AGENDA

Regular Meeting

City Council

Tuesday, April 25, 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. Consider approval of the minutes of the Regular Session conducted on April 11, 2023.
B. Consider approval of the Bee Cave Library Annual Report
C. Consider approval of Proclamation for Air Quality Awareness for the week of May 1 through May 5, 2023

8. Discuss and consider appointing Rebecca Regueira and Crystal Jaime as Deputy City Secretaries.

9. Public hearing, discussion, and possible action on Ordinance No. 507 authorizing an amendment to Ordinance 454 a Conditional Use Permit for “Kennels” and “Veterinarian (Indoor Kennels)” located at 15839 West State Highway 71, Bee Cave, Texas.

10. Update from Council Member Rebber on the Travis County Citizens Bond Advisory Commission's progress.

11. Discuss and consider action on a Chapter 380 Grant Agreement between Kent Sports Holdings, L.P., TCHMall Sports and the City of Bee Cave.

12. Discuss and consider action on new legislative bills filed.

13. Close Regular Meeting

14. Open Executive Session

Executive session in accordance with the Texas Government Code, Section 551-072 – Deliberation regarding real property; and Section 551.071 - Consultation with Attorney regarding pending or contemplated litigation or a

settlement offer, or on any matters in which the Attorney has a duty to the City under the Texas Disciplinary Rules of Professional Conduct that clearly conflicts with the provisions of the Open Meetings Law. A quorum of the City Council will be present for the executive session.

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

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

15. Close Executive Session

16. Open Regular Meeting

17. Consider action, if any, on Executive Session

18. Adjournment

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

I certify that the above notice of meeting was posted at Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, Texas, on the 21st day of April, 2023 at 5:00 P.M. (Seal)

_____

Kaylynn Holloway, City Secretary

City Council Meeting
4/25/2023
Agenda Item Transmittal

Agenda Item:	**7.A.**
Agenda Title:	**Consider approval of the minutes of the Regular Session conducted on April 11, 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 11, 2023	Backup Material

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL
CITY OF BEE CAVE
April 11, 2023

STATE OF TEXAS §
COUNTY OF TRAVIS §

Present:

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

City Staff:

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
Amanda Padilla, Sr. Planner
Sean Lapano, City Planner
Logan Maurer, Engineer
Jenny Hoff, Communications Director
Dori Kelly, Communications Specialist
Lanie Marcotte, Parks and Facilities Director
Anna Jensen, Administrative Coordinator
Rebecca Regueira, Executive Assistant

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, April 11, 2023.

Citizen Comments.

There were not any citizen comments at this time.

Consent Agenda.

A. **Consider approval of the minutes of the Regular Session conducted on 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)**

MOTION: A motion was made by Council Member Hight, seconded by Council Member Hohl, to approve the consent agenda items A-C.

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

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

The motion carried 6-0.

Staff Comments.

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.

Planning and Development Director Megan Will introduced new employee Crystal Jaime.

Communications Director Jenny Hoff reported on the success of the Books and Bees weekend.

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

City Planner Sean Lapano presented this item.

MOTION: A motion was made by Council Member Hight, seconded by Council Member Hohl, to approve Resolution No. 2023-06, a Resolution declaring the month of May as "No Mow May."

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

Voting Aye: Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl, Rebber and Willott

Voting Nay: None
Absent: None

The motion carried 6-0.

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

Sr. Planner Amanda Padilla presented this item.

MOTION: A motion was made by Council Member Hight, seconded by Council Member Hohl, to approve a Proclamation declaring April 15-22 as "International Dark Sky Week" in 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, Rebber and Willott
Voting Nay: None
Absent: None

The motion carried 6-0.

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**

Lake Travis Youth Association

Scott Cronk, LTYA Executive Director, requested funds for a Lacrosse Tournament.

MOTION: A motion was made by Mayor Pro Tem Clark, seconded by Council Member Rebber, to approve the request for Hotel Occupancy Tax Funds in the amount of $20,000.

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.

Texas Association of Business Brokers

Members of the TABB Joshua Carnes and Jeff Elder presented this item.

MOTION: A motion was made by Council Member Hohl, seconded by Council Member Rebber, to approve the request for Hotel Occupancy Tax Funds in the amount of $20,000.

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.

Lake Travis Film Festival

Jon Racinskas, Director of the Lake Travis Film Festival, presented this item. This is the 4th annual Lake Travis Film Festival.

The City Council questioned whether, in the past, the Film Festival directly enhanced and promoted tourism in Bee Cave.

MOTION: A motion was made by Mayor King, seconded by Council Member Hight, to approve $20,000 out of the Hotel Occupancy Tax Fund designated for the Arts and $20,000 out of the Hotel Occupancy Tax General Fund.

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

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

The motion carried 4-2.

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

HDR representative Curtis Rokicki presented this item. He presented 4 options to represent the affect each option has on the 100-year floodplain. Of the 4 options, only the 200' bridge option did not cause any adverse impacts to the 100-year floodplain. HDR was instructed to design a bridge which fully conveys a 10 year storm event. All 3 bridge options will convey this 10-year event but only the 200' option does not affect the 100-year floodplain. The culvert option was added to their scope to convey a 2-year event and to evaluate that resulting impact to the 100-year floodplain.

Options proposed:

200ft Bridge + Grading (10-Year Design) – No adverse impact to 100-year floodplain
150ft Bridge (10-Year Design) – Adverse impact to 100-year floodplain
100ft Bridge (10-Year Design) – Adverse impact to 100-year floodplain
Bridge Class Culvert (8~10x6 Culverts) – 2-year storm design; adverse impact to 100-year floodplain

Executive Session on above item:

The City Council closed the Open Session at 7:19 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.

The City Council closed the Executive Session at 7:42 p.m. and reconvened in Regular Session.

Walter Stewart, 13800 Lone Rider Trail, requested that the Council leave the bridge as it is or build the culverts.

Lance Clawson, 4901 Great Divide, suggested that they build 3 or 4 culverts instead of 8. He is more concerned about a 2 year event and would like something smaller.

Sharon Milsap, 5604 Great Divide, requested that the Council build an adequate bridge for safety.

Taylor Guess, 4900 Great Divide, commented that he owns the property that is directly impacted. A 100-year event would shut down all of Austin. He asked the Council to look for more options.

MOTION: A motion was made by Mayor King, seconded by Mayor Pro Tem Clark, to build the 200 foot bridge.

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

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

The motion failed 3-3.

No further action was taken on this item.

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).

City Manager Clint Garza presented this item.

Associate Project Manager Chelsea Maldonado also spoke on this item.

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

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

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

The motion carried 6-0.

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

MOTION: A motion was made by Council Member Hight, seconded by Council Member Hohl, to approve the Memorandum of Understanding with the Travis County Emergency Services District No. 6 to establish the Joint Facilities Project.

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

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

The motion carried 6-0.

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

MOTION: A motion was made by Council Member Rebber, seconded by Council Member Hight, to authorize Staff to negotiate any non-material items to the Interlocal Cooperation Agreement with the Travis County Emergency Services District No. 6 for the preliminary design and planning phase of the Joint Facilities Project.

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

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

The motion carried 6-0.

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

Mr. Garza presented this item.

MOTION: A motion was made by Council Member Willott, seconded by Council Member Rebber, to approve the Consent Agreement between the City of Bee Cave and Kent Sports Holdings, LLC for the Bee Cave Commercial Park – 71 West Development.

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

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

The motion carried 6-0.

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

MOTION: A motion was made by Council Member Hight, seconded by Council Member Hohl, to approve Resolution No. 2023-07 supporting legislation on House Bill # 4217.

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.

Discussion and update on new legislative bills filed.

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

Executive Session:

The City Council closed the Open Session at 9:22 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.
B. 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 9:44 p.m. and reconvened in Regular Session.

Adjournment:

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

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

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

The motion carried 6-0.

The City Council meeting adjourned at 9:44 p.m.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

_____
Kara King, Mayor

ATTEST:

_____
Kaylynn Holloway, City Secretary

City Council Meeting
4/25/2023
Agenda Item Transmittal

Agenda Item:	**7.B.**
Agenda Title:	**Consider approval of the Bee Cave Library Annual Report**
Council Action:	**Approve or Deny**
Department:	**Library**
Staff Contact:	**Barbara Hathaway**

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	

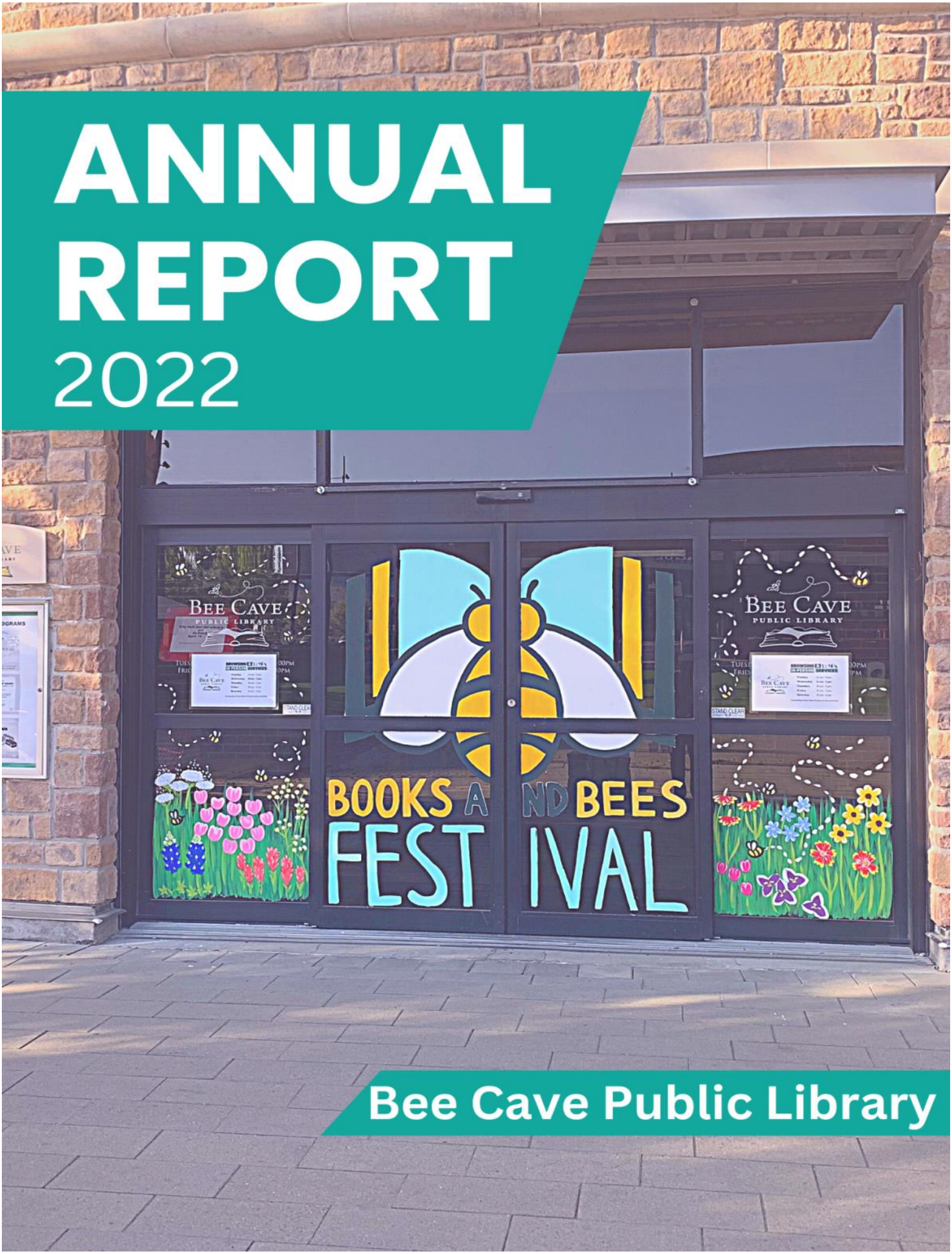
4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type

ANNUAL REPORT 2022



Bee Cave Public Library

Director's Report

2022: GRADUALLY RETURNING TO NORMAL

Our year started off in January with COVID still affecting many aspects of library operations. We continued to offer Storytime at the Park in lieu of indoors, and programs like Teen Advisory Board and Book Club often included a hybrid Zoom option in addition to in-person gatherings. A local surge of cases in the schools during January caused visits to drop just as we began to return certain programs to in-person. By February, our numbers began to pick up again, although the number of visitors was still only half of what it would have been in a typical pre-COVID February. In March, with the weather warming up and the virus subsiding, we introduced our new Spring Into Reading programs during Spring Break, honoring Eric Carle during our first year of what is intended to be an annual celebration of beloved children's authors. The activities taking place outdoors were particularly well-attended.

By April, library visits were steadily increasing, up another 14% over the March numbers. When we held our inaugural Books and Bees Festival on April 30th, the response from the community was very positive, with nearly 1,500 people attending the festival. In June and July, our annual Summer Reading Program drew hundreds of participants, more than we had seen since 2019. Outdoor events like our off-site Reading Rodeo held at Star Hill Ranch and the Bike Rodeo held in front of the library were much appreciated by our patrons. In August, with vaccinations finally available for infants six months and older, we reintroduced Baby Bumblebees, the lapsit version of Storytime for our littlest patrons. One mom told us tearfully how thrilled she was to be able to bring her second child to this program before he outgrew it since she had enjoyed it so much with her first child before the pandemic.

In September, we re-introduced our twice-yearly Family Place parent-child workshops, the last of our pre-pandemic programs to return. Early voting in October took the community rooms out of commission, causing some disruptions in programming, while the construction of the ice skating rink in front of the library negatively impacted our daily visitor count. By December, however, we were back in the swing of things and welcomed a record 1,200 people to our Grinch-themed Merry Making Saturday kick-off to the holiday season. All in all, 2022 was an exciting, challenging year in the life of Bee Cave Public Library!

~Barbara Hathaway, Library Director

Mission Statement

The Bee Cave Public Library will provide intellectual, cultural, educational, and recreational resources in a variety of formats. The library will offer an inviting environment, promote lifelong learning, and foster a sense of community.

Annual Statistics

2022 BY THE NUMBERS

for Bee Cave Public Library

OPERATIONS

52 weeks open to the public

VISITS

62,400 Visitors

PROGRAMS

165 Programs for a range of ages

Librarian Melissa Slaughter, right, at BeeTweens program for kids in grades 4-6

PROGRAM ATTENDANCE

9,508 Attended programs in 2022

Attendance picked up dramatically by the time of our Summer Reading Program.

CHECKOUTS

71,408 Physical Items Circulated

28,251 Digital Items Downloaded

Library Collections

The library's physical collection of books, audiobooks, and DVDs for children, teens, and adults numbers slightly over 30,000 items, the maximum that can fit in our current space. To make room for newly published items, deselection takes place year-round, where less popular or outdated materials are weeded so we can keep the collection fresh and up-to-date. Our digital collection contains more than 38,900 items through our membership in the Central Texas Digital Consortium. Frequent posts on social media and displays in the library highlight new materials across a variety of formats and genres.

Thanks to our status as an accredited member of the Texas State Library system, we have access to $108 million worth of databases across a wide range of research fields at a tiny fraction of the cost. We also subscribe directly to numerous databases including Ancestry for genealogy research; Data Axle Reference Solutions for business research; Mango Languages for language learning; Access World News for full-text news sources; TumbleBooks for children's literature and games; and streaming video services, Access Video On Demand and Access Video: Just for Kids.

Library Website

In conjunction with the makeover of the City of Bee Cave website, Communications Director Jenny Hoff helped us launch a new website for the library with modern colors and features that gave it a fresh, new look and made it more functional and intuitive for staff and patrons alike.

Library Staff, Operations & Planning

Library Clerk Jennifer Vickery was promoted from part-time to full-time in February 2022, after Anna Jensen left the library staff to join the Parks and Facilities Department. Public Services Manager Gretchen Hardin completed the Lake Travis Chamber of Commerce's Leadership Lake Travis program. Technical Services Librarian Megan Fischer presented workshops on OverDrive during both the Texas Library Association's annual conference and The Library Corporation's annual conference for its customers.

In August, we held meetings to discuss the library's wants, needs, and wishes for the proposed new building. A Request for Qualifications was posted in September for architectural firms for the design and construction of the new library. A total of eighteen firms responded and interviews were conducted with the top five firms. After a second round of interviews, the firm of Lake/Flato was selected and recommended to the City Council at the December meeting.

Programs

In 2022, we returned to in-person programming, gradually adding programs back into the schedule as the threat of COVID subsided. By summer, attendance at in-person programs had returned to levels approaching those from 2019, our last pre-pandemic year.

For Adults

Book Club, monthly
What's New Wednesday, monthly
Lake Travis Reads, annually

Torn-paper collage–making at What's New Wednesday

For Teens

Teen Advisory Board, monthly
Teen Service Project
Teen volunteers at Merry Making Saturday
Summer Reading Teen programs

Terrarium-making for teens

For Children

Family Storytime (twice weekly)
Baby Bumblebees Lapsit Storytime (weekly, returned in August)
Family Place Parenting Workshop (twice-yearly for 5 weeks, returned in September)
Summer Reading Programs (June-July)
Included programs for all ages such as the Trick Roper, Reptile Show, Star Party, Bike Rodeo, and the Reading Rodeo at Star Hill Ranch, as well as age-specific programs such as Special Storytimes, Drive-In Movie, Magic Treehouse Book Party, and more

For Tweens

Bee-Tweens every other month for grades 4-6
Lego Club every other month for grades K-6
Tween programs during Summer Reading

For All Ages

Spring Into Reading
Books and Bees Festival
Summer Reading Program
Merry Making Saturday

Children's concert with Joe McDermott during Spring Into Reading

Summer Reading Program 2022: Reading Roundup

The annual Summer Reading Program (SRP) is a hallmark of public libraries around the country and a favorite tradition of ours. In a nod to our Texas roots, we chose a theme of “Reading Roundup” for 2022 and had lots of fun with Western-themed programs, activities, and more. A professional trick roper kicked things off for us in early June, and our friends at Star Hill Ranch opened their facility to us for a one-day Reading Rodeo that drew 250 kids and their families for a morning of crafts, games, and live music in a beautiful outdoor setting. At the end of the summer, the Bee Cave Police Department assisted us with an outdoor Bike Rodeo at the Galleria to wind things up. The Friends of the Library purchased colorful “bee” bandanas that we handed out to all participants who wore them whenever they attended an event at the library. Rewards for the children who reached their reading goals included chances to win prizes and a personalized “Wanted” poster hanging on the library wall all summer.

Above and right, cowboy crafts and live music during the Reading Rodeo held at Star Hill Ranch; below, the Bike Rodeo held out in front as our final event for the 2022 Summer Reading Program; at right, a personalized poster for a top reader.

Books and Bees Festival, Year 1

Planning began in January for our inaugural Books and Bees Festival with a launch date of April 30, 2022. Funded by a generous donation from the Friends of the Library, the festival took place the last Saturday in April and featured author talks and panels in City Hall, at Barnes & Noble, and at The Hive. Outside on the lawn, tents featured crafts and games for kids, bee education from an area beekeeper, free wildflower seeds and planting instructions, and a children's concert, as well as booksales by Barnes & Noble and giveaways from the Friends of the Library. More than 1,500 people participated in the festival, many expressing their surprise at such a unique event in our small city.

Activities took place inside City Hall, out on the lawn and plaza, inside Barnes & Noble, and at The Hive during the first Books and Bees Festival which was attended by 1,500 people on April 30, 2022.

Merry Making Saturday 2022

Our annual holiday program, Merry Making Saturday, took place with a special twist in 2022 with the appearance of City Manager Clint Garza as The Grinch and the library decorated to look like Whoville in a tribute to the Dr. Seuss classic, *How The Grinch Stole Christmas.* With the added attraction of the skating rink taking place in front of the library, the event was rollicking fun, drawing more than 1,200 visitors to the library on the first Saturday in December.

At right, Clint Garza as the Grinch and Public Services Manager Gretchen Hardin as Cindy Lou Who delighted fans during Merry Making Saturday. Below, families enjoyed crafts and live music, while the entire staff dressed in character for the day.

Library Wins State-wide Award

The Texas Library Association announced in April that Bee Cave Public Library won the "Wayne Williams Project of the Year Award" for 2021's outdoor, life-sized Candyland game that we offered over the course of four weekends during the height of the pandemic. Director Barbara Hathaway accepted the award on behalf of the library at the TLA Annual Conference. This is the second time the library has won a state-level award, following the Branding Iron Award in 2019 when we were recognized for our outstanding social media campaign.

Library Director Barbara Hathaway accepts the "Project of the Year Award" on behalf of the entire library staff at the 2022 Texas Library Association annual conference.

Social Media

The library continued to use social media platforms as a fun and informative way to keep patrons apprised of upcoming programs, highlight parts of the collection, and have fun with current events or pop culture trends, meeting our community where they are already spending a lot of their time. Our follower base continues to grow and the goodwill generated by our efforts is a morale-builder among both staff and patrons.

More than 3,200 people follow the library on Facebook, with 1,680 following on Instagram and 2,050 on TikTok. The content posted ranges from informational to whimsical, with humorous posts usually garnering the most attention.

Social media is an effective tool to make announcements about library programs and services. Whimsical posts have occasionally gone viral like 2022's Chaotic Book Recs, shown at right, which had 10,000 views on TikTok.

Financial Report

Fiscal Year 2021-2022

Original Library Budget	$ 891,147
Salaries and Benefits	$ 721,947
Maintenance & Operations	$ 160,092
Professional Services	$ 9,108
Capital Outlay	$ 0

Fiscal Year 2022-2023

Original Library Budget	$ 1,016,928

The budget for Fiscal Year 2021-22 included 9 full-time and 3 part-time positions for a total of 10.5 FTEs. The 0.5 FTE was used to hire a summer intern who helped out in programming and circulation.

