AGENDA

Regular Meeting

City Council

Tuesday, April 11, 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. Recognition and Moment of Silence
5. Citizen Comments

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

6. 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. Library report
f. Parks and Facilities report
g. Planning and Development report
h. Police Department report
i. City Manager's office report

7. Consent Agenda

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

A. Discuss and consider approval of the minutes of the Regular Session conducted on March 28, 2023.
B. Consider approval of the minutes of the Special Session conducted on April 4, 2023.
C. Consider approval of the Financial and Investment Reports. (Quarterly)

8. Discuss and consider action on Resolution No. 2023-06, a resolution declaring the month of May as "No Mow May."

9. Discuss and consider action on a Proclamation declaring April 15-22 as “International Dark Sky Week” in the City of Bee Cave.

10. Discuss and consider action on applications received for the use of Hotel Occupancy Tax Funds:
    a) Lake Travis Youth Association
    b) Texas Association of Business Brokers
    c) Lake Travis Film Festival

11. Presentation by HDR regarding the low water crossing bridge on Great Divide Drive including discussion and possible action

12. Discuss and consider action to authorize staff to publish Request for Qualifications for multiple Professional Services for the design and construction of new Bee Cave Library and new Bee Cave Public Safety Building (PD)

13. Discuss and consider action on a Memorandum of Understanding with the Travis County Emergency Services District No. 6 to establish the Joint Facilities Project.

14. Discuss and consider action on Interlocal Cooperation Agreement with the Travis County Emergency Services District No. 6 for the preliminary design and planning phase of the Joint Facilities Project.

15. Discuss and consider action on a Consent Agreement between the City of Bee Cave and Kent Sports Holdings, LLC for the Bee Cave Commercial Park – 71 West Development.

16. Discuss and consider action on Resolution No. 2023-07 supporting legislation on House Bill #4217.

17. Discussion and update on new legislative bills filed.

18. Open Executive Session

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

A. Consultation with Attorney regarding pending litigation styled Citizens for Preservation of The Brown Property v. City of Bee Cave.
B. Deliberation regarding the potential acquisition of real property for public purposes

19. Adjournment

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

I certify that the above notice of meeting was posted at Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, Texas, on the 6th day of April, 2023 at 4:00 P.M. (Seal)

_____
Kaylynn Holloway, City Secretary

City Council Meeting
4/11/2023
Agenda Item Transmittal

Agenda Item:	**7.A.**
Agenda Title:	**Discuss and consider approval of the minutes of the Regular Session conducted on March 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 March 28, 2023	Backup Material

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL
CITY OF BEE CAVE
March 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

Absent:

Andrea Willott, Council Member

City Staff:

Clint Garza, City Manager
Lindsey Oskoui, Assistant City Manager
Ryan Henry, City Attorney
Kaylynn Holloway, City Secretary
Brian Jones, Police Chief
Megan Will, Planning and Development Director
Kevin Sawtelle, City Engineer
Jenny Hoff, Communications Director
Lanie Marcotte, Parks and Facilities Director
Anna Jensen, Administrative Coordinator

Call to Order and Announce a Quorum is Present

With a quorum present, the regular meeting of the Bee Cave City Council was called to order by Mayor King at 6:00 p.m. on Tuesday, March 28, 2023.

Citizen Comments.

There were not any citizen comments at this time.

Staff Comments.

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.

Library Director Barbara Hathaway invited everyone to attend the Books and Bees Festival to be held on April 1st and 2nd.

Communications Director Jenny Hoff reminded everyone to attend the Open House on the City's new branding ideas being held on March 29, 2023.

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

MOTION: A motion was made by Council Member Hight, seconded by Council Member Rebber, to approve the minutes of the Regular Session conducted on February 28, 2023.

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

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

The motion carried 5-0.

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

MOTION: A motion was made by Council Member Hight, seconded by Council Member Hohl, to approve Ordinance No. 506 extending the Declaration of Disaster until April 11, 2023.

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

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

The motion carried 5-0.

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

Peter Keilty with *Bees for All* presented this item.

MOTION: A motion was made by Mayor King, seconded by Council Member Hight, to approve the Proclamation recognizing the "bee" as an honored resident of the City of Bee Cave.

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

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

The motion carried 5-0.

Discuss and consider action on 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.

City Manager Clint Garza presented this item.

Chelsea Maldonado, Associate Project Manager, also spoke on this item.

MOTION: A motion was made by Council Member Hight, seconded by Council Member Rebber, to authorize staff to proceed with negotiations on a service agreement and the fee amounts.

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

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

The motion carried 5-0.

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

Mr. Garza presented this item.

MOTION: A motion was made by Council Member Hohl, seconded by Council Member Hight, to approve Resolution No. 2023-04 creating an annual Bee Cave on Ice Program.

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

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

The motion carried 5-0.

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

MOTION: A motion was made by Council Member Rebber, seconded by Council Member Hohl, to approve a contract for the Ice Rink Service Agreement with Crown Rinks for the Bee Cave on Ice for 2023-2024.

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

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

The motion carried 5-0.

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

City Engineer Kevin Sawtelle presented this item.

MOTION: A motion was made by Council Member Hight, seconded by Council Member Hohl, to approve Ordinance No. 505, an ordinance setting the maximum speed limit on 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 and Rebber
Voting Nay: None
Absent: Council Member Willott

The motion carried 5-0.

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

MOTION: A motion was made by Mayor Pro Tem Clark, seconded by Council Member Rebber, to appoint Mayor King, Council Members Hight and Hohl to serve on the subcommittee for the Hill Country Galleria rezoning request.

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

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

The motion carried 5-0.

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

Mr. Garza presented this item. The city staff has currently received three additional applications.

Jon Racinskas, Director of the Lake Travis Film Festival, spoke about the next film festival.

Council would like to review the applications quarterly and for staff to include in the report to Council the fund balance and to specify how much has been directed to the arts.

No action was taken on this item.

Discussion and update on new legislative bills filed.

City Attorney Ryan Henry briefly reviewed the current list of bills filed.

This item will be brought back for continued discussion on April 11th.

Executive Session:

The City Council closed the Open Session at 7:33 p.m. to convene in Executive Session.

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

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

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

The City Council closed the Executive Session at 7:53 p.m. and reconvened in Regular Session.

In Open Session:

MOTION: A motion was made by Mayor Pro Tem Clark, seconded by Council Member Rebber, to authorize the City Manager to negotiate and execute a contract for the purchase of the property located at 13709 State Highway 71 West.

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

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

The motion carried 5-0.

Adjournment:

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

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

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

The motion carried 5-0.

The City Council meeting adjourned at 7:54 p.m.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

_____
Kara King, Mayor

ATTEST:

_____
Kaylynn Holloway, City Secretary

City Council Meeting
4/11/2023
Agenda Item Transmittal

Agenda Item:	**7.B.**
Agenda Title:	**Consider approval of the minutes of the Special Session conducted on April 4, 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 April 4, 2023	Backup Material

MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL
CITY OF BEE CAVE
April 4, 2023

STATE OF TEXAS §
COUNTY OF TRAVIS §

Present:

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

City Staff:

Clint Garza, City Manager
Kaylynn Holloway, City Secretary
Ryan Henry, City Manager
Lindsey Oskoui, Assistant City Manager
Lanie Marcotte, Parks and Facilities Director
Jenny Hoff, Communications Director

Call to Order and Announce a Quorum is Present

With a quorum present, the special meeting of the Bee Cave City Council was called to order by Mayor King at 5:00 p.m. on Tuesday, April 4, 2023.

Executive Session:

The City Council closed the Open Session at 5:00 p.m. to convene in Executive Session.

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

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

A. Consultation with Attorney regarding pending litigation styled *Citizens for Preservation of The Brown Property v. City of Bee Cave*.

The City Council closed the Executive Session at 6:28 p.m. and reconvened in Special Session.

Adjournment:

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

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

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

The motion carried 6-0.

The City Council meeting adjourned at 6:28 p.m.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

_____
Kara King, Mayor

ATTEST:

_____
Kaylynn Holloway, City Secretary

City Council Meeting
4/11/2023
Agenda Item Transmittal

Agenda Item:	**7.C.**
Agenda Title:	**Consider approval of the Financial and Investment Reports. (Quarterly)**
Council Action:	**Approve as Submitted**
Department:	**Finance**
Staff Contact:	**Administration**

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

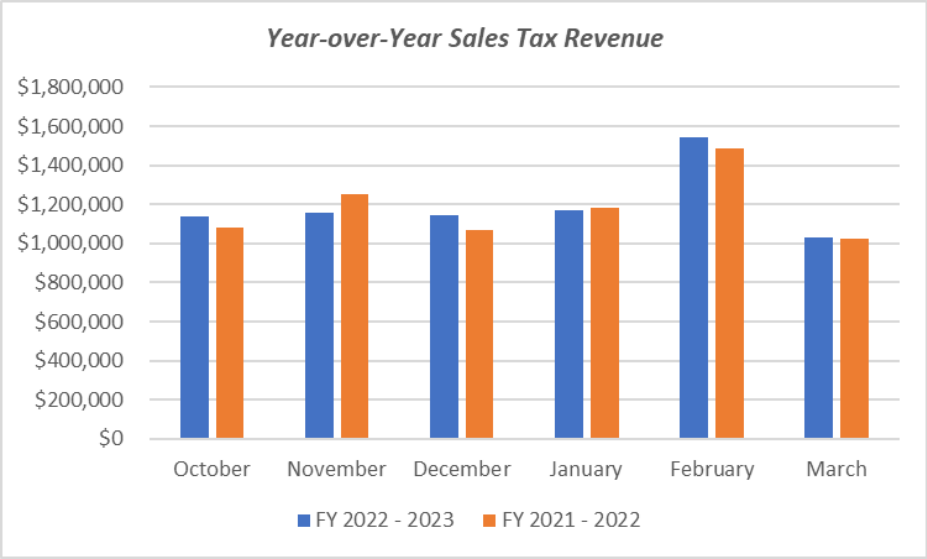
5. RECOMMENDATION

Approve as submitted.

ATTACHMENTS:

Description	Type
Finance & Investment Report	Cover Memo

To: City Manager, Mayor & Council
From: Finance
Date: 4/11/2023
Re: Quarterly Finance & Investments Report



Total Sales Tax revenue thru half of the fiscal year is ~$7.2M. Last fiscal year by comparison was just under $7.1M. Our total budget forecast was $14M so we currently stand just over 51%.

Other General Fund Revenue:

MIXED BEVERAGE TAX	$110,000	$77,316	70.3%
FRANCHISE FEES	$349,000	$146,188	41.9%
BUILDING FEES	$310,000	$636,294	205.3%
MUNICIPAL COURT	$225,000	$134,661	59.8%

Building and Development Revenue is out-performing forecast due primarily to platting and pre-paid road construction inspection fees. Not included in the listing above but should be noted that Property Tax Revenue in our Debt Service Fund is ~96% complete and currently just under $600K.

FYTD General Fund Expense by Department:

Dept	Budget	FYTD	Perform%
5010 - ADMINISTRATION	$1,036,687	$654,413	63.1%
5020 - CITY COUNCIL	$49,200	$24,606	50.0%
5030 - LEGAL	$151,000	$21,597	14.3%
5040 - COMMUNICATIONS	$279,272	$88,197	31.6%
5120 - NON DEPARTMENTAL	$347,500	$129,839	37.4%
5140 - INFORMATION TECHNOLOGY	$360,000	$196,747	54.7%
5200 - LIBRARY	$1,016,928	$516,949	50.8%
5350 - PARKS	$631,580	$180,497	28.6%
5500 - MUNICIPAL COURT	$323,820	$140,543	43.4%
5520 - POLICE	$3,019,140	$1,267,115	42.0%
5620 - PLANNING & DEVELOPMENT	$1,158,434	$525,757	45.4%
5650 - FACILITIES	$0	$150,079	0.0%
5800 - CHAPTER 380	$159,540	$145,742	91.4%

At the fiscal midpoint, year-to-date expenses by department total just over $4M or approximately 47% of the approved budget appropriation. Please note the Facilities department budget is driven by expense for its first year to better determine preliminary estimates for FY 2023-24.

Banking:

Account	Beginning Balance	Contributions	Withdrawals	Interest Earned	Avg Rate	Ending Balance
Bank Account (Wells Fargo- Pooled Cash)	$1,542,041.02	$7,280,266.23	($8,539,085.63)	$3,960.17	0.7733%	$ 283,221.62
Bank Account (Wells Fargo - CFR)	$1,703,599.79	$0.00	($1,704,612.91)	$1,013.12	0.2333%	$0.00
Bank Account (Wells Fargo - Savings)	$0.00	$0.00	$0.00	$0.00	0.0000%	$0.00
Bank Account (Wells Fargo - Govt MM)	$59,839.16	$0.00	$0.00	$611.03	4.3300%	$ 60,450.19
Totals	**$3,305,479.97**	**$7,280,266.23**	**($10,243,698.54)**	**$5,584.32**	**1.3342%**	**$343,671.81**

As we discussed in our previous quarterly report, we transferred our Wells Fargo Savings accounts to investment pools given the substantially higher available ROI. It does also simplify and reduce the required monthly account reconciliations for added benefit. Note the WF Money Market rate performance has improved significantly. We may utilize this safe-keeping account as well over the next several months.

Investment Performance:

Account	Beginning Balance	Contributions	Withdrawals	Interest Earned	Avg Rate	Ending Balance
Govt Pool (Texas Class)	$17,569,172.24	$3,000,000.00	$0.00	$220,619.63	4.7305%	$ 20,789,791.87
Govt Pool (Logic)	$12,913,631.57	$1,500,000.00	$0.00	$160,925.42	4.7029%	$ 14,574,556.99
Govt Pool (TexStar)	$1,054,729.45	$0.00	$0.00	$11,611.03	4.4500%	$ 1,066,340.48
Govt Pool (TexPool)	$780,911.03	$0.00	$0.00	$8,599.51	4.5434%	$ 789,510.54
Totals	**$32,318,444.29**	**$4,500,000.00**	**$0.00**	**$401,755.59**	**4.6067%**	**$ 37,220,199.88**

We had a good quarter making money the *old-fashioned* way – on interest earnings. As you can see by the average rate, we're nearing 5% and a few of the pools have already eclipsed that mark in April. It's been a long time coming but earning over $400K in interest in a quarter is a good thing. For those studying the investment market, it is interesting to note the inverted yield curve on long-term rates; perhaps a foreshadowing of things to come.

Please contact Ms. Alma Sanchez via e-mail at asanchez@beecavetexas.gov with any questions.

City Council Meeting
4/11/2023
Agenda Item Transmittal

Agenda Item:	**8.**
Agenda Title:	**Discuss and consider action on Resolution No. 2023-06, a resolution declaring the month of May as "No Mow May."**
Council Action:	**Discuss and Consider Action**
Department:	**Planning and Development**
Staff Contact:	**Sean Lapano**

1. INTRODUCTION/PURPOSE

See attachments.

2. DESCRIPTION/JUSTIFICATION

a) Background

See attachments.

b) Issues and Analysis

See attachments.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

See attachments.

5. RECOMMENDATION

See attachments.

ATTACHMENTS:

Description	Type
Draft Resolution	Resolution Letter
Transmittal Letter	Report

RESOLUTION NO. 2023-06

A Resolution of City of Bee Cave City Council designating May 1st – 31st, 2023 as "No Mow May" in the City of Bee Cave.

WHEREAS, there are more than 4,000 native bee species in North America, along with introduced honeybees; and

WHEREAS, bees and other insects are an essential part of agriculture and our environment, pollinating plants are vital food sources for wild animals and include many of the cultivated foods people eat, thereby directly impacting our food security; and

WHEREAS, bees have been experiencing population declines due to a combination of habitat loss, pesticides, disease, and climate change; and

WHEREAS, more than half of bee species in North America are in decline, with 1 in 4 species at risk of extinction; and

WHEREAS, the City of Bee Cave is committed to supporting pollinators through broad-based community engagement; and

WHEREAS, the City has created a Monarch Waystation at Bee Cave Central Park, dedicating several acres of land to native plants, pollinators and butterfly - friendly flora; the City has a designated native pollinator expert who offers regular demonstrations on bee conservation best practices, the importance of bees and how to create bee -friendly habitats; and the City will enact a campaign to educate the community about the effect of pesticides on the bee community, offer alternative methods to bug control, and dedicate more areas to wildflowers to help promote the mission and help the native bees.

WHEREAS, the city was designated a Bee City USA affiliate in 2021 and is committed to raising awareness of pollinator conservation and expanding pollinator health and habitat, and

WHEREAS, the City of Bee Cave recognizes that urban landscapes provide critical habitat for pollinators, and wishes to play an active role in conserving pollinators through the management of their own land; and

WHEREAS, the City of Bee Cave recognizes that a "No Mow May" program that encourages limited lawn mowing practices during the month of May can help provide food sources for bees that emerge from hibernation thereby supporting and sustaining pollinators.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE, THAT

May 1st - 31st, 2023 shall be known as "No Mow May" in the City of Bee Cave, and the City shall refrain from mowing city properties and rights-of-way, with the exception of heavily trafficked pedestrian areas, during this time to promote pollinator-friendly habitat.

Signed this day _____ of April 2023.

_____
Kara King, Mayor

ATTEST:

_____
Kaylynn Holloway, City Secretary

City Council Meeting
4/11/2023
Agenda Item Transmittal

Agenda Item:	**8**
Agenda Title:	**Discuss and consider action on Resolution No. 2023-06, a resolution declaring the month of May as "No Mow May."**
Council Action:	**Discuss and consider action**
Department:	**Planning and Development**
Staff Contact:	**Sean Lapano, City Planner**

1. INTRODUCTION/PURPOSE

To discuss and consider action on Resolution No. 2023-06, a resolution a resolution declaring the month of May as "No Mow May."

2. DESCRIPTION/JUSTIFICATION

a) Background

In recognition of it's pollinator friendly efforts, such as the creation of the Monarch Way Station at Bee Cave Central Park, Bee Cave was designated a Bee City USA affiliate in 2021. As a participant in the Bee City USA program the City is committed raising awareness of pollinator conservation and expanding pollinator health and habitat.

b) Issues and Analysis

No Mow May is a conservation initiative supported by Bee City USA. The goal of No Mow May is to allow grass to grow unmown for the month of May, creating habitat and forage for early season pollinators. This is particularly important in urban areas where floral resources are often limited. The City can participate in No Mow May by limiting the mowing of city properties and rights-of-way.

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 approval of Resolution No. 2023-06.

ATTACHMENTS:

Description	Type
Resolution No. 2022-03 No Mow May	Resolution Letter

City Council Meeting
4/11/2023
Agenda Item Transmittal

Agenda Item:	**9.**
Agenda Title:	**Discuss and consider action on a Proclamation declaring April 15-22 as "International Dark Sky Week" in the City of Bee Cave.**
Council Action:	**Discuss and Consider Action**
Department:	**Planning and Development**
Staff Contact:	**Amanda Padilla, Senior Planner**

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is to consider action on a proclamation declaring April 15-22 as "International Dark Sky Week" in the city of Bee Cave.

2. DESCRIPTION/JUSTIFICATION

a) Background

The City of Bee Cave hopes to join other cities within the Hill Country in proclaiming April 15-22 "International Dark Sky Week". By declaring the week of April 15 as "International Dark Sky Week", We hope that citizens and visitors will step outside and experience Bee Cave's night sky. Artificial light at night has revolutionized the way we live and work outdoors, but it has come at a price. When used indiscriminately, outdoor lighting can disrupt wildlife, impact human health, waste money, and energy, contribute to climate change, and block our view of the universe. Effective outdoor lighting reduces light pollution, leading to a better quality of life for all. The dark sky movement is working to bring better lighting to communities around the world so that all life can thrive.

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 approval of the proclamation to declare April 15-22 as "International Dark Sky Week".

ATTACHMENTS:

	Description	Type
🗋	Dark Sky Week Proclamation	Exhibit

PROCLAMATION

A PROCLAMATION OF THE BEE CAVE CITY COUNCIL DECLARING APRIL 15-22 AS "INTERNATIONAL DARK SKY WEEK" IN THE CITY OF BEE CAVE.

WHEREAS, the aesthetic beauty and wonder of a natural night sky is a shared heritage of all humankind; and

WHEREAS, the experience of standing beneath a starry night sky inspires feelings of wonder and awe, and encourages a growing interest in science and nature; and

WHEREAS, the City of Bee Cave is surrounded by acres of land that serve a purpose in protecting the natural ecosystem and environment; and

WHEREAS, light pollution has scientifically established economic and environmental consequences, which result in significant impacts to the ecology and human health of all communities; and

WHEREAS, it is the duty of the City of Bee Cave to protect the ecosystem and environment by ensuring that the night sky is not polluted with light; and

WHEREAS, 80-percent of the world's population, including many people in Bee Cave, lives under a dome of light pollution—excessive artificial lighting at night that disrupts natural darkness—and may never experience the visual wonder or ecological and health benefits of living under a dark sky; and

WHEREAS, the International Dark-Sky Association is the globally-recognized authority on light pollution, and has created International Dark Sky Week to raise awareness of light pollution, and provide free education, resources, and solutions to the public to encourage the protection of and enjoyment of dark skies and responsible outdoor lighting; and

WHEREAS, In the City of Bee Cave we ask each resident to join in, not only in observing and pondering upon this important week, but also in raising awareness and support for protecting our precious dark skies resources.

THEREFORE, BE IT PROCLAIMED, that I, Kara King, Mayor of the City of Bee Cave, and on behalf of the entire City Council, do hereby declare April 15-22, 2023, as INTERNATIONAL DARK SKY WEEK.

Dated this _____ day of _____, 2023.

_____

Kara King, Mayor

City Council Meeting
4/11/2023
Agenda Item Transmittal

Agenda Item:	**10.**
Agenda Title:	**Discuss and consider action on applications received for the use of Hotel Occupancy Tax Funds:**
Council Action:	**Discussion and possible action**
Department:	**City Manager**
Staff Contact:	**Clint Garza, City Manager**

1. INTRODUCTION/PURPOSE

The purpose of this item is to give council an opportunity to discuss utilization of Hotel Occupancy Tax Funds.

2. DESCRIPTION/JUSTIFICATION

a) Background

At the March 28, 2023 meeting, City Council requested staff and counsel bring a draft policy for the use of HOT funds back for future consideration. At that time, it was the wish of council that applications for use of the funds be limited to meetings occurring on the second Tuesday at the beginning of each quarter.

Applications received this quarter are from The Lake Travis Film Festival, Lake Travis Youth Sports Association, and Texas Association of Business Brokers.

Rules governing the use of HOT funds are established in Chapter 351 of the Texas Tax Code.

b) Issues and Analysis

*note -- information below is available on each individual application.

LTFF

The Lake Travis Film Festival is hosting an event from September 14, 2023 to September 17, 2023. The application states around 1000 out of town guests, 275 local guests, and approximately 65 attendees staying overnight in Bee Cave.

The application and supporting materials are attached.

www.laketravisfilmfestival.com

LTYA

The Lake Travis Youth Association is hosting the Austin Lacrosse Invitational from June 9, 2023 to June 11, 2023. The application states around 900 out of town guests, 300 local guests, and approximately ******* attendees staying overnight in Bee Cave.

The application and supporting materials are attached.

www.austinlacrosseinvitational.com

TABB

The Texas Association of Business Brokers is hosting the 2023 State Convention in Bee Cave at the Sonesta Hotel from September 21, 2023 to September 23, 2023. The application states 100 out of town guests, 50 local guests, and approximately 100 attendees staying overnight in Bee Cave.

