AGENDA

Regular Meeting

City Council

Tuesday, May 23, 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 May 9, 2023.
B. Consider approval of the minutes of the Special Session conducted on May 18, 2023.

8. Discuss and consider authorizing the City Manager to execute a contract with Pape-Dawson Engineers to perform traffic engineering services related to all signalized intersections operated and maintained by the City of Bee Cave

9. Discuss and consider action on a Community Development Block Grant Cooperative Agreement between Travis County and the City of Bee Cave.

10. Discuss and consider action on the creation of two new full-time employee positions.

11. Discuss and consider action on the appointment of members to the Planning and Zoning Commission including the appointment of a Chair and Vice Chair.

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 19th day of May, 2023 at 3:30 P.M. (Seal)

_____

Kaylynn Holloway, City Secretary

City Council Meeting
5/23/2023
Agenda Item Transmittal

Agenda Item:	**7.A.**
Agenda Title:	**Consider approval of the minutes of the Regular Session conducted on May 9, 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 May 9, 2023	Backup Material

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL
CITY OF BEE CAVE
May 9, 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
Kaylynn Holloway, City Secretary
Lindsey Oskoui, Assistant City Manager
Ryan Henry, City Attorney
Brian Jones, Police Chief
Kevin Sawtelle, City Engineer
Jenny Hoff, Communications Director
Lanie Marcotte, Parks and Facilities Director
Barbara Hathaway, Library Director
Anna Jensen, Administrative Coordinator

Call to Order and Announce a Quorum is Present

With a quorum present, the regular meeting of the Bee Cave City Council was called to order by Mayor King at 6:00 p.m. on Tuesday, May 9, 2023.

Administer Oath of Office and issue Certificates of Election.

City Secretary Kaylynn Holloway administered the Oath of Office to Council Members Andrew Clark, Kevin Hight and Andrea Willott.

Mayor King issued the Certificates of Election.

Discuss and consider action on the selection of a Mayor Pro Tem.

MOTION: A motion was made by Mayor King, seconded by Council Member Willott, to select Council Member Clark as Mayor Pro Tem.

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.

Recognition and moment of silence

Mayor King recognized staff members for their years of service with the City.

Citizen Comments.

Victoria Winburne, 13600 Couri Pass, is tired of hearing about the low water crossing. She asked Council to build a bridge.

Sharon Millsap, 5604 Great Divide, asked the Council to so what is necessary to correct the problem with the low water crossing.

Walter Stewart, 13800 Lone Rider, commented that he was in favor of no construction on the low water crossing.

Staff Comments.

Library Director Barbara Hathaway and members of the Library Staff presented scholarships to the teen volunteers.

Communications Director Jenny Hoff reminded everyone of the Job Fair being held at the Lake Travis High School on Monday.

Consent Agenda.

A. **Consider approval of the minutes of the Regular Session conducted on April 25, 2023.**
B. **Consider action on Resolution No. 2023-08 granting authority to the City Manager to issue payments and sign necessary documents under schedule set forth in Chapter 380 Grant Agreement between Kent Sports Holdings, L.P., TCHMall Sports and the City of Bee Cave.**
C. **Proclamation recognizing National School Nurse Day on May 10, 2023.**

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

Discuss and consider action on items related to the Texas Department of Transportation's 2023 Transportation Alternatives Set-Aside (Ta) Call for Projects.

a. **Resolution No. 2023-09 Supporting City of Bee Cave's application.**
b. **Authorizing the City Manager to sign a letter of commitment for the maintenance of improvements.**

City Manager Clint Garza presented this item.

MOTION: A motion was made by Council Member Rebber, seconded by Council Member Hight, to approve Resolution No. 2023-09 Supporting City of Bee Cave's application and authorizing the City Manager to sign a letter of commitment for the maintenance of improvements.

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. Members of the Council will submit letters to the representatives regarding some of the current bills that negatively affect the City.

Discuss and consider action on the contract with HDR.

HDR representative Curtis Rokicki presented options for a bridge at the low water crossing on Great Divide Drive.

Executive Session on above item and A-C below:

The City Council closed the Open Session at 7:01 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*.
C. Consultation with Attorney regarding legal issues and obligations contained within the Interlocal Agreements with Travis County, Lake Travis Independent School District and other related agreements regarding road and transportation obligations.

The City Council closed the Executive Session at 7:48 p.m. and reconvened in Regular Session.

Reopen item with HDR

Lance Clawson, 4901 Great Divide, commented that the larger the bridge the more it will flood. He stated that the concrete culverts were the lesser of the two evils.

Taylor Guess, 4900 Great Divide, is concerned about building a large bridge, safety and the environmental impact.

MOTION: A motion was made by Mayor Pro Tem Clark, seconded by Council Member Willott, to direct HDR and staff to proceed with a 150 foot bridge with the 10 year concept as proposed.

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

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

The motion carried 6-0.

Adjournment:

MOTION: A motion was made by Mayor Pro Tem Clark, 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 8:34 p.m.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

_____
Kara King, Mayor

ATTEST:

_____
Kaylynn Holloway, City Secretary

City Council Meeting
5/23/2023
Agenda Item Transmittal

Agenda Item:	**7.B.**
Agenda Title:	**Consider approval of the minutes of the Special Session conducted on May 18, 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 May 18, 2023	Backup Material

MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL
CITY OF BEE CAVE
May 18, 2023

STATE OF TEXAS §
COUNTY OF TRAVIS §

Present:

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

Absent:

Andrew Rebber, Council Member

City Staff:

Kaylynn Holloway, City Secretary
Ryan Henry, City Manager
Lindsey Oskoui, Assistant City Manager
Kevin Sawtelle, City Engineer
Logan Maurer, Engineer
Lanie Marcotte, Parks and Facilities Director
Jenny Hoff, Communications Director

Call to Order and Announce a Quorum is Present

With a quorum present, the special meeting of the Bee Cave City Council was called to order by Mayor King at 4:34 p.m. on Thursday, May 18, 2023.

The items below were opened together and presented by Assistant City Manager Lindsey Oskoui and City Attorney Ryan Henry.

Discuss and consider taking action on amendments to the Interlocal Agreements between the City, LTISD, and Travis County regarding sections 1, 2 and 3 of Vail Divide Road to transfer the road to the City and allow for City annexation and regulation of the roadway.

MOTION: A motion was made by Council Member Hight, seconded by Council Member Hohl, to approve the amendments to the Interlocal Agreements between the City, LTISD, and Travis

County regarding sections 1, 2 and 3 of Vail Divide Road to transfer the road to the City and allow for City annexation and regulation of the roadway.

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

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

The motion carried 5-0.

Discuss and consider action accepting the conveyance of land and accompanying right-of-way located at Vail Divide from immediately south of the intersection with Los Flores to the intersection with Hamilton Pool Road.

MOTION: A motion was made by Council Member Hohl, seconded by Council Member Hight, to accept the conveyance of land and accompanying right-of-way located at Vail Divide from immediately south of the intersection with Los Flores to the intersection with Hamilton Pool Road.