Friends of the Library

The Friends of Bee Cave Public Library is a 501c3 nonprofit corporation founded in 2006 to support the library through fundraising, volunteering, and advocacy. The group's annual fundraiser is the Rolling Sculpture Car Show which took place two weeks earlier than usual in order to avoid a conflict with the skating rink construction on the plaza in front of the library. Since this caused a conflict with other car shows in the area, we hope to return to our traditional last Sunday in October date in 2023.

The show raised $8,500 in 2022 through sponsorships and registration fees. An army of volunteers from local car clubs, the Friends group, and our Teen Advisory Board members helped put on the show under the leadership of organizer Doug Chambers. Funds raised by the show supported scholarships for graduating teen volunteers and prizes and incentives for the Summer Reading Program as well as the Books and Bees Festival.

Cars on display at the 2022 Rolling Sculpture Car Show

Friends and staff joined RSCS organizers for a "big check" presentation at a City Council meeting.

BEE CAVE PUBLIC LIBRARY
2022 ORGANIZATION CHART

Barbara Hathaway
Library Director

City Manager

Library Director

Rita Bauer
Circulation Supervisor

Gretchen Hardin
Public Services Manager

Public Services Manager

Technical Services Librarian

Circulation Supervisor

Melissa Slaughter
Public Services Librarian

Public Services Librarian

Public Services Librarian, PT

Youth Services Specialist, PT

Megan Fischer
Technical Services Librarian

Library Clerk II

Library Clerk II

Library Clerk

Library Clerk

Library Intern, PT (seasonal, vacant))

Teri Robertson
Library Clerk II

Terry Lewis
Public Services Librarian, PT

Stephanie Shelton
Library Clerk II

Jennifer Vickery
Library Clerk

Melissa Burke
Youth Services Specialist, PT

Angela Rovetto
Library Clerk

NOTE: The budget for Fiscal Year 2021-22 included 9 full-time and 3 part-time positions for a total of 10.5 FTEs. At the beginning of Fiscal Year 2021-22, Library Clerk Anna Jensen transferred to the Parks and Facilities Department, leaving a full-time clerk position vacant. In February of 2022, Jennifer Vickery was promoted from part-time to full-time library clerk, leaving a part-time position vacant which was used to hire a part-time, seasonal library intern during the summer months.

City Council Meeting
4/25/2023
Agenda Item Transmittal

Agenda Item:	**7.C.**
Agenda Title:	**Consider approval of Proclamation for Air Quality Awareness for the week of May 1 through May 5, 2023**
Council Action:	**Consider approval**
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 May 1-5 as "Air Quality Awareness Week 2023" in the city of Bee Cave.

2. DESCRIPTION/JUSTIFICATION

a) Background

The City of Bee Cave is proclaiming May 1st through the 5th as “Air Quality Awareness Week 2023.” It is a critical issue that affects the health and wellbeing of the residents and visitors of Bee Cave. Air pollution is a major environmental hazard that can cause an assortment of health problems such as respiratory disease, heart disease, and even cancer. By accepting the proclamation, the city can raise awareness of the issue and encourage residents and city staff to take action to improve air quality in the Bee Cave. This can include simple steps such as reducing the use of personal vehicles, conserving energy, and properly disposing of hazardous waste.

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 May 1-5 as "Air Quality Awareness Week 2023".

ATTACHMENTS:

Description	Type
Air Quality Awareness Week Proclamation	Cover Memo

PROCLAMATION
A PROCLAMATION OF THE CITY OF BEE CAVE CITY COUNCIL
DECLARING MAY 1-5 AS "AIR QUALITY AWARENESS WEEK 2023"
IN THE CITY OF BEE CAVE

WHEREAS, air quality can threaten our environment, economy, and the health of the residents of Bee Cave; and

WHEREAS, in 2022, the Austin-Round Rock-Georgetown Metropolitan Statistical Area (MSA) experienced its worst ozone season in over a decade, with more than thirty days when ozone levels were unhealthy for sensitive groups and two days unhealthy for all; and

WHEREAS, Air pollution levels in Central Texas were considered "moderate" or worse on forty-seven percent of days in 2022, according to the National Air Quality Index; and

WHEREAS, children, older adults, people with lung disease and people with heart disease - which makes up about half of all residents in Central Texas - are particularly affected by poor air quality; and

WHEREAS, ground-level ozone (O_3) levels in the MSA remain close to exceeding the O_3 National Ambient Air Quality Standard (NAAQS) and revisions to the annual fine particulate matter ($PM_{2.5}$) NAAQS currently being considered by the U. S. Environmental Protection Agency (EPA) could place the MSA at greater risk of a nonattainment designation; and

WHEREAS, remaining in compliance with the NAAQS is important not only for public health, but also for the region's economy and ability to conduct transportation planning; and

WHEREAS, Bee Cave supports the efforts of the Central Texas Clean Air Coalition and the U.S. Environmental Protection Agency to promote air quality; and

WHEREAS, the EPA has designated May 1 - 5, 2023, as National Air Quality Awareness Week.

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 proclaim May 1 - 5, 2023 as **"Air Quality Awareness Week"** in the City of Bee Cave and encourages our residents and employees to take action to Be Air Aware and educate themselves about local air quality by visiting CAPCOG's Air Central Texas website at AirCentralTexas.org and promoting air quality and air quality awareness within our community.

Dated this _____ day of _____, 2023.

_____

Kara King, Mayor

City Council Meeting
4/25/2023
Agenda Item Transmittal

Agenda Item:	**8.**
Agenda Title:	**Discuss and consider appointing Rebecca Regueira and Crystal Jaime as Deputy City Secretaries.**
Council Action:	**Approve**
Department:	**City Secretary**
Staff Contact:	**Kaylynn Holloway, City Secretary**

1. INTRODUCTION/PURPOSE

To discuss and consider appointing Rebecca Regueira and Crystal Jaime as Deputy City Secretaries.

2. DESCRIPTION/JUSTIFICATION

a) Background

Reggie Brooks served as the Deputy City Secretary until his resignation in March.

b) Issues and Analysis

The Code of Ordinances, Article 2.02, City Officers, allows for the City Council to appoint Deputy City Secretaries.

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 is recommending both Crystal Jaime and Rebecca Regueira be appointed as Deputies.

City Council Meeting
4/25/2023
Agenda Item Transmittal

Agenda Item:	**9.**
Agenda Title:	**Public hearing, discussion, and possible action on Ordinance No. 507 authorizing an amendment to Ordinance 454 a Conditional Use Permit for "Kennels" and "Veterinarian (Indoor Kennels)" located at 15839 West State Highway 71, Bee Cave, Texas.**
Council Action:	**Discussion and possible action**
Department:	**Planning and Development**
Staff Contact:	**Amanda Padilla, Senior Planner**

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is to consider an amendment to Ordinance 454, which approved a Conditional Use Permit to allow for "Kennels" and "Veterinarian (Indoor Kennels)" in the Neighborhood Services tract identified in the Masonwood Amended and Restated Development Agreement for Lot 40A, Block A, Bella Colinas Commercial Subdivision. The amendment would amend condition 13 within Ordinance 454 to add an additional three (3) feet of fence to the five (5) foot tall exercise yard fence, with two (2) feet four (4) inches of board and batten on top of five (5) feet eight (8) inches of stone wall.

2. DESCRIPTION/JUSTIFICATION

a) Background

See attached transmittal letter.

b) Issues and Analysis

See attached transmittal letter.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

The Planning and Zoning Commission and staff recommend approval of ordinance 507.

ATTACHMENTS:

Description	Type
Riley's Ranch Pet Resort CUP Transmittal Letter	Cover Memo
Draft Ordinance 507	Ordinance
Ordinance 454	Ordinance

City Council Meeting
April 25, 2023
Agenda Item Transmittal

Agenda Title:	Public hearing, discussion, and possible action on Ordinance No. 507 authorizing an amendment to Ordinance 454 a Conditional Use Permit for "Kennels" and "Veterinarian (Indoor Kennels)" located at 15839 West State Highway 71, Bee Cave, Texas.
Commission Action:	Public Hearing, Discussion and Consideration of Action
Initiating Department:	Planning & Development
Staff Contact:	Amanda Padilla, Senior Planner

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is to consider an amendment to Ordinance 454, which approved a Conditional Use Permit to allow for "Kennels" and "Veterinarian (Indoor Kennels)"15839 West SH 71, generally the corner of SH-71 and Del Dios Way. The amendment would amend condition 13 within Ordinance 454 to add an additional three (3) feet of fence to the five (5) foot tall exercise yard fences, with two (2) feet four (4) inches of board and batten on top of five (5) feet eight (8) inches of stone wall.

2. DESCRIPTION/ JUSTIFICATION

a) Background

The applicant is requesting to amend ordinance 454 which allows the use of "Kennel" and Veterinary (Indoor kennel)" with conditions. The applicant is specifically asking to amend condition number 13 which states:

> "The Exercise Yards for the Kennel and Veterinary (Indoor Kennel) shall be enclosed and screened by masonry walls as depicted in the concept plan (Exhibit "A") and Elevations (Exhibit "B") attached to this ordinance."

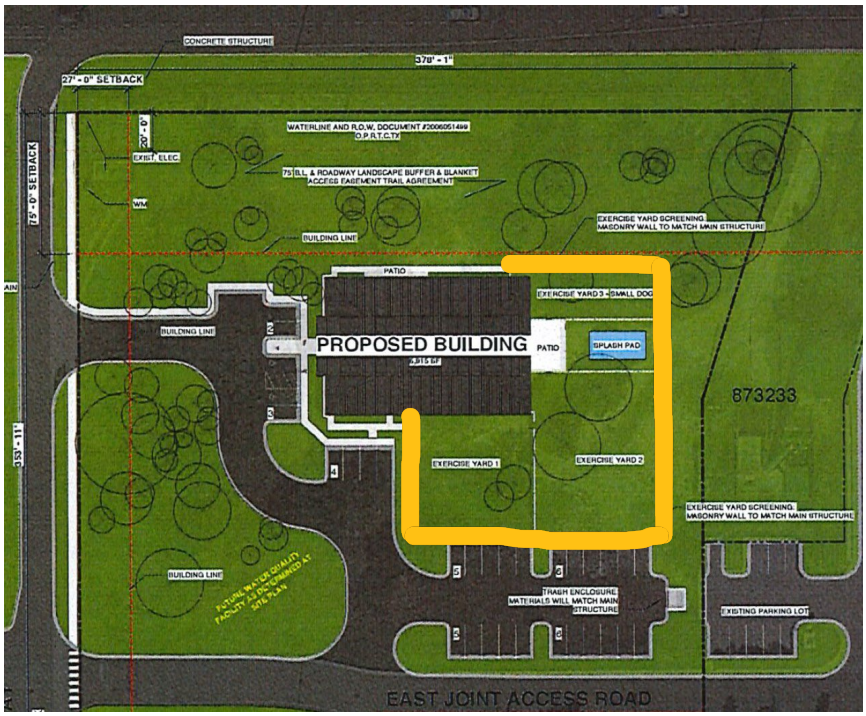


Figure 1. Exhibit "A" of Ord 454 that shows the location of Exercise Yard Fence, highlighted in yellow.

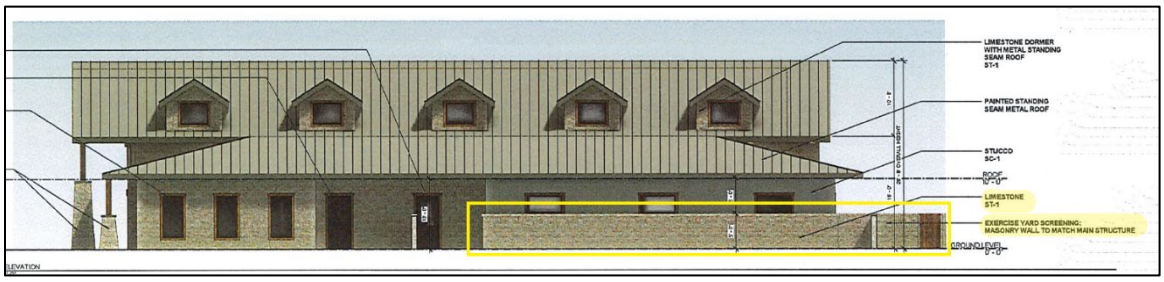


Figure 2. Exhibit "C" of Ord 454 shows elevation of exercise yard fence, boxed in yellow.

The 2.75-acre property, located in Bee Cave's Extraterritorial Jurisdiction (ETJ), is subject to the provisions in the 'Masonwood Amended and Restated Development Agreement'. Ordinarily, land located within a City's ETJ is not subject to zoning regulations; however, the Property is within the 'Neighborhood Services Tract' as designated within the Development Agreement Concept Plan, and, as such, per Article II, Section 201, of the Development Agreement it is subject to the Neighborhood Services (NS) zoning regulations (Code Sec. 32.03.009), with the exception of 32.03.009(e)(3) and (e)(6). Within the Unified Development code, it provides an equivalency table (Section 3.2.3) that states the Neighborhood Services district will follow the zoning district "Mixed-Use Neighborhood" (MU-N) and all regulations that apply to the MU-N district. The property is also subject to the requirements within Ordinance 454, a CUP that permitted the use ""Kennels" and "Veterinarian (Indoor Kennels)" with conditions.

The applicant has submitted a revision to their site plan reflecting the proposed change in fence height and materials. This revision will be reviewed and approved administratively, contingent on approval of the amendment.

b) Issues and Analysis

Riley's Ranch Pet Resort consists of a building designed to provide indoor boarding for small animals, limited veterinary care, associated office space, and a small retail component. Three (3) outdoor exercise yards and a splash pad are also proposed, the use of which will be under the direct supervision of Riley's Ranch staff and will not be used outside of the hours 7:00 AM to 7:00 PM. Additionally, no outdoor cages/kennels are proposed or permitted.

Ordinance 454 permitted the applicant to construct the exercise yard fences with the approved material depicted in the concept plan attached to the ordinance. The amendment to Ordinance 454 would allow the applicant to add an additional 2 feet of wood to the fence (see figure 3 below). Per the UDC section 5.1.2, fences are permitted at a height of eight (8) feet but due to the specific condition included in Ord. 454 the applicant was permitted a 5ft tall fence constructed of limestone material, shown in figure 1 and 2 above. In order for the applicant to construct an 8 ft tall fence with different material an amendment is required.

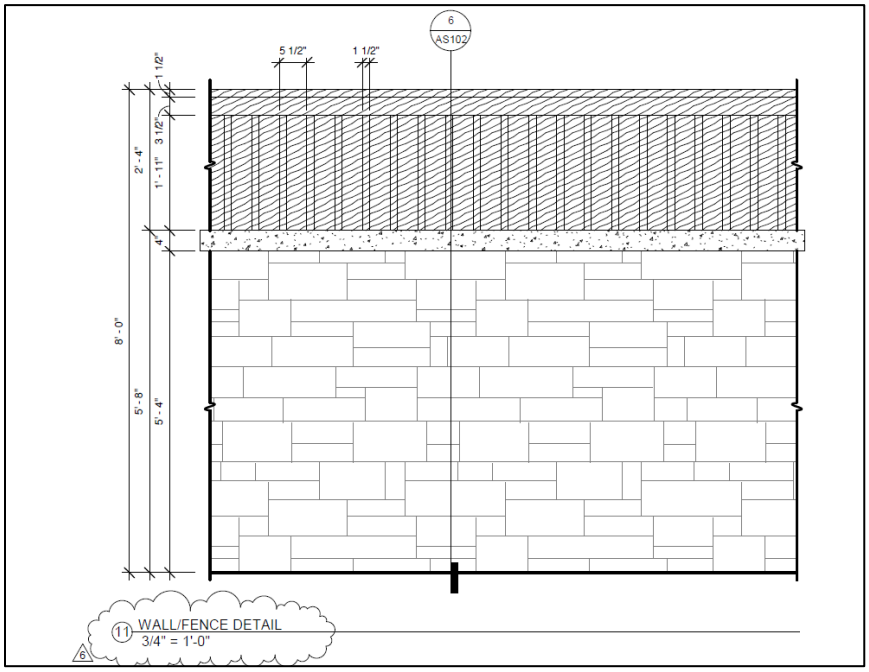


Figure 3. New fence detail

The new fence detail will add an additional three (3) feet of fence to the five (5) foot tall exercise yard fences, with two (2) feet four (4) inches of board and batten on top of five (5) feet eight (8) inches of stone wall.

Site: 2.75 acres (Lot 40A of the Bella Colinas Commercial Subdivision).
Zoning: N/A – Property is in the ETJ, located in the Neighborhood Service tract of the Masonwood Amended and Restated Development Agreement.
Future Land Use Map: N/A – ETJ
Existing Conditions: Riley's Pet Resort is currently under construction.
Adjacent Uses:

Direction	Uses/Development	Zoning
North	Site for future Episcopal Church of the Cross	P-PDD
South	Terra Colinas residential neighborhood	ETJ, subject to the Masonwood Amended and Restated DA
East	Medical/office center (Lot 38A) and cell tower (Lot 39)	ETJ, subject to the Masonwood Amended and Restated DA
West	Bella Colinas Car Wash	ETJ, subject to the Masonwood Amended and Restated DA

3. FINANCIAL/BUDGET

N/A

4. TIMELINE CONSIDERATIONS

None.

5. RECOMMENDATION

The Planning and Zoning Commission and staff recommend approval of Ordinance No. 507.

6. REFERENCE FILES

1. Draft Ordinance 507 including:
   Ex. A – Condition 13
   Ex. B – Site Plan
2. Ordinance 454

ORDINANCE NO. 507

AN ORDINANCE APPROVING AN AMENDMENT TO ORDINANCE 454 A CONDITIONAL USE PERMIT PERMITTING KENNELS AND VETERINARIAN (INDOOR KENNELS) AS CONDITIONAL USES IN THE NEIGHBORHOOD SERVICES TRACT IDENTIFIED IN THE MASONWOOD AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR LOT 40A, BLOCK A, BELLA COLINAS COMMERCIAL SUBDIVISION AS RECORDED IN DOCUMENT NO. 201600051, OPRTC AND WHICH IS LOCATED AT 15839 WEST STATE HIGHWAY 71, BEE CAVE, TEXAS; PROVIDING FOR AN AMENDMENT TO CONDITION 13 ATTACHED HERETO AS EXHIBIT "A;" PROVIDING FOR APPROVAL OF ELEVATIONS ATTACHED HERETO AS EXHIBIT "B"; PROVIDING FOR PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; PROVIDING FOR FINDINGS OF FACT, SEVERABILITY, EFFECTIVE DATE AND PROPER NOTICE AND MEETING

WHEREAS, the Property is subject to the provisions in the Masonwood Amended and Restated Development Agreement ("Development Agreement") adopted by the Bee Cave City Council on November 13, 2012, and is within the 'Neighborhood Services Tract' as designated within the Development Agreement concept plan; and

WHEREAS, an application has been submitted to amend condition 13 of Ordinance 454 for the property located at 15839 West State Highway 71, Bee Cave, Texas, described as Lot 40A, Block A, Bella Colinas Commercial Subdivision (the "Property"); and

WHEREAS, the amendment will allow the fence to extend an additional two (2) feet from the approved six (6) foot tall fence, with two (2) feet four (4) inches of board and batten on top of five (5) feet eight (8) inches of stone wall;

WHEREAS, the property owner has submitted an updated Site Plan, exhibit "B", depicting the new fence for the proposed exercise yards and the terms and amended condition of this ordinance are sufficient and compatible with adjacent property and the residential uses in the vicinity; and

WHEREAS, the notice as required by the City's Zoning Ordinance has been published in the official newspaper and given to adjacent property owners; and

WHEREAS, the Planning and Zoning Commission and the City Council has each conducted Public Hearings on the Application for an amendment to the Conditional Use Permit wherein public comment was received and considered on the Application; and

WHEREAS, the City Council finds that the amendment to Ordinance 454 depicted in Exhibits "A" and the Site Plan, Exhibit "B", and in accordance with this Ordinance is an appropriate amendment for the Property.

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

SECTION 1. Findings of Fact. That after due consideration of information and documentation submitted to the City Council, all of the above premises are hereby found to be true and correct legislative and factual findings of the City and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. Exhibits "A" and "B" are hereby adopted and incorporated into the body of this Ordinance as if copied in their entirety for all purposes.

SECTION 3. Ordinance Amendment. The amendment to Ordinance 454 is hereby adopted and Condition 13 "The Exercise Yards for the Kennel and Veterinary (Indoor Kennel) shall be enclosed and screened by masonry walls as depicted in the concept plan (Exhibit "A") and Elevations (Exhibit "B") attached to this ordinance" is amended to read " The Exercise Yards for the Kennel and Veterinary Use (Indoor Kennel) shall be enclosed and screened as depicted in Site Plan and Wall/Fence Detail included in Exhibit "B" attached and incorporated into this Ordinance.

SECTION 4. Remainder. This Ordinance amendments only Condition 13 of Ordinance 454. All remaining provisions, requirements, conditions, and penalties of Ordinance 454 remain in full force and effect and are unaffected by the passage of this amending Ordinance.

SECTION 5. Penalty. That any person, firm or corporation violating any of the provisions of this Ordinance or Chapter 32, Zoning, of the Code of Ordinances, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Bee Cave, Texas, shall be punished by a fine not to exceed the sum of two thousand dollars ($2,000.00) for each offense, and each and every day of any such violation shall be deemed to constitute a separate offense, in accordance with Section 1.01.009 of the City's Code of Ordinances.