The application and supporting materials are attached.

www.tabb.org

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
HOT Fund Exhibit	Backup Material
LTYA Packet	Backup Material
TABB	Backup Material
Film Festival	Backup Material

Budget Report

Fund: 04 - HOTEL OCCUPANCY TAX FUND

Beginning Fund Balance **$2,097,926**

		Budget 9/30/2023	FYTD 9/30/2023	Percent Used
Revenue				
04-4000-14100	HOTEL OCCUPANCY TAX REVENUE	$600,000	$171,901	28.65%
04-4000-14500	HCG (ICE RINK)	$300,000	$340,920	113.64%
	Revenue Total:	**$900,000**	**$512,821**	**56.98%**
Expense				
04-5010-11100	SALARY	$32,898	$24,486	74.43%
04-5010-12200	MEDICARE @ 1.45%	$477	$350	73.38%
04-5010-12400	RETIREMENT (TMRS)	$3,227	$2,341	72.54%
04-5010-12500	VISION COVERAGE	$0	$39	0.00%
04-5010-12600	HEALTH INSURANCE	$0	$2,469	0.00%
04-5010-12700	DENTAL COVERAGE	$0	$167	0.00%
04-5010-12900	LIFE INSURANCE	$0	$4	0.00%
04-5010-21900	HCG ICE RINK	$300,000	$304,754	101.58%
04-5010-62400	ADVERTISING	$0	$200,000	0.00%
04-5010-62500	ARTS PROMOTION 15%	$50,000	$60,000	120.00%
	Expense Total:	**$386,602**	**$594,610**	**153.80%**
Fund: 04 - HOTEL OCCUPANCY TAX FUND Surplus (Deficit):		**$513,398**	**($81,789)**	

CITY OF BEE CAVE

Application for Use of Hotel Occupancy Tax

Organization Information

Organization Name: LTYA

Contact Name: Scott Cronk Date: 01/19/2023 (MM/DD/YYYY)

Address: 2101 Lakeway Blvd. Suite 115 (Street)

Lakeway (City) Texas (State) 78734 (Zip Code)

Phone: 512-689-0958 Email: scott@tylas.net

Is your organization: ☑ Non-profit ☐ Private/For-Profit Tax ID# 74-1992172

Purpose of Organization:

Deliver youth sports to the community

Statutory Test: Part One

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

Statutory Test : Part Two

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

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

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

Event and/or Expenditure Description

Name of event/expenditure: Austin Lacrosse Invitational

Website address: www.austinlacrosseinvitational.com

Date(s): 6/9/2023 - 6/11/2023

Will there be an admission charge? ☐Yes ☑No

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

Activity: Team Entry Fee Cost: $$1170-$1800

Activity: _____ Cost: $_____

Activity: _____ Cost: $_____

Primary location: Bee Creek Sports Complex, BCMS, LTMS, LTHS

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

3-day boys lacrosse tournament

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

Deliver youth sports. The community benefits through local tourism and our LTYA and local LT teams do not have to travel to play.

Impact

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

Local: 0 Out of Town: 0

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

Local: 300 Out of Town: 1700

Approximate number of people attending stay overnight in Bee Cave: 100

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

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

provided in a separate document

Funding Request

Total Amount Requested: $20,000.00

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

Total advertising/promotion budget: $20,000.00

a) What is your organization's direct contribution to the above? $$5000

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

c) How will the funds be used?
Advertising, Promotion, Field rental fees for the county park and LTISD, security, onsite staff and meals

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

Paid Advertising	$_____
Radio	$_____
Newspaper	$_____
Press Releases to Media	$_____
Television	$_____
Direct Mailing	$_____
Distribution of Brochures	$5,000
Other (describe)	$$15,000

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

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

Please return completed application with attachments and signature to:

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

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

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

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

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

Lake Travis Youth Association
Organization Name

Applicant Signature

4/11/2023
Date

CITY OF BEE CAVE

Application for Use of Hotel Occupancy Tax

Organization Information

Organization Name: Texas Association of Business Brokers

Contact Name: Scott Cronk Date: 12/07/2022 (MM/DD/YYYY)

Address: 909 Lake Carolyn Parkway, Suite 320 (Street)

Irving (City) Texas (State) 75039 (Zip Code)

Phone: 512-689-0958 Email: scott@tylas.net

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

Purpose of Organization:

Mission

Guide business brokers and all professionals in the transaction in professional and ethical conduct aiding buyers and sellers of businesses to successfully transition their businesses and achieve optimal entrepreneurial goals.

Statutory Test: Part One

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

Statutory Test : Part Two

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

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

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

Event and/or Expenditure Description

Name of event/expenditure: Texas Association of Business Brokers 2023 State Convention

Website address: www.tabb.org

Date(s): 9/21/2023 through 9/23/2023

Will there be an admission charge? ☑ Yes ☐ No

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

Activity: Fee to attend Cost: $149 to $269
Activity: _____ Cost: $_____
Activity: _____ Cost: $_____

Primary location: Sonesta Bee Cave

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

Attendance for the 2023 TABB State Conference and Education Event in Bee Cave on 9/21-9/23

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

TABB' s mission is: Guide business brokers and all professionals in the transaction in professional and ethical conduct aiding buyers and sellers of businesses to successfully transition their businesses and achieve optimal entrepreneurial goals. This benefits the community and the small business owner.

Impact

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

Local: 0 Out of Town: 0

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

Local: 50 Out of Town: 100

Approximate number of people attending stay overnight in Bee Cave: 100

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

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

Sonesta Bee Cave

_____

_____

Funding Request

Total Amount Requested: $20,000

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

Total advertising/promotion budget: $20,000

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

b) What other sources of funding are being applied for or have been received for the advertising/promotion of your organization?
None

c) How will the funds be used?
Advertising, Promotion, Room fees for speakers/VIP's, On-site staff to assist in the delivery of the to conference, meals

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

Paid Advertising	$
Radio	$
Newspaper	$
Press Releases to Media	$
Television	$
Direct Mailing	$
Distribution of Brochures	$
Other (describe)	$ 10000 (see the attached marketing p

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

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

Please return completed application with attachments and signature to:

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

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

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

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

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

Texas Association of Business Brokers

Organization Name

Applicant Signature

12/9/2022

Date

CITY OF BEE CAVE

Application for Use of Hotel Occupancy Tax

Organization Information

Organization Name: Lake Travis Film Festival

Contact Name: Kat Albert Date: 01/09/2023 (MM/DD/YYYY)

Address: 14001 Bee Cave Parkway, Building B (Street)

Bee Cave (City) TX (State) 78738 (Zip Code)

Phone: 512.680.0177 Email: info@laketravisfilmfestival.com

Is your organization: ☑ Non-profit ☐ Private/For-Profit Tax ID# 83-2102258

Purpose of Organization:

Lake Travis Film Festival's mission is to create a celebrated annual event with ongoing outreach throughout the year to screen films, educate, and bring together the community.

Statutory Test: Part One

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

Statutory Test : Part Two

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

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

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

Event and/or Expenditure Description

Name of event/expenditure: Lake Travis Film Festival

Website address: www.laketravisfilmfestival.com

Date(s): Thursday, September 14-17, 2023

Will there be an admission charge? ☑Yes ☐No

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

Activity:	Submissions fees vary	Cost:	$15-45
Activity:	Badge sales vary	Cost:	$60-215
Activity:		Cost:	$

Primary location: 50% in Lakeway/50% in Bee Cave

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

Event and Lake Travis area/Bee Cave as a destination

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

Purpose is to create a cultural event for the area and to promote cinema as a tool for sharing stories and experiences.

Impact

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

Local: 250 Out of Town: 500ish

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

Local: 275 Out of Town: 1000ish

Approximate number of people attending stay overnight in Bee Cave: 65

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

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

Mountain Star Lodge

Sonesta Hotel

Funding Request

Total Amount Requested: $57,820

Does the proposed event plan to become self-supporting in the future? ☐Yes ☑No
always will have mixed revenue sources.

Total advertising/promotion budget: $40000

a) What is your organization's direct contribution to the above? $20,400

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

We have a mixed revenue source of submission fees/badges/sponsorships and grants. We are asking Bee Cave for $19,600 for adv + promotional programs

c) How will the funds be used?

Attached is our Hot-eligible budget breakdown which includes adv + promotional programs. (A)

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

Paid Advertising	$_____
Radio	$_____
Newspaper	$_____
Press Releases to Media	$_____
Television	$_____
Direct Mailing	$_____
Distribution of Brochures	$_____
Other (describe)	$19,600* (B)

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

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

Please return completed application with attachments and signature to:

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

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

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

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

Lake Travis Film Festival
Organization Name

Kat Albert Digitally signed by Kat Albert Date: 2023.01.16 09:48:03 -06'00'
Applicant Signature

Jan. 9, 2023
Date

Marketing for LTFF 2023

The Lake Travis Film Festival aims to create a celebrated annual event with ongoing outreach throughout the year to screen films, educate, and bring together the community.

Lake Travis Film Festival shows a mix of short films, music videos, and feature length films. The festival prides itself in offering thought-provoking, independent films, which may not ever make their way into a traditional theaters.

Our goal is to deliver high-quality, relevant content that will engage our audience, establish brand trust, and drive film business and tourism to the area.

The primary target audience are the out-of-town content creators (filmmakers, screenwriters). Our secondary audience are industry professionals who will consider bringing film projects to the area. Thirdly, we include Cultural Tourists to attend and enjoy our local LT vibe.

Our creative and media mix is all based on this.

We focus on how to tailor content and break through the noise, provide value to our audience, and ultimately meet our marketing objectives.

In a nutshell, we want to:

- Create an effective media strategy that aligns with audience interest
- Diversify our content and build a robust content calendar
- Determine value driven by social cross-channel marketing strategy

Our approach is highly targeted for our primary target audience. We utilize our social media channels to provide year round content to support the festival and our community. Social media offers us the opportunity to speak directly to our target audiences. We will pair it with strong targeted email campaigns, in-person meet and greets, and some traditional advertising as shown on our media breakdown.

We have a holistic approach to the media mix, and a thorough understanding of digital marketing to maximize effectiveness, we will continue to deploy a comprehensive, omni-channel campaign designed to drive results.

(A)

HOT-Eligible Part of 2023 LTFF Budget

	LTFF Acct Code/s	LTFF Breakdown	2023 LTFF Budgeted AMT	Bee Cave Ask
REGISTRATION			**10000.00**	**4900.00**
	7751	Registration		
ADV + PROMOTIONAL PROGRAMS (B)			**40000.00**	**19600.00**
	6141	Publicity/PR	4000.00	1960.00
	6151	Creative Production: Audio, video, graphic design	12000.00	5880.00
	6131	Social Media/Targeted Emails/Adwords/Online Advertising/Traditional Advertising	16000.00	7840.00
	6161	Direct Mail (printing and postage)	2000.00	980.00
	6201	Web Site and Web Event Ticketing	6000.00	2940.00
PROMOTION OF THE ARTS*			**68000.00**	**33320.00**
	7101/7501	Events, Venues, Hospitality (theatre, hotel, etc.) + Venue Tech Support	35000.00	17150.00
	7301	Content/Content Management/Artist Services/Film Tech	29500.00	14455.00
	7501/7651/ 6301/7701	Logistics (transpo, security, signage)	3500.00	1715.00
			118000.00	57820.00

(B)

	2023 Proposed Media Plan for 2023 Festival							
Medium	**Description**	**Reach**	**Audience**	**Cost**	**CPM**	**Frequency**	**Submission Deadline**	**Run Date**
Film Freeway	Dedicated Email Blast	850,000	Filmmakers	$1,000.00	0.001	1	10/1/2022	3/5/2023
Film Freeway	Weekly Hot List	850,000	Filmmakers	$100.00	0.0001	1	10/1/2022	2/13/2023
Film Freeway	Don't Miss Spotlight	850,000	Filmmakers	$450.00	0.001	1	10/1/2022	11/28/2022
Instagram/YouTube/TikTok	Promotional Videos	10000	Submissions	$2,000.00	0.2	1	1/27/2023	ongoing
Facebook/Instagram	Social Media Campaign	10,000	SM followers and their friends	$500.00	0.05	1	2/1/2023	2/15/2023
Screenwriter Mixer	Austin Outreach	100	Screenwriters	$250.00	2.5	1	2/12/2023	2/18/23
Meet & Greet	LA Outreach	125	Screenwriters & Filmmakers & Industry	$500.00	4	1	2/20/2023	2/26/2023
Facebook/Instagram	Social Media Campaign	10,000	SM followers and their friends	$500.00	0.05	1	3/1/2023	3/1/2023
Direct Mail	Texas Film Teachers	1000	Student films	$2,000.00	2	1	3/1/2023	3/1/2023
Direct Mail	Quarterfinalists	112	Filmmakers/ Screenwriters	$300.00	2.679	1	3/1/2023	3/1/2023
Filmmaker Magazine	Online Advertising	100000	Indie Filmmakers	$1,250.00	0.013	5	3/1/2023	3/15/23
KUT Non-profit partnership				$1,000.00			3/1/2023	6/1/23
Email Blast	Texas Film Teachers	1000	Student films	$300.00	0.3	1	3/15/2023	3/15/2023
Meet & Greet	NYC Outreach	250	Screenwriters & Filmmakers & Industry	$1,000.00	4	1	3/26/2023	4/1/23
Screenwriting Podcast	Podcast ad			$1,000.00			5/1/2023	ongoing
Texas Highways	Tourism advertising	292,000	Cultural tourists	$1,879.00			6/1/2023	8/1/23
Facebook/Instagram	Social Media Campaign	13,165	SM followers and their friends	$500.00	0.038	1	7/1/2023	7/1/2023
Targeted Emails	Targeted Mailchimp emails x2 per month.	2000	All	$1,500.00	0.75	6	7/1/2023	ongoing
Targeted Emails for non-selected entries	Targeted campaign for "not" selected submitters to come (discounted badges) and stay in our hotels, enjoy festival.	500	Attendees	$250.00	0.500	6	7/1/2023	ongoing
Texas Monthly Calendar Listing	Cultural Tourism focus			$1,200.00			7/1/2023	8/1/2023
Facebook/Instagram	Social Media Campaign	10,000	SM followers and their friends	$500.00	0.05	1	8/1/2023	8/1/2023
Targeted phone calls & correspondence to hand-hold ALL quarterfinalists to come.	Targeted campaign with hotels to get all finalist filmmakers and screenwriters to attend festival and stay at their hotels...open to all Bee Cave and Lakeway Hotels	112	Quarter-finalists Attendee	$250.00	2.232	6	8/1/2023	ongoing
Eventbrite	Online Advertising Campaign	2,000	Screenwriters	$250.00	0.125	1	8/15/2023	8/15/2023
Running Total			Total Budgeted $18,000	$18,479.00				

* Note...all spends are based on availability and may change based on new marketing conditions.

(C.) Board of Directors

Role	First	Last	Company/Industry	Address	City	State	Zip	Phone	Email
Founder & Director	Kat	Albert	LTFF	5308 Great Divide Drive	Bee Cave	TX	78738	5126800177	kat@studio-e2.com
Secretary	Taylor	Bailey	ContraCommon/Bee Cave	2914 Aftonshire Way, Apt 19202	Austin	TX	78748	2103475535	trbaileyart@gmail.com
Operations	Ken	Deubel	Retired Film Industry	22217 Briarcliff Drive	Spicewood	TX	78669	5127138778	deubelken@yahoo.com
President	Ann	Hegarty	Bokabuku/Bee Cave	7410 Wildcat Pass	Austin	TX	78757	5124971200	ann@bokabuku.com
Venue	Matt	Woolley	Star Hill Ranch/Bee Cave	12400 West Hwy 71	Bee Cave	TX	78738	5125855245	matt@starhillranch.com
HR	Nate	French	Imbue Investments		The Hills	TX		5125685056	nathaniel@ImbueInvestments.com
Treasurer (2023)	Hanna	Contreras	Broadway Bank/Bee Cave		Lakeway	TX		5127867700	hanna.contreras@ctx.edu

Festival Overview
Bee Cave Days

Thursday - August 17th
Launch party for VIPs and Austin area filmmakers
TBA Bee Cave venue

Saturday - September 14th
Music Video Showcase
Music-based focus
Saturday night afterparty at Sonesta

Sunday - September 15th
Star Hill Ranch
11am - 1pm Awards brunch
1-7pm Dual Texas film screenings and industry demonstrations

Venues are being confirmed this spring. We will have two days of events plus the Launch party in Bee Cave.

	8-mos	7-mos	6-mos	5-mos	4-mos	3-mos	2-mos	1-mo	BlastOff	Post Fest
Team/area	**January 2023**	**February**	**March**	**April**	**May**	**June**	**July**	**August**	**September**	**October**
Logistics: Operations Melody LeSage		Meet with all stake holders	Insurance, need all Venue and Hotel contracts firm and signed before we can get our event insurance quotes.	Lock in Logistic Crew Leads	Pay deposits...sign everything... lock it up. Hire in Registration Director and festival team.	Create a 3-month count down so nothing is dropped. Hotel codes are needed for web site. All contracts MUST be signed before program is printed.	Create a 2-month calendar... include everyone in the team. Volunteers starting this Friday to blanket Lakeway and Bee Cave with posters. Use list of locations from drive	GO TIME: Trainings, meetings with subTeams, cross all the Ts	FEST...operations runs the fest. Be Ready.	Post festival review and budget proposal and calendar for 2024
Marketing: Katie Rose Gurkin	Discuss possible co-op options with stakeholders for marketing	Set up creative schedule for deliverables.	Continue social media postings.	Monitor advertising and design calendars.	Work on Trip Advisor, Yelp, Wikipedia, Web Site.	Posters out everywhere in community. Set graphic/theme for 2024/Design Merch/Press Release Push for festival... deadlines for quarterlies... Waterways, Tribeza, Haute Finds, Comunity Impact.	Press releases, ads, merch, ongoing promotional efforts.	Program out in hotels/community. Announce slate to public/Major PR push. Festival launch party.	Badges Workshop SPARK Stories/Spark Notes for our content creators for PR and newsletter.	Post festival push for good FilmFreeway reviews that can be loaded into web site and Social Media posts. Photos to media. Organization of all photos and videos.
Programming: Carrie Cates	Assign film. Build team.	Programming Meeting	Programming Meeting	Get 100% caught up on screenings.	Have all first round reads and watches done by May 15th	Lock program. Help write articles for PR Team. Hire 1-3 interns to help now through festival.	Moderators, theater monitors, July 15th...announce slate to public. Work with marketing on program.	Full focus: make sure attendees are staying in our hotels	Festival	Send photo links and laurels out
Screenwriting: Beth Schaaf	Build team, assign scripts.	Promote submissions, set up Meet and Greets for festival	Work on Screenwriter Master Class for 2023/ Plan LA Meet and Greet	Read/judge scripts	Work with readers to identify top scripts/possible table read options	Release list of scripts accepted for program.	Screenwriter Workshop, Live Script Read.	Set up live read.	Festival	Follow up with attendees, get good reviews for PR.

City Council Meeting
4/11/2023
Agenda Item Transmittal

Agenda Item:	**11.**
Agenda Title:	**Presentation by HDR regarding the low water crossing bridge on Great Divide Drive including discussion and possible action**
Council Action:	**Discuss and Consider Action**
Department:	**Engineering**
Staff Contact:	**Kevin Sawtelle and Clint Garza**

1. INTRODUCTION/PURPOSE

HDR will present preliminary findings related to the drainage analysis and the local floodplain effects associated with the low water crossing improvements.

2. DESCRIPTION/JUSTIFICATION

a) Background

On September 9, 2021, City Council awarded the contract for the design of improvements to Great Divide Low Water Crossing to HDR.

b) Issues and Analysis

HDR has concluded in their detailed design work that the 10-year bridge option as approved by Council causes the flood waters to rise on neighboring properties in 100-year storm events. HDR will discuss these findings along with potential alternative crossing solutions.

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
🗋	Interlocal Agreement	Backup Material

ORIGINAL

INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY AND THE CITY OF BEE CAVE FOR ROAD AND BRIDGE PROJECTS

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This Interlocal Agreement between Travis County and the City of Bee Cave for Road and Bridge Projects (the "Agreement") is made and entered into by the City of Bee Cave, a home rule municipal corporation with its offices located at 4000 Galleria Parkway, Bee Cave, Texas 78738, hereinafter referred to as the "City", and Travis County, Texas, a political subdivision of the State of Texas having a mailing address of P.O. Box 1748, Austin, Texas 78767, hereinafter referred to as the "County", and collectively the "Parties", each acting by and through its duly elected officials:

WITNESSETH:

WHEREAS, each city and county in Texas is responsible for providing for public health, safety, and welfare within its jurisdiction in the best manner it sees fit;

WHEREAS, the County proposed certain improvements to a low water crossing on a county road called Great Divide Road ("Great Divide"), which is shown on **Exhibit A**; and

WHEREAS, the City prefers that different improvements be made to Great Divide; and

WHEREAS, the City intends to assume jurisdiction and responsibility over Great Divide by annexing it and then constructing its alternative improvements; and

WHEREAS, the City and County desire the County to enter into an agreement with the Lake Travis Independent School District (the "District") for construction of a bridge and roadway (the "Vail Divide Southern Extension") between Hamilton Pool Road and Highway 71, as shown on **Exhibit B,** to provide access to a new District school currently under construction; and

WHEREAS, while most of the Vail Divide Southern Extension right of way is outside the City's city limits, a portion of that right of way, as described and depicted in **Exhibit C**, is in the city (the "City Roadway Portion"); and

WHEREAS, the City Roadway Portion may need to be disannexed to allow the County to pay for construction of that part of the Vail Divide Southern Extension; and

WHEREAS, the County and the City can each take certain actions that will expedite the other Party's road improvement project and thereby serve and benefit the citizens of both jurisdictions; and

WHEREAS, the City and the County intend to conform this Agreement in all respects to

TEX. GOV'T CODE § 791.001 et. seq., as amended, more commonly known as "The Interlocal Cooperation Act."

NOW, THEREFORE, it is mutually agreed as follows:

I.
TERM OF AGREEMENT.

The term of this Agreement shall commence on the date of approval of this Agreement by the County and the City and shall continue in full force and effect until the City has successfully annexed Great Divide and, if necessary, de-annexed the City Roadway Portion and the Vail Divide Southern Extension and alternative improvements to Great Divide have been constructed.

II.
RIGHTS AND RESPONSIBILITIES OF THE PARTIES

This Agreement shall govern the procedure by which the County and City intend to exchange jurisdiction over Great Divide and the City Roadway Portion and the jurisdiction of the City over construction of the Vail Divide Southern Extension project.

A. As a tier 2 city, annexation of Great Divide by the City is subject to Local Gov't Code Section 43.1055, which provides that a tier 2 city may annex a road or right of way upon the request of the governing body of the political subdivision that maintains the road or right of way. In such case the annexation procedure is the process applicable to a tier 1 city. The County agrees within 14 days from the effective date of this Agreement to place and consider an item on the Commissioner's Court agenda to request that the City of Bee Cave annex Great Divide.

B. The City will within 14 days from receipt of the County's request for the City to annex Great Divide, place an item on the agenda for the next regular council meeting of the Council of the City to consider adoption of an ordinance to commence the annexation process for Great Divide. If such ordinance is approved, the City will thereafter follow the annexation procedures and conduct public hearings as provided by Chapter 43 of the Local Gov't Code. Upon completion of the public hearings and other requirements set out in Chapter 43, the City shall place an item on the City's agenda to consider adoption of an Ordinance annexing Great Divide.