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

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

The motion carried 5-0.

Discuss and consider action on Resolution No. 2023-10 declaring the intent of the City of Bee Cave to annex into the city limits an approximately 12.901-acre tract of land located at Vail Divide from immediately south of the intersection with Los Flores to the intersection with Hamilton Pool Road.

MOTION: A motion was made by Council Member Willott, seconded by Council Member Hohl, to approve Resolution No. 2023-10.

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

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

The motion carried 5-0.

Adjournment:

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

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

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

The motion carried 5-0.

The City Council meeting adjourned at 4:42 p.m.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

_____
Kara King, Mayor

ATTEST:

_____
Kaylynn Holloway, City Secretary

City Council Meeting
5/23/2023
Agenda Item Transmittal

Agenda Item:	**8.**
Agenda Title:	**Discuss and consider authorizing the City Manager to execute a contract with Pape-Dawson Engineers to perform traffic engineering services related to all signalized intersections operated and maintained by the City of Bee Cave**
Council Action:	**Discuss and Consider Action**
Department:	**Engineering**
Staff Contact:	**Kevin Sawtelle, City Engineer**

1. INTRODUCTION/PURPOSE

Consider authorizing the City Manager to execute a proposal/contract with Pape-Dawson Engineers to provide traffic engineering services related to signalized intersections in the City including preparing an initial signal inventory, conducting visual traffic observations, installation of updated hardware and software packages, preparing an existing conditions assessment and signal timing plan to provide recommendations to optimize the signals with the newly installed equipment.

2. DESCRIPTION/JUSTIFICATION

a) Background

In January 2023, the City and TxDOT executed an agreement which provided the City full maintenance and operational control over all signalized intersections within the City Limits and Extra-Territorial Jurisdiction. In the months since this hand-off, the City has received numerous inquiries, complaints, and/or notifications of various concerns and issues experienced by the community. This prompted the City to solicit the assistance of Pape Dawson Engineers (PD) to evaluate the systems and determine if improvements can be made. PD reviewed documentation related to the signals provided by TxDOT and determined much of the existing hardware is out of date and inconsistent throughout the City and requires actual on-site field visits to address any issues that arise. The attached proposal outlines the various tasks and scope as described in the above Introduction/Purpose.

Installation of the much more advanced hardware and software packages at each intersection will allow City Staff and PD (who will provide on-call services) to monitor video feeds and other data, evaluate, and address issues remotely in real time without the need to make field visits in the majority of instances. This will further allow us to more readily respond to concerns and issues as they arise. While the upfront cost of the new hardware and software packages is significant (~$150,000 for all 13 signals), it's important to note this cost includes a 10-year connectivity plan and warranty through Paradigm Traffic Systems for the equipment.

b) Issues and Analysis

3. FINANCIAL/BUDGET

Amount Requested	$262,264 for all engineering related services and equipment furnish and install	Fund/Account No.
Cert. Obligation		GO Funds
Other source		Grant title
Addtl tracking info		

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends Council authorize the City Manager to execute the contract with Pape Dawson

ATTACHMENTS:

Description	Type
Pape Dawson Proposal	Backup Material
City/TxDOT Traffic Signal Agreement	Backup Material

April 19, 2023
(Revised: May 16, 2023)

Mr. Kevin Sawtelle, P.E.
City of Bee Cave
4000 Galleria Pkwy.
Bee Cave, Texas 78738 Email: ksawtelle@beecavetexas.gov

Re: City of Bee Cave On-Call Traffic Engineering
Assignment #01 – Bee Cave Traffic Signal On-Call
TBN Project No. 51425-01
Proposal for Category 2: Transportation Planning, Design, and Engineering Services

Dear Mr. Sawtelle:

Pape-Dawson has been solicited to perform traffic engineering services in connection with the above referenced project. Based on our conversations with City staff and our current understanding of the project objectives, we are tasked with providing traffic signal timing, analysis, and support services on an on-call basis. Our proposed scope of services and associated fees to accomplish these objectives, labeled Exhibits A, B, C and D are attached.

We appreciate the opportunity to work with you on this project. If this proposal and agreement meet with your approval, please acknowledge such by signing this proposal letter and returning it to our office via email for our records. Receipt of the executed documents will service as authorization for us to proceed with the base services described herein.

Sincerely,
Pape-Dawson Consulting Engineers, LLC

Brian Allen, P.E., CFM, LGPP
Senior Project Manager

James A. Lutz, P.E.
Senior Vice President

CITY OF BEE CAVE

Signature:_____

Name:_____

Title:_____

Date:_____

Attachments:
- Exhibit A - Services to be Provided by the City of Bee Cave
- Exhibit B - Services to be Provided by the Engineer
- Exhibit C - Work Schedule
- Exhibit D - PD Schedule of Representative Rates
- Exhibit E - Traffic Count Costs
- Exhibit F - Proposal from Paradigm Traffic Systems, Inc.

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EXHIBIT A

Services to be Provided by the City of Bee Cave

The City of Bee Caves will furnish to the Engineer the following items/information for the City of Bee Cave On-Call Traffic Engineering project:

1) Citizen name and contact information including phone number or email.
2) Citizen request including any information provided.
3) Historical counts or traffic data, if available
4) Traffic signal timings or access to download the existing timings from the controllers or via flash drive.
5) Known project or on-going improvements within the study area.
6) Coordination with TxDOT for the 13 existing signal and adjacent signalized intersections.
7) Coordinating internal meetings with City Staff.

EXHIBIT B
Services to be Provided by the Engineer

Work includes overall project oversight including managing data collections, studies, submittals, and coordination.

TASK 1: TRAFFIC SIGNAL INVENTORY AND FIELD OBSERVATIONS (TASK 290) $10,000

Inventory
The Engineer will inventory each intersection and controller cabinet for all thirteen (13) intersections within the City of Bee Cave Limits. The inventory will include the following information to be inserted on a signal inventory spreadsheet by intersection:

- Photos of inside of cabinet and each approach of the intersection including signal displays.
- Phasing layout of intersection.
- Signal number, cabinet type, controller type/software, BBU cabinet, detection type, signal heads type and orientation, electric service type, pole type(s) (mast arms or strain pole), ADA ramp compliance, push button type and brand, and posted speed limits.

Field Observations
The Engineer will observe existing field conditions of the signal and traffic operations during the AM and PM peak periods. During the observations, the Engineer will identify excessive queuing, traffic, and safety issues, and where capacity appears to be constrained. In locations where capacity is constrained short-term operational improvement recommendations including but limited to:

- Signal head replacements (i.e. changing from protected/permitted left turns to protected only, and vice-versa, RT overlaps);
- Phasing changes (i.e. addition or removal of split phasing, changing the wiring and phasing scheme of the intersection);
- Detector replacements or additions; and,
- Other low-cost improvements such as signing and striping modifications.

While these items may be identified no plans will be prepared for the improvements. However, if requested, an additional services request could be prepared to develop the plans and estimates as needed.