SECTION 6. Severability. Should any sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjusted or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance in whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of Ordinance 454, the City's Zoning Ordinance or Map as a whole.

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

SECTION 8. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication as required by law.

PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED:

_____

Kara King, Mayor

City of Bee Cave

ATTEST:

_____

Kaylynn Holloway, City Secretary

City of Bee Cave, Texas

[SEAL]

APPROVED AS TO FORM:

_____

Ryan Henry, City Attorney

Law Offices of Ryan Henry, PLLC

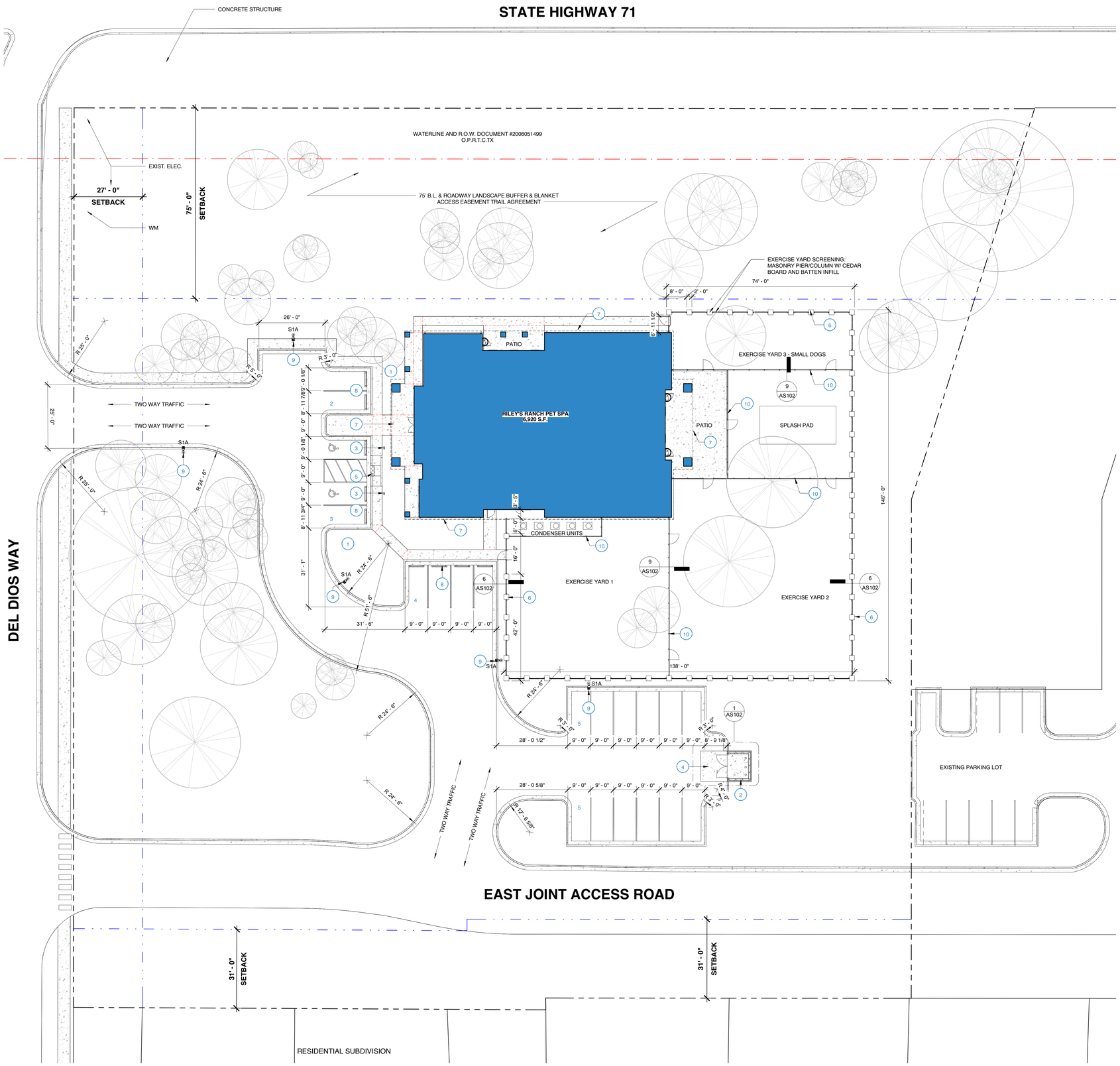
EXHIBIT “A”

AMENDMENT TO CONDITIONAL USE PERMIT

Condition 13. The Exercise Yards for the Kennel and Veterinary Use (Indoor Kennel) shall be enclosed and screened as depicted in Site Plan and Wall/Fence Detail included in Exhibit “B” attached and incorporated into this Ordinance.

EXHIBIT “B”

SITE PLAN AND WALL/FENCE DETAIL



1 SITE PLAN
1/16" = 1'-0"

SITE PLAN LEGEND:

- EXISITING TREE TO BE PROTECTED THROUGHOUT CONSTRUCTION
- NORTH ARROW
- KEYNOTE
- DETAIL NUMBER ON SHEET
- SIM — INDICATES THAT CONDITION IS SIMILAR TO DETAIL NOT EXACT
- **DETAIL MARKER**
- SHEET REFERENCE NUMBER
- REVISION # REFERENCE TAG

KEYNOTES:

1. LANDSCAPING AND IRRIGATION PER LANDSCAPE ARCHITECT SPECIFICATIONS
2. TRASH ENCLOSURE TO MATCH BUILDING MATERIALS (REFER TO DETAILS AND ELEVATIONS)
3. ADA SIGNAGE
4. HEAVY DUTY CONCRETE PAD FOR GARBAGE TRUCK
5. BLACK TACTILE WARNING STRIP (TYP.)
6. STONE PIER/COLUMN TO MATCH MAIN STRUCTURE (REFER TO SITE DETAILS)
7. EXTENT OF OVERHEAD COVERAGE
8. WHEEL STOPS AT ALL PARKING SPACES AGAINST BUILDING
9. LIGHT POLE REFER TO ELECTRICAL DRAWINGS
10. WOOD FENCE (REFER TO SITE DETAILS)

DESIGN/EXTENT OF FENCING CHANGED WITH REVISION DATED 03/22/2023 (6)

BLUE FIN DESIGN

BFD #: 20127

BELLA COLINAS

RILEY'S RANCH PET SPA

15839 WEST STATE HWY 71, BEE CAVE, TEXAS 78738

SEAL:

REGISTERED ARCHITECT
WARREN L. INCE
21539
STATE OF TEXAS

03/22/2023

BLUE FIN DESIGN, LLC

Do NOT scale drawings. Use given dimensions only. If not shown, verify correct dimension with ARCHITECT. Contractor shall check and verify all dimensions and conditions of job site.

REVISIONS

DATE	#	DESCRIPTION
2023.03.21	6	FENCE/WALL REVISION

DATE: 03.31.2022

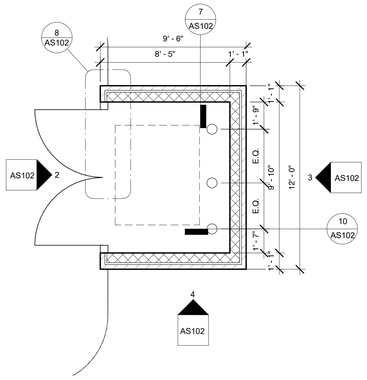
DRAWN BY: IT

ARCHITECTURAL SITE PLAN

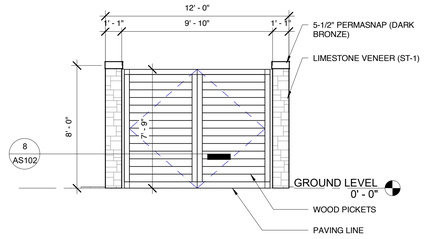
DRAWING NUMBER:

AS101

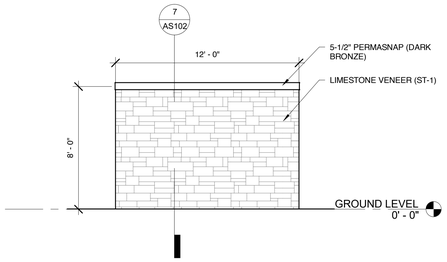
SCALE: AS INDICATED



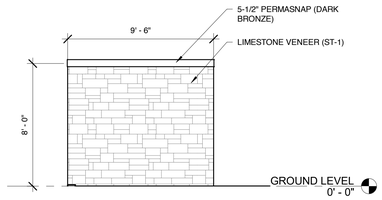
1 ENLARGED DUMPSTER PLAN
1/4" = 1'-0"



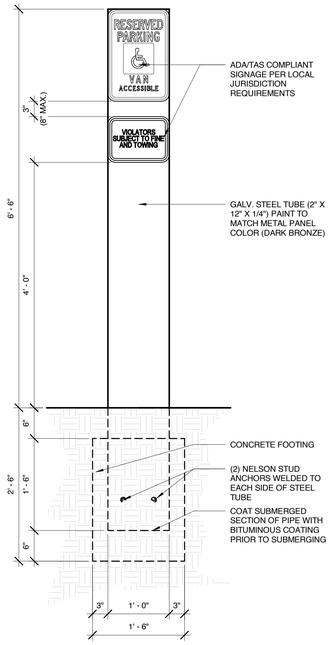
2 DUMPSTER - WEST ELEVATION
1/4" = 1'-0"



3 DUMPSTER - EAST ELEVATION
1/4" = 1'-0"

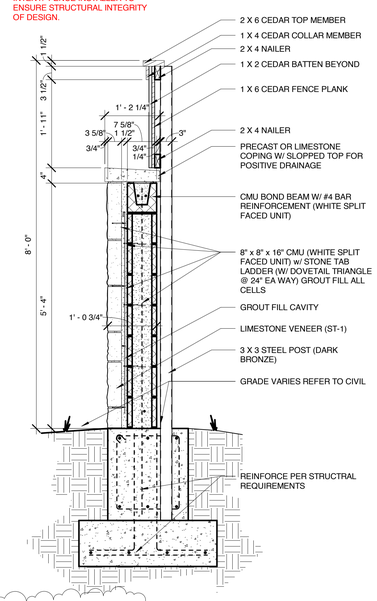


4 DUMPSTER - SOUTH ELEVATION
1/4" = 1'-0"

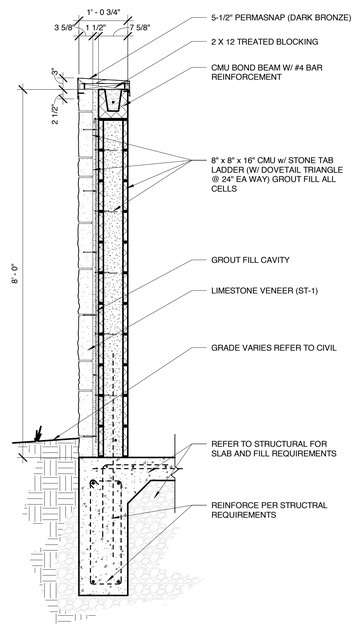


5 ADA SIGN DETAIL1
1" = 1'-0"

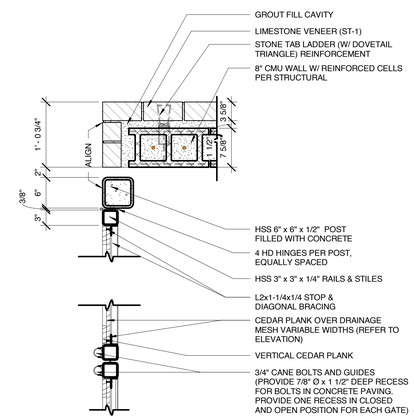
DETAIL REPRESENTS DESIGN INTENT. FENCE INSTALLER TO ENSURE STRUCTURAL INTEGRITY OF DESIGN.



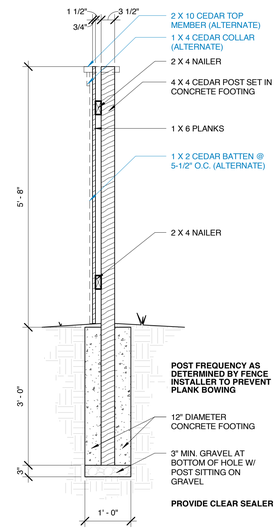
6 STONE WALL SECTION
3/4" = 1'-0"



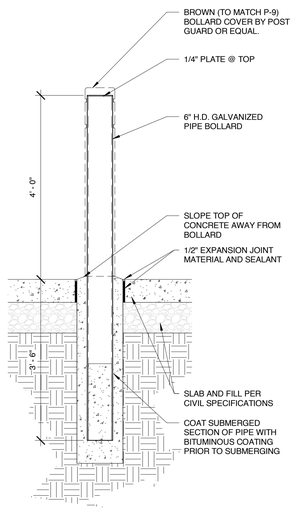
7 TRASH ENCLOSURE WALL SECTION
3/4" = 1'-0"



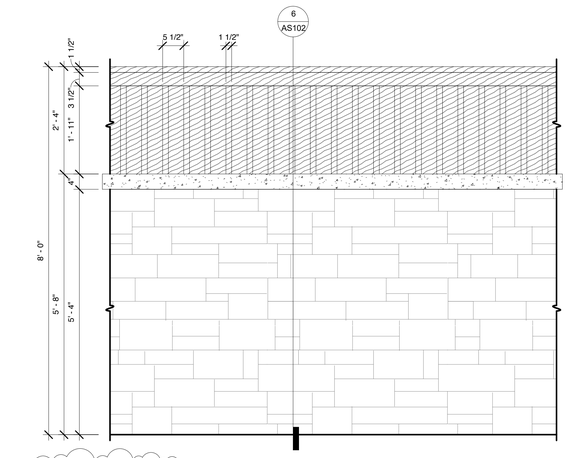
8 TRASH ENCLOSURE GATE DETAIL
1" = 1'-0"



9 WOOD FENCE DETAIL
3/4" = 1'-0"



10 BOLLARD SECTION
3/4" = 1'-0"



11 WALL/FENCE DETAIL
3/4" = 1'-0"

BLUE FIN DESIGN

BFD #: 20127

BELLA COLINAS

RILEY'S RANCH PET SPA

15839 WEST STATE HWY 71, BEE CAVE, TEXAS 78738

SEAL:

NOT FOR CONSTRUCTION

WARREN L. INCE - #21539

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION.

BLUE FIN DESIGN, LLC

Do NOT scale drawings. Use given dimensions only. If not shown, verify correct dimension with ARCHITECT. Contractor shall check and verify all dimensions and conditions of job site.

REVISIONS

DATE	#	DESCRIPTION
Date 6	6	FENCE/WALL REVISION

DATE: 03.31.2022

DRAWN BY: IT

SITE DETAILS

DRAWING NUMBER:

AS102

SCALE: AS INDICATED

ORDINANCE NO. 454

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT TO ADD KENNELS AND VETERINARIAN (INDOOR KENNELS) TO THE CONDITIONAL USES ALLOWED IN THE NEIGHBORHOOD SERVICES TRACT IDENTIFIED IN THE MASONWOOD AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR LOT 40A, BLOCK A, BELLA COLINAS COMMERCIAL SUBDIVISION AS RECORDED IN DOCUMENT NO. 201600051, OPRTC AND WHICH IS LOCATED AT 15839 WEST STATE HIGHWAY 71, BEE CAVE, TEXAS; PROVIDING FOR APPROVAL OF A CONCEPT PLAN DESCRIBED IN EXHIBIT "A", ATTACHED HERETO; PROVIDING FOR CERTAIN CONDITIONS CONTAINED HEREIN AND ATTACHED HERETO AS EXHIBIT "B;" PROVIDING FOR APPROVAL OF ELEVATIONS ATTACHED HERTO AS EXHIBIT "C"; PROVIDING FOR PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE; PROVIDING FOR FINDINGS OF FACT, SEVERABILITY, EFFECTIVE DATE AND PROPER NOTICE AND MEETING

WHEREAS, the Property is subject to the provisions in the Masonwood Amended and Restated Development Agreement ("Development Agreement") adopted by the Bee Cave City Council on November 13, 2012, and is within the 'Neighborhood Services Tract' as designated within the Development Agreement concept plan; and

WHEREAS, an application has been submitted to add Kennels and Veterinarian (Indoor Kennels) as a Conditional Uses to the Neighborhood Services tract for the property located at 15839 West State Highway 71, Bee Cave, Texas, described as Lot 40A, Block A, Bella Colinas Commercial Subdivision (the "Property"); and

WHEREAS, use of the Property for a Kennel or Veterinarian (Indoor Kennels) is conditional in the Neighborhood Services zoning district; and

WHEREAS, the property owner has submitted a Concept Plan depicting the proposed uses of the Property as Kennel and Veterinarian (Indoor Kennels) and the terms and conditions of this Ordinance are sufficient to make this proposed use compatible with other Neighborhood Services uses under the Development Agreement and on adjacent property and the residential uses in the vicinity; and

WHEREAS, the notice as required by the City's Zoning Ordinance has been published in the official newspaper and given to adjacent property owners; and

WHEREAS, the Planning and Zoning Commission and the City Council has each conducted Public Hearings on the Application for a Conditional Use Permit wherein public comment was received and considered on the Application; and

WHEREAS, the City Council finds that the use of the Property as depicted in the Concept Plan, Exhibit "A", and in accordance with this Ordinance as Kennels and Veterinarian (Indoor Kennels) is an appropriate use for the Property.

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

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

SECTION 2. The City Council finds that the information submitted in the Application for a Conditional Use Permit submitted by Applicant meets the requirements of the City of Bee Cave Zoning Ordinance for the Property as required under the Development Agreement and depicted on the Concept Plan attached hereto and incorporated herein as Exhibit "A".

SECTION 3. Uses. A Conditional Use Permit is hereby granted, subject to the conditions listed in Section 5 herein described, to authorize Kennels and Veterinarian (Indoor Kennels) uses on the Property as depicted in Exhibit "A" and in conjunction with any other permitted uses authorized in the Development Agreement 'Neighborhood Services Tract'.

SECTION 4. Concept Plan. The Concept Plan attached hereto as Exhibit "A" depicting the Kennels and Veterinarian (Indoor Kennels) uses and Architectural Elevations, attached hereto as Exhibit "C", for buildings and other structures associated with the use of the Property as a Kennel with Veterinarian (Indoor Kennels) services together with all other uses and amenities depicted in the Concept Plan are all hereby approved contingent upon the property owner meeting the conditions contained within Section 5 and Exhibit "B".

SECTION 5. Conditional Use Permit. The City Council hereby approves a Conditional Use Permit to the property owner (hereinafter "Permittee") upon the following terms and conditions:

1. Permittee shall not commence development until it has secured all permits and approvals as required by the City of Bee Cave Ordinances.

2. The Conditional Use Permit authorizes additional development of the subject Property only as represented in the Permittee's application and only to the extent such development is depicted in the Concept Plan described in Exhibit "A," attached hereto, and only to the extent authorized herein. If portions of the development of the subject Property requested in the application are not approved

herein by the Council, or are not depicted in Exhibit "A", then that portion of Permittee's application is specifically denied.

3. Amendments to development for this Property in the future shall comply with City's Zoning Ordinance except as may be approved by this Conditional Use Permit or as same may be amended.

4. The Kennel and Veterinary (Indoor Kennel) component shall provide services to small animals (e.g., cats and dogs; no large animals) only.

5. No outdoor cages/kennels are permitted.

6. The Kennel (6,915 SF) will provide boarding services for small animals (e.g., cats and dogs; no large animals); therefore, employees will staff the facility 24-hours a day. However, hours of operation for the public, and use of the exterior play/exercise areas are limited to 7:00 AM to 7:00 PM.

7. Animals must always be accompanied by an employee when outdoors.

SECTION. 6. Penalty. That any person, firm or corporation violating any of the provisions of this Ordinance or Chapter 32, Zoning, of the Code of Ordinances, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Bee Cave, Texas, shall be punished by a fine not to exceed the sum of two thousand dollars ($2,000.00) for each offense, and each and every day of any such violation shall be deemed to constitute a separate offense, in accordance with Section 1.01.009 of the City's Code of Ordinances.

SECTION 7. Severability. Should any sentence, paragraph, subdivision, clause, phrase, or section of this Ordinance be adjusted or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance in whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of the City's Zoning Ordinance or Map as a whole.

SECTION 8. Proper Notice and Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 9. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication as required by law.

PASSED AND APPROVED this _____ day of _____, 2021.