C. Pursuant to Section 43.142 of the Local Gov't Code, a home-rule municipality may disannex an area in the municipality according to rules as may be provided by the charter of the municipality. The City hereby agrees that within thirty days of receipt of a request from the District to place an item on the agenda for a council meeting of the Council of the City to initiate disannex of the City Roadway Portion as depicted in Exhibit "C".

D. In exchange for the County and the School District constructing the Vail Divide Southern Extension, the City hereby agrees to defer its regulatory oversite for

construction and approval of the Vail Divide Southern Extension project to the authority and regulations of the County. No permits or other approvals of the City shall be required for construction of the Vail Divide Southern Extension.

E. Within 90 days from the date of the annexation of Great Divide, the City agrees to retain an engineering firm to study Great Divide and provide recommendations to the City regarding possible bridge solutions to replace the low water crossing with a bridge and possibly establishing a secondary emergency access route other than Great Divide (the "Alternative Improvements").

F. Within 90 days from the date that the engineering firm provides recommendations regarding possible bridge solutions, the Council of the City will consider and make appropriate decisions regarding the most cost-effective solution to replace the low water crossing with Alternative Improvements.

G. Within six months from the date that the City makes a decision regarding the appropriate solution for a bridge, the City will retain an engineering firm to design the Alternative Improvements.

H. Within 90 days from the completion of the design, the City will commence the procurement process for construction of the Alternative Improvements that have been selected. Construction shall be commenced and completed as soon as reasonably possible and subject to appropriations by the City.

I. Prior to hiring an engineering firm, the City will consider a budget amendment for the current fiscal year to include the costs of the engineering study and the design of the Alternative Improvements. Prior to commencing the procurement process for construction, the City shall consider as part of its budget process for fiscal year 2019-2020 the costs associated with construction of a bridge and any professional services needed to complete design or support construction. Funds may be budgeted from the City's general fund, or a special fund may be set up, or the City may consider issuance of bonds for the bridge project, or any other legally available source of revenue.

J. Upon the City's annexation of Great Divide, the County agrees to in good faith negotiate and within 90 days enter into an agreement with the School District for the design and construction of the Vail Divide Southern Extension in an amount sufficient to cover design and construction costs of the Vail Divide Southern Extension.

K. County agrees to in good faith and diligently pursue completion of the Vail Divide Southern Extension construction which is estimated to be completed on or before May 2022.

III.
CITY REPRESENTATIVES.

The Council of the City hereby designates the City Manager to serve as the representative for

the City under this Agreement. The City Manager shall be responsible for notifying the County regarding the performance of the City regarding the matters set forth herein and providing the County with notice of meetings of the City in which matters covered by this Agreement are to be considered.

IV.

COUNTY REPRESENTATIVE.

The County hereby designates the County's Public Works Director to serve as the representative for the County under this Agreement. The County's Public Works Director shall be responsible for notifying the City regarding the performance of the County regarding the matters set forth herein and providing the City with notice of meetings of the County in which matters covered by this Agreement are to be considered.

V.

FORCE MAJEURE.

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

VI.

VENUE AND CHOICE OF LAW.

THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

VII.

ENTIRETY OF AGREEMENT AND MODIFICATION.

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any prior Agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing signed by the party to be charged and expressly authorized by the governing body of such party. NO OFFICIAL, REPRESENTATIVE, EMPLOYEE, OR AGENT OF THE COUNTY OR THE CITY HAS ANY AUTHORITY TO MODIFY OR AMEND THIS AGREEMENT EXCEPT PURSUANT TO SPECIFIC AUTHORITY TO DO SO GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY OR THE COUNCIL OF THE CITY, AS APPLICABLE.

VIII.
NON-ASSIGNMENT OF RIGHTS.

No assignment of this Agreement or of any right accruing hereunder shall be made in whole or in part by the City or County without the prior mutual consent of the County and the City.

IX.
SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and inure to the benefit of the successors, successors in office, and assigns of the respective parties hereto.

X.
NOTICE.

Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY:

Mayor Monty Parker
4000 Galleria Parkway
Bee Cave, Texas 78738

With copy to:

Clint Garza
City Manager
4000 Galleria Parkway
Bee Cave, Texas 78738

Patty Akers
City Attorney
13625 Pond Springs Rd, Suite 204
Austin, Texas 78729

COUNTY:

County Judge Sarah Eckhardt
P.O. Box 1748
Austin, Texas 78767

with copy to:

David Escamilla
Travis County Attorney's Office
P.O. Box 1748
Austin, Texas 78767

Attn: File No. 291.903

Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

XI.
MEDIATION

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator or someone appointed by a court of competent jurisdiction for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

XII.
NO RIGHTS OF THIRD PARTIES

Third Party Rights Not Created. This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to this Agreement and the Parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a party to this Agreement.

DATED this 18 day of JUNE, 2019.

TRAVIS COUNTY, TEXAS

By: _____
Sarah Eckhardt
County Judge

CITY OF BEE CAVE

By: Monty Parker
Monty Parker
Mayor

708934

Attest:

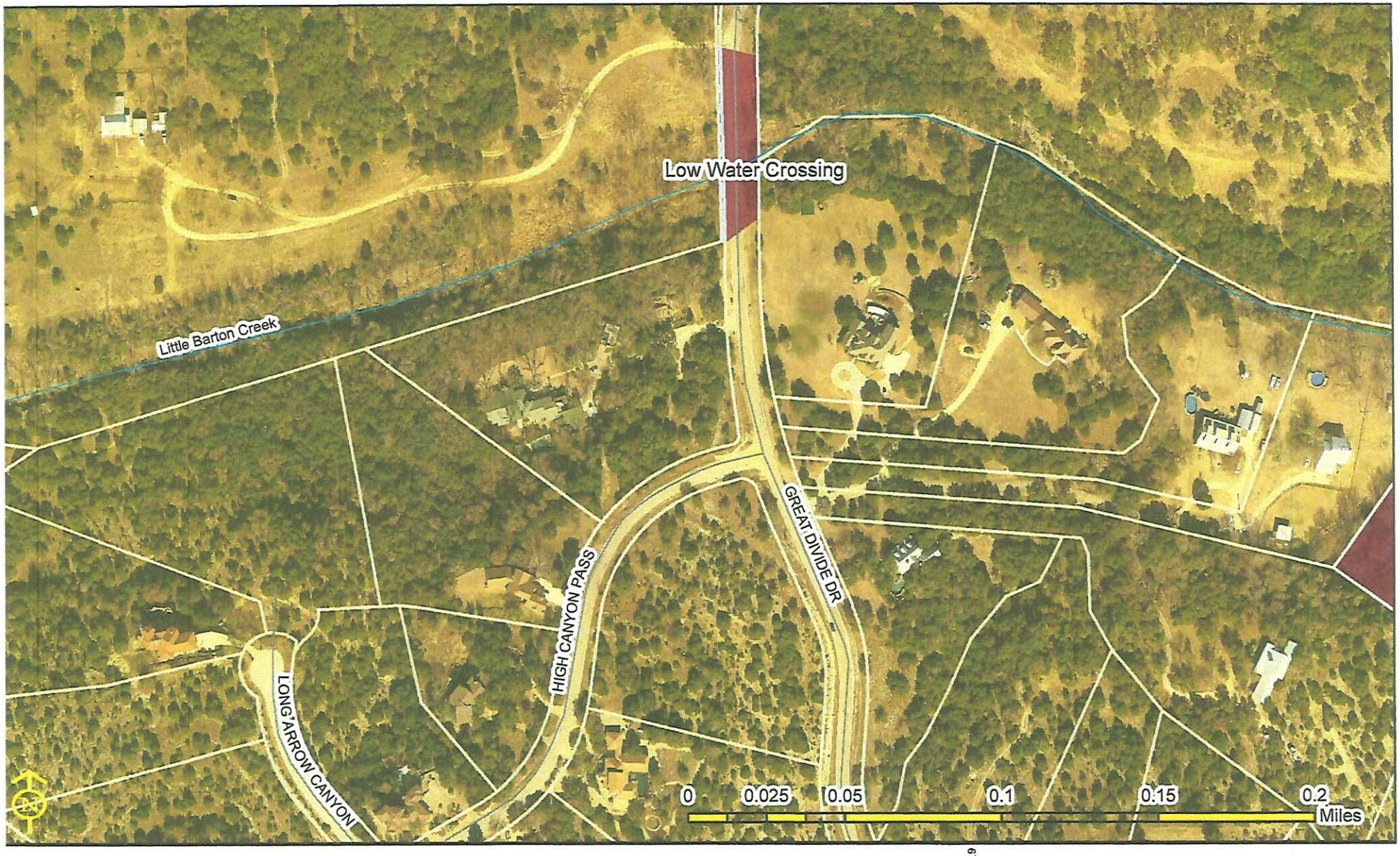
Kaylynn Holloway, City Secretary

Approved as to Form:

City Attorney

708934

Exhibit A
Great Divide Low Water Crossing



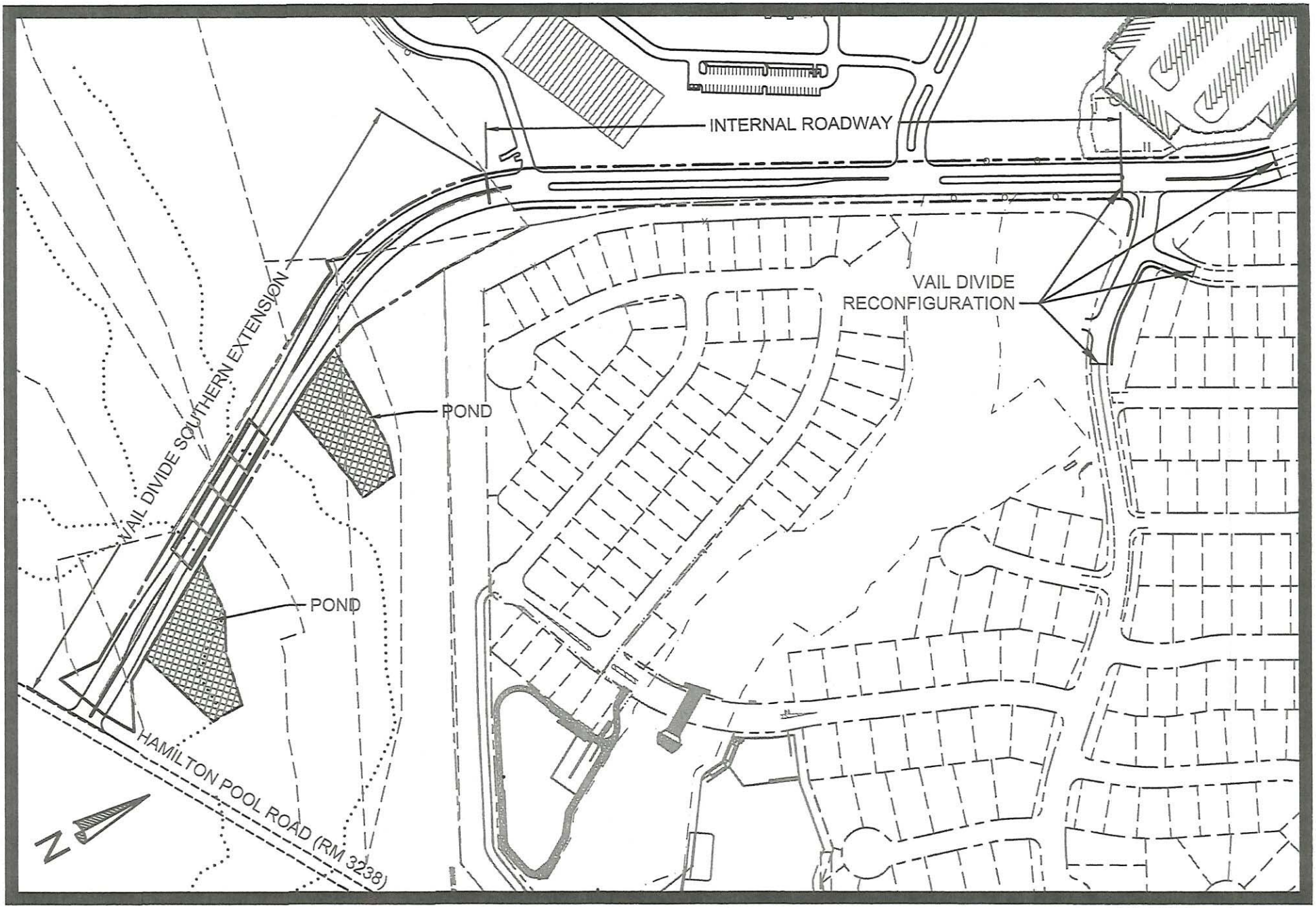
06.11.2019

Exhibit A

Legend

- Bee Cave Corporate Limits
- Bee Cave ETJ
- Parcels
- Creeks & Rivers

Exhibit B
Vail Divide Southern Extension



0 300'

SCALE: 1" = 300'

EXHIBIT "B"

MALONE★WHEELER
SINCE INC. 1993

CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

5113 Southwest Pkwy, Suite 260
Austin, Texas 78735

Exhibit C
Property Description/Map
City Roadway Portion

ELECTRONICALLY RECORDED 2019027326

TRV 5 PGS

EXHIBIT C

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed of record in the public records: Your social security number or your driver's license number. Tex. Prop. Code § 11.008.

SPECIAL WARRANTY DEED

15/ITC/1 848120 -COM/GMH

STATE OF TEXAS	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF TRAVIS	§	

That Series 4, a series of AAA Vino Series, LLC, a Texas series limited liability company, of the County of Travis, State of Texas, hereinafter referred to as "GRANTOR," whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration to the undersigned paid by the Trustees, and their successors in office, of the Lake Travis Independent School District, an independent school district created under the laws of the State of Texas, whose mailing address is 3322 Ranch Road 620 South, Austin, Texas 78738, hereinafter referred to as "GRANTEE," the receipt of which is hereby acknowledged, has GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto the Grantee, all of the following real property in Travis County, Texas, to-wit:

> That certain 0.84-acre tract of land situated in Travis County and being more particularly described by metes and bounds in Exhibit "A" which is attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular rights and appurtenances thereto in any way belonging, unto the said GRANTEE and assigns forever; and GRANTOR does hereby bind itself, its representatives, successors, and assigns to WARRANT AND DEFEND FOREVER, all and singular, the said premises unto the said GRANTEE and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, except as to the exceptions to conveyance and warranty.

This conveyance is being made by Grantor and accepted by Grantee subject to those

matters set forth in Exhibit "B" attached hereto and made a part hereof for all purposes ("Permitted Exceptions").

EXECUTED this 27 day of February, 2019.

GRANTOR:

Series 4, a series of AAA Vino Series, LLC, a Texas series limited liability company

By: _____
Arnulfo Trevino, Manager

By: _____
Maria Elena Arizmendez, Manager

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 27 day of February, 2019 by Arnulfo Trevino, Manager of Series 4, a series of AAA Vino Series, LLC, a Texas series limited liability company, on behalf of said company.

GAY M. HEAVILIN
My Notary ID # 11286814
Expires July 15, 2022

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 27 day of February, 2019 by Maria Elena Arizmendez, Manager of Series 4, a series of AAA Vino Series, LLC, a Texas series limited liability company, on behalf of said company.

GAY M. HEAVILIN
My Notary ID # 11286814
Expires July 15, 2022

_____
Notary Public, State of Texas

EXHIBIT "A"

DESCRIPTION OF A 0.84 ACRE TRACT, PREPARED BY DELTA SURVEY GROUP INC., IN JANUARY 2019, LOCATED IN THE JOSEPH REYNOLDS SURVEY NUMBER 44, ABSTRACT NUMBER 664, AND THE W. CONRADI SURVEY NUMBER 70, ABSTRACT NUMBER 211, IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 5.81 ACRE TRACT CONVEYED TO SERIES 4, DESCRIBED IN DOCUMENT NUMBER 2017169723, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 0.84 ACRE TRACT, AS SHOWN ON THE ATTACHED PLAT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod with "Delta Survey" cap found for the north corner of said 5.81 acre tract, same being the northeast corner of a called 0.91 acre tract conveyed to Lake Travis Independent School District, described in Document Number 2018014123, Official Public Records, Travis County, Texas, same being the southeast corner of a called 136.059 acre tract conveyed to Lake Travis Independent School District, described in Document Number 2010014061, Official Public Records, Travis County, Texas, also being a corner in the west line of a remainder of a called 117.35 acre tract conveyed to Meritage Homes of Texas, LLC., described in Document Number 2011172383, Official Public Records, Travis County, Texas, for the **POINT OF BEGINNING;**

THENCE with the east line of said 5.81 acre tract, same being the west line of said remainder of 117.35 acre tract, S01°05'55"W, a distance of 223.15 feet to a 12 inch wood fence post found for the southwest corner of said remainder of 117.35 acre tract, same being a corner in the north line of said 5.81 acre tract;

THENCE leaving said common line, and crossing said 5.81 acre tract, S04°14'08"E, a distance of 249.23 feet to a ½ inch iron rod with "Delta Survey" cap found in the south line of said 5.81 acre tract, same being the northeast corner of that 1.31 acre tract conveyed to Lake Travis Independent School District and described in Document Number 2018014123, Official Public Records, Travis County, Texas, also being a corner in the north line of a remainder of a called 15.954 acre tract conveyed to Cecil D. Perkins, described in Volume 4223, Page 1454, Deed Records, Travis County, Texas;

THENCE with the south line of said 5.81 acre tract, same being the north line of said 1.31 acre tract, N86°05'45"W, a distance of 167.59 to a ½ inch iron rod found for the southwest corner of said 5.81 acre tract, same being the northwest corner of said 1.31 acre tract, also being a corner in the east line of a called 8.85 acre tract conveyed to Cecil D. Perkins, described in Document Number 2017173698, Official Public Records, Travis County, Texas,

THENCE with the west line of said 5.81 acre tract, same being the east line of said 8.85 acre tract, and the east line of the said 0.91 acre tract, N18°23'46"E, a distance of 485.03 feet to the **POINT OF BEGINNING** and containing 0.84 acres of land, more or less.

BEARING BASIS: Texas State Plane Coordinate System, Central Zone, NAD83/CORS

01-07-19
Date

John E Brautigam
Registered Professional Land Surveyor
No. 5057-State of Texas

STATE OF TEXAS
REGISTERED
JOHN E BRAUTIGAM
5057
PROFESSIONAL
LAND SURVEYOR

Delta Survey Group, Inc.
8213 Brodie Lane, Suite 102
Austin, Texas 78745
TBPLS Firm No. 10004700

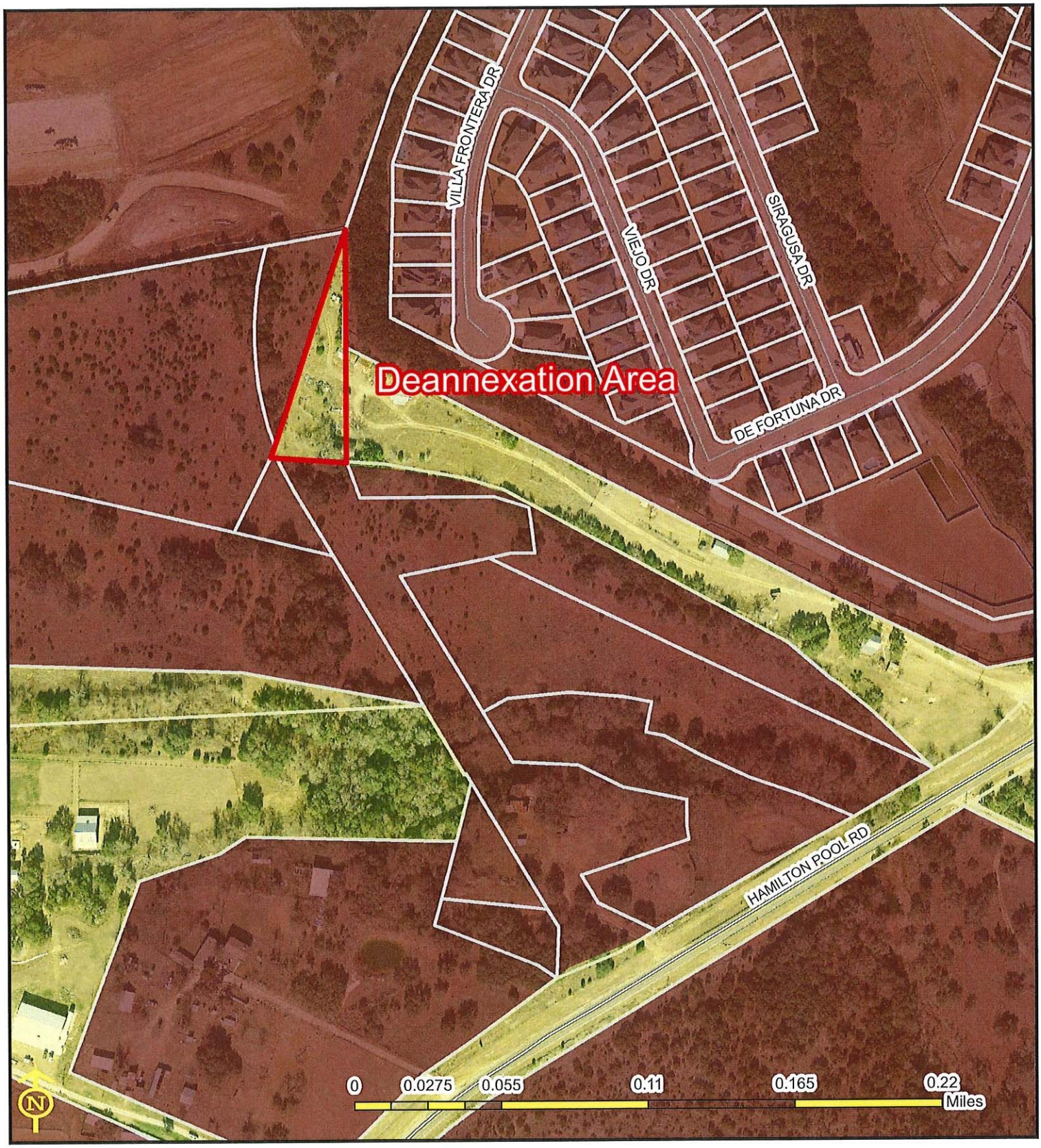
EXHIBIT B
PERMITTED EXCEPTIONS

Matters reflected on survey prepared by John E. Brautigam, R.P.L.S. No. 5057, dated 1/7/2019 and updated February 6, 2019:

1. Encroachment or protrusion of one-story stone & wood house, tin barn and metal tank onto or over easterly property line.

2. Any claim, right, or assertion of title by the adjoining land owner in and to that strip of land located between the property line and the fence(s).

3. Easement rights related to overhead utility line as shown.



06.11.19

Exhibit C

Legend

- Deannexation Area
- Bee Cave Corporate Limits
- Bee Cave ETJ
- Parcels

City Council Meeting
4/11/2023
Agenda Item Transmittal

Agenda Item:	**12.**
Agenda Title:	**Discuss and consider action to authorize staff to publish Request for Qualifications for multiple Professional Services for the design and construction of new Bee Cave Library and new Bee Cave Public Safety Building (PD)**
Council Action:	**Consideration & Approval**
Department:	**Administration**
Staff Contact:	**Clint Garza/Chelsea Maldonado T&T Heery**

1. INTRODUCTION/PURPOSE

Discuss and consider action to authorize staff to publish Request for Qualifications for multiple Professional Services for the design and construction of new Bee Cave Library and new Bee Cave Public Safety Building (PD)

2. DESCRIPTION/JUSTIFICATION

a) Background

The Draft RFQ intends to solicit multiple consultants for The City of Bee Cave to utilize for both CIP buildings, the Public Safety Building, and Bee Cave Public Library.