Deliverables:

- Intersection Inventory
- Field Observations Memo

TASK 2: EXISTING CONDITIONS ASSESSMENT & TIMING PLAN DEVELOPMENT (TASK 291) $65,000

Data Collection

The Engineer will request traffic counts including a 12-hour, 5-hour or 4-hour turning movement count at the intersections, as needed. The traffic data may also include 24-hour ADT counts on the intersection approaches or along critical corridors. The Engineer will determine the necessary traffic data based for each intersection. The Engineer will download the past 5 years of crash data from the TxDOT Crash Records Information System (C.R.I.S) and calculate a crash rate and determine the contribution factors, if needed. The following intersections will be included in the data collection:

1. SH71 & Vail Divide
2. SH71 & North Joint Access Drive
3. SH71 & Hamilton Pool
4. SH71 & RR 620
5. SH71 & Cross Town Pkwy (Galleria Main Entrance)
6. SH71 & Bee Cave Road
7. SH 71 & Spanish Oaks Club Blvd
8. Bee Cave Pkwy & Bee Cave Road
9. Bee Cave Pkwy & RR 620
10. Bee Cave Pkwy & Galleria Pkwy
11. Falconhead Blvd & RR 620
12. Bee Cave Road & Resaca
13. Ladera Blvd & RR 620

Synchro Models

Using the information gathered in previous tasks, the Engineer will perform an existing conditions traffic analysis with Synchro/Simtraffic to determine existing operations. The Engineer will accurately reference all links and nodes in the Synchro model to North American NAD 83 coordinate system for the Texas Central area. The Synchro and SimTraffic simulation outputs (i.e., queue lengths, arterial speeds, delay, etc.) of the existing conditions models should be analyzed to calibrate the models. The models should be calibrated to achieve simulation results that reasonably represent existing conditions.

Basic Timing Settings

The basic controller interval timing parameters (i.e., the minimum greens, the extensions, the vehicle yellows and all-reds, and the pedestrian clearances) are a function of the approach speeds and the roadway and intersection geometry (e.g., street widths, grades, and pedestrian crossing distances. For each of the thirteen (13) intersections we will calculate the following basic timings settings based on the latest NCHRP, FHWA, and ITE guidance.

- Minimum green time per phase
- Yellow change interval time
- All-red clearance time

- Pedestrian WALK time
- Pedestrian flashing DON'T WALK time

Timing Plan Development and Implementation

For each intersection we will develop the proposed timings using Synchro and Tru-traffic based on the field observations, existing count data, and existing timing files provided by City of Bee Cave. The proposed timings will be updated in the Econolite database for each intersection to be field implemented. This includes the conversion of the existing database files to Econolite EOS software if the city decides to upgrade the existing controllers to the latest software. As the new timing plans are deployed, the Engineer will provide qualified staff members for on-site fine-tuning assistance. The Engineer will observe the actual operation of the new timing plans and make adjustments to improve the operation. The Engineer will watch each of the timing plans that were developed for at least two days for all of the intersections included. It is assumed that City personnel may participate in this process, thereby gaining familiarity with the timing plans and proposed operations.

Summary Memo

The results of the traffic study including data collection, synchro modeling, calculations, field photos, results, and recommendations will be summarized in a draft memo and submitted to the city for review and comment. Once comments are received from the city, the Engineer with address the comments and submit the final memo.

Deliverables:

- Traffic Analysis Summary Memo
- Traffic Counts in Excel Format (if any collected)
- Synchro Files (if required)
- Basic timing setting calculations and updated Traffic Signal Database files (if required).
- Proposed signal timing recommendations

TASK 3: ON-CALL TRAFFIC SUPPORT SERVICES (TASK 292) (AS-NEEDED) $15,000

The Engineer will perform on-call traffic signal and intersection operations support on an as-needed basis for the following intersections:

14. SH71 & Vail Divide
15. SH71 & North Joint Access Drive
16. SH71 & Hamilton Pool
17. SH71 & RR 620
18. SH71 & Cross Town Pkwy (Galleria Main Entrance)
19. SH71 & Bee Cave Road
20. SH 71 & Spanish Oaks Club Blvd
21. Bee Cave Pkwy & Bee Cave Road
22. Bee Cave Pkwy & RR 620
23. Bee Cave Pkwy & Galleria Pkwy

24. Falconhead Blvd & RR 620
25. Bee Cave Road & Resaca
26. Ladera Blvd & RR 620

These services will be billed as an hourly service. If additional intersections are required, they can be added, but these intersections are the locations that have been recently transferred from the TxDOT Austin District to City of Bee Cave for Operations and Maintenance. If additional intersections are signalized within the City of Bee Caves the location would be included.

The Engineer will also coordinate with any subconsultants on the traffic signal controller and communication upgrades necessary to get all the traffic signals onto the City System for operation and maintenance. Any equipment failures or replacements recommended or required will be performed by a traffic signal contractor (ATS, Levy, MBITS, MICA, others) and will not be performed by the Engineer or under the direction of the Engineer. However, the Engineer can be available on an hourly basis to support controller/MMU replacements, detection programming, or signal sequence changes.

TASK 4: PROJECT MANAGEMENT (TASK 501) $10,000

The Engineer shall direct and coordinate the various elements and activities associated with developing the recommendations and signal timing modifications.

The Engineer shall prepare and maintain the detailed Project Work Schedule depicting the order of the various tasks, milestones, and deliverables to meet the response time for each citizen request.

The Engineer shall submit monthly invoices, as requested by the City including a monthly progress report.

The Engineer shall prepare subcontracts for subconsultants, direct and monitor subconsultants activities, review subconsultant work and invoices, and conduct monthly status meetings with subconsultants. The Engineer shall provide ongoing quality assurance and quality control to ensure completeness of product and compliance with the City procedures.

The Engineer shall attend two (2) meetings including a draft recommendations meeting and final recommendations meeting. The Engineer shall record and issue meeting minutes for all meetings, conferences, and conference calls attended by the Engineer to all attendees.

TASK 5: SUBCONSULTANT EXPENSE (TASK 504) $149,864

Pape-Dawson to utilize a Subconsultant (Paradigm Traffic Systems, Inc.) to provide traffic signal controller and communication upgrades.

Note: The above fee includes a 10% markup.

SUMMARY OF SCOPE AND FEES

All services under this task order will be billed on an hourly basis according to the fee schedule shown in Exhibit D. The fees shown below are an estimate based on the current understanding of the task. However, for each subsequent task order we can prepare an estimated fee for the task. The budget shown below will not be exceeded without prior written approval from the City.

I.	Traffic Signal Inventory and Field Observations	Task 290	*Lump Sum*	$10,000
II.	Existing Conditions Assessment & Timing Plan Development	Task 291	*Lump Sum*	$65,000
III.	On-Call Traffic Support Services	Task 292	*Hourly*	$15,000
IV.	Project Management	Task 501	*Hourly*	$10,000
V.	Subconsultant Expense	Task 504		$149,864
	Direct Expense (Traffic Counts)	Task 503	*Estimated*	$12,400
			Total:	**$262,264**

Note: If traffic counts are required, they will be billed at the rates shown in Exhibit E. All traffic counts will be performed by a subconsultant and billed as a direct expense.