APPROVED:

Kara King, Mayor
City of Bee Cave

ATTEST:

Kaylynn Holloway, City Secretary
City of Bee Cave, Texas

[SEAL]

APPROVED AS TO FORM:

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

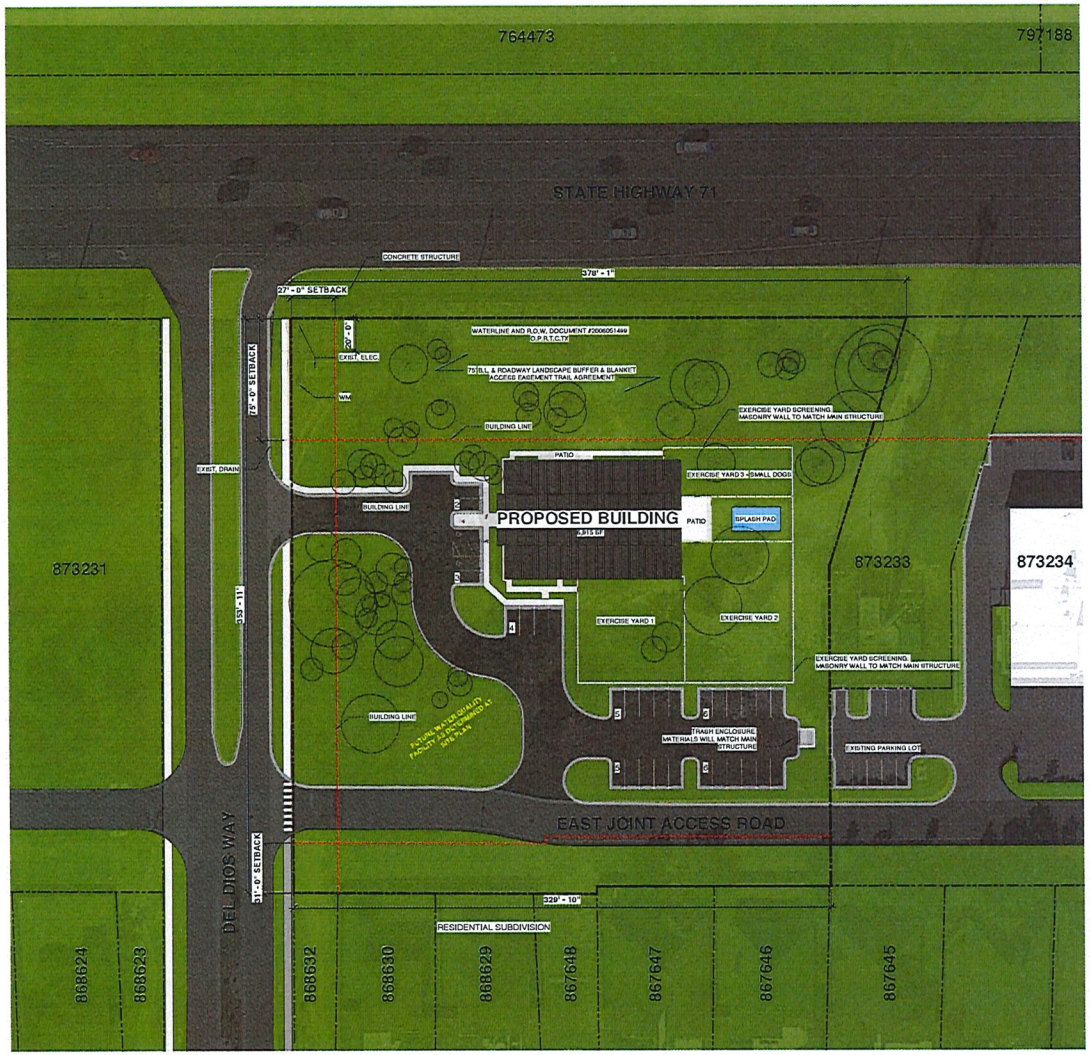
EXHIBIT A

C	NAME	LOT/BLOCK	ADDRESS	RECORDING	ZONING
797188	SUMMIT AUSTIN 56 LTD	LOT 1 BLK A SUMMIT 56	15500 W STATE HY 71 E TX 78738	2015200095 (Plat)	Neighborhood Service
868624	SCHULTZ MICHAEL	LOT 5 BLK A BELLA COLINAS SECS 3,4,5 & 6	15860 CINCA TERRA DR BEE CAVE, TX 78738	2019018714	Single Family (ETJ)
873231	BELLA COLINAS CAR WASH SERVICES LLC	LOT 3 BLK AA BELLA COLINAS COMMERCIAL PLAT	15949 W STATE HY 71 TX 78738	2016200051 (Plat)	Neighborhood Service (ETJ)
868623	MERITAGE HOMES OF TEXAS LLC	LOT 4 BLK A BELLA COLINAS SECS 3,4,5 & 6	15708 CINCA TERRA DR TX 78738	2015200257 (Plat)	Single Family (ETJ)
873233	MASONWOOD 71 LTD	LOT 39 BLK A BELLA COLINAS COMMERCIAL PLAT (CELL TOWER)	15839 W STATE HY 71 TX 78738	2016200051 (Plat)	Neighborhood Service (ETJ)
867645	MEYERING RYAN & DESERIE PEREZ	LOT 5 BLK A TERRA COLINAS PHS 1 AMD	15704 CINCA TERRA DR BEE CAVES, TX 78738	2020149004	Single Family (ETJ)
867647	SELLERS FAMILY CLARK & CASEY JOSEPH SELLERS	LOT 4 BLK A TERRA COLINAS PHS 1 AMD	15708 CINCA TERRA DR AUSTIN, TX 78738	2019194099	Single Family (ETJ)
867648	MASONWOOD 71 LTD & CASEY RICHARD KOPECKY	LOT 3 BLK A TERRA COLINAS PHS 1 AMD (DE/PUE)	CINCA TERRA DR TX 78738	2020172940	Single Family (ETJ)
868629	MATHAI VARGHESE & SHALINI BHOJWANI	LOT 2 BLK K BELLA COLINAS SECS 3,4,5 & 6	15716 CINCA TERRA DR AUSTIN, TX 78738	2018115977	Single Family (ETJ)
868630	MONDEJAR MELISSA RENEE	LOT 3 BLK K BELLA COLINAS SECS 3,4,5 & 6	15720 CINCA TERRA DR BEE CAVE, TX 78738	2019011303	Single Family (ETJ)
867646	RIDLEY BRENT DANIEL & SARA MARIE KINNEY	LOT 6 BLK A TERRA COLINAS PHS 1 AMD	15700 CINCA TERRA DR TX 78738	2018193303	Single Family (ETJ)
868631	MERITAGE HOMES OF TEXAS LLC	LOT 4 BLK K BELLA COLINAS SECS 3,4,5 & 6	CINCA TERRA DR TX 78738	2016200280 (Plat)	Single Family (ETJ)
873234	AC 71 PARTNERS LP	LOT 38A BLK A BELLA COLINAS COMMERCIAL AMD LTS 37A, 38A, & 40A	15501 W STATE HY 71 TX 78738	2016211563	Neighborhood Service (ETJ)
764473	PROTESTANT EPISCOPAL CHURCH COUNCIL	ABS 664 SUR 44 REYNOLDS / ACR 22.9930	W STATE HY 71 TX 78738	2018104077	Neighborhood Service

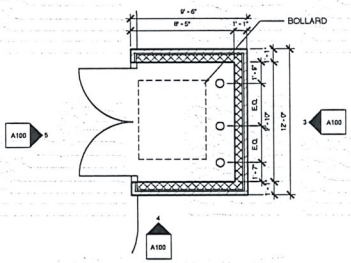
IMPERVIOUS COVER		
	SF	AC
BUILDING	8449	0.19
SIDEWALK	1853	0.04
PARKING LOT	18632	0.43
TOTAL *	28934	0.66

NOTE: PROPERTY IS SUBJECT TO THE IMPERVIOUS COVER AND RESTRICTIONS AS RECORDED IN DOCUMENT NO. 2016031163 OF THE O.P.R.T.C.

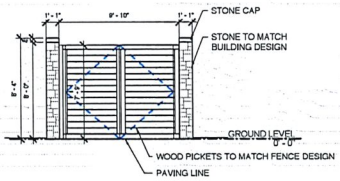
* TOTAL DOES NOT INCLUDE THE EXISTING JOINT-ACCESS DRIVE THAT ADDS AN ADDITIONAL APPROXIMATE .20 AC OF IMPERVIOUS COVER. ANY DEVELOPMENT OR CONSTRUCTION WHICH WOULD CAUSE THE PROPERTY TO EXCEED 0.86 AC OF IMPERVIOUS COVER MUST BE APPROVED IN CONJUNCTION WITH A SITE PLAN APPROVAL.



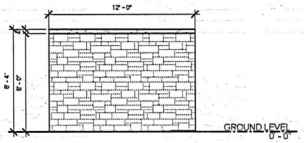
1 SITE PLAN
1" = 30'-0"



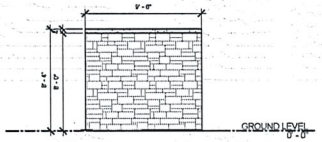
2 ENLARGED DUMPSTER PLAN
1/4" = 1'-0"



5 TRASH ENCLOSURE ELEVATION 1
1/4" = 1'-0"



3 TRASH ENCLOSURE ELEVATION 2
1/4" = 1'-0"



4 TRASH ENCLOSURE ELEVATION 3
1/4" = 1'-0"

BLUE FIN DESIGN

BFD #: 281227

BELLA COLINAS

RILEY'S RANCH PET SPA

W. STATE HWY 72, BEE CAVE, TEXAS 78738

SEAL:

NOT FOR CONSTRUCTION

WARREN L. INCE - #21539

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION.

BLUE FIN DESIGN, LLC

Do NOT scale drawings. Use given dimensions only. If not shown, verify correct dimension with ARCHITECT. Contractor shall check and verify all dimensions and conditions of job site.

REVISIONS

DATE	#	DESCRIPTION

DATE: 2022.05.09

DRAWN BY: IAN TEMPLETON

SITE PLAN

DRAWING NUMBER:

A100

SCALE: AS INDICATED

TREE MITIGATION CALCULATION TABLE

SN.		TREE TAG NUMBER	Cal. (Inches)	SPECIES	To be removed Cal. (Inches)	To Remain Cal.	Extra Credit (Inches)
1	R	75025	Multi 10",8"	LIVE OAK	18	0	
2	R	75026	Multi 7",7"	LIVE OAK	14	0	
3	R	75027	18"	LIVE OAK	18	0	
4	R	75028	12"	LIVE OAK	12	0	
5	R	75029	13"	LIVE OAK	13	0	
6	R	75030	Multi 8",7"	LIVE OAK	15	0	
7	R	75031	9"	LIVE OAK	9	0	
8	E	75032	15"	RED OAK	0	15	7.5
9	E	75033	17"	CEDAR ELM	0	17	8.5
10	E	75034	8"	BLUE OAK	0	8	
11	E	75035	Multi 9",9"	BLUE OAK	0	18	9
12	E	75036	Multi 13",11", 10", 5",5	CEDAR ELM	0	44	22
13	R	75037	12"	LIVE OAK	12	0	6
14	E	75038	10"	LIVE OAK	0	10	
15	E	75039	9"	LIVE OAK	0	9	
16	E	75040	8"	LIVE OAK	0	8	
17	E	75041	8"	LIVE OAK	0	8	
18	R	75042	13"	CEDAR ELM	13	0	
19	R	75043	8"	LIVE OAK	8	0	
20	E	75044	8"	LIVE OAK	0	8	
21	R	75045	10"	LIVE OAK	10	0	
22	R	75046	9"	LIVE OAK	9	0	
23	E	75047	8"	LIVE OAK	0	8	
24	E	75048	8"	LIVE OAK	0	8	
25	R	75049	9"	LIVE OAK	9	0	
26	R	75050	8"	LIVE OAK	8	0	
27	R	75051	10"	LIVE OAK	10	0	
28	R	75052	12"	LIVE OAK	12	0	
29	R	75053	10"	LIVE OAK	10	0	
30	R	75054	Multi 12",8", 8"	LIVE OAK	28	0	
31	R	75055	14"	LIVE OAK	14	0	
32	R	75056	Multi 8", 5"	LIVE OAK	13	0	
33	R	75057	9"	LIVE OAK	9	0	
34	E	75058	9"	LIVE OAK	0	9	
35	E	75059	12"	CEDAR	0	12	6
36	E	75060	11"	CEDAR	0	11	
37	R	75061	10"	CEDAR	10	0	
38	R	75062	17"	CEDAR	17	0	
39	E	75063	14"	CEDAR	0	14	7
40	E	75064	22"	CEDAR	0	22	11
41	E	75065	10"	LIVE OAK	0	10	
42	E	75066	12"	LIVE OAK	0	12	6
43	E	75067	9"	LIVE OAK	0	9	
44	E	75068	Multi 9", 7"	LIVE OAK	0	16	8
45	E	75069	12"	LIVE OAK	0	12	6
46	E	75070	14"	LIVE OAK	0	14	7
47	E	75071	Multi 10", 10"	LIVE OAK	0	20	10
48	E	75072	15"	LIVE OAK	0	15	7.5
49	E	75073	Multi 13", 10"	LIVE OAK	0	23	11.5
50	E	75077	Multi 12", 9",9"	LIVE OAK	0	30	15
51	E	75078	16"	LIVE OAK	0	16	8
52	E	75079	Multi 13", 12", 8"	LIVE OAK	0	33	16.5
53	E	75080	Multi 13", 13"	LIVE OAK	0	26	13
54	E	75081	Multi 17", 14", 12"	LIVE OAK	0	43	21.5
55	E	75082	11"	LIVE OAK	0	11	
56	E	75083	17"	LIVE OAK	0	17	8.5
57	R	75806	6"	LIVE OAK	6	0	
58	R	75807	6"	LIVE OAK	6	0	
59	R	75808	7"	LIVE OAK	7	0	
60	R	75809	Multi 4", 4"	LIVE OAK	8	0	
61	R	75810	Multi 5", 5", 5", 4"	LIVE OAK	19	0	
62	R	75811	5"	LIVE OAK	5	0	
63	R	75812	5"	LIVE OAK	5	0	
64	R	75813	6"	LIVE OAK	6	0	
65	E	75814	Multi 3", 3", 3"	BLUE OAK	0	9	
66	E	75815	8"	LIVE OAK	0	8	
67	E	75816	6"	LIVE OAK	0	6	
68	E	75817	5"	LIVE OAK	0	5	
69	E	75818	4"	LIVE OAK	0	4	
70	E	75819	7"	LIVE OAK	0	7	
71	E	75820	Multi 6", 4",4"	LIVE OAK	0	14	7
72	E	75821	6"	LIVE OAK	0	6	
73	E	75822	6"	LIVE OAK	0	6	
74	R	75823	8"	LIVE OAK	8	0	
75	R	75824	Multi 7",7"	LIVE OAK	14	0	
76	R	75825	7"	LIVE OAK	7	0	
77	R	75826	7"	LIVE OAK	7	0	
78	R	75827	6"	LIVE OAK	6	0	
79	R	75828	6"	LIVE OAK	6	0	
80	E	75829	6"	LIVE OAK	6	0	
81	R	75830	7"	LIVE OAK	0	7	
82	E	75831	7"	LIVE OAK	0	7	
83	E	75832	6"	LIVE OAK	0	6	
84	E	75833	7"	LIVE OAK	0	7	
85	E	75834	7"	LIVE OAK	0	7	
86	E	75835	5"	LIVE OAK	0	5	
87	E	75836	5"	LIVE OAK	0	5	
88	E	75837	6"	LIVE OAK	0	6	
89	E	75838	4"	LIVE OAK	0	4	
90	E	75839	6"	LIVE OAK	0	6	
91	E	75840	6"	LIVE OAK	0	6	
92	R	75841	7"	LIVE OAK	7	0	
93	E	75842	7"	LIVE OAK	0	7	
94	E	75843	8"	LIVE OAK	0	8	
95	R	75844	7"	LIVE OAK	7	0	
96	E	75845	7"	LIVE OAK	0	7	
97	R	75846	6"	LIVE OAK	6	0	
98	R	75847	6"	LIVE OAK	6	0	
99	R	75848	7"	LIVE OAK	7	0	
100	R	75849	6"	LIVE OAK	6	0	
Total Inches per Column					446	689	134.5

SN.		TREE TAG NUMBER	Cal. (Inches)	SPECIES	To be removed Cal. (Inches)	To Remain Cal. (Inches)	Extra Credit (Inches)
101	R	75850	6"	LIVE OAK	6		
102	R	75851	5"	LIVE OAK	5		
103	R	75852	6"	LIVE OAK	6		
104	R	75853	4"	LIVE OAK	4		
105	R	75854	6"	LIVE OAK	6		
106	R	75855	6"	LIVE OAK	6		
107	R	75856	6"	LIVE OAK	6		
108	R	75857	6"	LIVE OAK	6		
109	E	75858	7"	LIVE OAK	0	7	
110	R	75859	4"	LIVE OAK	4		
111	E	75860	Multi 6", 3"	LIVE OAK	0	9	
112	E	75861	9"	LIVE OAK		9	
113	E	75862	7"	LIVE OAK		7	
114	E	75863	8"	LIVE OAK		8	
115	E	75864	6"	LIVE OAK		6	
116	E	75865	5"	LIVE OAK		5	
Total Inches per Column					49	51	0

Calculation Summary

Total Inches To Remain Credit (This sheet)	740
Inches To Be Removed (This sheet)	495
Total Inches (Surveyed)	1235
Extra Credit Inches for Preserved Trees (This sheet)	134.5
Total Inches Preserved With Extra Credit	874.5 (71%)

E = Trees To Remain
R= Trees To Be Remove

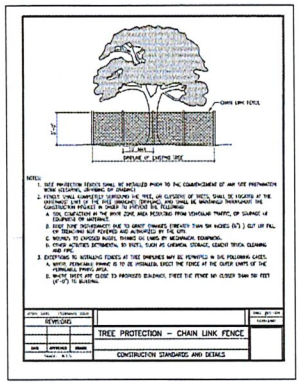
TREE PROTECTION NOTES

1. All trees within the area of construction shall be protected and saved unless indicated to be removed. Consult with Landscape Architect prior to removal of any trees after rough layout is completed.

2. Saved or protected trees damaged or removed by construction activities will be replaced by the Contractor at no cost to the Owner.

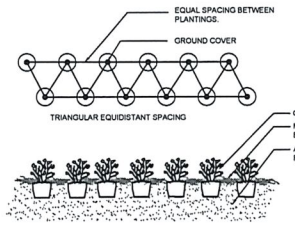
3. If construction staging outside of limits is needed; contact Owner's representative to review proposed location. If approved, provide tree protection and erosion sedimentation controls for the area. Repair area to pre-construction conditions after project is complete.

4. Hand excavate all work under existing tree driplines. Use rock saw to keep cuts clean. Keep exposed roots moist by covering with burlap and watering if to be left over night or alternative approved method.



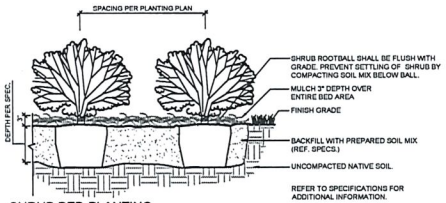
MAINTENANCE NOTES

1. The owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping. All required landscaping shall be maintained in a neat and orderly manner at all times. This shall include, but not be limited to, mowing of grass six inches or higher, edging, pruning, fertilizing, watering, weeding, and other such activities common to the maintenance of landscaping. Landscaped areas shall be kept free of trash, litter, weeds, and other such material or plants not a part of the landscaping. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant materials which die shall be replaced with plant material of similar variety and size, within ninety (90) days. Trees with a trunk diameter in excess of six inches (6") measured twenty-four inches (24") above the ground may be replaced with ones of similar variety having a trunk diameter of no less than three inches (3") measured twenty-four inches (24") above the ground. A time extension may be granted by the City Manager, if substantial evidence is presented to indicate abnormal circumstances beyond the control of the owner or his or her agent.



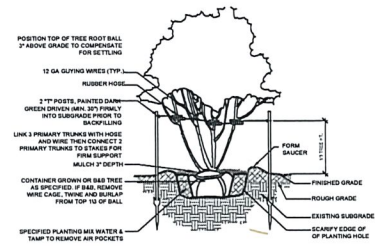
GROUNDCOVER PLANTING

N.T.S.



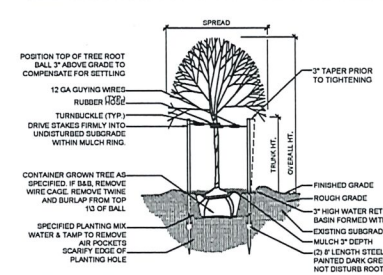
SHRUB BED PLANTING

N.T.S.



MULTI-TRUNK TREE PLANTING

N.T.S.



TREE PLANTING

N.T.S.

1 PLANTING DETAILS

RVi
1411 West 5th Street
Suite 175
Austin, Texas 78703
Tel. 512.480.9852
www.rvilandscape.com

REGISTERED LANDSCAPE ARCHITECT
KEITH J. DUPONT
1907
STATE OF TEXAS
02/22/2021

Texas811
Know what's below. Call before you dig.