This RFQ shall allow a pool of various consultants to respond and be retained on an IDIQ basis through the course of design and construction of the two facilities.

b) Issues and Analysis

Approval would allow for this RFQ to be finalized with dates for April/May and solicitation of owner-held subconsultants to commence. This method best allows the City to reach a wide pool of consultants as well as be efficient with their time in retaining said consultants.

3. FINANCIAL/BUDGET

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

Addtl tracking info

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Consideration & Approval

Subsequent agreements with subconsultants will be brought to council after RFQ evaluation process.

ATTACHMENTS:

	Description	Type
🗋	RFQ Multiple Professional Servies	Backup Material

REQUEST FOR QUALIFICATIONS

FOR

CAPITAL IMPROVEMENT PROFESSIONAL SERVICES FOR THE DESIGN AND CONSTRUCTION OF A PUBLIC LIBRARY BUILDING AND POLICE DEPARTMENT / PUBLIC SAFETY BUILDING

April 2023

Responses will be accepted until ## p.m. CDT, May #th, 2023

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

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INTRODUCTION AND PROJECT DESCRIPTION:

Bee Cave Public Library Building:
As of March 2021, the City's population is estimated at 14,265; 8,879 within City limits and 5,386 within the ETJ. The City's population growth projects a population of approximately 15,000 people within the city limits by 2038. A new **Public Library** will be required to handle the department's current needs and growth well into the future. It is also notable that the Bee Cave Public Library serves communities beyond the city and ETJ, such as Lakeway, Spicewood, Steiner Ranch, Oak Hill, and others. The City of Bee Cave has tentatively selected a tract in the local development here forth referred to as "Revival Tract", for the site of the new Public Library building. This location is subject to change as programming is developed. As design and construction is underway, the current library staff will remain in the existing public library within Bee Cave City Hall.

Bee Cave Public Safety Building:
A new police facility will be required to handle the department's current needs and growth well into the future. The City of Bee Cave has undertaken a Needs Assessment and Site Analysis Study previously for the design and construction of a new police department building. The Needs Assessment and Site Analysis will be available to the selected firm prior to contract negotiations. The directly adjacent Lake Travis Fire Rescue ("LTFR") Station #603 will join the Bee Cave Police Department in the design and construction of this new building and the facility should be considering a Joint Facility, known as Bee Cave Public Safety Building. A needs assessment for LTFR will need to be performed and included in the programming and planning of the joint facility. Both the Police Department and LTFR will remain in their existing building through the course of design and construction. Site location of the new facility is provided as attachment " x ".

The City proposes to retain a pool of highly qualified and capable firms to perform Professional Services during the Phase 2 Environmental Site Assessment, Design and Construction of the project and will give prime consideration to the firms with extensive experience in the include Surveying/Platting, Geotechnical, Environmental, Construction Materials Testing, Traffic Engineering, Commissioning, Hazardous Materials Consulting, Air Quality Testing & Monitoring, Roofing, Building Enclosure Commissioning Services and Testing & Balancing of specific buildings similar in size and scope to this project. The City reserves the right to negotiate with the selected firms and is not obligated to enter any contract with any Respondent(s) on any terms or conditions.

CURRENT FACILITIES BACKGROUND:

The current facility housing the Public Library was built in 2007 as a combination of City Hall, Municipal Court, and Public Library building. It is located at 4000 Galleria Parkway, Bee Cave, TX 78738. The current facility houses 12 library staff. Bee Cave Public Library is an accredited Family Place Library (since 2017) and supports over 300 community programs. In 2019 it was estimated that over 100,000 people visited the library, with almost 12,000 attending community programs.

The current facility housing the Police Department was built in 1998 as a combination City Hall and Municipal Court building and was later taken over and modified for the police department's needs. It is located at 13333-A Hwy 71 West, Bee Cave, TX 78738. The current facility houses 19 sworn staff and one additional staff member. Bee Cave Police is a Recognized Agency through the Texas Police Chiefs Association Recognition Program.

The current facility housing Lake Travis Fire Rescue (#603) was built in 1994, and remodeled 2011. The current square footage is approximately 5900 SF and houses 5 staff. The current facility has 2.5 bays, living quarters, a kitchen, and an office.

SCOPES OF WORK:

The Public Library is expected to be an approximately 24,000 SF single-story, or, multi-story building that will include offices for administrative use, shared desk station(s) for circulation staff, separate work area for technical services, programming work area (craft prep), checkout desks on both floors, reference desks on both floors, floor and shelf space for 45k+ volumes, laptop docking work stations, family restrooms on all floors, public-access meeting rooms, large public conference room, outdoor and indoor book return, family area/reading room, separate teen program area, large storage area for programming supplies and excess volumes, quiet reading room, individual study rooms, usable outdoor spaces for reading, working, or programming. A unique play feature for children, including a play area with "Thinkery" elements. Sound studio, and stage integrated into the space. As well as all elements necessary. The design will also consider sustainability components, integration of public art or the city's branding, and an option for food or beverage purchases.

The new public safety building is expected to be an approximately 20,000-24,000 SF two-story building that will include offices for administrative use, evidence processing and storage, records retention area, holding for short-term temporary detention of arrestee's, investigations area, interview and interrogation rooms, training classroom that may be shared with other City staff or users, briefing room, men's and women's locker rooms, fitness room, living quarters and lounge, drive through fire-truck bays, full kitchen(s), conference and meeting rooms to accommodate various sized groups, a municipal court payment window, and one court office, as well as sufficient on site secure parking, associated site work including but not limited to a detention/retention pond, roads, landscape improvements, and other areas as necessary.

PROJECT SCHEDULE

The tentative Architectural/Engineering Design and Construction Documents Services Schedule for the Project ("Schedule"), starting with Schematic Design and ending with the release of Bid Documents is Ten (10) months, including an early procurement package. This schedule is subject to change.

The current estimated Construction Schedule for Substantial Completion of the *Library Building and Public Safety Building* is no more than sixteen (16) months after issuance of the Notice-To-Proceed with construction. This Schedule may be adjusted based on Preconstruction Services or proposal negotiations with the CMAR. Project Closeout and Warranty Period will also be a part of the overall Project Schedule

SOLICITATION

The City of Bee Cave is seeking submissions from qualified professional services consultants with proven experience in **Public Library Building and Police Department / Life Safety Building**. These professional services are for new construction projects for future Capital Improvement Programs or as requested on an Indefinite Delivery, Indefinite Quantity (IDIQ) Basis. These projects will include planning and new construction.

The professional services needed will include Surveying/Platting, Geotechnical, Environmental, Construction Materials Testing, Traffic Engineering, Commissioning, Environmental Phase I & II Services, Hazardous Materials Consulting, Air Quality Testing & Monitoring, Roofing and HVAC Testing & Balancing, and Building Enclosure Commissioning Services.

SERVICE MARKET SELECTIONS

Respondents may team as they deem necessary to respond to this RFQ by (A.) responding to one or more of the eleven (11) Service Markets individually or by (B.) submitting as a Prime Consultant and clearly identifying all Subconsultants and their proposed assigned Service Market(s).

A. Respondents are required to indicate one or more of the eleven (11) Service Markets of projects listed above for which to submit firm project information. The Respondent shall select up to eleven (11) of the firm's projects to highlight in detail as representing the firm's project experience. This maximum number of (11) of the firm's projects is a total for all categories. For example, a firm may submit one (1) project for each of the eleven (11) categories or submit any combination without exceeding eleven (11) total projects for this RFQ. All the projects must have been completed by the prime design/consulting firm. The work described must have been performed within the past ten (10) years.
B. The Prime Consultant and all its Subconsultants should be clearly identified along with the responsibilities of each and their respective Service Market. The successful Respondents may utilize the services of Specialty Subconsultants on those portions of the work that under normal practices are performed by specialty firms. Based on the proposed organizational structure, additional procurement requirements may apply. The successful Respondents shall not award any portion of the work to a firm that is not included in the RFQ response submitted by a Prime Consultant without written approval of the COBC. The acceptance of any and all Subconsultants shall reside with the entity of the successful Prime Consultant Respondent it is contracted with, and their decision shall be final. The successful Respondent shall be fully responsible for the performance, acts, errors and omissions of his subcontractors and persons directly or indirectly employed thereby.

Graphic Information: The Respondent may include photographs, plans, or other graphical information about any up to five (5) projects. When printed from the electronic file, this information shall not exceed one page per project.

EVALUATION FACTORS

The evaluation committee will conduct a comprehensive, fair, and impartial evaluation of responsive proposals received. Each proposal timely submitted will be analyzed to determine overall responsiveness and completeness as defined in the RFQ, including its scope section and in the instructions on submitting a proposal section. Failure to comply with the requirements of the RFQ or submission of an incomplete proposal may deem a proposal non-responsive and may, at the discretion of the Evaluation Committee, be eliminated from further evaluation.

If the evaluation committee has reasonable grounds to believe that a vendor is unable to perform the required services or delivered the required goods to the satisfaction of the City of Bee Cave, Bee Cave reserves the right to disqualify a proposal. Some indicators (but not a complete list) of vendor performance concerns are: past vendor performance; the vendor's financial resources and ability to perform; the vendor's experience or demonstrated capability and responsibility; and the vendor's ability to provide a reliable on-going business relationship and the maintenance of on-going agreements and support.

Following the review and scoring of responsive proposals, the evaluation committee will make a recommendation to the City of Bee Cave Council for contract award(s).

The selection committee may select one or more consultants or prime consultants to submit fee proposals based on their respective scope of work narrative. In the event of referenced shortlist, the Consultant shall obtain and make available fee proposals from qualified Subconsultants for those services. The fee shall be considered by the City and no such agreement exists until a contract is executed between the parties for the negotiated fee.

EVALUATION FACTORS	WEIGHT
1. Firm Experience and Qualifications Firm Years in Business Percentage of Licensed Professionals	25%
2. Relevant Project Experience Match of Experience to Project(s)	20%
3. Project Manager / Staff Experience and Qualifications Match of Experience to Project(s) Experience with Multiple Phased Projects	15%
4. Past Performance as Evaluated by Clients / Owners Past Performance on all Library and Police Department/Life Safety Projects or *Similar*	25%
5. Quality of Services Schedule Adherence Standards Adherence Reporting and Communication	15%
TOTAL	100%

All interested firms must submit five (5) copies of their qualifications and one electronic PDF copy via USB drive, deadline at xxxxx p.m., on xxxxx, xxxxx, 2023, addressed to:

Bee Cave City Hall
4000 Galleria
Parkway Bee Cave,
TX 78738
Attn of: Kaylynn Holloway, City Secretary

SPECIFIC INSTRUCTIONS AND INFORMATION

1. Submittals received after this time and date may be rejected as non-responsive. Submittals that do not meet the requirements outlines in this RFQ may, at the City's discretion, be deemed non-responsive. Submittals which are delivered by telephone, facsimile (fax), or electronic mail (e-mail) will not be acknowledged or considered.

2. The City of Bee Cave has contracted with Turner & Townsend Heery to act as its Project Manager and Owners Designated Representative (ODR). Turner & Townsend Heery will be the Single Point of Contact for all issues related to the design and construction of the new facility. In this capacity, Turner & Townsend Heery will oversee the development of scope, budget and schedules associated with the project and provide guidance to the Owner for issues related to the construction of the new facility. The Consultant will coordinate and cooperate fully with the ODR.

3. All questions concerning this RFQ will be directed to Chelsea Maldonado, Turner & Townsend Heery Project Manager at Chelsea.Maldonado@turntown.com Please refer to the below (Item #13) schedule for applicable deadlines to submit any questions related to this RFQ.

4. The City encourages the Submitter's RFQ to include qualifications for the entirety of the Professional Services team
5. Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be posted by the Owner on the City website as addenda. It is the responsibility of all respondents to obtain this information in a timely manner. All such addenda issued by the Owner before the qualifications are due, are considered to be part of the RFQ, and respondents shall acknowledge receipt of each additional addendum in its qualifications. Respondents shall consider only those clarifications and interpretations that the Owner issues by addenda prior to the deadline listed below (Item #13). Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing qualifications.

6. No lobbying of selection committee members, City staff, or City Council members will be permitted during the RFQ process.

7. Each responding firm certifies by submission of its qualifications that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or local department or agency.

8. The City reserves the right to terminate this process at any time and no guarantee is expressed or implied that obligates the City to contract services for the proposed project. The City shall not be liable to any firm for costs associated with responding to the RFQ or any costs associated with

negotiations.

9. The City anticipates using the services of a Construction Manager-at-Risk for project delivery. The Construction Manager-at-Risk will serve as an integral team member near the beginning of the design development efforts. Furthermore, the Construction Manager-at-Risk may be used, in conjunction with the design team, as the cost estimator, project scheduler, and implication of phasing alternatives for the projects upon completion of the plans, sufficient to estimate the project. All owner consultants will coordinate and cooperate fully with the Construction Manager-at-Risk.

10. Any contract resulting from this solicitation will be in the form an **Owner/Consultant Master Services Agreement** as modified and negotiated with the selected firm. See section 'City of Bee Cave Standard Forms', subsection 'Master Service Agreement Examples'.

11. A selection committee will review all submittals. During the selection process, the committee reserves the right, where it may serve the City's best interest, to request additional information or clarification from responders. After review of submittals and prior to final ranking, the committee may, at its discretion, select a firm or conduct interviews with the short-listed firm(s). The Committee's decision will be submitted to the City Council for consideration. The City Council's decision on the recommended firms is ratified by minute order and will include instruction to staff to begin contract negotiations with the "top" ranked firm.

12. Receipt of all addenda to this RFQ, if any, must be acknowledged by attaching a signed copy of each addendum to the RFQ submittal. All addenda shall become part of the requirements of this RFQ. Failure to acknowledge receipt of an addendum may result in the rejection of the RFQ submittal. All addenda will be posted at the same website as the RFQ

13. The anticipated timelines for this RFQ are listed below. Applicants will be notified of any change to the deadline for questions or deadline for SOQ submittal.

14. Certificate of Liability Insurance (ACORD Form) and Insurance Verification Form: All prospective vendors must provide both a Certificate of Liability Insurance (ACORD form) and an Insurance Verification Form signed by the insurance agent/broker. The sample ACORD form provided herein displays the types of coverage and limits required of all vendors by COBC's Risk Management department. Both forms must be included in the "**Response Attachments" tab**.

15. IRS FORM W-9 (Rev. 10-2018): Vendor must download this form, complete it, sign the form and include it under the "**Response Attachments" tab**. Vendors must ensure that the Legal Name and the Taxpayer Identification Number (TIN) entered on this form matches exactly with the information referenced in their IRS income tax return.

16. Financial Information: Provide a statement of the Respondent's financial stability and ability to fulfill the obligations of the contract(s) that may be awarded. Provide a copy of financial statements for the past three (3) years. Provide a description of all pending litigation instituted by or against the Respondent.

RFQ Timeline (Estimated):	
RFQ Released:	XXXXXXX , 2023
Pre-Proposal Conference	**XXXXXXX , 2023**
Deadline for Submittal of Questions:	XXXXXXX , 2023
RFQ Submittal Deadline:	XXXXXXX , 2023
Evaluation Process Completed:	XXXXXXX , 2023
City Staff Conducts Interview (if required)	XXXXXXX , 2023
City Council Authorizes Staff to Negotiate Contract(s)	XXXXXXX , 2023*

**Date subject to change in consideration of interview necessity and changes in council meeting dates*

Proposals Submission Deadline: Proposals consisting of five (5) copies and one electronic PDF copy via USB drive will be received before the deadline xxxx, xxxxx, 2023, at xxxx p.m. Central Standard Time (CST). Proposal packages will be addressed to:

Bee Cave City Hall
4000 Galleria
Parkway Bee Cave,
TX 78738
Attn of: Kaylynn Holloway, City Secretary

Pre-Proposal Conference(s): Pre-Proposal Conferences will be held in conjunction with this Solicitation as indicated below.

- XXXXX, XXXXX , 2023, XXXX AM/PM. virtually via Zoom — Email Chelsea Maldonado, Turner & Townsend Heery Project Manager at Chelsea.Maldonado@turntown.com by XXXXX, XXXXXX X, 2023 at XXXX p.m. CST to receive an invitation

Submitting proposals prior to the Pre-Proposal Conference is not recommended, and such proposals may be rejected by the City. Proposals may be opened and reviewed as received but will be done in a manner that avoids disclosure to competitors. Contents of proposals will remain confidential during the negotiation period. A formal public opening will not be held unless required by applicable law.

Vendors are strongly encouraged to attend the Pre-Proposal Conference. The conference will start promptly at the stated time and be moderated by the Category Specialist/Manager. General rules of business meeting protocol will be observed during the meeting. Admittance for individuals arriving late is at the discretion of the Category Specialist/Manager. If an individual is admitted late, questions already discussed will not be revisited during the remaining portion of the conference.

Individuals attending the Pre-Proposal Conference may be required to sign an attendance roster. In addition to their name and company name, each person may be asked to supply an email address and telephone number, if needed. This attendance roster will be posted as an Addendum on the City's https://www.beecavetexas.gov/business/current_bids___r_f_p_s portal along with the solicitation and other related documents.

Retracting Proposals: Once submitted, the City of Bee Cave will not return any physical proposals (including USB drive) to vendors. A proposal that has been submitted may be withdrawn in writing prior to the deadline for submission of proposals.

Late Proposals: Responses submitted after the due date and time noted in this solicitation shall not be considered. The time and date stamp clock of the City shall be the official date and time of receipt. It shall be the sole responsibility of the vendor to ensure that the proposal is received by the City by the specified deadline. There shall be no exceptions to these requirements.

Demonstrations/Interviews: At the City's discretion, one or more Vendors may be invited to demonstrate their solution(s) and/or system(s) and interview, based on a City pre-defined agenda and timeline. Said Vendors will be notified by e-mail if the City determines that such demonstrations and interviews are desired. Vendors shall demonstrate their competence, qualifications, and ability to satisfy the City's solicitation requirements.

Discussions/Negotiations; Best and Final Offers: Discussions/negotiations may be conducted with Vendors who are deemed to be within the final competitive range; however, the City of Bee Cave reserves the right to make one or more contract awards without discussions/negotiations. The competitive range, if any, will be determined by the City and will include only those proposals that the City determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, Vendors may be required to submit a best and final offer. The best and final offer may be required as early as 24 hours after completion of negotiations/discussions. Best and final offers must be received by the date/time provided during discussions/negotiations or the originally submitted proposal will be used for further evaluation and recommendation for contract award.

Retention of Proposals: All proposals submitted in response to this solicitation are the property of the City of Bee Cave.

Award: To the discretion of The City of Bee Cave one or more contracts (vendors) maybe awarded as result of this RFQ based upon the evaluation of the submitted proposals.

SCOPE OF WORK CONSULTATION SELECTION:

Submittals will be reviewed by a committee for the purpose of identifying and recommending the firm that offers the best qualifications and experience, at the City's sole discretion and judgement.

In evaluating the submittals, the City will consider the following factors:

- Completeness of the qualifications and compliance with the required format
- Project understanding, scope and approach to develop the project efficiently
- Experience in designing library buildings
- Quality of past projects
- Project references

SUBMITTAL REQUIREMENTS AND GENERAL INFORMATION:

Submittals should be sealed in an envelope marked with "**RFQ – Capital Improvement Professional Services — Survey/Platting, Geotechnical, Commissioning, Testing and Balancing and Other Related Services for the New Bee Cave Public Library and New Bee Cave Public Safety Building**" on the outside lower left-hand corner of the envelope. The submittal envelope must also have the Consultant's name and complete return address on the outside of the envelope.

The most highly qualified firm Respondents will be placed in a pool of qualified consultants. Individual project assignments will be made by Construction Services for the following Professional Services Consulting Service Markets (categories):

Service Market 1: Surveying/Platting Services	Service Market 6: Air Quality Testing & Monitoring
Service Market 2: Geotechnical Services	Service Market 7: Roofing Inspections
Service Market 3: Construction Materials Testing	Service Market 8: HVAC Testing and Balancing
Service Market 4: Traffic Engineering	Service Market 9: Commissioning
Service Market 5: Hazardous Materials Consulting	Service Market 10: Environmental Services Service Market 11: Building Enclosure Commissioning Services

SERVICE MARKET SPECIFICATIONS

Service Market 1: Surveying/Platting Services:

- Boundary Survey Information
- Topographic Survey
- Platting
    - General
        - Services must include all documentation as required for City of Bee Cave building permits.
        - Prepare maps or drawings in Owner compatible Auto CAD or latest version software format.
        - For each prepared survey, and other deliverables, provide electronic copy to

Owner and Architect/Engineer; provide one original mylar to Owner. Any printing requested by Owner shall be ordered by Registered Land Surveyor (RLS) through Owner's printing company at Owner's cost.

- Precision of the survey shall be based on the positional accuracy concept. Establish the boundary of the property within an error of closure of 1:10,000. Locate structures within the boundary within 0.2' positional accuracy.
- Drawings shall note all dimensions in feet (0.1 for tenths and 0.01 for hundredths).
- Unless otherwise approved by Owner, drawing sheet size shall be 30" x 42” with left side binding margin.
- Indicate NORTH arrow on each survey; include a legend of symbols and abbreviations on each document.
- Boundary, topographic and utility information shall be combined on the same drawing, unless otherwise requested. When a boundary survey is prepared initially, subsequent information shall be combined on a composite drawing.
- Indicate elevation datum on each drawing using NAVD 2022 (1988 Adjusted or latest adjustment) or as required by authorities having jurisdiction.
- RLS shall sign and seal each document and state that to the best of the Registered Land Surveyor's knowledge, information, and belief, all information thereon is true and accurately shown and meets all registration requirements.
- A reproduction of the recorded subdivision plat that created the Owner’s subject lot, block, or parcel.
- A property description describing the subject Owner’s parcel. If, in the opinion of the RLS, the description furnished or obtained is insufficient to fully define the extent or location of the parcel to be surveyed due to ambiguity or calls for adjoining deeds, prior recorded survey plats, etc., it is the duty of the COBC (unless agreed upon by all parties) to furnish the additional information requested by the RLS. This is not to be construed to indicate that the RLD has an obligation to research the title of record.
- Relevant data provided by the COBC regarding special circumstances, such as unrecorded easements, judgements or Court decrees that may influence the location of boundaries of the survey.
- A reproduction of the Township Plat and pertinent Monument Records if the survey is of a section or aliquot part of a section.
- It is the responsibility of each professional RLS to monitor his/her work and that of those working under his/her supervision, so that the methods used to perform the survey and produce the plat and/or report will be of such quality that the accuracy, precision, and positional tolerance of the final product delivered to the COBC will equal or exceed that which would be provided by another competent surveyor under similar circumstances. All field data, including electronic field notes, shall be retained in a legible and orderly fashion that will be understandable to other surveyors.