EXHIBIT C

WORK SCHEDULE

The Engineer will commence work upon receipt of signed authorization or Notice to Proceed (NTP) from the City of Bee Cave. Our project schedule is as follows:

Phase	Start Date	End Date
Task 1	TDB	4 weeks from NTP (Estimated)
Task 2	TBD	10 Weeks
Task 3	As needed	As needed
Task 4	TBD	End of Assignment
Task 5	As needed	As needed

EXHIBIT D

SCHEDULE OF REPRESENTATIVE RATES

PAPE-DAWSON ENGINEERS

SCHEDULE OF REPRESENTATIVE RATES

Effective May 9, 2022

Classification	Fixed Hourly Rate	Maximum Hourly Rate
Executive Officer, Executive Vice President	425.00	
Senior Vice President	385.00	
Vice President	375.00	
Associate Vice President, Practice Leader, Senior Associate	360.00	
Design Leader, Principal Engineer, Senior Project Manager, Program Control		360.00
Project Manager, Senior Project Engineer		280.00
Assistant Project Manager, E.I.T., Project Engineer, Designer		220.00
Project Coordinator/Planner		260.00
Construction Inspector		190.00
Technician		180.00
Sr. Envir. Scientist / Geologist / Archaeologist		300.00
Project Envir. Scientist / Geologist / Archaeologist		170.00
Staff Envir. Scientist / Geologist / Archaeologist		135.00
Survey Manager		350.00
Project Surveyor		270.00
S.I.T., Survey Technician		180.00
Geospatial Staff		180.00
GIS Manager		330.00
GIS Analyst		210.00
Administrative Assistant		170.00
Operations/Clerical		130.00
Survey Crew (4 person) with equipment	330.00	
Survey Crew (3 person) with equipment	290.00	
Survey Crew (2 person) with equipment	220.00	
LiDAR Mapping	650.00	

EXHIBIT E

TRAFFIC COUNT COSTS

Traffic Count Description	UNIT COST	QTY	TOTAL COST
12-hour Turning Movement Count (per intersection)	$ 1,350.00	6	$ 8,100.00
4-hour Turning Movement Count (per intersection)	$ 400.00	7	$ 2,800.00
24-hour Volume/Classification/Speed Count (per location)	$ 300.00	5	$ 1,500.00
		TOTAL	**$ 12,400.00**

Traffic Count Unit Costs do not include mileage. Mileage will be billed at the current state rate.

EXHIBIT F

PROPOSAL - PARADIGM

PARADIGM Traffic Systems

P.O. Box 5508 – Arlington – Texas – 76005-5508
817.831.9406 – fax 817.831.9407
Estimating@Paradigmtraffic.com
www.paradigmtraffic.com

QUOTATION

TO: Pape-Dawson Engineers Inc.
911 Central Parkway N Ste 400
San Antonio, TX 78232
attn: Justin Clark
ph: 210-375-900
email Jclark@pape-dawson.com

RFQ: Pape-Dawson Engineers Inc.
City of Bee Caves
LETTING DATE: 4/17/2023
DISTRICT: Q32099DJ
CONTROL #: Q32099DJ
CSJ #: Q32099DJ

DATE	SLSMN	DELIVERY OF MATERIAL	FREIGHT	SHIP VIA	F.O.B	TERMS	QTE NUMBER
4/17/2023	DJ	60 - 75 Days ARO	PPD & Allowed	Best Way	Destination	Net 30	Q32099DJ

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		PLEASE SEE NOTES THROUGHOUT THIS QUOTE		
1	7	Econolite Cobalt C Controller with EOS software, 8Mb Data Key	$3,120.00	$21,840.00
2	13	Applied Information AI-500-085-02, Preempt/Priority FMU2 w/Glance Software & Configuration, & 10-Year Connectivity Plan w/Video & Passthrough	$8,800.00	$114,400.00
		ALL MATERIALS MEET TXDOT SPECIFICATIONS.		
		For any questions, comments or concerns, Please email us at : Estimating@Paradigmtraffic.com		
			TOTAL	**$136,240.00**

***This quote is valid for *60 days*. Thereafter it is subject to change without notice.**
*Thank you for the opportunity to submit a proposal to you on this equipment. Please reference this quotation (by Quote Number) when placing order. If you have any questions, please call or send a fax to me.
*When sending RFQ's, PO's or RFI's, please send to
ESTIMATING@PARADIGMTRAFFIC.COM

OFFERED BY:

Dan Jaynes
Paradigm Traffic Systems, Inc.
Estimating@paradigmtraffic.com
Federal ID# 75-2520341

32099DJ, Master 4-17-23

Contract No. _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR THE INSTALLATION AND REIMBURSEMENT FOR THE OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS WITHIN A MUNICIPALITY

THIS AGREEMENT is made by and through the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Bee Cave, hereinafter call the "City," acting by and through its duly authorized officers, as evidenced by Resolution/Ordinance No. 2022-02, executed on May 18, 2022, hereinafter acknowledged by reference.

WITNESSETH

WHEREAS, by virtue of a Municipal Maintenance Agreement entered into by the City and the State on the 18th day of May, 2022, the State has been authorized to maintain certain highway routes within the City; and

WHEREAS, from time to time the City requests the State to install traffic signals on certain highways within the City; and

WHEREAS, the State under the provisions of Title 43, Texas Administrative Code, Section 25.5 has authority to install, operate and maintain traffic signals on freeway type highways in all cities and on other highway routes in cities of less than 50,000 population (latest Federal Census); and

WHEREAS, the City requests the State to assume the installation, operation, and maintenance responsibilities of the signalized intersections as shown in EXHIBIT 1, attached hereto and made a part of this Agreement; and

WHEREAS, the City agrees to maintain and operate the signalized intersections with the State reimbursing the City for all maintenance and operations costs at a flat rate per location as shown on Exhibit 3.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

AGREEMENT

Article 1. CONTRACT PERIOD

This Agreement becomes effective when fully executed by the City and the State and shall remain in force for a period on one year from the date of final execution by the State and shall be automatically renewed annually for a one year period, unless modified by mutual agreement of both parties, or terminated as hereinafter provided.

Article 2. CONSTRUCTION RESPONSIBILITIES

A. The State shall prepare or cause to be prepared the plans and specifications, advertise for bids, let the construction contract, or otherwise provide for the construction of new traffic signals and/or reconstruction of existing traffic signals (including, at the State's option, any special auxiliary equipment, interconnect and/or communication material, and equipment), and will supervise construction, reconstruction, or betterment work as required by said plans and specifications. As a project is developed to construction stage, either as a unit or in increments, the State will submit plans and specifications of the proposed work to the City and will secure the City's consent to construct the traffic signal prior to awarding the contract; said City consent to be signified by the signatures of duly authorized City officers in the spaces provided on the title sheet of the plans containing the following notion:

"Attachment No. _____ to "Agreement for the Installation and Reimbursement for the Operation and Maintenance of Traffic Signals Within a Municipality," dated_____. The City-State construction, maintenance, and operation responsibilities shall be as heretofore agreed to, accepted, and specified in the Agreement to which these plans are made a part."