RILEY'S RANCH PET SPA

LANDSCAPE COMPLIANCE PLAN
WEST STATE HIGHWAY 71, BEE CAVE, TEXAS

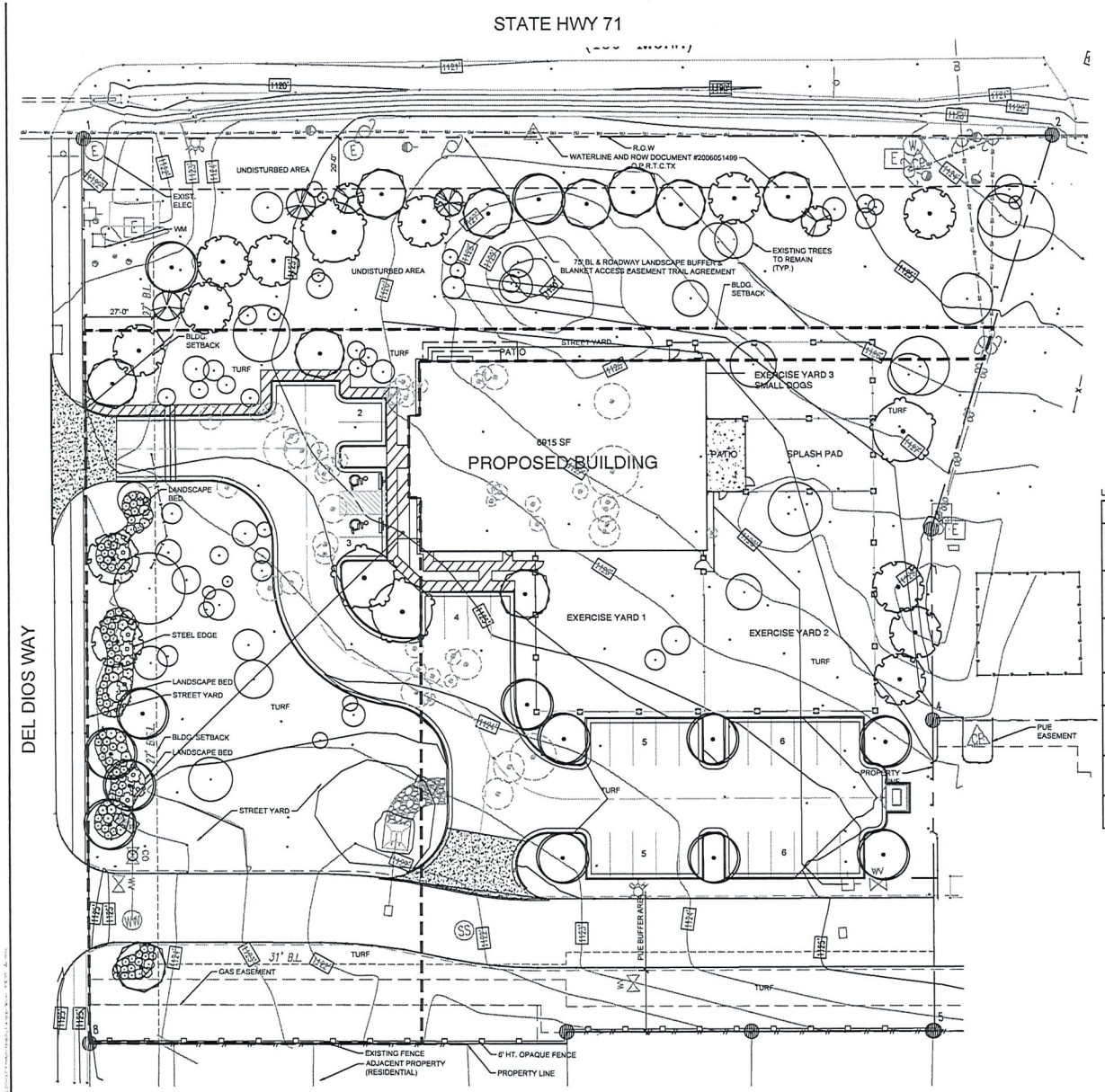
PROJECT NO : 2000443B
DATE : 02/22/2021
DRW: NM, AW
RVW: PD, AW

REVISIONS
1
2
3
4
5

TREE MITIGATION PLAN AND PLANTING DETAIL

LP-1.0

SHEET 1 OF 2



1 LANDSCAPE PLAN

SCALE: 1" = 20'-0"

NORTH

PLANT SCHEDULE RILEY'S RANCH						
TREES	CODE	QTY	COMMON / BOTANICAL NAME	CONT	CAL	SIZE
	QM	4	Burr Oak / Quercus macrocarpa	45 gal	2"Cal	8' - 10'
	QT 2	12	Texas Red Oak / Quercus texana	45 gal	2"Cal	8'
	QV 2	10	Southern Live Oak / Quercus virginiana	65 gal	3"Cal	10'-12' Ht
	UC 2	13	Cedar Elm / Ulmus crassifolia	45 gal	2"Cal	8'
ORNAMENTAL TREES	CODE	QTY	COMMON / BOTANICAL NAME	CONT	CAL	SIZE
	CC2	2	Texas Redbud / Cercis canadensis texensis	45 gal	2"Cal	7' - 9'
	CL	2	Desert Willow / Chilopsis linearis	30 gal	2"Cal	8'
	ID	1	Possumhaw Holly / Ilex decidua	30 gal	2"Cal	6'
SHRUBS	CODE	QTY	COMMON / BOTANICAL NAME	CONT	O.C	
	CG	3	Bright Bead Coloneaster / Coloneaster glaucophyllus	5 gal.	30" o.c.	
	GA	22	Glossy Abelia / Abelia x grandiflora	5 gal.	42" o.c.	
	IV2	33	Dwarf Yaupon / Ilex vomitoria 'Nana'	5 gal.	42" o.c.	
	RV	12	Evergreen Sumac / Rhus virens	5 gal	36" o.c.	
	SG2	48	Autumn Sage / Salvia greggii	5 gal	36" o.c.	

LANDSCAPE DESIGN CALCULATION TABLE.

	DESCRIPTION	REQUIREMENT	LANDSCAPE REQUIRED	PROVIDED
1.	STREETSCAPE FRONTAGE ALONG HIGHWAY 71 = 378' 75' LANDSCAPE BUFFER	12 TREES (7 - 2" cal., 3 - 3" cal., 2 - 4" cal., ALL 8' HT. MIN.) per 100' = 45 TREES (26 - 2" cal., 11 - 3" cal., 8 - 4" cal.)	45 TREES	45 TREES, INCL. 25 EXISTING TREES (ALL 4" OR MORE)
2.	STREETSCAPE FRONTAGE TOWARDS DEL DIOS WAY = 354'	1 TREE (MIN. 4" Cal. 8' HT.) PER 30' = 12 TREES 10 SHRUBS (5 gal.) per 30' = 118 SHRUBS	12 TREES 118 SHRUBS	14 TREES (INCL 5 EXISTING TREES 118 SHRUBS
3.	TOTAL PARKING LOT AREA = 14,100 SF	25% OF PARKING LOT/ VEHICULAR USE AREA 14,100 X 25%= 3,525 SF OF CANOPY AREA = 5 CEDAR ELMS	5 TREES	11 TREES 7 Cedar Elms @ 707 SF and 4 Oaks at 1256 SF = 10,005 SF 71%
4.	STREET YARD AREA =38,915 SF	20% OF STREET YARD AREA TO BE LANDSCAPED = 7,783 SF MIN.	7,783 SF	26,630 SF
4A	MINIMUM TREE REQUIREMENTS FOR STREET YARD	38, 915 SF (TOTAL STREET YARD AREA) 1 TREE PER 1,000 SF FOR FIRST 10,000, 1 TREE PER 2,500 SF FOR BALANCE OF STREET YARD	22 TREES	29 PRESERVED EXISTING TREES
5	SOUTH PROPERTY- RESIDENTIAL BUFFER STRIP 25' WIDE - 329.67'	6' HT. OPAQUE SCREEN		6' HT. OPAQUE FENCE
		TOTAL	84 TREES	66 PRESERVED TREES 39 NEW TREES 105 TREES

LEGEND

EXISTING TREE TO REMAIN

EXISTING TREE TO BE REMOVED

STREET YARD BOUNDARY

PARKING SUMMARY

USE	SQ. FT.	REQUIRED
Retail - 1 space per 200 sq ft	507.8	3
Office - 1 space per 300 sq ft	1143.5	4
Vet services - 1 space per 300 sq ft	600	2
Pet Boarding - 1 space per 800 sq ft	3936.5	5
Total Required Parking		14
Provided Parking		29
ADA Parking		2
Total Provided Parking		31

RVi
1411 West 5th Street
Suite 175
Austin, Texas 78703
Tel. 512.480.0032
www.rviplanning.com

REGISTERED LANDSCAPE ARCHITECT
KEITH J. DUPNIK
1907
STATE OF TEXAS
02/22/2021

Texas811
Know what's below. Call before you dig.

RILEY'S RANCH PET SPA

LANDSCAPE COMPLIANCE PLAN

WEST STATE HIGHWAY 71, BEE CAVE, TEXAS

PROJECT NO : 20004438
DATE : 02/22/2021
DRW: NM, AW
RVW: PD, AW

REVISIONS
1 03-10-2021-Per City Comments
2 03-24-2021-Per City Comments
3
4
5

LANDSCAPE PLAN

LP -2.0

SHEET 2 OF 2

EXHIBIT "B"

CONDITIONAL USE PERMIT CONDITIONS

1. A Kennel and Veterinary (Indoor Kennel) establishment is authorized for development at the location identified in the Concept Plan attached as Exhibit "A" to this Ordinance. Development of the Kennel and Veterinary (Indoor Kennel) facility shall be consistent with development standards previously approved in the Masonwood Amended and Restated Development Agreement adopted by the Bee Cave City Council on November 13, 2012, except as same may be modified herein.

2. Off-street parking for the Kennel and Veterinary (Indoor Kennel) development shall be provided at a ratio of 1 space per 800 square feet of Kennel area, 1 space per 300 square feet of Veterinary area, 1 space per 200 square feet of retail area, and 1 space per 300 square feet of office area.

3. Owner of the property shall provide a blanket easement for trail and pedestrian access within the 75' landscape buffer required along West State Highway 71. This easement shall be reduced to 20' after construction of the trail at an agreed upon location that is acceptable to both the City of Bee Cave and the owner. The property owner will not be responsible for construction and maintenance of trail improvement. Recordation of the 'Blanket Access Easement Trail Agreement' shall be required prior to Site Plan approval.

4. Construction, including structural stormwater and water quality controls, is prohibited within the 75' landscape buffer adjacent to West State Highway 71.

5. Any aboveground facilities used for water quality management and nonpoint pollution control, including retention and detention ponds, shall be designed using natural stone materials. Additionally, any pond walls visible from adjacent streets, access easements, or parking areas shall be faced with natural stone.

6. Any changes or amendments to Water Quality/Detention/Drainage BMPs depicted in Exhibit "A" of the Ordinance may require an amendment of this Conditional Use Permit as determined by the City Engineer.

7. Per Article III, Section 3.02(b)(vi) of the 'Masonwood Amended and Restated Development Agreement,' cut and fill for development of the Property is limited to 10 ft. unless a variance is granted in conjunction with Site Plan approval.

8. The Architectural Elevations depicted in Exhibit "C" of this Ordinance are approved. If the Permittee amends the Architectural Elevations such alternative Elevations may be considered in conjunction with Site Plan approval and shall meet or exceed the City's Exterior Building Design Standards of the City's Code of Ordinances.

9. Per Article II, Section 2.01(v) of the 'Masonwood Amended and Restated Development Agreement,' the City's landscaping requirements (Sec. 32.05.002), with the exception of Sec. 32.05.002(f)(2), shall apply to the subject development. However, the removal of any Protected Tree, Specimen Tree or Specimen tree stand from within the required 75' landscape buffer adjacent to West State Highway 71 is prohibited. The Landscape and Tree Preservation Plan for the Kennel and Veterinary (Indoor Kennel) development shall be reviewed in conjunction with Site Plan approval.

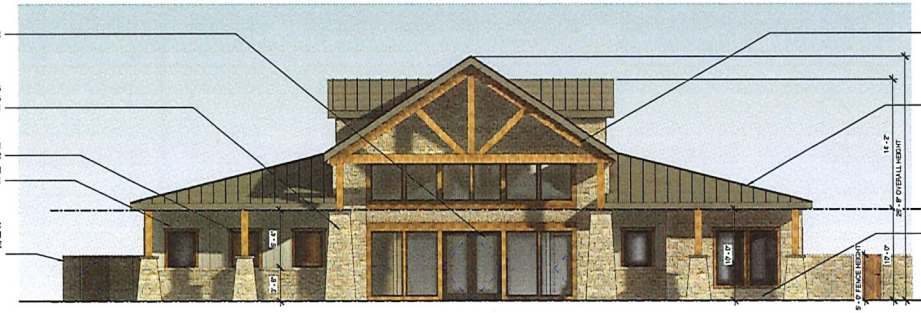
10. Per "Exhibit B" of the Declaration of Restrictions (Doc. No. 2016031163 ORTC), the Property is authorized to construct impervious cover up to 1.80 acres. However, the Concept Plan approved as part of this Ordinance authorizes construction of 0.66 acres of impervious cover, in addition to the existing impervious cover (approximately .20 ac.) associated with the joint cross access drive. Any development or construction which would cause the property to exceed 0.86 acres of impervious cover must be approved in conjunction with a Site Plan approval.

11. The Kennel and Veterinary (Indoor Kennel) development will comply with the City lighting standards as required by the COBC Code of Ordinances.

12. Any signage for the Kennel and Veterinary (Indoor Kennel) development will comply with the City signage standards as required by the COBC Code of Ordinances.

13. The Exercise Yards for the Kennel and Veterinary (Indoor Kennel) shall be enclosed and screened by masonry walls as depicted in the Concept Plan (Exhibit "A") and Elevations (Exhibit "B") attached to this Ordinance.

Exhibit C



1 WEST ELEVATION
3/16" = 1'-0"

EXTERIOR FINISH MATERIAL CALCULATIONS:

TAG	MATERIAL TYPE	SOUTH	EAST	NORTH	WEST
ST-1	LIMESTONE	797 S.F.	565 S.F.	746 S.F.	509 S.F.
SC-1	STUCCO MATERIAL	199 S.F.	147 S.F.	199 S.F.	N/A
WD-1	BOARD AND BATTEN	N/A	N/A	83 S.F.	166 S.F.
WD-2	PAINTED WOOD TRIM	127 S.F.	96 S.F.	90 S.F.	153 S.F.
N/A	FACADE S.F.	147 S.F.	184 S.F.	172 S.F.	295 S.F.
TOTAL	FACADE S.F.	1,260 S.F.	992 S.F.	1,260 S.F.	1,063 S.F.
TOTAL	PRIMARY MASONRY	996 S.F.	732 S.F.	945 S.F.	509 S.F.
TOTAL	NON MASONRY	N/A	N/A	53 S.F.	166 S.F.
TOTAL	EXCLUDING FINISH GRADE	264 S.F.	260 S.F.	262 S.F.	448 S.F.
TOTAL	PRIMARY MASONRY %	100%	100%	95%	86%

FACADE CALCULATIONS:

SOUTH FACADE CALCULATION: (1,260 S.F. - 127 S.F.)/(1,260 S.F. - 147 S.F.) = 1 x 100 = 100%

EAST FACADE CALCULATION: (992 S.F. - 96 S.F.)/(992 S.F. - 184 S.F.) = 1 x 100 = 100%

NORTH FACADE CALCULATION: (1,260 S.F. - 90 S.F.)/(1,260 S.F. - 172 S.F.) = 0.95 x 100 = 95%

WEST FACADE CALCULATION: (1,063 S.F. - 153 S.F.)/(1,063 S.F. - 295 S.F.) = 0.86 x 100 = 86%

2 NORTH ELEVATION
3/16" = 1'-0"

3 EAST ELEVATION
3/16" = 1'-0"

4 SOUTH ELEVATION
3/16" = 1'-0"

BLUE FIN DESIGN

BFD #: 20127

BELLA COLINAS

RILEY'S RANCH PET SPA

W. STATE HWY 72, BEE CAVE, TEXAS 78738

SEAL:

NOT FOR CONSTRUCTION

WARREN L. INCE - #21539

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION.

BLUE FIN DESIGN, LLC

Do NOT scale drawings. Use given dimensions only. If not shown, verify correct dimension with ARCHITECT. Contractor shall check and verify all dimensions and conditions of job site.

REVISIONS

DATE	#	DESCRIPTION

DATE: 2021.05.06

DRAWN BY: IAN TEMPLETON

ELEVATIONS

DRAWING NUMBER:

A102

SCALE: AS INDICATED

City Council Meeting
4/25/2023
Agenda Item Transmittal

Agenda Item: **10.**

Agenda Title: **Update from Council Member Rebber on the Travis County Citizens Bond Advisory Commission's progress.**

Council Action:

Department: **City Manager**

Staff Contact: **Clint Garza, City Manager**

1. INTRODUCTION/PURPOSE

Council Member Rebber will report on this item.

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
Project Consideration List	Backup Material

Version: 1/30/2023

Potential 2023 Bond Park Projects for CBAC Review

Pct	New Proj	Previous Priority	Project Name	Scope	Eng. Cost	Project Implementation	* Est level	Acres	R/W Cost	2023 R/W Cost	* Est level	Const Cost	Updated Construction Cost	* Est level	Total
1&4			Strategic Parkland Acquisition and Conservation - East Side	Complete strategic land acquisition and conservation - Colorado River / Webberville, Eastern Creeks and Greenways, Post Oak Savannah and Springs					$ 100,000,000						$100,000,000
2&3			Strategic Parkland Acquisition and Conservation - West Side	Complete strategic land acquisitions and conservation - Lake Areas, Cow Creek, Pedernales River area					$ 100,000,000						$100,000,000
			Park Projects- Shovel Ready												
1			Gilleland Creek Greenway - Phase 1	Construct greenway trails and amenities from NE Metro to and including Ben E Fisher Park Renovation								$ 30,000,000			$30,000,000
2			Arkansas Bend Park Phase III	Construct Group Building								$ 5,000,000			$5,000,000
3			Bee Creek Sports Complex	Complete Project (additional fields and Pavilion)	$ 350,000							$ 8,000,000			$8,350,000
4			Timber Creek Park	Engineering and Construction of park amenities	$ 1,000,000							$ 12,000,000			$13,000,000
4			East Metro Group Building	Construct new Group Building								$ 5,000,000			$5,000,000
			Park Projects - Priority Alternates												
1&4			Gilleland Creek Greenway - Phase 2	Engineer greenway trails and amenities from Wildhorse south to the Confluence	$ 2,800,000										$2,800,000
2			Northeast Metro Park Improvements	Synthetic turf on 4 soccer fields and 4 baseball fields & design, engineer & construct new maintenance facility	$ 1,500,000							$ 20,500,000			$22,000,000
4			Southeast Metro Park Improvements	Synthetic turf on 4 soccer fields and 4 softball fields with irrigation upgrade and lights & design, engineer & construct new maintenance facility	$ 4,100,000							$ 20,500,000			$24,600,000
4			Onion Creek Greenway - Sat 4 East to Moya Park	Plan, Design and Construct greenway trails and amenities from Sat 4 Trailhead east to Moya Park	$ 600,000							$ 6,000,000			$6,600,000
4			Onion Creek Greenway - Sat 4 West to McKinney Falls State Park	Plan, Design and Construct greenway trails and amenities from Sat 4 Trailhead west to McKinney Falls State Park	$ 800,000							$ 8,000,000			$8,800,000
3			Pace Bend Park Master Plan, Design and Construction Documents	Develop Master Plan for entire park, complete design and construction documents for shovel ready projects for next bond election.	$ 3,000,000										$3,000,000
3			Manchaca Gardens	Design, Engineer and construct park	$ 500,000							$ 3,000,000			$3,500,000
													Priority only TOTAL =		**$332,650,000**
			Park Projects - Other												
1&4			Wilbarger Creek Greenway	Engineer and construct greenway trails and amenities from Highway 20 in Manor to the County line	$ 2,800,000							$ 28,000,000			$30,800,000
1&4			Greenway Operations Facility	Design, Engineer & Construct new Maintenance Facility (similar to AB)	$ 400,000							$ 2,500,000			$2,900,000
2			Comanche Trail Park Improvements	Bob Wentz - Develop overnight facilities, related infrastructure, new maintenance facility to support Comanche Trail parks. Hippie Hollow - Upgrade parking lot, improve upper trail	$ 1,600,000							$ 11,500,000			$13,100,000
2			Northeast Metro Skate Park Improvements	Expand skate park and construct associated infrastructure and amenities	$ 600,000							$ 3,500,000			$4,100,000
2			Northeast Metro Park Improvements	Replace/upgrade restroom facilities at soccer fields	$ 1,200,000							$ 8,000,000			$9,200,000
3			Reimers Ranch Park Flow Trail - Phase 3	Construct Flow Trail (including Advanced Trail)	$ 200,000							$ 1,750,000			$1,950,000
3			Hamilton Pool / Reimers Ranch Park Master Plan Design, and Construction Documents	Develop Master Plan for entire parks area, complete design and construction documents for shovel ready projects for next bond election.	$ 5,000,000										$5,000,000
4			Colorado River FM 973 Park	Engineer and construct FM 973 park including boat ramp, parking, restroom, picnic area, trails, and other park amenities	$ 600,000							$ 4,500,000			$5,100,000
4			Moya Park Flood Mitigation and Park Improvements	Replace restrooms, shelters, and playgrounds	$ 1,000,000							$ 6,500,000			$7,500,000
4			Southeast Metro Park Improvements	Construct water play area with associated facilities and amenities as expansion of All Abilities Playground	$ 750,000							$ 5,000,000			$5,750,000
1&4			Strategic Parkland Acquisition - East Side	Complete strategic land acquisition and conservation - Colorado River / Webberville, Eastern Creeks and Greenways, Post Oak Savannah and Springs (see separate sheet for detail)					$ 100,000,000						$100,000,000
2&3			Strategic Parkland Acquisition - West Side	Complete strategic land acquisitions and conservation - Lake Areas, Cow Creek, Pedernales River					$ 100,000,000						$100,000,000
				Proposition B Parks - Total for 2023 Bond Projects									**All Parks TOTAL =**		**$618,050,000**

Potential 2023 Bond Road Projects for CBAC Review

Potential 2023 Bond Election County Roadway/TxDOT ROW Projects

Type	Project	Precinct	Project Status	Project Description	ROW Req.	Cost	Justification	Notes
Cost Overruns On County Bond/Grant Projects								
	Cost overruns on Federally TIP funded projects	1,4	In design	Potential construction cost overruns due to cost escalations which the County will be responsible for on two CAMPO differed projects (Braker North and Pearce Lane)		$ 6,000,000.00	Required to complete projects	Construction anticipated in 2023 2025
TxDOT ROW Needs for upcoming projects								
	TxDOT ROW needs	1,2,3,4	Varies	ROW acquisition, required participation on multiple TxDot projects including (FM812, FM973, RM620, FM1826, and FM1431). This is a catchall amount that may or may not include all of these project needs.		$30,000,000.00	Required ROW participation	Reliant on TxDot funding development but will help facilitate these projects
Partnerships to Accelerate TxDOT Projects (Identified in TC Blueprint Public Engagement)								
	FM 812 (US 183 - County line)	4	Funded through NEPA	Participation on TXDOT Project Development/Construction		$ 5,000,000.00	Providing funds will help elevate this project with TxDot	This number may change as we have more discussions
				Total		$ 41,000,000.00		