- BOUNDARY SURVEYS

  Include the following information on each boundary survey:

  - Dimensions, bearings, or angles, including curve lengths, radii, and delta angles, shall be clearly shown in respect to each property or boundary line.
  - Unless otherwise prohibited by law, where no monument exists, set permanent iron pin (monument) or other suitable permanent monument at property corners; drive pin adequately into ground to prevent movement and mark with wood stake; state on the drawing(s) whether corners were found or set and describe each.
  - Include in the legal description any measurements indicated in recorded deeds for comparison with actual observed information.
  - Reconcile or explain any discrepancies between survey and recorded legal description.
  - Provide property area in square feet, if less than one acre, or in acres (to .001 acre) if over one acre.
  - Identify jurisdiction and width of adjoining street and highway width and rights-of-way and pavement material.
  - For properties under zoning controls, indicate zone type and jurisdiction.
  - Provide plotted location of structures on the property. State character and number of stories. Dimension to property line and other buildings.
  - Identify any encroachments both directions across property lines.
  - Describe fences and walls in height and materials. Identify party walls and locate these with respect to property lines.
  - Indicate recorded or otherwise known easements and rights-of-way, and owner of right.
  - Describe possibilities of prescriptive rights-of-way and the nature of each.
  - Present anticipated street widening and source of information for planned improvement.
  - Provide individual lot lines and block numbers and street addresses of buildings.
  - Indicate sidewalks, curbs, gutters, and drives on block.
  - Provide building line and setback requirements, if any. Indicate “no setback” if set back does not exist.
  - Provide names of owners of adjacent property
  - Indicate perimeter outline only of thickly wooded areas for a “boundary only" survey. See tree documentation requirements below for topographic surveys.

- FULL SURVEYS

  Add the following information to a boundary survey for a full survey: <u>Topographic Information</u>

  - Traffic signals, all street signs, and pavement traffic markings in connection with boundary streets

- Indicate each streetlight, utility service pole, boxes, and equipment.
- Minimum of one permanent site benchmark for each 4 or less acres; description and elevation shall be to nearest .01’.
- Contours at 1-foot intervals; error shall not exceed one-half contour interval.
- Spot elevations on a 50’ square grid on pedestrian and landscape areas plus maximum high and low elevations. Interior spot elevations on roads shall be on a 50' grid plus maximum high and low elevations of pavement.
- Spot elevations on street shall be on cross-sections at 50’ intervals (right-of-way to right-of-way at 100' stations and half sections at 50‘ stations).
- Spot elevations on paving or other hard surfaces shall be to the nearest .01 foot and on other surfaces to the nearest .10 foot.
- Plotted location of structures, man-made and natural features; floor elevations at each main entrance of buildings on property; elevation of nearest manhole
- Location of fire hydrants available to property
- Location of flood ways, 100-year flood zone and 500-year flood zone and extent of each document source of information; indicate “NOT IN FLOOD ZONE” if entire property is outside of any floodway or zone
- Mean elevation of water in any excavation, well or nearby body; flood level of streams
- Extent of watershed onto property; probability of storm runoff overrunning the site
- Locations of test borings, if ascertainable, and elevation of top of holes
- Trees of 2 inches and over (caliper at 3 feet above ground), locate within 1 foot tolerance and indicate species
- For thickly wooded areas, indicate perimeter of wooded area and confirm any allowed exception to individual tree size, location, and species requirements in item 14 above; Owner may elect to increase caliper size of trees to be documented in wooded areas.
- Location, size, elevation of elevated piping, insulated piping, conduit, pipe racks and supports, except those above building roofs

o UTILITY INVESTIGATION

- Future plans of city, utility districts, and municipal utilities, when such information is discovered in routine information gathering
- Location and size of water main and gas mains serving or on the property, valves, meters, based on available plans and existing surface fixtures
- Location of electrical and telephone services, based on available plans and existing surface fixtures
- Location, size, depth and direction of flow of sanitary sewers, storm drains and culverts serving or on property; location of catch basins, manholes, and inverts of pipe at each, based on available plans and existing surface fixtures
- Name of operating authority of each utility

Service Market 2: Geotechnical Services:

- Services must include all documentation as required for City of Bee Cave building permits.
- Description of subsurface soil conditions at the site, including the location of any known earthquake faults, mines, walls, or anything else that might affect the proposed building.
- Review of site geology and how it will impact allowable soil values.
- Logs of exploratory borings summarizing the soil conditions encountered and the results of the laboratory testing as well as a plan indicating the number and location of the borings and elevations related to a common benchmark or datum, and depth.
- Recommendations of suitable foundation systems for structure.
- Influence of foundation construction on existing foundations and recommended mitigation measures as required.
- Allowable soil bearing values for mat foundation embedded in native soils at grade. Include values for the following load cases: dead plus live, dead plus live plus wind/seismic.
- Static modulus of subgrade value for developing vertical soil springs for the following load cases: dead plus live, seismic.
- Recommendations for site slab-on-grades such as sidewalks, drives, or streets, including recommended procedures for subgrade preparation and criteria for testing subgrade preparations for compliance with the specified procedures.
- Design values for cantilevered site retaining walls including allowable and ultimate bearing pressures, active pressure, passive pressure, coefficient of friction, other surcharge criteria, appropriate combinations of resisting elements and methods of surcharge loading.
- Evaluate necessary groundwater control measures to be taken during construction.
- Evaluate necessary groundwater control measures to be taken after construction is complete (permanent dewatering, etc.).
- Provisions for the control and drainage of surface water.
- Estimate of potential impact of expansive soils and mitigation methods as required.
- Presence of alkali or other deleterious material in sufficient quantities to affect concrete or steel either during construction or after completion.
- Suitability of site excavated material for use as fill or backfill material and general availability of suitable off-site fill.
- Backfill and compaction requirements for excavated material and for engineered fill.
- All work as typically offered by Geotechnical Firms.

Service Market 3: Construction Materials Testing:

- Provide all testing and inspection as required by the Texas Building Code, the contract, and additional test or inspections required by the City of Bee Cave.
- Provide qualified personnel at the site(s)
- Ascertain compliance of materials and mixes with the contract and specification requirements.
- Attend pre-construction and progress meetings when requested.
- Perform all work in conformance with the requirements of all applicable laws, codes, ordinances, and regulations
- Structural testing and special inspections
- Soils analysis, compaction testing, and excavations
- Masonry testing and inspection including grout inspections
- Specified inspecting, sampling, and testing of products in accordance with specified standards and report all compliant and non-compliant test findings
- Earthwork Inspections
- Foundation Inspections
- Concrete Inspections
- Structural Steel Inspections

- Fireproofing Inspections
- Engineering site visit and report review
- Prepare, cure, store, and transport project samples to a laboratory in compliance with applicable standards.
- All tasks in relation to construction materials testing services as required and/or requested by the City of Bee Cave.

Service Market 4: Traffic Engineering:

- Determine appropriate level of Traffic Study required.
- Work should be completed by a Licensed Civil Engineer.
- Identify the adequacy of the existing street right of way to accommodate any changes resultant of the proposed development/redevelopment.
- Develop mitigation measures for if significant adverse impacts are identified.
- Determine the appropriate traffic impact category for the proposed development.
- Generate site traffic using the methodologies found in the current edition Institute of Transportation Engineers (ITE) publication, Trip Generation.
- Participate in preliminary scoping meetings with the City of Bee Cave.
- Prepare a proposal of scope for the Traffic Impact Analysis (TIA).
- Develop plans for construction zone traffic control.
- Develop detour route plans.
- Study Horizon shall be Opening Year, each phase of the proposed development and Full Build-Out Year when applicable.
- Provide electronic and bound copies of analysis report.
- Provide 24-hour approach volumes at major and site access intersections.
- Provide peak AM and PM hour approach volumes at major site access intersections.
- Analyze existing, background, and project Traffic Conditions Level of Service (LOS) and Delay.
- Capacity analyses shall be performed within the determined analysis area.
- For each analysis horizon, utilize the total project traffic volume including site generated traffic and the background traffic.
- Background traffic shall include traffic from other proposed developments within the analysis area and horizon.
- Tabulate overall intersection LOS and delay for each approach and individual movements.
- Include analysis of queue spillbacks and capacity of left and right turn lanes.
- Traffic Impact Analyses will be required for each Phase of the proposed project development.
- To the extent practical, use Texas Manual on Uniform Traffic Control Devices (TxMUTCD) approved signs and pavement markings.
- Collect all data required to develop a base map of existing conditions which can be used for the design process.
- Coordination with the TxDOT (Texas Department of Transportation) and address Pedestrian Crossing Guidelines
- Address Traffic Signal Synchronization and Special Event Guidelines
- The Traffic Engineering Study shall comply with requirements of the most recent versions of the Texas Manual on Uniform Traffic Control Devices (TMUTCD), Transportation Research Board Highway Capacity Manual (HCM), AASHTO A Policy on Geometric Design of Highways and Streets ("Green Book"), and other standards of traffic engineering practices, as appropriate.
- The traffic data collection schedule shall be coordinated and approved by the City Traffic Engineer.
- All tasks in relation to traffic engineering services necessary to survey and research to identify safe and efficient traffic flow.

Service Market 5: Hazardous Materials Consulting:

- Asbestos-Related Consulting Services
    - Services must include all documentation as required for City of Bee Cave building permits.
    - Provide State of Texas, Division of Occupational Safety and Health, Certified Asbestos Consultant(s) (CAC) or Certified Site Surveillance Technician(s) (CSST), for asbestos-related services.
    - Review sites and scope of work and/or specification and plans for proposed construction activities to determine the type of work that will occur on the project.
    - Meet with City of Bee Cave Project Manager (ODR) and where applicable, other consultants, to perform on-site inspections of the locations involved in the project to determine where asbestos containing materials may be present or are near the work and could be impacted, because of the project.
    - Inspections shall include accessing inaccessible spaces and the collection of bulk samples of suspect materials not identified as positive or negative for asbestos content.
    - Sampling to be conducted in accordance with EPA/AHERA established sampling protocols and asbestos analysis shall be performed by an accredited laboratory.
    - Lead-Related Consulting Services Provide staff with State of Texas, Department of Health Services Lead Certification to perform lead-related services.
    - Review sites and scope of work and/or specification and plans for proposed construction activities to determine the type of work that will occur on the project.
    - Meet with City of Bee Cave Project Manager (ODR) and where applicable, other consultants, to perform on-site inspections of the locations involved in the project to determine where lead- based paint may be present or are in close proximity to the work and could be impacted, as a result of the project.
    - Hazardous Materials Consulting Services Perform a visual evaluation of potential hazardous chemicals and/or ballasts to determine the need for additional mitigation efforts required for safe demolition.
    - The Consultant is to visit the project site and determine what materials require sampling. The Consultant is to take bulk samples of all materials that are suspected to be hazardous including all unmarked containers containing unknown substances. The following items may require sampling: Paint, window caulking, waterproofing; PCB Ballasts; Mercury thermostats and light switches; Cooling units, air conditioners and water fountains; and other suspect items.
- Assessment Reports and Abatement Plan
    - Prepare an Assessment Report for each project and in the case of projects involving site acquisition, subsections by each property parcel including a description of the site conditions, details of the site inspection/investigations, site drawings indicated sampling locations, site photographs and laboratory results with a summary of all identified asbestos, lead, or hazardous materials.
    - Prepare recommendations and an abatement plan with an estimate of costs for abatement of the materials that will impact the project/parcels.
    - The abatement plan shall include an Abatement Scope of Work and Abatement Technical Specifications to be included in the Project Bid Documents.
    - Review and approve the contractor's abatement and disposal plan for compliance with the plan.

    - Review and monitor the certifications and medical clearances for all personnel proposed or assigned to the job.
- Construction Phase
    - Attend all necessary construction meetings during the course of abatement work.
    - During construction, monitor abatement work to ensure compliance with the contract requirements and completion of the work by the abatement contractor.
    - Review abatement contractor submittals.
    - Provide on-site inspections with daily reports and photos of abatement work.
    - Maintain on-site records and perform monitoring during all abatement work.
    - Monitor abatement contractor's compliance with the plans, specifications and any regulations including but not limited to certification of abatement workers, ensuring proper containments, and confirmation of the removal of all asbestos, lead and hazardous materials.
    - Assist the City of Bee Cave with problem resolutions associated with abatement work.
    - Keep City of Bee Cave informed of abatement contractor's performance.
- Close-out Phase
    - Verify the Uniform Hazardous Waste Manifest, when required, has been submitted and reviewed by OEHS for completeness a minimum of 48-hours prior to the date the waste is to be removed from the site.
    - Consultant shall provide waste specific information for inclusion on the manifest. No hazardous waste may be transported away from a City of Bee Cave site without a manifest.
      Submit all original paperwork required to be maintained by the contract documents, this agreement, and by law to the City of Bee Cave.
    - Upon completion of the abatement work, prepare a Closeout Abatement Report that documents all the activities performed, including copies of all sampling forms with results, daily reports, progress photos, correspondence, and any regulatory compliance forms.

Service Market 6: Air Quality Testing & Monitoring:

- Air quality monitoring and testing.
- Air monitoring and testing during abatement.
- Air monitoring and testing after remediation activities.
- Determination of levels of carbon dioxide, carbon monoxide, volatile organic compounds, mold, or other potential air quality inhibitors.
- Collect samples per environmental guidelines to confirm that the environment is free of air quality inhibitors.
- Documentation and reporting of air quality of The City of Bee Cave facilities.
- All tasks in relation to Air Quality Monitoring and Testing services necessary to test, review, and report indoor air quality conditions.

Service Market 7: Roofing Inspections:

- Review Construction Documents including roof components, roof details and specifications.
- Review contractor's submittals.
- Participate in pre-construction and pre-installation meetings.
- Observe the progress of the work during construction for compliance with construction documents.

- Review the contractor's recommendations, evaluate them and submit them to The City of Bee Cave for final decision.
- Attend meetings as directed by The City of Bee Cave and report on the roof construction.
- Prepare field reports recording the project representative's time and activities related to the project, weather conditions, nature and location of the work being performed, verbal instructions and interpretations given to the contractor and specific observations.
- Random checks of materials delivered to the site to check for conformance with those specified.
- Test cuts where specified and deemed necessary.
- Assess the condition of the substrate prior to roof application.
- Recommend and document necessary maintenance, repairs and replacement of roofing.
- Record the weather each workday, including: temperature, rain or percentage of chance of rain and wind conditions.
- Provide quality assurance inspections at major phases of construction.
- Maintain ongoing roofing punch list items on the project.
- Provide a written report that summarizes all test data, observations, or other information as appropriate.
- Review Operations and Maintenance documents and warranties to ensure compliance.
- Inspect roofing conditions on existing facilities and provide a written report of the findings and possible solutions, if needed.
- Develop construction drawings and specifications, if needed, to upgrade, improve or replace damaged roofing.
- All tasks in relation to Roofing Inspection services necessary to maintain, repair, or replace roofing systems of facilities throughout The City of Bee Cave.

Service Market 8: HVAC Testing and Balancing:

- Provide a Scope of Work detailing the type of system for the selected project requiring HVAC Testing & Balancing Services.
- Provide all services necessary to investigate and inspect HVAC equipment for problems that relate to, but not be limited to, materials, workmanship, age, warranty, and deterioration.
- Review and comment on specifications, design submittals, and construction documents prepared by other consultants.
- Review, provide inspection services, and report on specific areas of construction when requested.
- Provide services, investigation, identification, analysis, and recommendation with costs for specific school facility problems or needs.
- Visit jobsites and make general inspections.
- Prepare reports noting discrepancies regarding equipment, installation, or placement. Subsequent reports will list corrections made from previous reports.
- Air distribution test and balance will include balancing of the air conditioning, ventilating, and exhaust systems to achieve the air quality specified.
- Perform full inspection of all mechanical systems to determine compliance.
- Hydronic systems testing and balancing will include balancing of condenser, chilled and heating hot water circulating systems to obtain water quantities, and temperature differentials through all system components.
- Make component performance analysis.
- Provide instruction of operation to the City of Bee Cave personnel.

- Any and all tasks in relation to mechanical heating ventilation and air conditioning systems testing and balancing services as required and/or requested by The City of Bee Cave.

Service Market 9: Commissioning:

- Provide Enhanced Commissioning Services, including but not limited to, mechanical, electrical, and plumbing verification during design, construction, equipment startup and building operation to ensure the building systems meet The City of Bee Cave's quality standards and established project requirements.
- Pre-Design Phase
    - Assemble commissioning team, hold a scoping meeting, and identify and review responsibilities with commissioning team members.
    - Develop a draft design-phase commissioning plan.
    - Attend commissioning meetings as needed with project manager and design team.
    - Assist Owner with developing Owner's Project Requirements. (OPR). Develop and review the design intent documentation for clarity and completeness, including language for the following systems: day lighting, HVAC, domestic hot water, emergency power and ATS, renewable energy, DDC controls, lighting controls, HVAC testing and balancing (if utilized).
- Design Phase
    - Coordinate the commissioning work during design.
    - Update the design phase commissioning plan.
    - Perform focused reviews of the design, drawings, and specifications at various stages of development during schematic design, design development and contract document (60% CD and 95% CD phases).
    - Review the development and updating of the Design Record documentation by design team members (Design Intent, Design Narrative, and Design Basis)
    - The commissioning specification shall include a detailed description of the responsibilities of all parties, details of the commissioning process; reporting and documentation requirements, including formats; alerts to coordination issues; deficiency resolution; construction checklist and startup requirements; the functional testing process; specific functional test requirements, including testing conditions and acceptance criteria for each piece of equipment being commissioned.
- Construction Phase
    - Review normal Contractor submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with the A/E reviews.
    - Review equipment warranties to ensure that the Owner's responsibilities are clearly defined.
    - Oversee and review the training of the Owner's operating personnel. Review the preparation of the O & M manuals for commissioned equipment.
    - Compile a Commissioning Systems Manual, which shall include:
      Owner's Project Requirements; Design Narrative and Basis of Design (by designer); Performance Metrics, if completed during design; space and use descriptions, single line drawings and schematics for major systems (by designer); control drawings, sequences of control (by contractor); and a table of all set points and implications when changing them, schedules, instructions for operation of each piece of equipment for emergencies, seasonal adjustment, startup and shutdown, instructions for energy savings operations and descriptions of the energy savings strategies in the facility, recommendations for re-commissioning frequency by equipment type, energy tracking recommendations, and recommended standard trend logs with a brief description of what to look for in them.

- Warranty Period
    - Return to the site at ten (10) months into warranty period and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also interview facility staff and identify problems or concerns they have with operating the building as originally intended. Make suggestions for improvements and for recording these changes in the 0&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

Service Market 10: Environmental Services:

- The purpose of these services is to provide Phase I and Phase II Environmental Site Assessments ("ESA") for properties being considered for purchase by the City ("City of Bee Cave").
- The intended use of the report(s) is to support the decision-making process for purchasing property for ("The City of Bee Cave ").
- Phase I Environmental Site Assessment
    - Perform a limited Historical Chain of Title Search and Travis County Directory Review and evaluate the title information provided for the Subject Property.
    - Conduct an on-site reconnaissance to visually observe changes to the Subject Property and identify, by physical evidence, the presence of possible adverse environmental conditions or wetlands.
    - Coordinate with key on-site personnel and property representatives (if available) to obtain information relevant to the Subject Property and adjoining properties.
    - Review historical data (air photography, land records, maps, etc.) to verify past uses of the Subject Property and adjoining properties. This readily available data will be used to check when the Subject Property first contained a structure or when the Subject Property was first used for residential, agricultural, commercial, industrial or governmental use.
    - Identify immediate adjacent properties' current uses and status in order to ascertain their potential to act as sources of off-site contamination.
    - Review up to date relevant Local, State and Federal regulatory agency databases to determine past violations, hazardous waste spills, and/or other reported environmental incidents that may have occurred on the Subject Property or in the immediate vicinity of the Subject Property.
    - Prepare a written report detailing the Consultant's investigation and findings. Included in the report will be any suspected environmental degrading conditions as well as recommendations for further investigation if necessary. Consultant will provide three (3) copies of the final report to The City of Bee Cave.

- Phase II Environmental Site Assessment
    - The Phase II Environmental Site Investigation ("ESI") will involve performing subsurface investigation of the surrounding business activity that may pose some type of subsurface impact. These locations should be identified in the Phase I ESI.
    - Consultant will not encroach on any area outside the Subject Property, unless requested to do so by the City of Bee Cave.
    - Consultant will perform Geoprobe soil borings at locations to be determined by consultant to a depth of groundwater within the Subject Property perimeter.
    - 0 Consultant will collect several soil samples from each boring and groundwater at the water table respectively.
    - O To collect the most representative sample material, Consultant will perform field screening with a hydrocarbon detection instrument prior to collecting and placing the sample into a certified container.
    - O At the end of the workday, all samples will be recorded in the field on a proper Chain of Custody, placed in coolers and properly preserved and submitted to an approved laboratory for analysis.
    - O Analysis of all samples shall include Total Petroleum Hydrocarbons, and heavy metals, including Arsenic, Barium, Cadmium, Chromium, Lead, Selenium, Silver and Mercury.
    - O Until final disposition, all Geoprobe soil boring residual material will be placed in fifty- five (SS) gallon drums and delivered to a temporary holding facility identified by the City of Bee Cave. The final disposal of residual soil boring material will be based on the results of the sample analysis.
    - O When requested by the City of Bee Cave, Consultant will perform a limited asbestos and mold investigation for improvements that may be on the Subject Property.
    - O Upon completion of the Phase II ESI field activities and review of analytical results, Consultant will prepare a final Phase II ESI report with conclusions and recommendations for environmental services involving corrective actions and/or an action plan for the Subject Property, if needed. Consultant will provide three (3) copies of the final report to the City of Bee Cave.

Service Market 11: Building Enclosure Commissioning Services:

- Pre-Design Phase
    - Building Enclosure Commissioning Provider to work with the COBC's staff, assigned PM, Architect of Record (AOR)/Engineer, and CMAR GC as a team to develop Owner's Project Requirements (OPR)
    - Form the proposed BECxP / CxA+BE Team
    - Development and acceptance of initial Building Enclosure Commissioning Plan (BECxP)
    - Initiate and organize Kick-Off and future Project Meetings
    - Determine Commissioning (Cx) Scope and Budget for the Commissioning Process
    - Evaluate design concepts against OPR and the AOR's design intent (BOD, Basis of Design) in all phases
    - Determine Training Requirements (and update in all Phases)

- Design Phase

    - Develop and document BECxP / CxA+BE specification, establish BECxP / CxA+BE Team, and identify responsibilities
    - Develop design concepts with the Architect of Record
    - Review project drawings and specifications
    - Brief the CMAR, A/E, PM, and Owner Teams
    - Perform final review of permit and bid documents
    - Develop construction checklists

- Pre-Construction Phase
    - Verify material/assembly compatibility
    - Evaluate submittals and shop drawings
    - Review construction sequencing and scheduling
    - Participate in Pre-Construction and Commissioning Meetings
    - Perform material testing of alternative materials
    - Oversee construction of mock-up and perform testing with documentation, observations, comments, and recommendations
    - Perform hygrothermal computer modeling

- Construction Phase
    - Verify and document field QA/QC programs
    - On-site review and field testing of installations (i.e., Electronic/Air Leak Detections, Structural/Water/Static Pressure/Roof Membrane/Water Uplift Testing, Structural/Water Infiltration Failure Analysis, Thermal Imaging, Air Barrier Testing, Emergency Response)
    - Finalize Cx Plan based on mock-up testing
    - Integration of RFIs and Change Orders to the Cx Plan
    - Provision and follow-up of on-going deficiency lists
    - Attendance relevant site meetings
    - Coordination of Commissioning Plan items to relevant parties
    - Resolve disputes related to building enclosure performance
    - Compile a Final Building Enclosure Commissioning Report, which shall include a full summary report with appropriate documentation including, but not limited to, the following information: A narrative describing the BECx items and issues discovered, a summary and list of enclosure systems and components included in the Cx program, a description of non-compliant conditions noted during site observations with follow up documentation on the means and methods to resolve the issues, summary results of building performance testing and field reports, and to identify key warranty areas and their expirations.