B. All costs of construction and/or reconstruction of new and existing traffic signals will be borne by the State, and the traffic signal system will remain the property of the State.

Article 3. MAINTENANCE, OPERATION, AND POWER RESPONSIBILITIES

A. The State shall be responsible for all electrical power costs for the operation of the traffic signals covered by this Agreement and shown on Exhibit 1. Power costs shall be billed as specified in Exhibit 2, "Traffic Signal Maintenance and Operations Provisions."

B. The City will provide a trained staff to maintain and operate the traffic signals shown on Exhibit 1, and the State will reimburse the City at the flat rate shown in Exhibit 3 for parts and labor. All repairs shall be prioritized based on public safety and made as soon as possible.

C. The City shall maintain and operate the traffic signals in accordance with the minimum requirements specified in Exhibit 2.

D. The City shall maintain at least one log of all emergency calls and all routine maintenance.

E. Routine maintenance will be performed by the City as specified in Exhibit 2.

Article 4. COMPENSATION

A. The maximum amount payable under this Agreement is $ _____ $90,552.00 per year.

B. Calculations for the above lump sum amount shall be shown in Exhibit 3, attached hereto and made a part of this Agreement for maintaining and operating the traffic signal installations covered under this Agreement.

C. The addition or deletion of traffic signals shall be made by supplemental agreement.

Article 5. PAYMENT

A. The State agrees to reimburse the City at the flat rate shown in Exhibit 3 for maintenance and operations costs for the traffic signals described in Exhibit 1. The City shall submit to the State Form 2557, "Billing Worksheet," or an invoice statement acceptable to the State on a (monthly/quarterly/annual) basis. An original Form 2557or acceptable invoice and four copies shall be submitted to the following address:

Texas Department of Transportation
Attn: Signal Shop 7901 N IH 35 Austin, Tx 78753

B. The City shall maintain a system of records necessary to support and establish the eligibility of all claims for payment under the terms of this Agreement. These records may be reviewed at any time to substantiate the payment by the State and/or determine the need for an adjustment in the amount paid by the State.

C. The State shall make payment to the City within 30 days from receipt of the City's request for payment, provided that the request is properly prepared.

D. Knockdowns or damage resulting from an accident or an act of God and which require emergency replacement of major equipment shall not be included in the (monthly/quarterly/
annual) payments. For eligibility of payment for emergency replacement of major equipment, actual cost shall be submitted to the State for review and determination of reimbursement eligibility.

E. Payment for the addition or deletion of a traffic signal installation shall be made by supplemental agreement.

Article 6. INDEMNIFICATION

The City acknowledges that it is not an agent, servant or employee of the State and, thus, is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work defined in this agreement.

Article 7. TERMINATION

A. This Agreement may be terminated by any of the following conditions:

(1) By mutual agreement and consent of both parties.

(2) By the State upon thirty (30) days written notice to the City for failure of the City to provide adequate maintenance and operation services for those traffic signal installations which the City has agreed to maintain and operate.

(3) By the State upon sixty (60) days written notice to the City that the State will assume operation and maintenance at the end of the one (1) year period of this contract.

(4) By the City upon one hundred twenty (120) days written notice of the State.

B. In the event this Agreement is terminated by any of the above conditions, the maintenance and operation of the traffic signal systems shall become the responsibility of the State. Any State owned equipment being held by the City shall be promptly returned within 30 calendar days to the State upon termination of this Agreement.

Article 8. SUBLETTING

The City shall not sublet or transfer any portion of the work under this Agreement unless specifically approved in writing by the State. All subcontracts shall include the provisions required in this contract and shall be approved in writing by the State.

Article 9. AMENDMENTS

Changes in the character, costs, provisions, in the attached exhibits, responsibilities, or obligations authorized herein shall be enacted by written amendment. An amendment to this Agreement must be executed by both parties.

Article 10. SUCCESSORS AND ASSIGNS

The State and the City bind themselves, successors, assigns, and legal representatives to the other party to this Agreement and the successors, assigns, and legal representatives of such other party to all covenants and provisions provided herein. Furthermore, the City shall not assign, sublet, or transfer any interests in this Agreement without the written consent of the State.

Article 11. LEGAL CONSTRUCTION
In the case 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 any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Article 12. STATE AUDITOR
The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 13. DOCUMENTS At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 14. PRIOR AGREEMENTS SUPERSEDED
This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Each party is signing this agreement on the date stated next to that party's signature.

THE CITY OF BEE CAVE
Executed on behalf of the City by:

By_____ Date 11-30-22

Typed or Printed Name and Title Clint Garza
City Manager

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____ Date_____
District Engineer

EXHIBIT 1 - LOCATIONS

Equipment	Hwy	Location	Type
Traffic Signal	RM 2244	Resaca Blvd	Span Wire
Traffic Signal	RM 2244	Bee Cave Pkwy	Span Wire
Traffic Signal	SH 71	Spanish Oaks Club Blvd	Mast Arm
Traffic Signal	SH 71	RM 2244	Span Wire
Traffic Signal	SH 71	Galeria Pkwy	Span Wire
Traffic Signal	SH 71	RM 620	Mast Arm
Traffic Signal	SH 71	RM 3238 / Hamilton Pool Rd / Bee Cave Pkwy	Mast Arm
Traffic Signal	SH 71	Joint Access Rd	Mast Arm
Traffic Signal	SH 71	Vail Divide	Mast Arm
Traffic Signal	RM 620	Bee Cave Pkwy	Span Wire
Traffic Signal	RM 620	Ladera	Mast Arm
Traffic Signal	RM 620	Falcon Head	Mast Arm
Speed Feedback Sign	SH 71	WB Before Spanish Oaks	Roadside, Solar
Speed Feedback Sign	SH 71	EB Before Hamilton Pool Rd	Roadside, Solar
School Zone Beacon	RM 3238	WB for Bee Cave Elementary	Roadside, Solar
School Zone Beacon	RM 3238	EB for Bee Cave Elementary	Roadside, Solar
Flashing Beacon	SH 71	WB Signal Advance for Spanish Oaks	Roadside, Solar
Flashing Beacon	SH 71	EB Signal Advance for Spanish Oaks	Roadside, Solar
Flashing Beacon	SH 71	EB Signal Advance for RM 620	Roadside, Solar
Flashing Beacon	SH 71	WB Signal Advance for Joint Access	Roadside, Solar
Flashing Beacon	SH 71	WB Signal Advance for Vail Divide	Roadside, Solar
Flashing Beacon	SH 71	EB Signal Advance for Vail Divide	Roadside, Solar
Flashing Beacon	RM 620	NB Curve Warning, South of Falcon Head	Roadside, Solar
Flashing Beacon	RM 620	SB Curve Warning, North of Falcon Head	Roadside, Solar
Flashing Beacon	RM 3238	WB near SH 71, High Water	Roadside, Solar

EXHIBIT 2

TRAFFIC SIGNAL MAINTENANCE AND OPERATION PROVISIONS

The maintaining and operating city agrees to:

1. Unless specifically noted elsewhere in this agreement, the signal timing and operational phasing shall be the responsibility of the city.