Pct	New Proj	Previous Priority	Project Name	Scope	Eng. Cost	Project Implementation	* Est level	Acres	R/W Cost	2023 R/W Cost	* Est level	Const Cost	Updated Construction Cost	* Est level	Total
			Roadway Capacity Projects												
4			South Pleasant Valley from COA to SH45 60% design	This will cover the identified construction cost shortfall for the project	MAD 4	$ 34,000,000.00									$ 34,000,000
4			South Pleasant Valley from SH45 to Hays County Line No funding	Design, ROW and Construction for MAD4 into Hays County	MAD 4	$ 24,000,000.00									$ 24,000,000
1			Dessau Road from Pflugerville city limits to Howard Lane No funding	Eng., Design, ROW and Construction for a MAD 6	MAD 6	$ 10,000,000.00									$ 10,000,000
3			Bee Creek Road from Highland Blvd to just west of Rough Hollow Elementary No funding	Eng., Design, ROW and Construction for a Hill Country Corridor with a shared use path on one side (SUP)	MAD2	$ 26,500,000.00									$ 26,500,000
3			Bee Creek Road from Rough Hollow Elementary to terminus No funding	Eng., Design, ROW and Construction for a Hill Country Corridor with SUP	MAD2	$ 78,000,000.00									$ 78,000,000
1			Blake Manor from Taylor to East Metro Park	widen from 2 lane to a MAD4 0.85 miles	MAD4	$ 2,550,000	D			$ 1,000,000	D		$ 8,500,000	D	$ 12,050,000
1			Arterial A (US 290 E to FM 734) 80% design	Finish outdated 95% design, ROW and Construction for a MAD 4		$ 24,375,000.00									$ 24,375,000
1		1	Braker Lane North** (51% in Austin)	New 2.0 m 4-ln from Samsung Blvd to Giles Road		$ 300,000		11	$ 960,000	$ 1,248,000	D	$ 5,700,000	$ 10,651,875	D	$ 12,199,875
1		2	Howard Lane Extension**(P-P)	New 1.3m 4-ln SH 130 to Gregg Manor Rd	$ 400,000	$ 3,363,750	D	N/A	$ -	$ -		$ 6,000,000	$ 11,212,500	D	$ 14,976,250
1		4	Arterial A	New 2.8m 4-ln from US 290 E to Samsung Blvd	$ 300,000	$ 12,894,375	B	24	$ 1,500,000	$ 1,950,000	B	$ 23,000,000	$ 42,981,250	B	$ 58,125,625
1		5	Braker Ln** (Taylor Ln -Burleson Manor)	New 1.2m 4-ln from Taylor Ln to Burleson-Manor	$ 500,000	$ 3,924,375	D	N/A	$ -	$ -	N/A	$ 7,000,000	$ 13,081,250	D	$ 17,505,625
4		6	William Cannon Extension	US183 to FM973 New 1.6 mi 4-ln	$ 1,500,000	$ 9,250,313	D	22	$ 1,500,000	$ 1,950,000	D	$ 16,500,000	$ 30,834,375	D	$ 43,534,688
4		7	Slaughter Ln Pub-Priv**	New 3.0m 4-ln from Thaxton to FM 973	$ 1,500,000	$ 8,689,688	D	51	$ -	$ -	N/A	$ 15,500,000	$ 28,965,625	D	$ 39,155,313
1		8	Dessau Road (widen in median)	Widen 2.9m 4 to 6 lns, Parmer to Wells Branch Pkwy	$ 500,000	$ 4,765,313	D	3	$ 300,000	$ 390,000	D	$ 8,500,000	$ 15,884,375	D	$ 21,539,688
1		9	Rundberg Ln Extn	New 1.2m 2-ln from Sprinkle Rd to Arterial A	$ 1,315,000	$ 6,461,203	D	17	$ 740,500	$ 962,650	D	$ 11,525,000	$ 21,537,344	D	$ 30,276,197
1		10	SH130/Parmer(Blue Bluff) interchange** (P-P-P)	North Bound SH130 Exit Ramp at Parmer Ln (Blue Bluff)	$ 100,000	$ 336,375	D	N/A	$ -	$ -	N/A	$ 600,000	$ 1,121,250	D	$ 1,557,625
1		12	Wells Branch Pkwy Extn	New 5.5m 4-ln, Killingsworth Ln to SH130 to FM973	$ 3,000,000	$ 23,546,250	D	65	$ 5,000,000	$ 6,500,000	D	$ 42,000,000	$ 78,487,500	D	$ 111,533,750
1		13	Kimbro-Parsons Realign	Widen-Realign 4.0m 2 to 4 lns, US 290 to Blake Manor	$ 2,500,000	$ 19,621,875	D	54	$ 4,000,000	$ 5,200,000	D	$ 35,000,000	$ 65,406,250	D	$ 92,728,125
4		16	Elroy Rd Ext (FM812-Fagerquest-Pearce)	New 3.5m two-lane	$ 1,000,000	$ 6,166,875	D	50	$ 3,000,000	$ 3,900,000	D	$ 11,000,000	$ 20,556,250	D	$ 31,623,125
1		17	Arterial C	New 1.3m 4ln from Deaf Smith to FM 969	$ 1,200,000	$ 6,012,703	D	15	$ 1,500,000	$ 1,950,000	B	$ 10,725,000	$ 20,042,344	D	$ 29,205,047
3		19	Bob Wire Realignment	New 0.25m 2 ln from SH 71 to Bob Wire	$ 200,000	$ 807,300	B-C	2	$ 300,000	$ 390,000	D	$ 1,440,000	$ 2,691,000	B-C	$ 4,088,300
4		20	Maha Loop FM812 to Elroy Rd	Rebuild and extend Maha Rd btwn FM812 and Elroy Rd, 2.0 mi	$ 1,400,000	$ 8,409,375	D	25	$ 1,800,000	$ 2,340,000	D	$ 15,000,000	$ 28,031,250	D	$ 40,180,625
All		21	TxDot ROW Requests	Anticipated TxDot requests for 10% cost share	$ -	$ -	N/A	320	$ 5,000,000	$ 6,500,000	D	$ -	$ -	N/A	$ 6,500,000
1		23	Braker Lane (290 to 130) (terminated 05 bond)	New 1.7 mi 4-ln, US290 to SH130	$ 900,000	$ 7,007,813	D	23	$ 1,700,000	$ 2,210,000	D	$ 12,500,000	$ 23,359,375	D	$ 33,477,188
3		new	Twin Creeks Road	widen from 2 lane to 3 lane section with 4' shoulders and 10' SUP	$ 1,500,000	$ 10,091,250	D	5	$ 750,000	$ 975,000	D	$ 18,000,000	$ 33,637,500	D	$ 46,203,750
3		new	Bee Creek Road	widen from 2 lane to 3 lane section with bike lanes and sidewalks on both sides from Lakehurst Road to Highlands Blvd		$ 1,289,438	D		$ 500,000	$ 650,000	D	$ 2,300,000	$ 4,298,125	D	$ 6,237,563
3		new	Bee Creek Road	widen from 2 lane to MAD4 with bike lanes and sidewalks from Lakehurst Road to Highlands Blvd		$ 1,737,938			$ 600,000	$ 780,000		$ 3,100,000	$ 5,793,125		$ 8,311,063
2		new	Crystal Bend Drive	widen 18' wide road to a full 2 lane with shoulders and possible sidewalks from Immanuel to 2,380 feet east											$ -
2		new	Immanuel Road	widen to a 3 lane divided with bike lanes and sidewalks from Howard Lane to Killingsworth	$ 2,973,900		D					$ 21,550,000	$ 24,782,500	D	$ 27,756,400
1		new	Rowe Lane COPf Desired 20/7/2022	Widen Rowe Lane from a two to four lane divided roadway from SH130 (in Pflugerville) to Hodde Lane /CR139	$ 7,510,857		D					$ 54,426,500	$ 62,590,475	D	$ 70,101,332
1		new	Bois D-Arc	Widen to 4 lane from US290 to north of Tower or possibly to Johnson Road											$ -
1		new	Old Hwy 20	Widen to 4 lane from FM973 eastward to Old Kimbro											$ -
1		new	Tower Road	Widen to a 2 lane divided with bike lanes and sidewalks from Bois D Arc to FM973											$ -
3		New	Shallowford Drive project	Widen Shallowford Drive to prevent trucks from running off it. Us290 to Bronzewood											$ -
		new	Melber Lane	Limits: Pleasanton Pkwy to Cele Road. New two-lane urban section	$ 4,802,400		D					$ 34,800,000	$ 40,020,000	D	$ 44,822,400
		new	E. Pflugerville Pkwy	Limits: Weiss Lane to FM 973. Widen to an urban four-lane section	$ 5,244,000		D					$ 38,000,000	$ 43,700,000	D	$ 48,944,000
1		new	Cele Road	Widen Cele Road Limits: Weiss Lane to FM 973. Widen to an urban four-lane section	$ 8,280,000										$ 8,280,000
2		new	Howard Lane	Howard Lane widening between McNeil Rd and Mopac	$ 72,000,000		D			$ 96,000,000		$ 240,000,000	$ 240,000,000	D	$ 408,000,000
				Sub Total	**$ 118,626,157**	**$ 334,101,206**	**$ -**	**$ 687**	**$ 29,150,500**	**$ 134,895,650**		**$ 634,166,500**	**$ 878,165,538**		**$ 1,465,788,551**

			Roadway Safety Projects														
1		6	Jesse Bohls Realign** (0.5 mi in Pflugerville)	Widen-Realign 2.5m 2 to 4 lns, Weiss Ln to Cameron (only need 20% TIP match)	$ 1,300,000	$ 1,000,000	D	27	$ 1,800,000	$ 1,000,000	D	$ 16,000,000	$ 4,000,000	D	$ 23,300,000
1		18	Cameron Rd (E of SH 130)	Widen-Realign 4.0m 2 to 4 lns, Weiss Ln to FM 973	$ 2,100,000	$ 16,818,750	D	48	$ 3,000,000	$ 3,900,000	D	$ 30,000,000	$ 56,062,500	D	$ 108,881,250
1		3	Burleson Manor (Blake Manor-Braker Ln)	Widen 0.8m 2 to 4 lns from Blake Manor to prop Braker Ln	$ 600,000	$ 2,691,000	D	12	$ 480,000	$ 624,000	D	$ 4,800,000	$ 8,970,000	D	$ 17,685,000
4		7	N Turnersville Road	Widen 0.8m 2 to 4-ln SH 45 to County Line	$ 700,000	$ 3,083,438	D	5	$ 300,000	$ 390,000	D	$ 5,500,000	$ 10,278,125	D	$ 19,951,563
3		10	Hamilton Pool Road	RM 12 to Pedernales Creek east bank, 6.0 mi	$ 1,000,000	$ 6,727,500	D	5	$ 300,000	$ 390,000	D	$ 12,000,000	$ 22,425,000	D	$ 42,542,500
3		11	Cuernavaca Dr Safety Improvements	Add paved shoulders and intersection Improv 2.1 mi	$ 1,200,000	$ 6,222,938	D	4	$ 570,000	$ 741,000	D	$ 11,100,000	$ 20,743,125	D	$ 40,007,063
3		20	Lohman Ford Road Safety Improvements	2.3 mi safety improvements Lago Vista to Point Venture	$ 700,000	$ 3,644,063	D	10	$ 500,000	$ 650,000	D	$ 6,500,000	$ 12,146,875	D	$ 23,640,938
3		22	Serene Hills (Flint Rock-The Hills Dr)	Safety Improvements 1.25m	$ 400,000	$ 1,962,188	D	6	$ 500,000	$ 650,000	D	$ 3,500,000	$ 6,540,625	D	$ 13,052,813
4		23	Wolf Lane Improvements	Hwy 71 to Pearce Ln (County Line), 3.3 mi	$ 600,000	$ 2,803,125	D	8	$ 500,000	$ 650,000	D	$ 5,000,000	$ 9,343,750	D	$ 18,396,875
3		24	River Hills Road	Safety Improvements 2244 to Taylor Rd (youth complex)	$ 500,000	$ 1,962,188	D	5	$ 400,000	$ 520,000	D	$ 3,500,000	$ 6,540,625	D	$ 13,022,813
1		26	Taylor Lane	9,600' of 32' pavement from Braker Ln to FM969	$ 350,000	$ 2,074,313	D	0	$ -	$ -	N/A	$ 3,700,000	$ 6,914,375	D	$ 13,038,688
4		27	Rodriguez Rd Reconstruction	FM1625 to Maha Cir 1.4 mi	$ 350,000	$ 1,121,250	D	2	$ 250,000	$ 325,000	D	$ 2,000,000	$ 3,737,500	D	$ 7,533,750
All		28	Roadway Reconstruction	Funding for Misc. Roadway Reconstruction	$ 200,000	$ 1,121,250	D	2	$ 250,000	$ 325,000	D	$ 2,000,000	$ 3,737,500	D	$ 7,383,750
All		29	Substandard Roads**	Funding for indefinite # of cost-share agreements	$ 200,000	$ 448,500	D	0	$ -	$ -	N/A	$ 800,000	$ 1,495,000	D	$ 2,943,500
3		new	Anderson Mill Road @ Dies Ranch	intersection improvements to address sight distance and turning movements		$ 560,625	D		$ 250,000	$ 250,000	D	$ 1,000,000	$ 1,868,750	D	$ 3,679,375
4		new	Burleson Manor Road	lower roadway by up to 2' from Blake Manor Road to FM969		$ 1,121,250	D		$ 250,000	$ 250,000	D	$ 2,000,000	$ 3,737,500	D	$ 7,108,750
2		new	Roundabout at Westlake Drive and The High Road	Evaluate intersection safety alternatives including possible roundabout		$ 500,000	D	0		$ 250,000			$ 1,000,000		$ 1,750,000
		new	Fitzhugh extension	Long Branch Tributary to County line (1)12' lane plus 4' shoulder each side - including 110' bridg	$ 1,900,800	$ 200,000	D		$ 1,900,800			$ 6,336,000			$ 8,436,800
		new	Pioneer Crossing round-a-bouts	Springdale /Cameron/Sprinkle Triangle round-a-bouts and straighten triangle.											$ -
		new	Ross Road	Ross Road from FM973											$ -
				Sub Total	**$ 12,100,800**	**$ 54,062,375**			**$ 11,250,800**	**$ 10,915,000**		**$ 115,736,000**	**$ 179,541,250**		**$ 372,355,425**
			TxDOT improvement ROW needs												
1		1	973 Manor By-Pass (Bridge at WC & RR)	Construct realignment of FM973			C	54	$ 4,090,000	$ 6,000,000	C		$ -	C	$ 6,000,000
				Sub Total	**$ -**	**$ -**			**$ 4,090,000**	**$ 6,000,000**		**$ -**	**$ -**		**$ 6,000,000**
			Bridge Safety Projects	SR: Sufficiency Rating, LP: Load Posted, FO: Functionally Obsolete											
1		3	Old Highway 20 #153	SR=73.1 LP 24K, rehab/replace bridge	$ 150,000	$ 365,625	D	1	$ 50,000	$ 250,000	D	$ 500,000	$ 1,218,750	D	$ 1,984,375
4		6	Colton Bluff Springs #418	SR=78.7, LP 24K, rehab/replace bridge	$ 150,000	$ 365,625	D	1	$ 50,000	$ 250,000	D	$ 500,000	$ 1,218,750	D	$ 1,984,375
3		7	Crumley Ranch Road Bridge #314	SR=65.6, FO, rehab/replace bridge	$ 100,000	$ 219,375	D	1	$ 50,000	$ 250,000	D	$ 300,000	$ 731,250	D	$ 1,300,625
4		8	Turnersville Rd #433	SR=79.7, LP 24K, rehab/replace bridge	$ 150,000	$ 365,625	D	1	$ 50,000	$ 250,000	D	$ 500,000	$ 1,218,750	D	$ 1,984,375
1		9	Boyce Lane #109	SR=68.7, FO rehab/replace bridge	$ 100,000	$ 219,375	D	1	$ 50,000	$ 250,000	D	$ 300,000	$ 731,250	D	$ 1,300,625
1		10	Old Gregg Ln #217	SR=69.3, FO, rehab/replace bridge	$ 150,000	$ 365,625	D	1	$ 50,000	$ 250,000	D	$ 500,000	$ 1,218,750	D	$ 1,984,375
				Sub Total	**$ 800,000**	**$ 1,901,250**		**6**	**$ 300,000**	**$ 1,500,000**		**$ 2,600,000**	**$ 6,337,500**		**$ 10,538,750**
			Bicycle Safety Projects												
3	B	8	US 290 W Bypass	Circle Drive to Fitzhugh Rd, 1.9 mi, Co 10' SUP northside	$ 200,000	$ 1,121,250	D	6	$ 300,000	$ 500,000	D	$ 2,000,000	$ 3,737,500	D	$ 5,558,750
3	C	12	Hamilton Pool Road	add bike lanes from RM 12 to Blanco County Line, 9.4 mi, Co	$ 1,200,000	$ 8,409,375	D	30	$ 1,500,000	$ 1,500,000	D	$ 15,000,000	$ 28,031,250	D	$ 39,140,625
3		new	Serene Hills Bike Lane	add bike lanes from Flintrock Road to The Hills Drive											
3		new	Westbank Drive from Loopy 360 to Campcraft	add bike lanes on both sides of roadway, half the distance with within COA limits		$ 616,688				$ 250,000		$ 1,100,000	$ 2,055,625		$ 2,922,313
3		new	Patterson Road sidewalk to school	from FM2244 to Barton Creek Elementary											
3		new	Hamilton Pool Road SUP	Hamilton Pool Greenway to SH71											
3		new	Los Flores	Make some curb improvements/minor widening to allow for continuous bike lanes											
3		New	Old Ferry Road	Widen Old Ferry Road for bicycle lanes											
1	B	HOLD	Austin-to-Pflugerville Trail S (hold for MoKan)	S. Walnut Creek Trail to Blue Goose, 2.8 mi, City/Co (1.5 mi Co, 1.2 CoA)	$ 150,000	$ 840,938	D	5	$ 250,000	$ 250,000		$ 1,500,000	$ 2,803,125	D	$ 4,044,063
1,2	B	HOLD	Austin-to-Pflugerville Trail N (hold for MoKan)	Blue Goose to Pflugerville, 6.4 mi, City/Co (3 mi Co, 2 CoA) (1.2 mi Pflugerville)	$ 300,000	$ 1,681,875	D	10	$ 500,000	$ 500,000	D	$ 3,000,000	$ 5,606,250	D	$ 8,088,125
				Sub Total	**$ 1,550,000**	**$ 10,988,250**			**$ 1,800,000**	**$ 2,000,000**		**$ 18,100,000**	**$ 33,824,375**		**$ 59,753,875**
			Pedestrian Projects												
3		3	Twin Creeks Road Sidewalk	From Arroyo Vista Dr to FM 1626, one side, 1.0 mi	$ 250,000	$ 874,575	D	0		$ 100,000	N/A	$ 1,560,000	$ 2,915,250	D	$ 4,139,825
3		new	Comanche Trail sidewalk	install sidewalk on south side of Comanche Trail from Hippie Hollow to Windy Point 0.9 mi		$ 900,000							$ 3,000,000		$ 3,900,000
2		new	Quinlan Park Road	install sidewalk on east side of Quinlan from Selma Hughes Park Rd to Evening Star Pass		xxx									
3		new	Bee Creek Rd	crushed granite trail along Bee Creek Rd from Crosswind neighborhood to Highlands Blvd		$ 616,688				$ 100,000		$ 1,100,000	$ 2,055,625	D	$ 2,772,313
3		new	Bee Creek Rd	Add sidewalk along Bee Creek Road from Rough Hollows to Briarcliff		$ 897,000				$ 100,000		$ 1,600,000	$ 2,990,000	D	$ 3,987,000
3		4	Stoneridge Road Sidewalk	From Cueva de Oro Cv to Cetona Ct	$ 80,000	$ 336,375	D	0		$ 100,000	N/A	$ 600,000	$ 1,121,250	D	$ 1,637,625
All		5	Sidewalk Safety & ADA Upgrades	Construct New/Reconstruct non-compliant sidewalks	$ 200,000	$ 1,121,250	N/A	0	$ -		N/A	$ 2,000,000	$ 3,737,500	C	$ 5,058,750
3		new	Stoneridge	Add sidewalk from Rudy's to Cetona Ct		$ 616,688				$ 100,000		$ 1,100,000	$ 2,055,625	D	$ 2,772,313
3		new	Castle Ridge and Knollwood	Add sidewalk on Castle Ridge from Torrey Pines to Forest Hills Drive (5800') and on Knollwood from Castle Ridge to Bee Cave Rd (1300')		$ 1,009,125				$ 100,000		$ 1,800,000	$ 3,363,750	D	$ 4,472,875
3		new	Yucca Dr and DK Ranch Rd, etc.	Asking for continuous sidewalk from Spicewood Springs Rd to DK Ranch Rd		$ 448,500				$ 100,000		$ 800,000	$ 1,495,000	D	$ 2,043,500
3		new	Hudson Bend Road	sidewalk from RM620 to Beacon		$ 616,688				$ 100,000		$ 1,100,000	$ 2,055,625	D	$ 2,772,313
3		new	Twin Creeks Road	sidewalk from Old San Antonio Rd to FM1626 (one side)		$ 1,121,250				$ 100,000		$ 2,000,000	$ 3,737,500	D	$ 4,958,750
3		new	Westbank Drive from Loopy 360 to Campcraft	add sidewalks on both sides or SUP on one side, half the distance with within COA limits		$ 504,563				$ 100,000		$ 900,000	$ 1,681,875	D	$ 2,286,438
4		new	Thoroughbred Farms curbs	replace several curbs and repair driveways for positive drainage		$ 224,250						$ 400,000	$ 747,500	D	$ 971,750
3		new	Comanche Trail sidewalk	install sidewalk on south side of Comanche Trail from Hippie Hollow to Windy Point 0.9 mi		$ 900,000							$ 3,000,000		$ 3,900,000
2		new	Quinlan Park Road	install sidewalk on east side of Quinlan from Selma Hughes Park Rd to Evening Star Pass		xxx									
4		new	Dee Gabriel Collins Rd	Install sidewalk on one side from US183 to McKinney Falls Pkwy											
3		new	Bella Colina neighborhood SW improvements	Install additional ramps and sidewalks throughout the neighborhood											
3		new	Buffalo Gap and Stewart Road	Install sidewalks along Buffalo Gap											
3		new	Stratus and Avion Drive sidewalks on one side	Stratus Drive: (HPR to Avion Drive), Avion Drive (Stratus Drive to Hilltop Drive) (5,100 lf)		$ 210,000							$ 700,000		$ 910,000
3		new	Haynie Flat Road sidewalks	sidewalk to connect two large developments											
3		new	Stewart and Buffalo Gap	Sidewalks for neighborhood											
	33 3756			**Sub Total**	**$ 530,000**	**$ 10,396,950**				**$ 1,000,000**		**$ 14,960,000**	**$ 34,656,500**		**$ 46,583,450**