- Occupancy and Operations Phase
    - Prepare for submittal of the Substantial Completion Document
    - Completion of all Owner Project and Agreement Requirements or Documented Amendments
    - Conduct Systems Training
    - Finalization of Project Cx record with warranties and close-out documentation
    - Update and distribute Final Project Cx Report

- Verify applicable training procedures of building maintenance personnel
- Verify Schedule of Services during the Warranty Phase
- Update and distribute Building Enclosure Commissioning Report
- Verification of Cx Responsibilities for all work identified in the Cx Plan
- Direct & Verify Seasonal tests
- Coordinate Building Enclosure Contractor Call-back and Warranty Enforcement

- Warranty Period
  - Return to the site at Ten (10) months into warranty period and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also interview facility staff and identify problems or concerns they have with operating the building as originally intended. Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports and documents and requests for services to remedy outstanding problems.

FORMAT FOR RESPONSE TO RFQ:

The submitted response to this RFQ should be as concise as possible while adhering to the format and information requirements described below. Please limit your response to a maximum of twenty (20) letter-sized (8 ½" x 11") single-sided pages, excluding the cover letter, resumes, and any relevant certification/legal information. Font size of 11 or larger is required, with margins (top, bottom, left and right) no smaller than 3/4 inch. The submitted response shall be tabbed sections and divided into the following sections:

Tabbed Sections:

Cover Letter

Section I — General Information

Section II — Project Organization

Section III — Experience and References

Section IV — Project Approach and Methods

Section V — Summary

Appendix A — Resumes

Appendix B — Response Attachments

Cover Letter

A cover letter is not required, but if included, shall not exceed one page

Section I — General Information & Insurance/Legal Status

Provide the following information about each firm (including any sub-consultants) participating in the project:

- Name and address of firm
- Project contact name, telephone number, and email address
- Type of firm
- Number of years in business

- Texas office locations and address of the firm performing the work on this project
- Types of consulting services proposed for this project by your firm.
- Staff
  - Total number of employees
  - Number of Texas licensed professional architects

Provide the following insurance/legal information about each firm participating in the project:

- Proof of Insurance – Worker's Compensation meeting the requirements of the State of Texas; Commercial General Liability Insurance of at least $1,000,000 per occurrence, Bodily Injury and Property Damage coverage shall be $1,000,000; Professional Liability Insurance of at least $1,000,000; Business Automobile Liability of at least $1,000,000; Cyber Security Liability Insurance of $1,000,000 per occurrence.
- Jurisdictions, disciplines, and trade categories which your organization(s) is legally qualified to do business within the State of Texas. (Indicate registration or license numbers, if applicable)
- List any actions taken by any regulatory agency of government or involving the firm(s), its agents, or employees with respect to any work performed.

Section II — Project Organizations

Provide the following information about each firm (including any sub-consultants) participating in the project:

- Relationship of firms (if more than one) — explain what each firm will contribute to the project. Include an Organizational Chart.
- Key personnel assigned to project and organizational relationship
  - Principal-In-Charge
  - Senior Manager/Engineer
  - Project Manager/Engineer
  - Technician
  - Other key personnel
  - Abbreviated resume for each individual identified as key personnel above, including the following items: specific qualifications, office location, background, experience, and project responsibilities.

Section III — Experience and References

The intent of this section is to obtain information related to a maximum of five (5) projects within the past ten (10) years that will illustrate the consultant's ability to perform services required for this project. The projects referenced should be directly related to library buildings, public safety buildings, or other community, municipal and education buildings, and any projects directly associated with the key personnel identified in Section II should be noted. For each Project, provide the following information:

- Project name and location
- Name, address, and telephone number of customer contact familiar with the project
- Project description
- Scope of services provided
- Indicate involvement of key personnel recommended for this project (Key personnel having previously worked as a team on the referenced experience is preferred)
- Original Substantial Completion date of project and actual date
- Construction cost at original contract start and final cost at end of construction

Section IV — Project Approach and Methods

Discuss the following as related to the proposed project:

- Approach to planning, design, and scope management; include communication procedures, approach to problem solving, quality control, and other similar factors.
- Describe your firm's experience working with the CMAR project delivery method and the assigned project types. Discuss your method of working with the CMAR, Architect and Project Manager as a team member to deliver a project and to maintain the budget scope throughout the design and construction process.

Section V — Summary

In no more than three (3) pages, summarize your submittal and add any other comments that you feel would make your firm uniquely qualified to participate in the project(s). Describe why your firm should be selected.

Appendix A — Resumes

Resumes may be included as an appendix and shall be limited to no more than two (2) pages per person and twenty (20) pages total. Resumes should be provided for each firm (including any sub-consultants) participating in the project.

Appendix B — Response Attachments

THE CITY OF BEE CAVE, TEXAS
RESERVATION OF RIGHTS

In connection with the RFQ and Project, the City reserves all rights (which may be exercised by the City in its sole discretion) available to it under applicable laws, including without limitation, and with or without cause and with or without notice, the right to:

1. Cancel the RFQ, in whole or in part at any time before the execution of a contract by the City, without incurring any cost, obligations or liabilities.

2. Issue addenda, supplements, and modifications to this RFQ.

3. Revise and modify, at any time before the RFQ submittal due date, the factors and/or weights of factors the City will consider in evaluating the Statement of Qualifications (SOQ) and to otherwise revise or expand its evaluation methodology as set forth herein.

4. Extend the RFQ submittal due date.

5. Investigate the qualifications of any firm under consideration and require confirmation of information furnished by a firm.

6. Require additional information from a firm concerning contents of its SOQ and/or require additional evidence of qualifications.

7. Waive or permit corrections to data submitted with any response to this RFQ until such time as the City of Bee Cave declares, in writing, that a particular stage or phase of its review of the responses has been completed or closed.

8. Reject at any time, any or all submittals, responses and SOQs received.

9. Terminate at any time, evaluations of responses received.

10. Seek assistance of independent technical experts and consultants in the SOQ evaluation.

11. Hold interviews and conduct discussions and correspondence with one or more of the firms responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ.

12. Seek or obtain from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ.

13. Disclose information contained in an SOQ to the public as described herein or referenced in this RFQ.

14. Authorize firms to substitute key personnel until the City declares, in writing, that a particular stage or phase of its review has been completed and closed.

15. Waive deficiencies in a SOQ, accept and review a non-conforming RFQ submittal or seek clarifications or supplements to an RFQ submittal.

16. Disqualify any firm that changes its SOQ without the City's authorization.

17. Exercise any other right reserved or afforded to the City under this RFQ. The City reserves the right to modify the process in its sole discretion to address applicable law and/or the best interest of the City.

The City shall not, under any circumstances, be bound by or liable for any obligations with respect to the Project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the City have been executed and authorized by the City, and then only to the extent set forth.

City of Bee Cave Standard Forms and Documents

- Master Services Agreement Examples
    - Land Survey
    - Geotechnical Engineering
    - Enhanced Commissioning
    - Construction Materials Testing
    - Traffic Engineering
    - Hazardous Materials Consulting
    - Environmental Phase I & II Services
    - Air Quality Testing & Monitoring
    - Roofing
    - Testing & Balance
    - Building Enclosure Commissioning Services

City Council Meeting
4/11/2023
Agenda Item Transmittal

Agenda Item:	**13.**
Agenda Title:	**Discuss and consider action on a Memorandum of Understanding with the Travis County Emergency Services District No. 6 to establish the Joint Facilities Project.**
Council Action:	**Consideration & Approval**
Department:	**Administration**
Staff Contact:	**Clint Garza/Chelsea Maldonado T&T Heery**

1. INTRODUCTION/PURPOSE

Discuss and consider action on a Memorandum of Understanding with the Travis County Emergency Services District No. 6 to establish the Joint Facilities Project.

2. DESCRIPTION/JUSTIFICATION

a) Background

The attached Memorandum of Understanding ("MOU") seeks to establish general guidelines between the City of Bee Cave and Travis Country ESD #6, "LTFR" for the design and construction of a joint facilities project which will house both Bee Cave Police Department and LTFR Station 603. This agreement does not bind the parties to any action and only provides the framework for negotiations and future agreements.

b) Issues and Analysis

The Interlocal Agreement and MOU shall be reviewed by LTFR following approval by the City. Agreement by both parties will allow joint programming and design to commence on the building.
A subsequent agreement shall be drafted to further detail the roles through construction and the separate or shared costs through design, permitting, construction, and occupancy. That agreement will be brought to the council at a later date and will supersede the MOU.

3. FINANCIAL/BUDGET

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

Addtl tracking info

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Consideration & Signature Approval

ATTACHMENTS:

Description	Type
BCPS MOU DRAFT	Backup Material

JOINT FACILITIES PROJECT
Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into the ___day of _____, 2023, by and between The City of Bee Cave, Texas ("City"), and Travis County Emergency Services District No. 6, known as Lake Travis Fire Rescue ("LTFR"), collectively referred to as "the Parties."

The purpose of this MOU is to establish the Joint Facilities Project ("Project"). The City and LTFR have engaged in preliminary discussions concerning a proposed joint facility for law enforcement and emergency services to be developed by the Parties. This MOU outlines certain general parameters under which the City and LTFR would be willing to pursue the negotiation of possible detailed definitive agreements pertaining to the Project. This MOU is not, nor is it intended to be, an exhaustive or complete discussion of either the terms and conditions set forth herein or of any prospective agreements pertaining to the Project but merely provides a non-binding framework for focusing negotiations of possible definitive agreements. As set forth in more detail later in this MOU, nothing contained herein is intended to be binding upon either party with respect to, nor bind any party to take any official actions or pursue any transaction regarding, the Project.

Subject to the foregoing and the other provisions hereof regarding the non-binding nature of this MOU, the following are certain general parameters pursuant to which City and LTFR would commence negotiations concerning the Project.

Project Site and Preliminary Matters

The Project would be developed on an approximately 2.19-acre tract (the "Project Site") located at the property shown in Exhibit " ". City currently owns a portion of this Project Site and has the remainder under contract for purchase. Parties will authorize City to attempt to acquire additional land as necessary to accommodate the Project. If any additional property is acquired for the Project, City staff will initiate any necessary zoning case or cases to cause the Project Site to be properly zoned to allow for the operation of the Project thereon. The Parties' obligations under any definitive agreements would be subject to and conditioned upon approval by the City of zoning or rezoning that allows for the operation of the Project at the Project Site.

Environmental Considerations

City and LTFR would jointly ensure that the Project and any related development incorporates environmentally sound principles and practices in the planning, design, construction, operation and maintenance thereof, especially with respect to water quality control measures and the construction of infrastructure on the Project Site. The Project would be required to be built and operated in accordance with the environmental standards which are developed by the Parties and approved by the City Council. All such standards would be included in the definitive agreements.

Infrastructure Improvements

To facilitate the construction of the Project, the Parties would identify public infrastructure improvements in the definitive agreements specifying the timetable for the design and construction of any such improvements. The Parties shall share equally in any infrastructure and improvements costs. All such infrastructure and improvements would be required to be planned, designed, constructed, operated,

and maintained in accordance with the detailed standards reflecting the concepts described in the "Environmental Considerations" section above, as well as any other applicable laws, regulations, and ordinances.

Planning and Design for Project

The City will solely solicit and select a designer and contractor for the Project. City has also contracted with a Program Manager/Project Manager, "Turner & Townsend Heery", that will assist both the City and LTFR with the design and construction process. City and LTFR will share the associated costs of these professional services as well as other professional consulting services required or recommended, through the course of preconstruction and construction.

A definitive agreement for planning and design services for the Project will be executed by the Parties.

Construction of Project

The Parties agree that the Project would be constructed by the Parties using the Construction Manager-at-Risk process as allowed under Texas law. The Parties' obligations to construct the Project would be subject to and conditioned upon a definitive agreement with the terms and conditions relating to the ownership, maintenance, and operations of the Project. The Parties would be responsible for their own costs incurred in connection with the design, construction, and fixturing of the Project for their components as well as an equal division of any shared costs.

Ownership and Occupation of Project

The Parties agree that they will enter into a Condominium Agreement prior to occupancy of the Project to establish the rights of ownership and occupancy pursuant to Tex. Prop. Code Chapter 82.

Miscellaneous Provisions

The Parties agree to:

Maintain Commercial general liability insurance covering the Project space and contents, with limits of $500,000 per occurrence and $1,000,000 in the aggregate

Provide and maintain basic utilities and facility connectivity and technology to support operations, and other operating expenses, including furniture and fixtures. Mechanical, electrical, plumbing, fire protection, landscape, building infrastructure, and operating systems therein shall be designed per City's building standards.

Reimbursement to the other Party any initial planning and design services and other incidental expenses incurred during the preliminary phase of the Project, which shall be more fully defined in a definitive agreement.

Reimbursement to the other Party any construction costs or expenses incurred, which shall be more fully defined in a definitive agreement.

As the Project will share common walls and space, any definitive agreements would include appropriate reciprocals for joint access and use pertaining to the Project Site, as well as address

maintenance standards, shared parking and cross-access arrangements (if applicable), and other such matters as may be applicable.

The parties agree to draft and execute all documents and to do such things as may be necessary and appropriate to affect the agreements contained in this MOU. The terms and conditions of any definitive future agreements or other contractual obligations, including any reimbursement agreement, will supersede the terms and conditions of this MOU.

This MOU is at-will and may be modified by mutual agreement of the authorized officials of the Parties. The mutual agreements hereto will remain in effect until modified, converted to a lease agreement or other contractual agreement, or terminated by mutual consent of the Parties. In the event the purpose of this MOU is not achieved this MOU will expire one year after the signing of this agreement.

The City of Bee Cave

By:_____
Name: _____
Title:_____

Travis County Emergency Services District No. 6

By:_____
Name: _____
Title: _____

City Council Meeting
4/11/2023
Agenda Item Transmittal

Agenda Item:	**14.**
Agenda Title:	**Discuss and consider action on Interlocal Cooperation Agreement with the Travis County Emergency Services District No. 6 for the preliminary design and planning phase of the Joint Facilities Project.**
Council Action:	**Consideration & Approval**
Department:	**Administration**
Staff Contact:	**Clint Garza/Chelsea Maldonado T&T Heery**

1. INTRODUCTION/PURPOSE

Discuss and consider action on Interlocal Cooperation Agreement with the Travis County Emergency Services District No. 6 for the preliminary design and planning phase of the Joint Facilities Project.

2. DESCRIPTION/JUSTIFICATION

a) Background

The attached Interlocal Cooperation Agreement ("Interlocal Agreement") seeks to establish the initial guidelines and agreement between the City of Bee Cave and Travis Country ESD #6, "LTFR" for the design and construction of a joint facilities project which will house both Bee Cave Police Department and LTFR Station 603. This agreement will set forth the roles and rules of engagement between the City and LTFR through the initial phase of design and joint planning of the building.

b) Issues and Analysis

The Interlocal Agreement and MOU shall be reviewed by LTFR following approval by the City. Agreement by both parties will allow joint programming and design to commence on the building.

A subsequent agreement shall be drafted to further detail the roles through construction and the separate or shared costs through design, permitting, construction, and occupancy. That agreement will be brought to council at a later date.

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds

Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Consideration & Signature Approval

ATTACHMENTS:

Description	Type
Bee Cave Public Safety Building - ILA DRAFT	Backup Material

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF TRAVIS §

INTERLOCAL COOPERATION AGREEMENT
By and between the CITY OF BEE CAVE and
TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 6
For the Preliminary Design and Planning Phase of the Joint Facilities Project

This Interlocal Cooperation Agreement ("ILA" or "Agreement") is entered into by and between the City of Bee Cave, Texas ("CITY"), and the Travis County Emergency Services District No. 6 ("LTFR"), collectively "the Partners" or "Partner" singularly, each a political subdivision of the State of Texas, each engaged in the provision of governmental services for the benefit of Travis County citizens, and each acting by and through its duly elected/appointed officials, under the terms, authority, and provision of Chapter 791 of the Government Code of the State of Texas, which authorizes such agreements.

Recitals

WHEREAS, both Partners have existing separate facilities for essential public services for their respective entities but due to growth in the local area and respective communities, those facilities have been outgrown; and

WHEREAS, LTFR's current facility is situated on property owned by the City and is under an existing facility lease agreement, see Exhibit __; and

WHEREAS, City's current facility is situated on the same land as the proposed Joint Facilities Project; and

WHEREAS, the Partners desire to establish and define their roles in relation to the planning and design of a Joint Facilities Project; and

WHEREAS, the Partners desire to create a transparent and sustainable ILA that will guide the Partners through the preliminary phase of the Joint Facilities Project; and

WHEREAS, the Partners agree that this ILA, and any future interlocal agreement, between CITY and LTFR will attempt to create an agreement that will adapt and accommodate unforeseen future issues and circumstances for all aspects of the Joint Facilities Project.

WHEREAS, both Parties agree that should the Joint Facilities Project not come to fruition as planned, LTFR's current facility lease will remain in full force and effect; and

WHEREAS, the Partners may use multiple funding sources in the design and implementation of a new Joint Facilities Project to serve the public, consisting of a new Police Department and a new Fire Station; and

WHEREAS, the preliminary projected total cost of the proposed Joint Facilities Project is estimated at approximately $ 20,000,000.00 (although at this preliminary stage, the architectural plans have not yet been drafted); and

WHEREAS, the Partners are agreeing to enter into one or more ILAs to share a selected Architect, Program Manager, and Construction Manager-At-Risk for the construction of the Joint Facilities Project.

WHEREAS, the Partners determined current property does not meet the needs of a Joint Facility and have agreed to share in the cost of the acquisition of additional property on which the Joint Facility is to be constructed.

NOW, THEREFORE, in consideration acknowledged by both parties and because it is in the best interest of all, CITY and LTFR mutually agree as follows.

I. Purpose.

The purpose of this ILA is to memorialize the process for the selection of the Project design and construction consultants; to establish and define the roles of each Partner in relation to the planning and design of the Project. The establishment and definition of the roles of each Partner in relation to the construction and operation of the Project shall be memorialized by separate interlocal agreements.

II. Definitions

For the purposes of this ILA, the following terms shall have the meanings ascribed as follows:

"Consultants" collectively means the owner procured consultants including but not limited to the Project Architect, Construction Manager-At-Risk (CMAR), and Program Manager.

"Program Manager" means the Program Manager/Project Manager selected by the City, acting as owner-agent to the City throughout planning, design, and construction. Otherwise known as Turner & Townsend Heery.

"Design and Planning" or "Design" or "Planning" means the design or planning of the Project by the Project Architect.

"Joint Facilities Project" or "Project" means the public facilities containing a combination of public law enforcement and fire rescue services that has been the subject of requests for public funding.

"Project Architect" or "Architect" means the architect selected by the City for the planning and design of the public facilities under this Agreement.

"Project Construction ILA" means the document that shall establish the joint agreement between the parties during the construction portion of the project as well as outline the closeout of construction and subsequent ownership and maintenance of the joint building.

Agreements

A. Selection of Consultants. City has already gone through the process to select Consultants and LTFR is agreeable to utilizing the City's Consultants for this Project.
B. Contracts. The Partners agree to enter into contracts with the Consultants in such form and for such terms as mutually agreed upon by the Partners and Consultants.
C. Collaboration with the Architect. The Partners agree to work together as a team to effectively manage the design development and construction of the Project. Amongst other considerations, the unified outside appearance and aesthetics; the materials; mechanical, electrical, plumbing, and fire protection systems per City's building standards; and streamlined costs are agreed to be high priorities of the Partners.
D. Design Schedule. To maintain the overall project schedule, LTFR agrees to give formal acceptance or rejection at design milestones outlined in the design schedule produced by the Architect. The anticipated timeline of design and review milestones are outlined in Exhibit " ". Rejection of any design milestones by LTFR should be issued with a written request to resolve the specific and measurable design features. This written request should be submitted to The City of Bee Cave Program Manager within 3 calendar weeks. These design requests are to be considered by the Architect, Program Manager, and Partners for resolution. If the parties are unable to resolve the design request, either party may seek to terminate the agreement at will.
E. Acceptance, Rejection, and Notices. The Partners agree to provide written notice of acceptance or rejection of the design documents at the established milestones. This written notice may be provided via written or typed document, email, or facsimile. This acceptance or rejection shall come from the authorized point of contact or their designee. (Item E – 1 & Item E - 2).
    1. LTFR Contact(s):
    2. City of Bee Cave Contacts(s):
F. Reimbursement of costs incurred for redesign due to termination by LTFR. LTFR may terminate as outlined in Section V. However, if termination occurs at any time after acceptance of this agreement, LTFR is responsible for reimbursement of redesign costs directly or indirectly incurred by the City. These costs will be calculated per the Consultant's fee schedules for the redesign.
G. Reimbursement of costs incurred for redesign due to termination by the City. The City may terminate as outlined in Section V. However, if termination occurs at any time after acceptance of this agreement, The City is responsible for reimbursement of redesign costs

directly or indirectly incurred by LTFR. These costs will be calculated per the Consultant's fee schedules for the redesign.

H. Joint Facilities Project Location. The Joint Facilities Project for City and LTFR shall be located on City property identified on Exhibit __. LTFR and City will enter into a condominium agreement pursuant to Tex. Prop. Code Chapter 82 to establish the rights of ownership and occupation of the Joint Facilities by the Partners. The location of the Joint Facility will be at the property described in Exhibit " ".

I. Existing Building Location(s). LTFR's current facility is situated on property owned by the City and is under an existing facility lease agreement, see Exhibit __. City's current facility is located on the same property as the Joint Facilities Project. Both Partners agree that should said Joint Facilities Project not come to fruition as planned or should LTFR chooses to terminate this Agreement per Section V, LTFR's current facility lease will remain in full force and effect.

J. Permit Fees. This issue shall be addressed in the Project Construction ILA.

K. City Property Acquisition Reimbursement. The Partners agree to equally share the cost of property acquisition located at the property described in Exhibit " ". If at any point in the duration of the Joint Facilities Project either Partner terminates this agreement per Section V, LTFR will be entitled to reimbursement per Exhibit " " associated with the City Property Acquisition. Reimbursement will be made within 90 calendar days.

III. Conflict Resolution

While it is understood that the Partners shall strive in good faith to work collaboratively to fulfill the purpose of the ILA, each Partner recognizes that legitimate conflicts may arise regarding the design and planning of the Project. Should such conflict arise it shall be submitted to the Project Architect for resolution. Should the Project Architect decline to resolve the conflict it shall be submitted to the Program Manager for resolution. The decision of the Architect, or Program Manager, as the case may be, shall be final. Should either Partner disagree with the decision of the Architect, or Program Manager, as the case may be, such Partner may terminate this ILA by providing written notice to the other. This Agreement shall terminate 10 days after receipt of such notice unless the Partners can come to an amenable resolution before the expiration of the 10-day notice period.

IV. Additional Clauses

Nondiscrimination

There shall be no discrimination of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry, or national origin in the administration of this Project.

Severability

In the event any provision of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity, legality, and enforceability of the remainder of the ILA.

Entire Agreement

This Agreement constitutes the entire Agreement between the Partners for this Preliminary Planning ILA and supersedes any and all prior agreements, arrangements, and understanding, oral or written, between the Partners relating to this Agreement.

Amendments

This Agreement may be amended at any time only in writing by the Partners with mutual consent and authorization of their respective entities.

Recitals

The recitals hereto are incorporated herein for all purposes.

V. Term and Termination

This Agreement will begin effective the date of _____, 2023, and will continue through December 31, 2024, or the acceptance of the Issued For Construction design set by the City and LTFR. This Agreement may be terminated in accordance with the section on Termination below.