2. Inspect the highway traffic signal system a minimum of once every 12 months and replace burned out lamps or damaged sockets as may be required. Police, citizen, or other reports of burned out lamps or other damage, which could jeopardize safety, shall be repaired or replaced as soon as possible after the report, depending on the nature of the report. Otherwise, appropriate steps shall be taken to protect the public. The reflector and lens should be cleaned each time a lamp is replaced. All replacement lamps shall equal the wattage and type of the existing lamp.

3. Keep signal poles, controller pedestals, and foundations in alignment.

4. Keep signal poles and controller cabinets tight on their foundation(s) or pedestal(s).

5. Keep traffic and pedestrian signal heads aligned and properly adjusted Repair back plates where needed.

6. Check the controllers, conflict monitors, detector units, relays, pedestrian push buttons, and detectors a minimum of once every 12 months to ascertain that they are functioning properly and make all necessary repairs and replacements.

7. Keep interior of controller cabinets in a neat and clean condition at all times.

8. Clean reflectors, lenses, and lamps a minimum of once every twelve months.

9. Repaint all corrosive susceptible highway traffic signal components exposed to weather with a non-lead based paint as needed in order to maintain a well kept appearance in the opinion of the Texas Department of Transportation's representative. Plastic signal heads and galvanized and aluminum components are excluded.

10. Group relamp and incandescent lamps of all highway traffic signal heads at the expiration of the average rated lamp life or replace the lamps on a burn out basis.

11. Repair or replace any and all equipment that malfunctions or is damaged.

12. Provide alternate traffic control during a period of failure or when the controller must be repaired. This may be accomplished through installation of a spare controller, placing the intersection on flash, manually operating the controller, or manually directing traffic through the use of proper authorities. In addition, barricades and warning signs shall be provided in accordance with the requirements of the latest edition of the *Texas Manual on Uniform Traffic Control Devices.*

13. Provide maintenance personnel trained in the maintenance of traffic signal equipment who will be available to respond to emergency calls from authorized parties 24 hours a day, including Saturdays, Sundays, and holidays.

14. Provide the State and local law enforcement agencies the location and respective names and telephone numbers of individuals responsible for emergency maintenance.

15. Document routine observations during the year by trained City personnel of the traffic signal operation at each traffic signal during various times of the day to assure fair distribution of time and for all traffic movements (phases) during varying traffic conditions.

16. Check cabinet filter a minimum of once every six months and clean if necessary. Cabinet filter shall be replaced every two years.

17. Document all checks and corrective actions in a separate log book for each intersection.

18. In metropolitan cities where Intelligent Transportation Systems and/or incident management systems are being implemented the signal timing will be the responsibility of the City in cooperation with the Texas Department of Transportation.

Traffic accidents, inclement weather, special events, maintenance, and construction activities are a few of the causes of nonrecurrent congestion. Nonrecurrent congestion often changes the normal traffic demand patterns. Effective and efficient movement of traffic through the transportation network during periods on nonrecurrent congestion must be considered in the design and operation of all traffic management systems, including traffic signal systems. Priority should be given to freeway or expressway frontage roads when nonrecurrent congestion occurs on freeway or expressway mainlanes.

Power costs shall be billed directly to the State.

EXHIBIT 3

Actuated signals at conventional intersections and at tee intersections shall be reimbursed at $475.00 per intersection per month ($5,700 per year).

Calculations: 12 signals x $475.00 = $5,700 per month ($68,400 per year)

Roadside beacons shall be reimbursed at $142.00 per beacon per month ($1,704 per year).

Calculations: 11 beacons x $142.00 = $1,562 per month ($18,744 per year)

Speed feedback signs shall be reimbursed at $142.00 per sign per month ($1,704 per year).

Calculations: 2 signs x $142.00 = $284 per month ($3,408 per year)

Total reimbursed amount = $7,546.00 per month ($90,552.00 per year)

City Council Meeting
5/23/2023
Agenda Item Transmittal

Agenda Item:	**9.**
Agenda Title:	**Discuss and consider action on a Community Development Block Grant Cooperative Agreement between Travis County 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 item is to allow council discussion and possible action regarding Bee Cave participation in the Travis County Community Block Development Program.

2. DESCRIPTION/JUSTIFICATION

a) Background

Travis County is entering it's 3 year requalification period with HUD and smaller jurisdictions within Travis County are now eligible for inclusion in the program.

b) Issues and Analysis

Under the program, low to moderate income households within the service area are eligible for financial assistance if the governing jurisdiction approves participation in the County's program.

Requirements of City staff for participation are minimal as Travis County is responsible for management and operation within state and federal requirements.

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
Renewal Notice	Backup Material
Agreement	Backup Material
HUD Certification	Backup Material

TRAVIS COUNTY HEALTH and HUMAN SERVICES and AgriLife Extension
5325 Airport Blvd.
P. O. Box 1748
Austin, Texas 78767

Pilar Sanchez
County Executive
(512) 854-3460
Fax (512) 854-4115

SENT VIA EMAIL AND MAIL

April 17-21, 2023

Mayor
Kara King
City of Bee Cave
4000 Galleria Parkway
Bee Cave, TX 78738

Re: Travis County Urban County 3-Year Requalification Period Notice (FY 2024-2026)

Dear Name:

In 2006, Travis County was identified as an Urban County Entitlement for the Community Development Block Grant (CDBG) Program through the U.S. Department of Housing and Urban Development (HUD). The County has received CDBG funding for the past seventeen (17) years and has allocated those funds to assist low- and moderate-income individuals and households residing in the unincorporated areas of the County and small participating cities. As of 2023, the Villages of Webberville and San Leanna as well as the cities of Bee Cave, Creedmoor, Lago Vista, and West Lake Hills are included in the CDBG service area. Thus far, projects include the planning for and the improvement of infrastructure, including streets and water access; acquisition of land necessary for increasing affordable housing; rehabilitation of homes to improve the safe and decent housing stock; parks; homebuyer assistance to respond to the tightening mortgage credit market; increasing access to fair housing and tenant's rights counseling; and improving access to social services.

In accordance with HUD regulations, every three (3) years urban counties receiving CDBG funds must re-affirm their urban county entitlement status. As part of the qualification process, Travis County notifies cities and villages within Travis County of the opportunity to participate in the Travis County CDBG program.