			Drainage Projects (Stream Crossings)													
4		11	Doyle Rd @ unnamed trib to Maha Ck	Place new bridge at low point in road (currently no existing drainage structure). See 2020 Technical Memo.	$ 791,800	$ 2,691,000	C		$ 105,100	$ 500,000	D	$ 3,853,700	$ 8,970,000	D	$ 12,952,800
4		23	Plover Place	Drainage structure to replace undersized metal culverts, to improve access during minor flood events; one way in/out. See 2021 Technical Memo. IMPORTANT NOTE: The road and houses lie within the floodplain, so there is no feasible way for a project to meet current design standards.	$ 304,500	$ 1,059,728	D		$ 73,800	$ 250,000	D	$ 1,449,200	$ 3,532,425	D	$ 5,146,653
1		added	Fuchs Grove Rd @ trib to Wilbarger Creek	Replace existing undersized box culvert and widen roadway		$ 2,592,000	D			$ 250,000	D		$ 8,640,000	D	$ 11,482,000
2		added	Pool Canyon Rd @ trib to Lake Travis	Replace deteriating culverts		$ 2,070,000	D			$ 500,000	D		$ 6,900,000	D	$ 9,470,000
4		44	Blocker Ln @ unnamed trib to Dry Creek	Bridge to replace undersized metal culverts		$ 3,888,000	D			$ 250,000	D		$ 12,960,000	D	$ 17,098,000
1		45	Felder Ln @ Cottonwood Ck	Bridge to replace undersized box culvert		$ 3,240,000	D			$ 250,000	D		$ 10,800,000	D	$ 14,290,000
1&4		added	Jones Rd @ Wilbarger Ck (Bridge 163)	Bridge to replace undersized bridge 163		$ 7,980,000	D			$ 250,000	D		$ 26,600,000	D	$ 34,830,000
4		added	Albert Voelker Rd @ Dry Creek (Bridge 149)	Bridge to replace undersized, load-zoned bridge 149		$ 7,128,000	D			$ 250,000	D		$ 23,760,000	D	$ 31,138,000
1		43	Cameron Rd @ trib to Cottonwood Ck (20400 blk)	Drainage structure to replace undersized box culvert. See 2021 Technical Memo.		$ 762,000				$ 250,000			$ 2,540,000		$ 3,552,000
3		24	Weir Loop Circle @ Devil's Pen Creek	Drainage structures to replace undersized metal culverts; one way in/out. See 2021 technical memo for details	$ 98,700	$ 360,799	B-C			$ 250,000	N/A	$ 493,400	$ 1,202,663	B-C	$ 1,912,161
3		added	Granada Hills trib improvements	Streambank protection along Slaughter Trib between El Dorada Dr and Grenada Hills Drive											
3		added	Spicewood Springs Road Low Water Crossing #2	Raise Bridge and replace undersized box culverts											
				Sub Total	**$ 304,500**	**$ 5,721,728**			**$ 73,800**	**$ 1,000,000**		**$ 1,449,200**	**$ 19,072,425**		**$ 141,871,614**
			Drainage Projects (Subdivision)													
3		new	Arroyo Doble subdivision phases 3-7	Improve subdivision drainage as identified in the 2017 bond project design, but due to limited funds, only designed to 75%.												
3		4	Southwest Territory subdivision	Improve subdivision drainage as identified in the 2009 Drainage Basin Study	$ 260,000	$ 1,608,750	B-C	N/A		$ 500,000	N/A	$ 2,200,000	$ 5,362,500	B-C	$ 7,731,250
4		3	Swiss Alpine Village	Improve subdivision drainage as identified in the 2009 Drainage Basin Study	$ 500,000	$ 2,742,188	B-C	N/A	$ 1,500,000	$ 1,500,000	N/A	$ 3,750,000	$ 9,140,625	B-C	$ 13,882,813
2		new	McNeil Drainage improvements	construction funds for a shovel ready project to improve drainage in the McNeil neighborhood.		$ 300,000				$ 500,000		$ 10,000,000	$ 6,700,000		$ 7,500,000
				Sub Total	**$ 760,000**	**$ 4,650,938**			**$ 1,500,000**	**$ 2,500,000**		**$ 15,950,000**	**$ 21,203,125**		$ 29,114,063
			Substandard Road Projects			$ -				$ -			$ -		$ -
3		new	Kellywood	Kellywood from Wyldwood to end Gravel Road ~0.39 miles											
3		new	Pyramid Drive	Swing Lane and Lariat Trail											
3		new	O'Reilly Drive	Kollmeyer Drive to Debba & O'Reilly Court ~0.53 miles											
					$ -	$ -			$ -	$ -		$ -	$ -		$ -
				Future Proposition A - Roads, Bridges, sidewalks, etc.	**$ 134,671,457**	**$ 421,822,696**			**$ 48,165,100**	**$ 159,810,650**		**$ 802,961,700**	**$ 1,172,800,713**		**$ 2,173,005,727**
													Priority Only TOTAL=		**$ 424,871,840**
				Grand Total for 2023 Bond Projects									**All Roads TOTAL=**		**$ 2,597,877,567**

City Council Meeting
4/25/2023
Agenda Item Transmittal

Agenda Item:	**11.**
Agenda Title:	**Discuss and consider action on a Chapter 380 Grant Agreement between Kent Sports Holdings, L.P., TCHMall Sports and the City of Bee Cave.**
Council Action:	**Discussion and possible action**
Department:	**City Manager**
Staff Contact:	**Clint Garza**

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is to discuss a Chapter 380 Economic Development Agreement with Kent Sports Holdings, LP and TCHMALL Sports, LLC.

2. DESCRIPTION/JUSTIFICATION

a) Background

Staff has been in discussions and negotiations with the owner of approximately 27.778 acres of property located between Bee Cave Parkway and TX-71 for infrastructure improvements related to implementation of the adopted Thoroughfare Plan, Capital Improvements Plan, and development of City owned property west of Hill Country Indoor.

b) Issues and Analysis

If approved, the agreement will terminate an offsite parking easement on city owned property, construction of Willie Way to TX-71 as well as associated water quality improvements, and a public access easement for future road construction as depicted in exhibit "B".

Funding for the $3.00M of $3.25M grant payments has been approved by the Development Corporation during the annual budget process. If the agreement is approved by council, a future agenda item for the reimbursement from DC to City will be submitted by staff.

Staff will discuss current budget and potential CIP related expenses with the DC at the April 25th meeting, which will include a request to fund the additional $250K for this agreement.

The schedule of payments for performance under the agreement is included as exhibit "c" in the attached agreement.

3. FINANCIAL/BUDGET

Amount Requested	$3,250,000	Fund/Account No.
Cert. Obligation		GO Funds
Other source		Grant title
Addtl tracking info		

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Approve agreement.

ATTACHMENTS:

Description	Type
Chapter 380 Agreement	Backup Material

THE STATE OF TEXAS	**§**	
	§	
	§	**Chapter 380 Grant Agreement**
	§	
COUNTY OF TRAVIS	**§**	

This Chapter 380 Grant Agreement (this "*Agreement*") is executed by and between **KENT SPORTS HOLDINGS, L.P.**, a Texas limited partnership ("*Kent*"), and **TCHMALL SPORTS, LLC**, a Texas limited liability company ("TCHMALL") (collectively, hereafter referred to as the "*Owners*"), and 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*"). In this Agreement, the City and Owners are sometimes individually referred to as a "*Party*" and collectively referred to as the "*Parties*".

RECITALS

WHEREAS, Kent owns approximately 19.178 acres of property in Travis County, more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "*Kent Property*") and intends to design and construct the Infrastructure Improvements (as defined in Section 2.10) on the Property ("*Project*"); and,

WHEREAS, TCHMALL owns approximately 8.60 acres of property in Travis County, more particularly described as Lot 1, Block A of HCI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Document No. 201300022 of the Official Public Records of Travis County, Texas (the "*TCHMALL Property*"), and the TCHMALL Property is developed as HCI Sports & Fitness. The Kent Property and the TCHMALL Property are collectively referred herein as the "*Property*"; and,

WHEREAS, Kent and JPD Backyard Finance, LLC, a Texas limited liability company, have entered into a Joint Development Agreement, dated [the date hereof], relating to the Willie Way Extension (as defined in Section 2.18) and certain easements, which has been filed in the real property records of Travis County, and being designated with Volume ____, Page____ [or Travis County id #]; and,

WHEREAS, the Parties have entered into a Consent Agreement, dated [the date hereof], in the form attached hereto as **Exhibit D** hereto ("*Consent Agreement*"), relating to the rules and regulations in the City Code of Ordinances applicable to development of certain construction projects on the Property as defined in the Consent Agreement; and,

WHEREAS, the City has found that providing the economic incentives to the Owners in exchange for the Owners' construction of public infrastructure necessary to serve the Project, the ongoing operation of HCI Sports & Fitness, and future development of adjacent properties will promote local economic development, stimulate business and commercial activity, and will create and retain jobs within the City; and,

WHEREAS, the City is authorized by Article 52-a Texas Constitution and Texas Local Government Code §380.001 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and,

WHEREAS, the City has determined that the economic incentives provided herein will directly serve a public purpose, being the promotion of the economic welfare of the City, and that this Agreement contains controls likely to ensure that the public purpose is accomplished; and,

WHEREAS, the City Council finds that it is in the public interest to provide the economic incentives set forth herein subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual benefits described in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I.
AUTHORITY

The City's execution of this Agreement is authorized by Chapter 380, Texas Local Government Code, and constitutes a valid and binding obligation of the City subject to the condition precedent that the Owners complete construction of public infrastructure necessary to serve the public, the Project, and the future development of adjacent properties as set forth in this Agreement. The Owners' execution and performance of this Agreement constitutes a valid and binding obligation of the Owners if the Owners proceed with construction of public infrastructure as provided herein. The City acknowledges that the Owners are acting in reliance upon the City's performance of its obligations under this Agreement in making its decision to commit substantial resources and money to construct public infrastructure, and the Owners acknowledge that the City is acting in reliance upon the Owners' full and complete performance of its obligations under this Agreement in making its decision to commit substantial resources.

II.
DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meaning ascribed to them unless the context clearly indicates otherwise:

2.01 "*Applicable Regulations*" means the Consent Agreement, the City's Charter, the City's applicable Code of Ordinances, other applicable regulations, standards, codes and ordinances of the City, and local, state, and federal laws and regulations governing the platting or re-platting of land into subdivisions and the development of said land in effect as of the Effective Date.

2.02 "*Bankruptcy or Insolvency*" means the dissolution or termination (other than a dissolution or termination by reason of a Party merging with an affiliate) of a Party's existence as a going business, insolvency, appointment of receiver for any part of a Party's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a Party and in the event such proceeding is not voluntarily commenced by the Party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

2.03 "*City Code*" means the City of Bee Cave Code of Ordinances in effect as of the Effective Date of this Agreement, as may be modified by the Consent Agreement between the City and Kent dated _____.

2.04 "*Default*" means failure to timely, fully, and completely comply with one or more requirements, obligations, duties, terms, conditions or warranties, as stated in this Agreement. The City in its sole discretion may accept substantial compliance in lieu of full compliance by waiving such act of default.

2.05 "*Effective Date*" means the date this Agreement has been signed by all Parties.

2.06 "*Expiration Date*" means the earlier of: (a) five (5) years from the Effective Date or (b) the date of termination provided for under Section 8.01 of this Agreement, whichever occurs first.

2.07 "*Force Majeure*" means any event in which any Party shall be delayed, hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, unavailability of any utility service, restrictive governmental laws or regulations, riots, insurrections, the act, the failure to act, or default of another Party or a material worsening of current conditions caused by acts of terrorism or war (whether or not declared), or severe weather occurring after the execution of this Agreement, which materially impair the Party's ability to perform any act required under this Agreement.

2.08 "*Grant Amount*" means three million two hundred fifty thousand and no/100 dollars ($3,250,000.00) to be used as a contribution to the cost and expenses associated with the design, development, construction, financing, or completion of the Infrastructure Improvements.

2.09 "*Grant Payment(s)*" means payment(s) made by the City to the Owners under this Agreement as a direct contribution to the construction, financing, and completion of the Infrastructure Improvements.

2.10 "*Infrastructure Improvements*" means collectively (i) the construction of the Willie Way Extension and the associated Water Quality Ponds, (ii) execution and recordation of the Offsite Parking Easement Termination; and (iii) execution and recordation of the Public Access Easement.

2.11 "*Offsite Parking Easement*" means that certain parking easement conveyed by Timothy P. and Brenda F. Skaggs to JSJMCL, LLC, predecessors-in-interest to TCHMALL and the City, recorded as Document No. 2013017832 in the Official Public Records of Travis County, Texas.

2.12 "*Offsite Parking Easement Termination*" means the document to be executed and recorded by TCHMALL and the City to terminate and release the Offsite Parking Easement.

2.13 "*Project*" means the design and construction of the Infrastructure Improvements.

2.14 "*Public Access Easement*" means a non-exclusive perpetual public access easement to be conveyed by TCHMALL to the City for public access on Skaggs Drive to be generally located as depicted on **Exhibit B**.

2.15 "*Substantially Complete*" or "*Substantial Completion*", (i) as it pertains to the Willie Way Extension, means that: (1) the Willie Way Extension is open for use by the public, and (2) the City, County or any other applicable governmental authority has accepted dedication of the Willie Way Extension, and (ii) as it pertains to the Water Quality Ponds, means approval and acceptance by the City.

2.16 "*Term*" means the initial term beginning on the Effective Date and ending on Expiration Date the as set forth herein, unless terminated sooner or extended by mutual agreement of the Parties in the manner provided for herein, and any renewal thereof.

2.17 "*Water Quality Ponds*" means a water quality ponds for stormwater management of run off from the Willie Way Extension and the Kent Property to be located on the portion of the Kent Property adjacent to Highway 71 that complies with the City Code, as modified by the Consent Agreement, as generally depicted on **Exhibit B**. The Water Quality Ponds will be improved and serve as a wet amenity to the Project.

2.18 "*Willie Way Extension*" means the construction of the extension and widening of Willie Way Boulevard from the boundary of the adjacent tract through the Kent Property to Highway 71 as a four-lane roadway with a center median, sidewalks, landscaping, and other associated improvements. The Willie Way Extension shall be generally located on the Kent Property as depicted in **Exhibit B.**

2.19 "*Willie Way Right of Way*" means the portion of the Kent Property reserved as right of way for the construction of the Willie Way Extension, as set forth on **Exhibit B**.

III.
INFRASTRUCTURE IMPROVEMENTS

3.01 Willie Way Extension.

(a) Kent shall engineer, design, permit, construct, and complete the Willie Way Extension to be generally located on the Property as depicted in **Exhibit B**. Kent shall prepare construction plans for the Willie Way Extension, including but not limited to a four-lane roadway with a center median, sidewalks, landscaping, and other related facilities, in compliance with Applicable Regulations and obtain any and all necessary approvals from the City. Willie Way Extension shall conform and be constructed in accordance with construction plans approved by the City, Applicable Regulations, and good engineering practices. Kent is responsible for the timely payment of all costs and expenses related to the engineering, design, permitting, construction, and completion of the Willie Way Extension.

(b) As a related facility of the Willie Way Extension, Kent shall engineer, design, permit, construct, and complete an approximately 20,000 square feet of Water Quality Ponds on the Kent Property as depicted on **Exhibit B**. The Water Quality Ponds will serve as wet amenity ponds for use and enjoyment by customers and visitors of the Project and the general public. Kent shall design the Water Quality Ponds in compliance with Applicable Regulations and obtain any and all necessary approvals from the City. Kent is responsible for the timely payment of all costs and expenses related to the engineering, design, permitting, construction, and completion of the Water Quality Ponds.

(c) Effective immediately upon execution of this Agreement, Kent shall reserve the portions of the Property indicated in **Exhibit B** for the sole purpose of use as right of way for the Willie Way Extension and construction of the Water Quality Ponds. Kent hereby covenants that the Willie Way Right of Way shall not be developed for any other purpose until such time as the Willie Way Extension is constructed as dedicated to the City. Upon approval by the City Engineer, the alignment of the Willie Way Right of Way may be adjusted as necessary to appropriately connect with roadway access points on adjacent properties. Payment of the agreed to grant by the City to Kent

related to such conveyance as a benchmark shall be as listed in **Exhibit C**. Upon Substantial Completion of the Willie Way Extension, Kent shall dedicate, and the City agrees to accept, the Willie Way Extension and the Water Quality Ponds. Prior to City's acceptance, Kent shall provide satisfactory evidence to the City that there are no liens or other encumbrances filed against the Kent Property. Kent shall post maintenance, warranty and/or performance bonds or other fiscal assurance in compliance with the City Code.

3.02 Termination of Offsite Parking Easement. TCHMALL hereby agrees to terminate the Offsite Parking Easement and release all rights therein granted to TCHMALL as the successor-in-interest to the grantee of the Offsite Parking Easement. TCHMALL shall be responsible for all costs and expenses related to the termination of the Offsite Parking Easement. The Offsite Parking Easement Termination shall be in form and content reasonably and mutually acceptable to TCHMALL and the City, as success-in-interest to grantor of the Offsite Parking Easement.

3.03 Public Access Easement. TCHMALL hereby agrees to the Public Access Easement for the benefit of the public over and across Skaggs Drive as depicted on **Exhibit B**. TCHMALL shall be responsible for the costs and expenses related to the drafting and granting of the Public Access Easement, and the Public Access Easement shall be in form and content reasonably and mutually acceptable to TCHMALL and the City. The terms of this Agreement only obligate TCHMALL to the granting of the Public Access Easement and includes no obligation to improve the portion of the Property covered by the Public Access Easement.

IV.
GRANT PAYMENT

4.01 Grant Payment. Subject to the continued satisfaction of all the terms and conditions of this Agreement, the City shall make Grant Payments to the Owners of the Grant Amount as a direct contribution to, or reimbursement to the Owners for the design, permitting, construction, drafting, financing, completion, and dedication of the Infrastructure Improvements. The City shall make the Grant Payments in accordance with the schedule provided in **Exhibit C**. Each Grant Payment must be made to Owners timely but not later than thirty (30) days following the (i) receipt of a request for payment and (ii) certification by design engineer with confirmation by the City Engineer, which shall not be unreasonably withheld, of compliance with the applicable benchmark identified in **Exhibit C** to which such request relates. Failure to complete the Infrastructure Improvements as provided in this Agreement shall be considered a Default that requires repayment to the Grant Amount pursuant to Article VII of this Agreement.

4.02 Current Revenue. The funds distributed hereunder shall be paid solely from lawfully available funds of the City. Under no circumstances shall the obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

V.
CITY'S OBLIGATIONS

5.01 City's Obligations. The City is obligated to pay to the Owners the Grant Amount, subject to the conditions precedent that the Owners have timely and fully complied with all applicable terms and conditions contained in this Agreement pursuant to the schedule in **Exhibit C**. The City's

obligation to pay the Owners the Grant Amount shall cease upon expiration of this Agreement unless the Owners are due a Grant Payment based on the completion and approval by the City Engineer of benchmarks identified in **Exhibit C**, in which case, the City's obligations shall terminate upon the final Grant Payment.

5.02 Review Process. The City acknowledges that efficient and expedited City reviews are necessary for the effective implementation of the Project. Therefore, the City agrees to expedite the review and approval of all construction plans, easements, and development permits required for the Infrastructure Improvements and development of the Project, including without limitation any and all required subdivision plats, development plats, site plans, watershed protection or drainage plans, utility extension approvals, building plan reviews, building permits, plumbing permits, electrical permits or similar permits, and reasonably necessary variances, waivers or modifications, and further agrees that the City's approval of the plans and permits will not be unreasonably withheld, conditioned or delayed. The City Planning Director is authorized to modify the sequencing of development applications for the Project and modify the procedures for subdivision plat approval, including allowing the use of the short form subdivision application process, provided that any modification is consistent with state law and provided that adequate measures are in place to ensure the extension of required public infrastructure to the Property. Furthermore, the City shall cooperate, in good faith, with the Owners, as appropriate and necessary, to expedite the review of the Offsite Parking Easement Termination and the Public Access Easement, and the approval of the documents as to form and content shall not be reasonably withheld, conditioned or delayed. The City will ensure that the final form of the Offsite Parking Easement Termination and Public Access Easement are executed by the appropriate party on behalf of the City in a timely manner.