Either Partner may terminate this ILA, as provided in Article IV with or without cause. A partner may terminate without cause by giving the other Partner ninety (90) days prior written notice to Judge or Mayor respectively. If a Partner intends to terminate this ILA for cause, the Partner must provide a written intent to terminate notice, identifying the breach or default, to the other Partner. The notice will provide thirty (30) days for the Partner in breach or default to respond to said notice with an acceptable plan to cure cause for termination. Should either Partner terminate this Agreement during the period either consultant is under contract to provide services, said consultant contract or contracts shall be amended into two separate contracts one of which shall be between the CITY and the consultant; and the other between the LTFR and the consultant.

IN WITNESS WHEREOF, the Partners hereto certify by their signatures below that they are duly authorized to sign this Agreement and that CITY and LTFR affirm that they have used their best efforts to comply with Federal procurement regulations with respect to its procurement and performance requirements.

Initials: ___ City ___ LTFR

PASSED AND APPROVED by the CITY OF BEE CAVE, TEXAS on the _____ day of _____ 2023.

ATTEST:

CITY OF BEE CAVE, TEXAS:

_____

KAYLYNN HOLLOWAY
City Secretary

_____

KARA KING
Mayor

PASSED AND APPROVED by TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 6 on the ___day of December 2022.

ATTEST:

TRAVIS COUNTY ESD NO. 6:

_____

_____

_____

_____

Initials: ___ City ___ LTFR

City Council Meeting
4/11/2023
Agenda Item Transmittal

Agenda Item:	**15.**
Agenda Title:	**Discuss and consider action on a Consent Agreement between the City of Bee Cave and Kent Sports Holdings, LLC for the Bee Cave Commercial Park – 71 West Development.**
Council Action:	**Discuss and Consider Action**
Department:	**City Manager**
Staff Contact:	**Clint Garza**

1. INTRODUCTION/PURPOSE

Pursuant to Code Section 30.01.007, discuss and consider action on a Consent Agreement prompted by a vested rights application submitted by the owner of approximately 19.178 acres located north of SH 71 approximately .5 miles west of the SH 71 & RM 620 intersection commonly known as "Bee Cave Commercial Park".

2. DESCRIPTION/JUSTIFICATION

a) Background

The subject property is a 19.178 acre tract of land located immediately north of Highway 71 and immediately west of Bee Cave Central Park, approximately .5 miles west of the intersection of RR 620 and Hwy 71.

On February 28, 2020, the appellant submitted via email documentation, including a cover letter dated February 27, 2020, to request a Chapter 245 vested rights determination for “Bee Cave Commercial Park.” (See Attachment A of the City Manager Final Determination Letter attachment).

On March 16, 2020, the City issued via email a written notification of missing and incomplete items (See Attachment B of the City Manager Final Determination Letter attachment).

On April 13, 2020, the appellant transmitted to the City via email a letter dated April 10, 2020 that provided the missing and incomplete items (See Attachment C of the City Manager Final Determination Letter attachment).

Based on review of the documentation, via a letter emailed and dated May 28, 2020, Mr. Garza made the determination that the application for vested rights under Chapter 245 was denied. (See City Manager Final Determination attachment)

Pursuant to Code provision 30.01.007(f)(8), the landowner, via a letter dated and emailed June 4, 2020, submitted an appeal of the determination of the City Manager to the City Council. (See Letter of Appeal attachment)

The City may enter into a consent agreement with the applicant that is intended to resolve a good-faith dispute concerning development rights and applicable regulations in order to avoid the cost and uncertainty of litigation to both parties.

On June 9, 2020, Council directed staff to work with the property owner on a consent agreement.

b) Issues and Analysis

See attached consent agreement

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Approval.

ATTACHMENTS:

	Description	Type
🗋	Consent Agreement	Backup Material

CONSENT AGREEMENT

BETWEEN THE CITY OF BEE CAVE, TEXAS AND KENT SPORTS HOLDINGS, LLC

Bee Cave Commercial Park – 71 West Development

This Consent Agreement (this "Consent Agreement") is executed by and between the City of Bee Cave, Texas, a home-rule municipality of the State of Texas, acting by and through its City Manager or his designee (hereafter referred to as the "City"), and Kent Sports Holdings, L.P., a Texas limited partnership ("Owner"). In this Agreement, the City and Owner are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

Whereas, the Owner owns (i) approximately 19.178 acres of land in Travis County, as more particularly described in **Exhibit A** ("Tract One") and (ii) 3.02 acres of land in Travis County, as more particularly described in **Exhibit B** ("Tract Two") (collectively, the "Property"), located on the north side of State Highway 71, approximately ¼ mile west of the intersection of Ranch Road 620 and State Highway 71, that Owner intends to develop as a mixed-use project with commercial and residential uses, locally known as "Bee Cave Commercial Park" (the "Project"); and

Whereas, on February 28, 2020, pursuant to 30.01.007 of the then applicable City Code of Ordinances ("2020 Code"), the Owner submitted via email documentation, including a cover letter dated February 27, 2020, a request to the City for a vested rights determination for the Project, and followed up with additional information as requested by the City on April 10, 2020; and

Whereas, the City Manager made a determination of denial of the vested rights claim on May 28, 2020 and, pursuant to 30.01.007(d)(8) of the 2020 Code, the Owner appealed staff's decision to City Council on June 4, 2020; and

Whereas, on June 9, 2020, pursuant to 30.01.007(d)(9) of the 2020 Code, in recognition of the Owner's valid claim for vested rights and the City's desire for the City of Bee Cave Unified Development Code ("UDC"), adopted by the City on June 28, 2022, to apply to the Project, the City Council directed staff to negotiate a consent agreement in an effort to avoid potential litigation and use taxpayer dollars in a fiscally responsible manner; and

Whereas, the Parties desire that this Consent Agreement confirm that, in accordance with Chapter 245 of the Texas Local Government Code ("Chapter 245"), the rules and regulations in the City Code of Ordinances applicable to development of the Project are those in effect in 1999 ("Applicable Regulations") and further formalize Owner's election to take advantage of change in regulations under the UDC.

Now, Therefore, for and in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Recitals. The recitals to this Consent Agreement are incorporated herein.

2. Project Description. The Project is intended to provide a mixture of residential, commercial, and retail uses; however, a range of commercial uses will comprise a significant portion of the Project. The residential components include both for-sale and for-rent in a variety of configurations including detached single-family in a condominium regime, common-wall townhome, apartment/condominium complex, and multi-story, elevator-served multifamily. Nonresidential uses are anticipated to consist of, but not limited to, office, medical office, hotel and spa, neighborhood service, retail, private/trade school, brewery/distillery, convenience store, car wash, and restaurant. The uses allowed in this Consent Agreement will be located within the Property with the primary nonresidential uses

located in the southernmost portion of the Property along the frontage of State Highway 71. The Project proposes to take access from State Highway 71 at the existing approved and partially constructed signalized intersection at State Highway 71 that aligns with the roadway to be known as Village Oaks Drive within the development locally known as Village at Spanish Oaks as generally depicted on the Land Use Plan, attached hereto as **Exhibit C**.

3. Applicable Regulations and Development Standards. The Property is located within the City's corporate limits. Tract One is zoned Regional Commercial District ("CR") under the UDC (zoning equivalency of Commercial ("C") under the Code) and Tract Two is zoned Neighborhood Mixed-Use District ("MU-N") under the UDC (zoning equivalency of Neighborhood Service ("NS") under the Code). Owner claims a vested right to complete a Project under prior versions of the Code, and pursuant to Chapter 245, Owner may elect to be bound by more recent code regulations. Owner hereby elects, consents to, and agrees that the proposed Project will comply with the UDC, as adopted and in effect on June 28, 2022, and the development standards associated with the zoning designations, except for the provisions and regulations the City has agreed to recognize and allow to proceed under the specifically listed prior version of the Code set forth in the table below. The provisions and regulations from the Applicable Regulations, as modified, listed in the table below shall apply and supersede similar provisions from the UDC in effect on June 28, 2022 as they relate to the completion of the proposed Project. The City and Owner recognize and agree the only provisions (with accompanying regulation referenced) which Owner has not elected to follow under the June 28, 2022 version of the UDC are contained in the table below. As part of this Consent Agreement, City and Owner agree on the application and interpretation of the below provisions (with agreements as to Owner implementation and compliance) under the accompanying prior regulations contained in the table below:

Zoning Use Chart **(Zoning Ord. No. 94-06-14, Chapter 12, Exhibit A)**	<u>Tract One</u>: All uses listed for the CR zoning district as permitted by-right or with a specific use permit are allowed within Tract One. Use will not require a specific use permit and will not be restricted based on the distance from certain adjacent uses. Additionally, office (general), office (medical), trade school, and all Household Living uses permitted by-right in Town Center Mixed-Use ("MU-TC") are permitted within the Tract One. <u>Tract Two</u>: Tract Two shall comply with the uses designated for MU-N with no additional permitted uses provided by this Consent Agreement.
Maximum Height **(Zoning Ord. No. 94-06-14, Chapter 12, §14.1)**	No building or structure shall exceed fifty (50) feet in height.
Parking **(1999 Code, §10.101)**	*Applicable Regulations does not require a parking study, is flexible on the number of spaces per use, and does not require certain standards for structured parking or parking garages. Alternatively, Owner agrees to comply with the following:* A parking study will be required in conjunction with each site plan application only if shared, valet, and/or reduced parking is being proposed; otherwise, parking requirements shall be determined in accordance with Section 3.3.5 of the UDC. Shared and reciprocal parking shall be allowed across the entire

	Project, regardless of any parcel or lot lines, as long as demonstrated viable by a parking study. However, a Certificate of Occupancy shall not be issued until all parking required to serve the associated building has been constructed. On-street parking is authorized and shall count toward the minimum required parking for the Project. The Project may utilize one or more of the of the following types of parking: structured multi-level garages adjacent to buildings, below-grade garages, in-building private garages, surface parking, podium parking, and/or wrapped parking. Structured parking garages shall have a maximum height of fifty (50) feet as measured from the finish grade. Parking garage elevations that are not screened with green screens or by an adjacent building shall include a combination of architectural reveals, shadow lines, and embellishments in addition to vertical articulation of the upper-level profiles at minimum spacing of every fifty (50) feet in order to provide an acceptable aesthetic appearance to the garage. Garages may be screened by a "green screen" with drought tolerant (unless using reclaimed water for irrigation) and heat resistant vines. An agreement for maintenance of green screens shall be required as a condition of site plan approval. All structured parking garage levels will be a maximum of fourteen (14) feet in height floor-to-floor with the exception of the at-grade level, which shall be a maximum of sixteen (16) feet in height floor-to-floor, in order to achieve usable space for potential future uses.
Control Measures – Impervious Cover **(1999 Code, §10.103)**	*Applicable Regulations does not regulate impervious cover. Alternatively, Owner agrees to comply with the following:* Impervious cover shall not exceed sixty percent (60%) of the net site area of the Property. In addition to those improvements in Section 7.3.2 that are not considered as imperious cover, the following improvements shall be excluded from the calculation of impervious cover for the Project: (i) trails and sidewalks, constructed out of concrete, that provide connection and/or public access to the City Central Park and (ii) the new roadway to be known as Willie Way, as depicted on the Land Use Plan. Owner shall provide to the City, as a condition of approval of any site plan for the Project, a running total of the amount of impervious cover used by previous site plan approvals and the amount of impervious cover remaining within the Project. If any parcels are subdivided and sold, such parcel shall be sold with a deed recordable document or by plat note evidencing the amount of impervious cover applicable to development of the parcel.
Dimensional Standards – Setback from SH 71 **(Subdivision Ord. No. 87-2, Chapter 9, Exhibit A, §8.F.1(a))**	Due to the natural topography of the Property, the water quality treatment facilities are permitted in the seventy-five feet (75') landscape buffer required along the frontage of State Highway 71 as indicated on the Land Use Plan.

Control Measures – Water Quality **(1999 Code, §11.104)**	Owner shall comply with Section 11.104 of the 1999 Code (attached and incorporated herein as **Exhibit D**).
Trail System	*Applicable Regulations does not require connection to a public trail system. Alternatively, Owner agrees to comply with the following:* Trails will be located so as to provide connections with, and public access to, the City's broader trail system. Trails internal to the Project will be publicly accessible, by easement or similar declaration, and constructed and maintained by Owner or assigns. Specifically, pedestrian connectivity shall be provided from the Project to the City Central Park. The easement or declaration will be executed and recorded upon completion of construction of the trails and inspection and approval of the City. Owner may condition public access of the trails upon receipt from the City of liability insurance naming Owner. Internal trails and sidewalks that provide connection and/or public access to the City Central Park will be constructed of concrete and shall be excluded from the impervious cover calculations for the Project.
Windows/ Glass/ Glazing	*Applicable Regulations does not regulate architectural standards related to glazing. Alternatively, Owner agrees to comply with the following:* Windows should be clear glass that is not heavily tinted or mirrored/highly reflective. Careful design consideration shall be given to southern and western exposures to provide for shade and heat mitigation versus the eastern and, especially, the northern elevations that should be more open. Building elevations shall have a maximum of seventy percent (70%) glazing and not further limited by the UDC governing the width of glass windows. For restaurants and retail shops located within the first story/street level of buildings in the Project, a maximum of eighty percent (80%) glazing on elevations adjacent to roadways shall be allowed, with all other stories and elevations related to those buildings conforming to the glazing restrictions above, the percentage of which shall be calculated independently from the first story/street level glazing percentage. Glazed garage-style roll-up doors facing roadways are allowed for restaurant and retail uses. Brewery/distillery use may have exposed manufacturing equipment visible from State Highway 71 to add to the aesthetic value for this type of use.
Tree Preservation and Mitigation **(1999 Code, §3.304, and 3.308-.09; Ordinance No. 00-3-7-B)**	*Applicable Regulations does not have a limitation on trees preserved and only requires approval for removal of any protected tree with a caliper of six (6) inches or larger. Alternatively, Owner agrees to comply with the following:* All development must preserve or replace at least sixty percent (60%) of, according to an approved a tree survey, the caliper inches of all Celtis Occidentalis (Hackberry), Juniperus Virginiana (Eastern Red Cedar), Melia Azedarach (Chinaberry), and Juniperus Ashei (Common Cedar) twelve (12) caliper inches and larger and all other trees four (4) inches caliper or larger. All trees with a minimum four-inch (4") caliper, whether preserved or proposed in a landscape plan, shall count toward the sixty percent (60%) mitigation percentage on a 1:1 basis. In order to promote the retention of larger trees, all preserved or transplanted trees with a caliper equal to or greater than twelve inches (12") may be computed

	at one hundred fifty percent (150%) of their actual caliper in the post-development calculation. Clusters of three or more trees located less than ten feet apart shall be credited at one hundred fifteen percent (115%) for each tree in the cluster with a minimum four-inch (4") caliper. Owner will use best effort to mitigate on the Property any trees that are removed in compliance with the UDC, as modified; however, at Owner's discretion, mitigation may be paid by fee-in-lieu and trees mitigated on the Property shall be a credit toward such fees.
Cut/Fill	*Applicable Regulations does not regulate cut and fill. Alternatively, Owner agrees to comply with the following:* Due to geographic constraints and existing grade topology, the Project shall comply with Section 7.3.2 (H)(ii) with the following modifications: Cuts or fills may not exceed eight feet of depth, except: (1) In a roadway right-of-way; (2) For construction of a building foundation or swimming pool; (3) For construction of a water quality control or detention facility and appurtenances for conveyance such as swales, drainage ditches, and diversion berms, if: (a) The design and location of the facility within the site minimize the amount of cut over four feet; (b) The cut is the minimum necessary for the appropriate functioning of the facility; and (c) The cut is not located on a slope with a gradient of more than 15 percent or within 100 feet of a classified waterway; (4) For utility construction or a wastewater drain field, if the area is restored to natural grade. (5) Retaining Walls The City Engineer may grant a waiver to exceed eight (8) feet, to allow up to twelve (12) feet, using the procedures and criteria of Section 2.6.1 of the UDC. Relief of twelve (12) feet or more shall require approval by the Planning and Zoning Commission, with appeal to City Council, using the procedures and criteria of Section 2.6.1 of the UDC.
Traffic Impact Analysis **(1999 Code, §10)**	*Applicable Regulations does not require a traffic mitigation based on a study. Alternatively, Owner agrees to comply with the following:* Owner shall complete and submit a traffic impact analysis ("TIA") as may be required pursuant to Sections 2.5.11 and 2.5.12 of the UDC. The City agrees to credit the following transportation improvements against required mitigation identified by the TIA: (i) the Owner's contribution to the installation of the signal at the intersection of State Highway 71 and the roadway to be known as Village Oaks Drive, and (ii) the construction of the proposed new roadway to be known as Willie Way.

4. Permitting Review and Assistance. The Project is required to follow the review process and fee schedule in effect at the time the respective application submittal or as otherwise prescribed by State law. The exceptions noted above shall be memorialized as notes on the Preliminary and Final Plat.

5. Binding. This Consent Agreement is non-binding until it is reviewed and approved by the City Council for the City. The terms and conditions of this Consent Agreement are binding upon the successors and permitted assigns of the Parties hereto.

6. Term. This Consent Agreement is applicable to the Property described in **Exhibit A**. This Consent Agreement will terminate at the time of final platting or within five (5) years of the date of City approval of this Agreement, whichever occurs first. In the event an application is submitted to develop the property in any manner other than the Project, as described herein, this Consent Agreement and any claims to vested rights will automatically terminate and this Consent Agreement will be of no effect.

7. Entire Agreement. This Consent Agreement is the entire Consent Agreement between the Parties with respect to the subject matter.

8. Severability. In the event any one or more of the provisions contained in this Consent Agreement shall be held to be invalid, illegal, or unenforceable in any respect for any reason, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Consent Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Consent Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

9. Governing Law. The Consent Agreement shall be governed by the laws of the State of Texas and venue for any action concerning this Consent Agreement shall be in Travis County, Texas.

10. Amendment. This Consent Agreement may only be amended by the mutual written agreement of the Parties.

11. Counterparts. This Consent Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

Remainder of page intentionally left blank.

APPROVED AND EXECUTED THIS THE ___ DAY OF _____ 2023.

CITY:
City of Bee Cave, Texas,
a home-rule municipality of the State of Texas

Attest:

By:_____
Name: Kaylynn Holloway
Title: City Secretary

By:_____
Name: Kara King
Title: Mayor

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Connie Schroeder, Mayor of the City of Bee Cave, Texas, home-rule municipality of the State of Texas, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____.

(SEAL) _____
Notary Public, State of Texas

Kent Sports Holdings, L.P.,
a Texas limited partnership

By: Kent Powersports GP, LLC,
a Texas limited liability company,
its Sole General Partner

By: _____
Jeff Kent, Sole Member

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Jeff Kent, Sole Member of Kent Powersports GP, LLC, a Texas limited liability company, Sole General Partner of Kent Sports Holdings, L.P., a Texas limited partnership, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____.

[Seal]

_____
Notary Public, State of Texas

APPROVED AS TO FORM:

_____
Jeffrey S. Howard
McLean & Howard, L.L.P.

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

EXHIBIT "A"

Property Legal Description

Exhibit "A"
Property

JAMES E. GARON
& ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

P.O. Box 1917
Bastrop, Texas 78602
512-303-4185
Firm Reg. #10058400
jgaron@austin.rr.com

EXHIBIT "A"

July 11, 2014

LEGAL DESCRIPTION: BEING A 19.178 ACRE TRACT OF LAND, LYING IN AND BEING SITUATED OUT OF THE NANCY GIBSON SURVEY, NO. 521, ABSTRACT NO. 322 AND THE I. & G.N. R.R. CO. SURVEY, ABSTRACT NO. 2108, ALL IN TRAVIS COUNTY, TEXAS AND BEING THE REMAINDER OF THAT CERTAIN 56.628 ACRE TRACT OF LAND CONVEYED TO REESE COMMERCIAL PROPERTIES LTD. BY DEED RECORDED IN DOCUMENT NO. 2001091446, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 19.178 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED BY JAMES E. GARON & ASSOCIATES IN JUNE, 2014:

BEGINNING at a 1/2" iron rod found in the northerly right-of-way line of State Highway No. 71 for the most southerly southeast corner hereof and said Reese 56.628 acre tract and the southwest corner of that certain 3.020 acre tract of land conveyed to Paul Kinsella and Margaret Kinsella by deed recorded in Volume 7319, Page 95 of the Deed Records of Travis County, Texas;

THENCE with the northerly right-of-way of said State Highway No. 71, S 86°53'42" W a distance of 152.09 feet to a 1/2" iron rod set at the beginning of a curve to the right;

THENCE an arc distance of 513.62 feet along said curving right-of-way line to the right having a radius of 2801.45 feet and a chord bearing N 88°05'07" W a distance of 512.90 feet to a 1/2" iron rod found at the southeast corner of Lot 1, Block A, Bee Cave Commercial Park, Phase 1, a subdivision of record in Volume 95, Page 148 Plat Records of Travis County, Texas for the most southerly southwest corner hereof;

THENCE leaving said right-of-way and with the easterly and northerly lines of said Lot 1, Block A, Bee Cave Commercial Park, Phase 1 the following three (3) calls:

1) N 07°28'12" E a distance of 266.00 feet to a 1/2" iron rod found for an angle point,
2) N 27°54'32" E a distance of 132.44 feet to a 1/2" iron rod found at the northeast corner of said Lot 1, Block A, Bee Cave Commercial Park, Phase 1 for an angle point,
3) N 75°32'34" W a distance of 310.61 feet to a 1/2" iron rod found in the easterly line of that certain 9.351 acre tract of land conveyed to Skaggs Family Partnership, LP by deed in Document No. 2013019590 of the Official Public Records of Travis County, Texas, being the westerly line of said Reese 56.628 acre tract, the northwest corner of said Lot 1, Block A, Bee Cave Commercial Park, Phase 1 for the most westerly southwest corner hereof;

UNOFFICIAL DRAFT

Unofficial Document

THENCE N 14°27'02" E a distance of 412.38 feet to a 1/2" iron rod found at the southwest corner of Lot 1, Block A, Planet Earth Music, a subdivision of record in Document No. 201000097 Official Public Records, Travis County, Texas for the northwest corner hereof;

THENCE with the southerly line of said Lot 1, Block A, Planet Earth Music and the northerly line hereof the following five (5) calls:

1) N 78°21'02" E a distance of 465.38 feet to a 1/2" iron rod set for an angle point,
2) S 67°15'28" E a distance of 60.01 feet to a 1/2" iron rod set for an angle point,
3) N 22°44'32" E a distance of 95.97 feet to a 1/2" iron rod set at the beginning of a curve to the left,
4) an arc distance of 55.09 feet along said curve to the left, having a radius of 1030.00 feet and a chord bearing N 21°11'58" E a distance of 55.08 feet to a 1/2" iron rod set for corner,
5) S 77°01'05" E a distance of 540.27 feet to a 1/2" iron rod found in the westerly line of that certain 50.000 acre tract of land conveyed to the Village of Bee Cave by deed recorded in Document No. 2005236017 of said official records and the easterly line of said Reese 56.628 acre tract for the southeast corner of said Lot 1, Block A, Planet Earth Music and the northeast corner hereof;

THENCE with the easterly line hereof and said Reese 56.628 acre tract and the westerly line of said Village of Bee Cave 50.000 acre tract, S 14°16'31" W a distance of 445.78 feet to a 1/2" iron rod found for an angle point and S 14°43'05" W a distance of 96.43 feet to a 60D nail found in a fence corner post in the northerly line of said Kinsella 3.020 acre tract for the most easterly southeast corner hereof;

THENCE with said Kinsella 3.020 acre tract, N 77°03'14" W a distance of 262.59 feet to a 1/2" iron rod found at the northwest corner of said Kinsella 3.020 acre tract and S 07°09'42" E a distance of 493.23 feet to the **POINT OF BEGINNING**, containing 19.178 acres of land, more or less and as shown on map of survey prepared herewith.