To remain eligible to receive CDBG funds, Travis County is in the process of renewing its urban county status for fiscal years 2024-2026. The timeline for completion of this work is as follows:

Timeline for Urban County Participation Response Timeframe	
Action Needed	**Due Date**
Notification to All Cities: Opportunity to Participate • Notices emailed to all cities on 4/17/23 • Notices mailed to cities no later than 4/21/23	**April 17-21, 2023**
Response Due from all Cities • Metropolitan City Response Due • Standard Small City Response Due • Split Place City Response Due	**May 15, 2023**
Elections to be Included/Excluded • Elections via Smartsheet Responses Forms Due	**May 15, 2023**
Letter of Intent from Mayor • Required for all cities seeking to be Included	**May 15, 2023**
Travis County to Provide Cooperation Agreements to Cities • Provided only to cities seeking to be Included	**May 16, 2023**
Council Approval and Execution of Cooperative Agreement by Cities/Villages	**No later than June 12, 2023**
Certified/Approved Minutes from Council Meeting	**No later than June 30, 2023**
Execution of Cooperative Agreement by TCCC	**No later than July 11, 2023**
Travis County submits all required documents to HUD • Survey Responses • Notice Letters • Legal Opinion • Cooperation Agreements	**August 4, 2023**

*Travis County Commissioners Court (TCCC)

For those cities and villages that choose to participate with Travis County, doing so will allow low-to-moderate income residents to access the CDBG-funded projects. These projects may include owner occupied home rehabilitation program, septic system repairs, infrastructure improvements, or other programs that may be in place at the time. Furthermore, participating cities will be able to submit project proposals for consideration. Finally, participation will prevent those municipalities from applying to the State for CDBG funds, and possibly other state funding sources. For more information on the County's CDBG Program, please see the attached handout.

The execution of a Cooperation Agreement is required to join Travis County's Urban County. Further, your jurisdiction will be included in the County's efforts to Affirmatively Further Fair Housing. The Cooperation Agreement is currently under review by the County Attorney's Office and will be ready soon so it may be sent shortly after the form and signed letter from the Mayor and City Council is provided. A signed letter from an interested city's Mayor and City Council is required to ensure each city's governing body or decision-makers are aware, in agreement, and have given consent for the execution of a Cooperation Agreement. Once approved, certified approved minutes from each participating city must be provided before a cooperation agreement will be placed before the Travis County Commissioners Court for consideration and approval.

If you have questions about this notice, please contact Isabel de Katona, CDBG Senior Planner for more details. Ms. de Katona can be reached via email at cdbg@traviscountytx.gov or by phone at 512-854-1877. **Please complete the urban county election response using the link provided below to provide your city's written response to state its interest to be included or excluded from the Travis County CDBG Program.**

Small City Response Form:	https://app.smartsheet.com/b/form/b549b58ff5bb40bb95dcf9baf6bdb70f

Please complete the response survey using the link above as soon as possible, but no later than May 15, 2023. Ms. de Katona will follow up with each of you to confirm receipt of this letter and confirm your entity's interest in participating in the Travis County's Urban County CDBG Program.

If you have additional questions, please do not hesitate to contact Monique Coleman, CDBG Planning Manager, at 512-854-1604 or myself at 512-854-4101.

Regards,

Pilar Sanchez
County Executive
cc: Monique Coleman, MPA, MCRP, CDBG Planning Manager

Travis County's Community Development Block Grant (CDBG) Program has been operational since October 2006. CDBG targets low- and moderate-income areas, as defined by HUD's Area Median Income guidelines, with few exceptions. Below is a summary of the current program and the requirements for participation.

CDBG PROGRAM OVERVIEW

The Community Development Block Grant (CDBG) initiative is a federal grant program administered by the U.S. Department of Housing and Urban Development (HUD). It provides annual grants to cities and counties to carry out community development activities aimed at revitalizing neighborhoods, improving affordable housing options, and providing improved community facilities and services.

Based on its population, in 2006, Travis County qualified as an urban county, a federal designation which afforded the County the opportunity to apply for CDBG funds. That year, Travis County applied for and received CDBG funds for the first time and has continued to receive funding for the past fourteen years. The County's annual allocation is based on a HUD-designed formula that takes into account the county's population size, poverty rate, housing overcrowding, and age of housing.

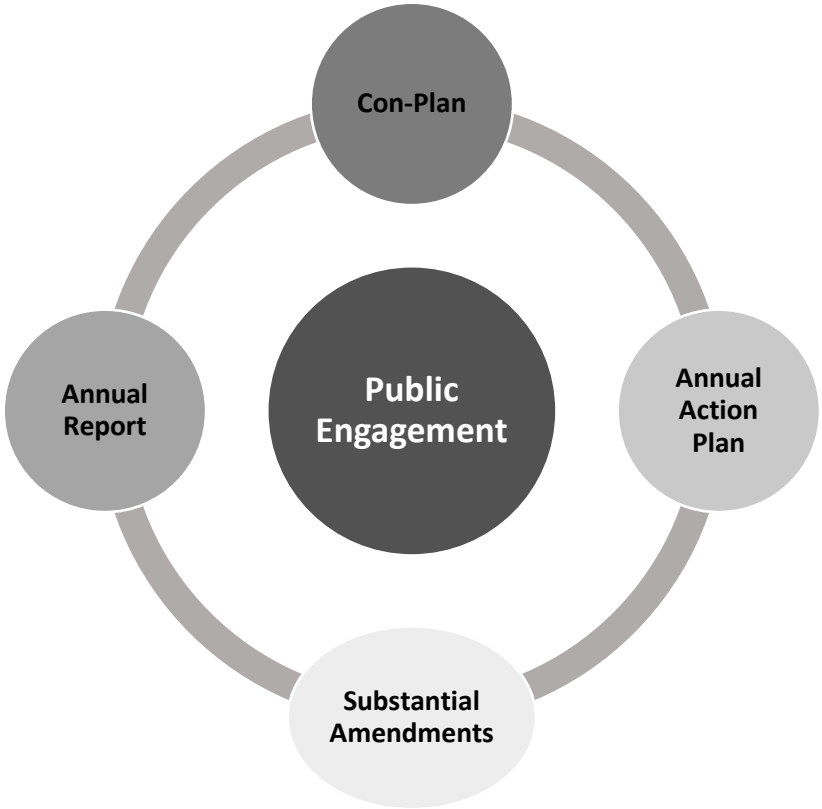
Usage of CDBG funds must meet a number of parameters set nationally by HUD and locally by the County. Federal regulation requires that a minimum of 70% of the CDBG funds focus on projects for low- to moderate-income residents. Additionally, Travis County's allocation specifically targets residents living in the unincorporated areas of the county and the Villages of Webberville and San Leanna. To be eligible, the activities must meet one of the following HUD national objectives:

- Benefit low- and moderate-income persons;
- Aid in the prevention or elimination of slums and blight; or
- Address other community development needs that present a serious and immediate threat to the health and welfare of the community.