VI.
OWNERS' OBLIGATIONS, COVENANTS, AND WARRANTIES

6.01 Owners' Obligations. The Owners shall, during the Term of this Agreement, satisfy and comply with the terms and conditions of this Agreement. The Owners agree to obtain all required City permits for the construction of the Infrastructure Improvements and will diligently pursue such construction until fully completed.

6.02 Completion Dates.

(a) Willie Way Extension. The Willie Way Extension will address traffic needs for the City, as well as serve the Project and future development of adjacent property to the north as an outdoor amphitheater ("*Amphitheater*"). Kent agrees to commence construction of the Willie Way Extension and Water Quality Ponds as soon as practicable after receipt of all required governmental approvals. Kent shall use commercially reasonably efforts to cause the completion (evidenced by acceptance by the City) of the Willie Way Extension and the Water Quality Ponds in accordance with this Agreement within one hundred eighty (180) days after the date on which all necessary permits and approvals are issued by the City, and in any event no later than completion of the Amphitheater, subject to Force Majeure and any delays in obtaining the required approvals from any governmental entity including the City. In addition to the foregoing, Kent shall diligently pursue obtaining acceptance of Willie Way Extension and the Water Quality Ponds by the City after Substantial Completion.

(b) Easements. TCHMALL shall provide the draft version of the Offsite Parking Easement Termination and the Public Access Easement to the City for review as to form and content

within sixty (60) days of the Effective Date of this Agreement. TCHMALL shall cooperate, in good faith, with the City, as appropriate and necessary, in executing and recording the Offsite Parking Easement Termination and the Public Access Easement.

6.03 Inspection. At all times throughout the term of this Agreement, the City shall have reasonable access to the Property for the purpose of inspecting the Property to ensure that the Infrastructure Improvements are constructed and installed in accordance with the terms of this Agreement. All inspections shall be conducted in accordance with any safety and security measures and in a manner as to not unreasonably interfere with the installation of the Infrastructure Improvements or the operation of the Project. The inspections shall be conducted within a reasonable time period after notice by the City to the Owners.

6.04 Covenants and Warranties. The Owners make the following covenants and warranties to the City and agrees to timely and fully perform the following obligations and duties:

(a) The Owners are authorized to do business and are in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Term of this Agreement.

(b) No litigation or governmental proceeding is pending or, to the knowledge of the Owners, threatened against or affecting the Owners that may result in any material adverse change in the Owners' business, properties or operation. No consent, approval, or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby.

(c) There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and the Owners have not been informed of any potential involuntary bankruptcy proceedings.

(d) To its current, actual knowledge, the Owners have acquired and maintained all necessary rights, licenses, permits and authority to carry on its business in Bee Cave, Texas, and will continue to use its best efforts to maintain all necessary rights, licenses, permits and authority.

(e) The Owners shall timely acquire, and provide evidence of same to the City, maintenance bonds, in a form in compliance with the City Code, that will ensure maintenance of public improvements following dedication to, and acceptance by, the City.

VII.
ACT OF DEFAULT; CURE

7.01 Owners' Default. Should the Owners fail to timely or substantially comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failure shall be a Default by the Owners. Default by the Owners shall include, but not limited to:

(a) Failure to timely, fully and continuously comply with any maintenance, warranty and/or performance bond or other fiscal assurance requirements at any time throughout the Term of this Agreement.

(b) Provision of any false or substantially misleading statements contained in Section VI or failure to comply with any one covenant or warranty.

(c) Failure to timely and fully perform obligations as to the Infrastructure Improvements as required in this Agreement.

7.02 Cure Owners' Default. If a Default by the Owners is not cured and corrected within ninety (90) days after written notice to do so, the City may demand repayment from the Owners of any Grant Payments, provided that the Default occurs prior to the Expiration Date, as reasonably determined by the City, and/or the City shall have the right to draw down on any fiscal posted by the Owners for the Infrastructure Improvements through any agreement with the City (e.g. plat, site development permit, etc.). The amount owed to the City under this subsection shall be paid by the Owners within one hundred twenty (120) days after the date the Owners are notified by the City of such uncured Default. Notwithstanding the above, if such Default is such a matter that cannot be cured by reasonably diligent efforts within ninety (90) days, then such occurrence shall not be a Default so long as the Owners promptly initiate and diligently and continuously attempt to cure the same, even if the same is not cured within said ninety (90) day period. Notwithstanding anything in this Agreement to the contrary, the Parties hereby agree that the Owners shall have no liability at law, in equity or otherwise to the City for the following: (i) for any consequential, exemplary or punitive damages; (ii) for any failure or inability on the part of the Owners to obtain the necessary project approvals; and (iii) with respect to any failure on the part of the Owners to construct the Infrastructure Improvements as required by this Agreement, for any actual damages in excess of the amount that any portion of the Grant Amount is used to reimburse the Owners for construction of the Infrastructure Improvements that have not been accepted by the City or that will not be owned, operated, and maintained by the City.

7.03 City Default and Cure. Should the City fail to timely or substantially comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be a Default by the City. The City shall have ninety (90) days to cure and remove the Default upon receipt of written notice to do so from the Owners. If uncured, such uncured Default will give the Owners the right to the Grant Amount not already provided to the Owners by the City in previous Grant Payments. The Owners specifically agree that the City shall only be liable to the Owners for the amount of the Grant Amount it is required to convey to the Owners, attorneys' fees, and costs of court, and shall not be liable to the Owners for any alleged or actual consequential damages.

VIII.
MISCELLANEOUS

8.01 Termination. This Agreement terminates upon any one or more of the following:

(a) by mutual written agreement of the Parties;

(b) on the Expiration Date (as defined above);

(c) by the Owners, if the City defaults or breaches any of the terms or conditions of this Agreement, and such default or breach is not cured within ninety (90) days after written notice thereof;

(d) by the City, if the Owners default or breach any of the terms of conditions of this Agreement, and such default or breach is not cured within ninety (90) days after written notice thereof;

(e) by the City, if any taxes which are or may be assessed, charged, levied, or imposed on the Owners or the Property have become delinquent (provided, however, the Owners retain the right to timely and properly protest and contest any such claim of delinquency);

(f) by the City if the Owners suffer an event of Bankruptcy or Insolvency; and

(g) by either Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

8.02 Changes in Law. If, during the Term of this Agreement, state law applicable to this Agreement changes and, as a result, the Grant Amount differ from the amount which would have been paid to the Owners under the laws in effect as of the Effective Date of this Agreement, then the City, in its sole discretion, may adjust the Grant Amount utilizing whatever discretionary funding source(s) are legally available to the City to be allocated to the Grant Payment. The foregoing does not require the City to use funds from other sources and/or sources that are not within the City's discretion to allocate to the Project in order to achieve the same economic benefits to both Parties, which would have resulted if the law had not changed.

8.03 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

8.04 Limitation on Liability. It is understood and agreed between the Parties that the Owners and the City, in satisfying the conditions of this Agreement, have acted independently, and neither the City nor the Owners assumes the responsibilities or liabilities of the other Party's performance, its subcontractors or third parties in connection with this Agreement.

8.05 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the Parties.

8.06 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

8.07 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it with Federal Express or another delivery service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (ii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice given in any manner will be effective when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

City: City of Bee Cave
Attn: City Manager
4000 Galleria Parkway
Bee Cave, Texas 78739

Owners: Kent Sports Holdings, L.P.
TCHMALL SPORTS, LLC
Attn: Jeff Kent
12006 Pleasant Panorama View
Austin, Texas 78738

with copy to: McLean & Howard, LLP
Attn: Jeffrey Howard
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

The Parties may change their respective addresses to any other address within the United States of America or provide the names and addresses of its successors or assigns by giving at least five (5) days' written notice to the other Parties. Any Party may, by giving at least five (5) days' written notice, designate additional parties to receive copies of notices under this Agreement.

8.08 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

8.09 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and venue for any action concerning this Agreement shall be in Travis County, Texas. Subject to Section 8.10 below, the Parties agree to submit to the personal and subject matter jurisdiction of said court.

8.10 Remedies.

(a) Except as provided in this Agreement, no right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without consent of the Parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

(b) The Parties shall attempt in good faith to resolve all disputes arising out of or relating to this Agreement or any of the transactions contemplated hereby promptly by negotiation, as follows. Either Party may give the other Party written notice of any such dispute not resolved in the normal course of business. Executives of both Parties (*i.e.*, the City Manager for the City and Jeff Kent for Owner) shall meet a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonable deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to such executives, or if no meeting of such executives has taken place within fifteen (15) days after such referral, either Party may initiate mediation as provided hereinafter. If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three (3) business days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for the purposes of the Texas Rules of Evidence and the Federal Rules of Evidence. Each party will bear its own costs for this dispute resolution phase.

(c) In the event that any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby is not resolved in accordance with the procedures set forth in this Section 8(b), such dispute shall be submitted to non-binding mediation to a person mutually agreed by the Parties. The mediation may take place at a mutually agreed upon location. If the mediation process

has not resolved the dispute whin thirty (30) days of the submission of the matter to mediation or within such longer period as the Parties may agree to, either Party may exercise all remedies available at law or in equity under this Agreement, including the initiation of court proceedings. Each Party will bear its own costs for this dispute resolution phase.

(d) Nothing in this Section shall preclude, or be construed to preclude, the resort by either Party to a court of competent jurisdiction solely for the purposes of securing a temporary or preliminary injunction or other relief to preserve the status quo or avoid irreparable harm. The Parties shall continue to perform each of their respective obligations under this Agreement during the pendency of any dispute; provided that this obligation shall not apply after the termination of this Agreement (except with respect to payments of amounts due and owing under this Agreement).

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

8.12 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this 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.

8.13 Successors and Assigns.

(a) The City may not assign this Agreement without the prior written consent of the Owners.

(b) An Owner has the right, from time to time, to assign this Agreement to a non-lender person or entity ("*Assignee*") provided the following conditions are met: (1) Assignee is a successor owner of all or any part of the an Owner's Tract; (2) Assignee expressly assumes in the assignment all obligations and expressly agrees in the assignment to observe, perform, and be bound by this Agreement; and (3) a copy of the executed assignment is provided to the City within thirty (30) days after execution (collectively, the "*Assignment Conditions*") with documentation evidencing compliance with the Assignment Conditions. From and after the date a copy of the executed assignment is provided to the City, and if the Assignment Conditions are each satisfied, the City agrees to look solely to Assignee for the performance of all obligations assigned to Assignee and agrees that the Owner shall be released from performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations. No assignment by an Owner shall release the Owner from any liability that resulted from an act or omission by the Owner that occurred prior to the effective date of the assignment unless Assignee accepts such liability as part of the assignment.

(c) The Owners have the right, from time to time, to assign its respective interest in this Agreement, in whole but not in part, to a holder of any obligation or debt of an Owner or any successor owner of all or any part of the Property or this Agreement secured by any mortgage, deed of trust, collateral assignment, security interest, lien or other encumbrance, any amendment or modification of the terms thereof, including without limitation any extension, renewal or refinancing thereof (a "*Lender*") without the City's prior written consent. No assignment by an Owner to a Lender shall release the Owner from any of Owner's obligations under this Agreement.

(d) The Owners shall maintain written records of any and all assignments made by the Owners (including, for each Assignee and Lender, the documentation demonstrating compliance with the Assignment Conditions, and including a copy of each executed assignment) and, upon written request from the City, Assignee, or Lender shall provide a copy of such records to the requesting person or entity.

8.14 Recitals. The recitals to this Agreement are incorporated herein.

8.15 Counterparts. This 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.

8.16 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

(Signature page to follow)

EXECUTED on this_____ 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 Kara King, 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

OWNER:

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

TCHMALL SPORTS, LLC,
a Texas limited liability company

By:_____
Jeff Kent, Manager

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Jeff Kent, Manager of TCHMALL SPORTS, LLC, a Texas limited liability company, 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

EXHIBIT A

Kent Property

EXHIBIT A

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;

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:

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

Subject Property *(Travis Central Appraisal District ID 366361)*

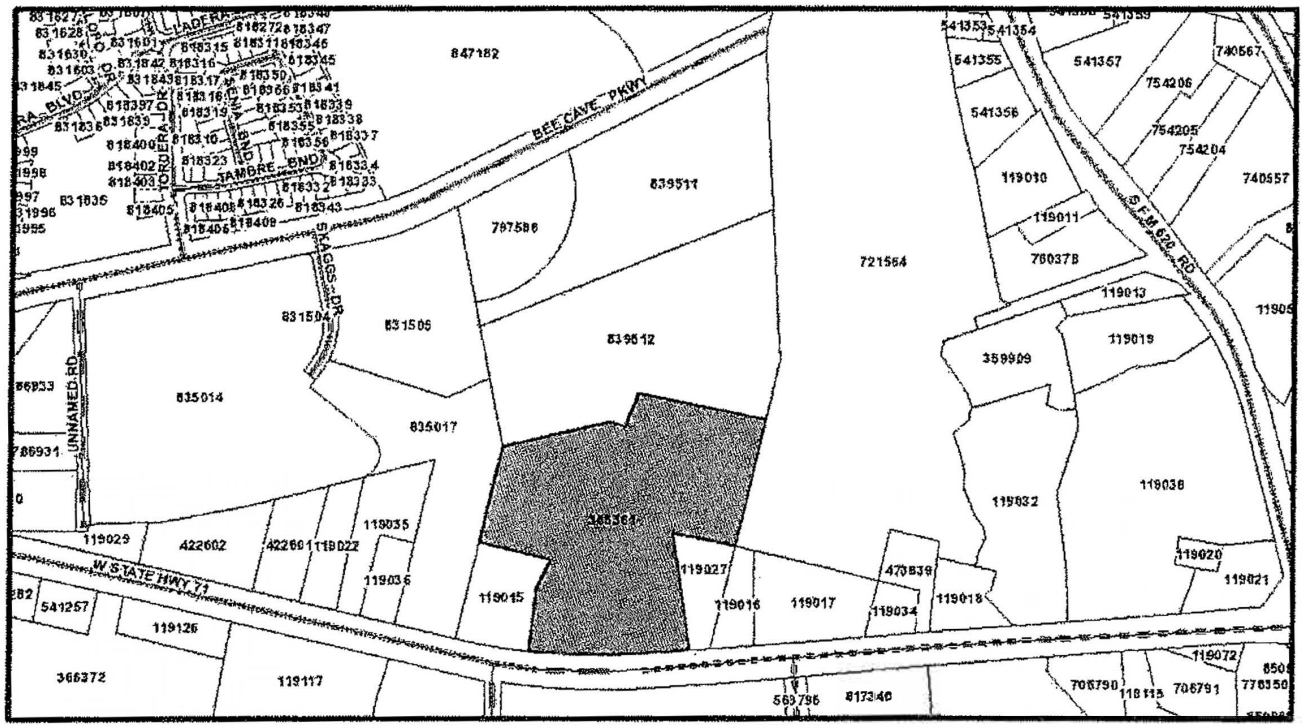


EXHIBIT B

Infrastructure Improvements

EXHIBIT B

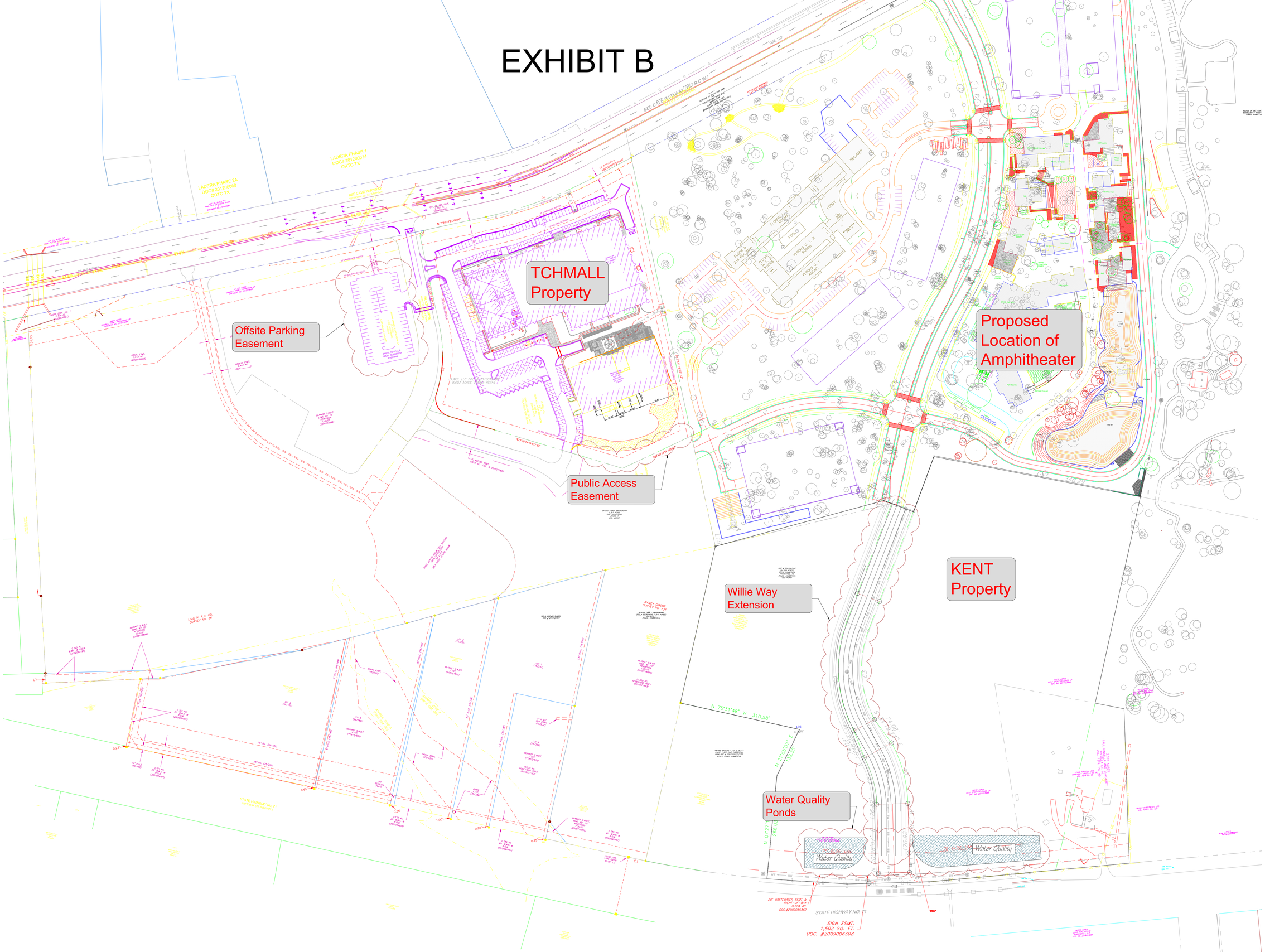

TCHMALL Property
Offsite Parking Easement
Public Access Easement
Proposed Location of Amphitheater
KENT Property
Willie Way Extension
Water Quality Ponds
Water Quality
Water Quality
BEE CAVE PARKWAY (TBD R.O.W.)
LADERA PHASE 1
DOC# 2012020074
ORTC-TX
LADERA PHASE 2A
DOC# 2012020080
ORTC-TX
STATE HIGHWAY NO. 71
N 76°31'48" W 310.58'
N 27°35'07" E 122.40'
N 07°27'
266.03'
20' WASTEWATER ESMT. & RIGHT-OF-WAY 0.304 AC. DOC.#2002035362
SIGN ESMT. 1,502 SQ. FT. DOC. #2009006308

EXHIBIT C

Schedule of Grant Payments

Payment must be made to Owners timely but not later than thirty (30) days following the later of (i) receipt of a request for such payment and (ii) certification by design engineer with confirmation by the City Engineer, which shall not be unreasonably withheld, of compliance with the applicable benchmark identified to which such request relates:

- $150,000 upon Termination of the Offsite Parking Easement
- $50,000 upon grant of the Public Access Easement
- Grant Payments for Willie Way Extension and Water Quality Ponds construction will be made as follows:
    - $500,000 upon the Effective Date of this Agreement that reserves the Willie Way Right of Way
    - $550,000 at Concept Approval / Design Sign-Off
    - $1,700,000 will be paid based on a percentage of completion, with $425,000 payable upon completion of each one-fourth of the construction of the Willie Way Extension as certified by the City Engineer, provided, however, that the final payment will be made only after Substantial Completion of the Willie Way Extension
    - $300,000 will be paid upon Substantial Completion of the Water Quality Ponds.

EXHIBIT D

Consent Agreement

To be attached

City Council Meeting
4/25/2023
Agenda Item Transmittal

Agenda Item:	**12.**
Agenda Title:	**Discuss and consider action on new legislative bills filed.**
Council Action:	
Department:	**City Manager**
Staff Contact:	**Clint Garza, City Manager**

1. INTRODUCTION/PURPOSE

To discuss and consider action on new legislative bills filed.

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
4/25/2023
Agenda Item Transmittal

Agenda Item:	**13.A.**
Agenda Title:	**Deliberation regarding the potential acquisition of real property for public purposes**
Council Action:	
Department:	**City Manager**
Staff Contact:	**Clint Garza**

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

City Council Meeting
4/25/2023
Agenda Item Transmittal

Agenda Item:	**13.B.**
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
4/25/2023
Agenda Item Transmittal