Surveyed by:

STATE OF TEXAS REGISTERED JAMES E. GARON 4903 PROFESSIONAL LAND SURVEYOR

James E. Garon
Registered Professional Land Surveyor
Server: Co\Travis\Surveys\Nancy Gibson\39714.doc

EXHIBIT "B"

Emerald Tract Legal Description

EXHIBIT B

TRACT 3:

3.020 ACRES OF LAND, BEING PARTLY OUT OF THE NANCY GIBSON SURVEY NO. 521 AND PARTLY OUT OF THE JARRETT MEDLIN SURVEY NO. 520 IN TRAVIS COUNTY, TEXAS, DESCRIBED IN A DEED TO ANDRE R. GRAINDORGE AND LOELLETA C. GRAINDORGE, OF RECORD IN VOLUME 4544, PAGE 1789 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS: WHICH TRACT OF LAND CONTAINING 3.020 ACRES IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON STAKE FOUND AT THE SOUTHWEST CORNER OF THE SAID 3.020 ACRE TRACT OF LAND, IN THE NORTH LINE OF STATE HIGHWAY NO. 71;

THENCE, WITH THE WEST LINE OF SAID 3.020 ACRE TRACT OF LAND, N 7° 08' W 493.69 FEET TO AN IRON STAKE FOUND IN THE NORTHWEST CORNER OF SAID 3.020 ACRE TRACT OF LAND;

THENCE, WITH THE NORTH LINE OF SAID 3.020 ACRE TRACT OF LAND, S 76° 53' E 263.00 FEET TO AN IRON STAKE FOUND IN THE EAST LINE OF THE SAID NANCY GIBSON SURVEY NO. 521 AND THE NORTHWEST CORNER OF THE SAID JARRETT MEDLIN SURVEY NO. 520; SAID IRON STAKE ALSO BEING AT THE SOUTHWEST CORNER OF THE JOHN HOBSON SURVEY NO. 527;

THENCE, CONTINUING, S 76°53' E WITH THE DIVISION LINE BETWEEN THE SAID JARRETT MEDLIN SURVEY NO. 520 AND THE SAID JOHN HOBSON SURVEY NO. 527, IN THE NORTH LINE OF SAID 3.020 ACRE TRACT, 75.43 FEET TO AN IRON STAKE FOUND AT THE EAST CORNER OF SAID 3.020 ACRE TRACT;

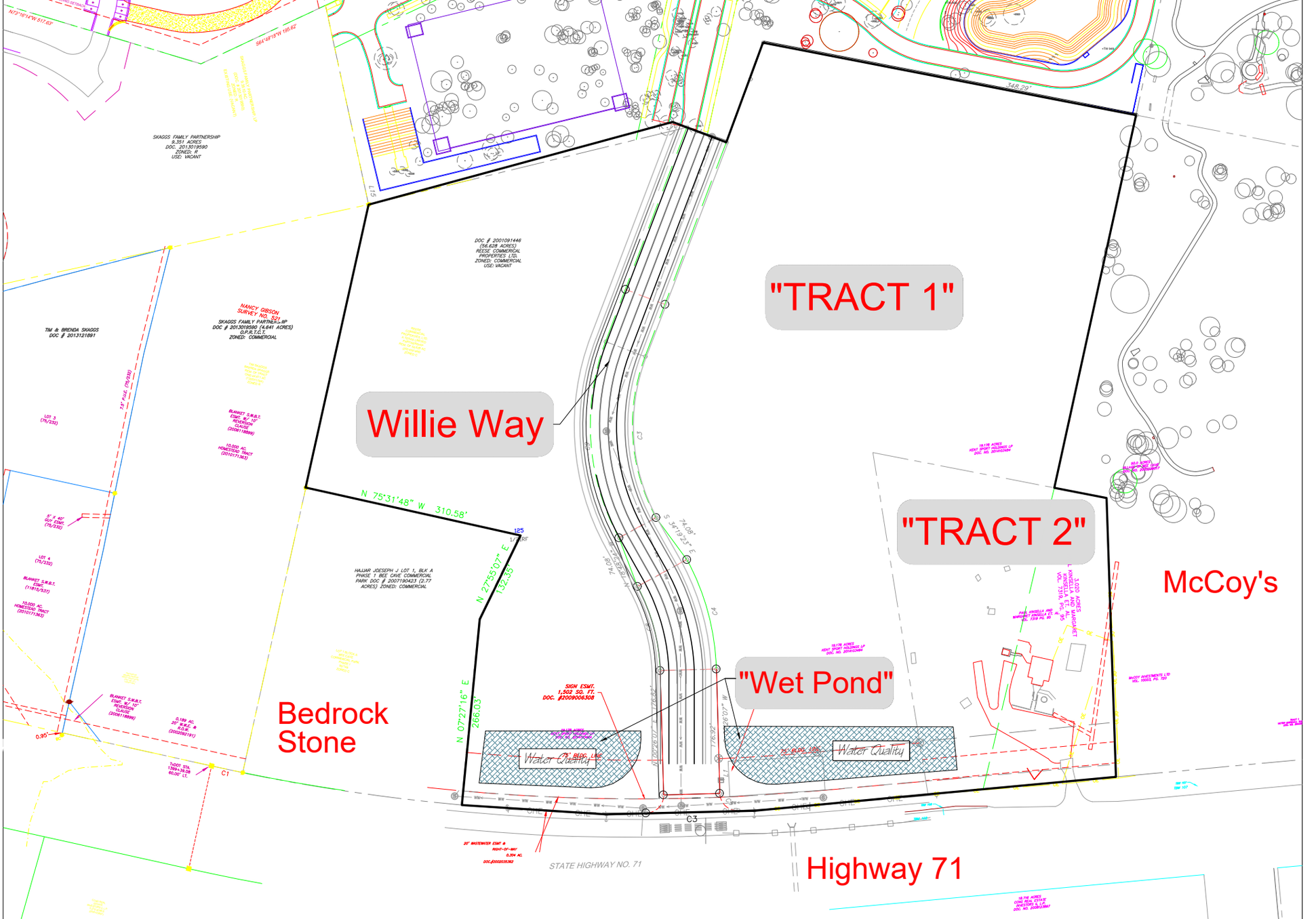
THENCE, WITH THE EAST LINE OF SAID 3.020 ACRE TRACT, S 00° 04' W 397.23 FEET TO A POINT WHICH IS THE SOUTHEAST CORNER OF SAID 3.020 ACRE TRACT IN THE NORTH LINE OF STATE HIGHWAY NO. 71;

THENCE, ALONG THE NORTH LINE OF STATE HIGHWAY NO. 71, S 86° 37' W 268.32 FEET TO THE POINT OF BEGINNING.

UNOFFICIAL DOCUMENT

EXHIBIT "C"

Land Use Plan



Bee Cave Commercial Park

Description	Acreage	Sq.Ft.
Large Tract	19.178	835,394
Emerald Tract	3.020	131,551
Total Land:	22.198	966,945

Exhibit C

EXHIBIT "D"

Section 11.104 of the 1999 Code

Cave, demonstrate the erosion and sedimentation control measures that will be used. A single-family residence is a detached structure designed for occupancy by one (1) family as a residence. Construction of a single-family residence does not include construction of infra-structure such as roadways, utilities, and drainage improvements.

(d) Existing Development. No permit is required forexisting development. If, however, improvements or additions are made after the effective date of this article which substantially increase the amount of development, then the landowner or land user must obtain a permit and demonstrate that the pollution resulting from the development will meet the performance standards set forth in Section 11.104 of this article. This subsection does not apply to single-family residences as described in subsection (c) of this section.

(e) Final Plats. Landowners or land users developing sites for which final subdivision plats have been approved by Bee Cave prior to the effective date of this article do not need a permit and are not required to comply with subsections (a) and (b) of Section 11.104 of this article. Such landowners or land users shall, however, comply with subsection (c) of Section 11.104 of this article regarding erosion and sedimentation control. Such landowners or land users shall, at the time of application for building permits from Bee Cave, demonstrate the erosion and sedimentation control measures that will be used.

(f) Utility Lines. Landowners or land users installing utility lines must obtain a permit, but are not required to comply with subsections (a) and (b) of Section 11.104 of this article. Such landowners or land users shall, however, comply with subsection (c) of Section 11.104 of this article regarding erosion and sedimentation control. No permit is required for routine maintenance and installation of utility lines if a landowner or land user complies with the guidelines set forth in the technical manual for such activity.

Sec. 11.104 Performance Standards

Except as otherwise provided in Section 11.103 of this article, all development subject to this article shall achieve the following performance standards:

(1) Total Suspended Solids, Total Phosphorous, and Oil and Grease.

(A) Total Suspended Solids. For development on slopes between zero percent (0%) and fifteen percent (15%), seventy percent (70%) of the annual pollutant load in the stormwater runoff for total suspended solids shall be removed. For development on slopes greater than fifteen percent (15%) but less than twenty-five percent (25%), eighty percent (80%) of the annual pollutant load in the stormwater runoff of total suspended solids shall be removed. For development on slopes greater than twenty-five percent (25%), ninety percent (90%) of the annual pollutant load in the stormwater runoff of total suspended solids shall be removed. All development located within five hundred (500) feet of the 504.9 msl contour line on Lake Austin (measured perpendicular to the contour line toward the shore) and on slopes between zero percent (0%) and fifteen

percent (15%), must have seventy-five percent (75%) of total suspended solids removed after development is complete. All development located within five hundred (500) feet of the 504.9 msl contour line on Lake Austin (measured perpendicular to the contour line toward the shore) and on slopes over fifteen percent (15%), must have ninety percent (90%) of the total suspended solids removed after development is complete;

(B) Total Phosphorous. For development on slopes between zero percent (0%) and fifteen percent (15%), seventy percent (70%) of the annual pollutant load in the stormwater runoff for total phosphorous shall be removed. For development on slopes greater than fifteen (15%) but less than twenty-five (25%), seventy-five percent (75%) of the annual pollutant load in the stormwater runoff for total phosphorous shall be removed. For development on slopes greater than twenty-five (25%), eight-five percent (85%) of the annual pollutant load in the stormwater runoff of total phosphorous shall be removed. All development located within five hundred (500) feet of the 504.9 msl contour line on Lake Austin (measured perpendicular to the contour line toward the shore) and on slopes between zero percent (0%) and fifteen percent (15%), must have seventy-five percent (75%) of total phosphorous removed after development is complete. All development located within five hundred (500) feet of the 504.9 msl contour line on Lake Austin (measured perpendicular to the contour line toward the shore) and on slopes over fifteen percent (15%), must have eighty-five percent (85%) of total phosphorous removed after development is complete;

(C) Oil and Grease. For development, other than single-family residences, on slopes between zero percent (0%) and fifteen percent (15%), seventy percent (70%) of the annual pollutant load for oil and grease shall be removed. For development, other than single-family residences, on slopes greater than fifteen percent (15%) but less than twenty-five percent (25%), seventy-five percent (75%) of the annual pollutant load for oil and grease shall be removed. For development, other than single-family residences, on slopes over twenty-five percent (25%), eighty-five percent (85%) of the annual pollutant load in the stormwater runoff for oil and grease shall be removed. All development, other than single-family residences, located within five hundred (500) feet of the 504.9 msl contour line on Lake Austin (measured perpendicular to the contour line toward the shore) and on slopes between zero percent (0%) and fifteen percent (15%), must have seventy-five percent (75%) of oil and grease removed after development is complete. All development, other than single-family residences, located within five hundred (500) feet of the 504.9 msl contour line on Lake Austin (measured perpendicular to the contour line toward the shore) and on slopes over

fifteen percent (15%), must have eighty-five percent (85%) of oil and grease removed after development is complete.

TABLE 1 SUMMARY OF BEE CAVE PERFORMANCE STANDARDS FOR POLLUTANT REMOVAL LEVELS -- INCREMENTAL POLLUTANT REMOVAL REQUIREMENT

FLATTER PROPERTY (0 - 15% SLOPE)			
	TOTAL SUSPENDED SOLIDS	TOTAL PHOSPHOROUS	OIL & GREASE
GENERAL	70%	70%	70%
SHORELINE (within 500' of 504.9 MSL on Lake Austin)	75%	75%	75%

MODERATELY SLOPED PROPERTY (15 - 25% SLOPE)			
	TOTAL SUSPENDED SOLIDS	TOTAL PHOSPHOROUS	OIL & GREASE
GENERAL	80%	75%	75%
SHORELINE (within 500' of 504.9 MSL on Lake Austin)	90%	85%	85%

STEEPLY SLOPED PROPERTY (GREATER THAN 25% SLOPE)			
	TOTAL SUSPENDED SOLIDS	TOTAL PHOSPHOROUS	OIL & GREASE
GENERAL	90%	85%	85%
SHORELINE (within 500' of 504.9 MSL on Lake Austin)	90%	85%	85%

(2) Streambank Erosion. Streambank erosion shall be controlled by designing the drainage system so that the amount of erosion and siltation occurring in the receiving streams is not increased. Specifically, the magnitude and frequency of the predevelopment one-year design storm shall remain the same. The

one-year design storm shall be that storm as defined in the technical manual; and

(3) Erosion and Sedimentation Control. Erosion and sedimentation shall be controlled throughout the development process in accordance with the technical manual.

(4) Alternative Performance Standards for Single-Family Subdivisions. Development of single-family subdivisions that meets all of the following criteria need not comply with subsections (a) and (b) of this section:

(A) Minimum lot size of one acre; and

(B) Street and drainage network is designed without curbs or gutters, or some other suitable design, so that runoff is treated using overland flow methods to a vegetated buffer. The vegetated buffer must meet the slope and vegetative cover criteria in the technical manual.

Landowners or land users developing single-family subdivisions shall, at the time of final plat or construction document review and approval or application for flood control permits from Travis County, demonstrate the erosion and sedimentation control measures that will be used in accordance with the technical manual.

Sec. 111.105 Processing of Permit Applications

(a) Preparation of Permit Applications. Landowners or land users who must obtain an NPS pollution control permit shall prepare the permit application in accordance with the technical manual, which is incorporated herein by reference as if set forth in full and which may be amended from time to time in accordance with Section 11.112(b) of this article.

(b) Review and Approval of Permit Applications.

(1) General. Bee Cave shall review applications for NPS pollution control permits in conjunction with the review of applications for development permits and subdivision approval.

(2) Initial Review. Once the application is accepted by Bee Cave, Bee Cave will conduct a technical review of the permit application. The technical review period shall commence upon acceptance of the permit application and will continue for a period of time not to exceed that set forth in the previously referenced ordinances. The applicant shall be promptly notified of any additional information that may be necessary for a complete technical review.

City Council Meeting
4/11/2023
Agenda Item Transmittal

Agenda Item:	**16.**
Agenda Title:	**Discuss and consider action on Resolution No. 2023-07 supporting legislation on House Bill #4217.**
Council Action:	**Discussion and possible action**
Department:	**City Manager**
Staff Contact:	**Clint Garza**

1. INTRODUCTION/PURPOSE

The purpose of this item is to provide council an opportunity to discuss support of proposed legislation affecting the West Travis County Public Utility Agency.

2. DESCRIPTION/JUSTIFICATION

a) Background

Current text of HB 4217 and a one page informational handout are attached.

b) Issues and Analysis

Under current state law, the WTCPUA does not have condemnation authority and must rely on the member entities for operation of the agency and implementation of the Capital Improvements Plan. The proposed legislation would provide for narrow condemnation authority for PUA's in certain Texas Counties and only within the agency's service area boundary.

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
HB 4217	Backup Material
Handout	Backup Material
Resolution	Resolution Letter

88R13989 KBB-F

By: Troxclair H.B. No. 4217

A BILL TO BE ENTITLED
AN ACT

relating to the powers of certain public utility agencies; granting the power of eminent domain.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subchapter C, Chapter 572, Local Government Code, is amended by adding Sections 572.0585 and 572.0586 to read as follows:

Sec. 572.0585. POWERS IN CERTAIN COUNTIES. Notwithstanding Section 572.058(a), in a county with fewer than one million utility connections, a public utility agency may:

(1) own, hold, lease, or otherwise acquire water;

(2) build, operate, or maintain pipelines to transport water or wastewater;

(3) build and operate plants and equipment necessary to distribute water or to treat and dispose of wastewater;

(4) sell water or provide wastewater services to a political subdivision, a private corporation, or an individual;

(5) establish and enforce reasonable customer water conservation practices and prohibit excessive or wasteful customer uses of potable water; and

(6) acquire, for the use and benefit of the agency, land, easements, and property by purchase.

Sec. 572.0586. EMINENT DOMAIN IN CERTAIN COUNTIES. (a) In a county with fewer than one million utility connections, a public utility agency has the power of eminent domain to be exercised in the manner provided by this section. The public utility agency may acquire by condemnation, for the use and benefit of the agency, land, easements, and property inside or outside the boundaries of the certificated service area of the public utility agency, necessary for water, sanitary sewer, storm drainage, or flood drainage or control purposes or for any other of its projects or purposes. The public utility agency may elect to condemn either the fee simple title or a lesser property interest.

(b) The power of eminent domain shall be exercised in the manner provided in Chapter 21, Property Code, except that the public utility agency is not required to:

(1) give bond for appeal or bond for costs in any condemnation suit or other suit to which it is a party; or

(2) deposit more than the amount of any award in any suit.

(c) The power of eminent domain may not be used for the condemnation of land for the purpose of acquiring rights to

underground water or of water or water rights.

SECTION 2. Section 572.0586, Local Government Code, as added by this Act, takes effect only if this Act receives a two-thirds vote of all the members elected to each house.

SECTION 3. This Act takes effect immediately if it receives a vote of two-thirds of all the members elected to each house, as provided by Section 39, Article III, Texas Constitution. If this Act does not receive the vote necessary for immediate effect, this Act takes effect September 1, 2023.

West Travis County Public Utility Agency

SUPPORT HB 4217

Who We Are

The West Travis County Public Utility Agency (WTCPUA) is a publicly owned Water and Wastewater Utility that provides service to approximately 65,000 persons in western Travis and northern Hays Counties.

The WTCPUA serves an area of approximately 225 square miles spanning north along Highway 71 into Bee Cave and west along US 290 into Dripping Springs

The system includes more then 260 miles of pipeline, ten pump stations, eleven pressure planes, and two elevated storage facilities.

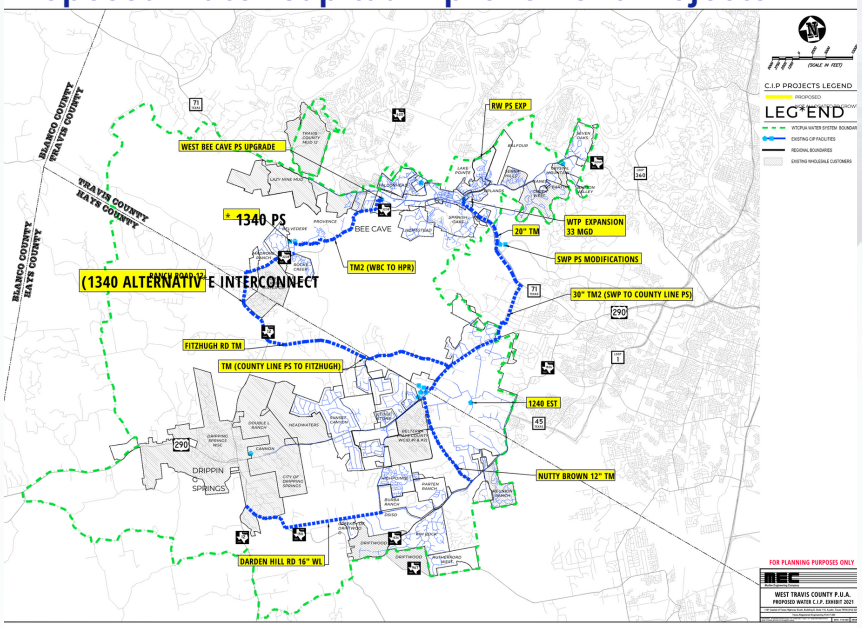
System Infrastructure Needs

Currently, the distribution system is constrained with respect to the volume of water it can process and deliver to adequately serve its residents and business owners.

The most recent Capital Improvement Plan for the 2021-2031 planning period identified several water infrastructure projects needed to meet the forecasted capacity demands.

The WTCPUA seeks to acquire the right of way (ROW) in order to install larger pipes and storage tanks to satisfy TCEQ minimum standards for pipe velocity, pumping capacity, and system storage.

Proposed Water Capital Improvement Projects



HB 4217 - Supports Infrastructure Improvements for a Publicly Owned Water System

The creation of the West Travis County Public Utility Agency was a decision made by the community in order to prevent the sale of the water system to a foreign private investor. As such, the WTCPUA is the sole water and wastewater utility entity of its kind in Texas.

HB 4217 grants narrow condemnation to the WTCPUA under the Public Utility Agency statute. (Chapter 572, Local Govt. Code)

HB 4217 grants condemnation authority ONLY WITHIN the WTCPUA's water system boundary. (green dotted line)

Condemnation authority cannot be used to acquire additional property outside the agency's boundary.

Political Ad paid for by Strategies 360 Texas, LLC, Jake Posey, 919 Congress, Suite 1100, Austin, Texas 78701

RESOLUTION NO. 2023-07

A RESOLUTION SUPPORTING H.B. 4217 RELATING TO THE POWERS OF CERTAIN PUBLIC UTILITY AGENCIES

WHEREAS, the West Travis County Public Utility Agency (WTCPUA) is a wholesale and retail water provider for residents of the City of Bee Cave and surrounding areas; and

WHEREAS, it is the statutory and stated mission of the WTCPUA to provide reliable and cost-efficient water and wastewater services to customers in the Agency's service area through excellence in operations, customer service, environmental compliance, and organizational development, and to plan and manage the Agency's systems in a manner that ensures growth and sustainability, pays for itself to the greatest extent possible, and achieves future system demands to the extent possible; and

WHEREAS, the WTCPUA lacks the basic statutory authorities shared by all other wholesale and retail water purveyors provided by the State of Texas which therefore impedes their ability to provide distribution services to their customers in a manner which achieves the Agency's stated goals and those of their customers; and

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

The Bee Cave City Council hereby expressly supports the legislative changes to correct the statutory inequities which limit the WTCPUA and supports the provision by the WTCPUA of legislative relief granting it the same authorities as those of the other water providers in the State of Texas.

PASSED AND APPROVED on this the 11th day of April, 2023.

CITY OF BEE CAVE, TEXAS

_____

Kara King, Mayor

ATTEST:

_____

Kaylynn Holloway, City Secretary

City Council Meeting
4/11/2023
Agenda Item Transmittal

Agenda Item:	**17.**
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
4/11/2023
Agenda Item Transmittal

Agenda Item:	**18.A.**
Agenda Title:	**Consultation with Attorney regarding pending litigation styled Citizens for Preservation of The Brown Property v. City of Bee Cave.**
Council Action:	
Department:	**City Manager**
Staff Contact:	**Clint Garza, City Manager**

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

City Council Meeting
4/11/2023
Agenda Item Transmittal

Agenda Item:	**18.B.**
Agenda Title:	**Deliberation regarding the potential acquisition of real property for public purposes**
Council Action:	
Department:	**City Manager**
Staff Contact:	**Clint Garza**

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds
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4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

City Council Meeting
4/11/2023
Agenda Item Transmittal