The administration of the CDBG program follows a cycle that includes the drafting of a Consolidated Plan, an Action Plan, and an annual evaluation. The Consolidated Plan (ConPlan) identifies the County's community and housing needs and outlines the strategies to address those needs over a three-, five-, or six-year period. The Annual Action Plan (AP) defines the specific activities to be undertaken during each program year (PY) to address the priorities established in the ConPlan. An evaluation is conducted annually to assess yearly accomplishments. The evaluation is called the Consolidated Annual Performance Report (CAPER). Changes made to the Consolidated Plan and Action Plans require formal amendments; if substantial enough, these amendments must go through a public input process.

The following figure is a simplified visual representation of the CDBG cycle. As shown, citizens have a central role in setting the priorities to be addressed and defining projects to tackle identified needs.

Figure 1: CDBG Cycle



Travis County Health and Human Services is the lead agency designated by the County to administer the CDBG grant and the single point of contact with HUD.

COUNTY PRIORITIES FOR PROGRAM YEARS 2019 THROUGH 2023

At present, CDBG staff is working under the ConPlan which covers Program Years 2019-2023. The Travis County Commissioners Court (TCCC) approved the PY 19-23 ConPlan in August 2019. Planning is underway for the PY24-28 ConPlan period; priorities for this period have not been determined at this time. Categories ranked as high priority indicate areas of certain investment over the next five years, while categories ranked low priority indicate areas of possible investment. Below is a table that identifies the high and low priorities.

Prioritization of Categories for the PY 2019-2023 Consolidated Plan	
Category	**Priority**
Infrastructure	High

Housing	High
Community Services	Low
Populations with Specialized Needs / Services	Low
Public Facilities	Low
Business & Jobs	Low

Since 2006, Infrastructure and Housing have consistently been identified as high priorities. Traditionally, only high priority projects get funded, with few exceptions.

QUESTIONS ABOUT PARTICIPATION

Will our municipality be guaranteed funding?

No. Projects for participating cities would go through a competitive process for consideration. That being said, low-to-moderate income residents in participating cities would be able to apply for current or future projects that are not neighborhood- or place-based. The Travis County Owner Occupied Home Rehabilitation and Septic Tank programs ***are examples of such projects***. These programs will be administered by a subrecipient, who will be responsible for developing the scope of work, bidding the project, construction and contractor management, and close-out for each home.

When would our municipality be able to compete for funding?

The cycle begins with the Federal Fiscal Year 2024 and continues through 2026. As summarized in the table below CDBG Program Years (PY) 2023-2025 corresponds with federal Fiscal Years (FY) 24-26.

Urban County Timeframe October 1, 2023 – September 30, 2026	
CDBG Program Year (PY)	Federal Fiscal Year (FY)
Year 1 - PY 23	FY 23-24 (FY 24)
Year 2 - PY 24	FY 24-25 (FY 25)
Year 3 - PY 25	FY 25-26 (FY 26)

Would our municipality have to develop CDBG capacity and administration expertise?

We have not had a participating city apply for funding to date. Based on the complexity of the program, it is possible that the County would manage the project; however, that decision can be made on a case-by-case basis.

What is the County's funding history with CDBG?

PY 2006 $838,659	PY 2007 $848,245	PY 2008 $833,133	PY 2009 $866,380
PY 2010 $942,749	PY 2011 $790,136	PY 2012 $896,341	PY 2013 $855,534
PY 2014 $997,649	PY 2015 $1,075,760	PY 2016 $1,087,585	PY 2017 $1,108,778
PY 2018 $1,205,291	PY 2019 $1,164,241	PY 2020 $1,190,916	PY 2021 $1,264,331
PY 2022 $1,296,262	PY 2023 $ 1,398,407		

COMMUNITY DEVELOPMENT BLOCK GRANT
COOPERATIVE AGREEMENT BETWEEN
TRAVIS COUNTY AND
THE CITY OF BEE CAVE

This Community Development Block Grant ("CDBG") Cooperative Agreement ("Agreement") is entered into by and between Travis County ("County") a political subdivision of the State of Texas, and the City of Bee Cave, Texas ("City") (which term shall also include a village, if applicable), an incorporated municipality within the geographical boundaries of County, referred to in this Agreement individually as a "Party" or collectively as the "Parties."

RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Section 81.027, and other statutes) and County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes), and provision of the above services constitutes a public purpose.

Travis County Health and Human Services ("Department") has the authority to perform all public health functions that County can perform through TEX. HEALTH & SAFETY CODE ANN., Section 121.032.

Title I of the Housing and Community Development Act of 1974, as amended through the Housing and Community Act of 1992 ("Act"), establishes a program of community development block grants for the specific purpose of developing viable communities by providing decent housing and suitable living environment and expanding economic opportunities principally for low and moderate income individuals.

County has entered into a grant agreement with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a CDBG grant program pursuant to Title I of the Housing and Community Development Act of 1974 ("Act"), as amended, and the rules and regulations promulgated by HUD governing the conduct of CDBG programs, 24 Code of Federal Regulations ("CFR") Part 570, as amended, ("Regulations").

County has been designated an "Urban County" by HUD, entitled to a formula share of CDBG funds provided County; and CDBG regulations require counties to re-qualify as an Urban County under the CDBG program every three years.

County has the authority to administer or otherwise engage in community and economic development projects authorized under HUD and authorized by Title I of the Act or under any federal law creating community development and economic development programs (including Texas Local Government Code, Chapter 381).

County has received and is responsible for administration of grant funds made available through the Act.

County has received certain funds from HUD under the Act for utilization in connection with its CDBG program.

Department is the County's designated administrator for HUD grants governed by regulation codified under Title 24, Code of Federal Regulations.

County has adopted Annual Action Plans for HUD as part of its Consolidated Plan.

Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperative agreements with local governments for essential Community Development and Housing Assistance activities.

Through cooperative agreements, County has the authority to carry out activities funded from annual CDBG allocations from Federal Fiscal Year 2024 through 2026 appropriations and from any program income generated from the expenditure of such funds.

County is not obligated by any cooperative agreement to select projects for CDBG funding from any cooperating jurisdiction and funds will be allocated on a competitive basis as determined by County.

City desires to become a participating unit of general local government in connection with Travis County's Urban County CDBG program ("County's Program").

County desires that City becomes a participating unit of general local government in connection with County's Program.

County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities under the following terms:

1.0 GENERAL PROVISIONS

1.1 County Authority. This Agreement gives County authority to undertake, or assist in undertaking, activities that will be funded from the CDBG program and from any program income generated from the expenditure of such funds.

1.2 City/County Cooperation. County and City agree to cooperate, to undertake or to assist in undertaking community renewal and lower-income housing assistance activities.

1.3 Programs. This Agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership ("HOME") and Emergency Shelter Grants ("ESG") Programs.

1.4 Recitals. The Parties agree that the information in the Recitals is true and correct and a part of this Agreement.

1.5 Authorization. By signature of this Agreement, the governing bodies of County and City authorize this Agreement.

2.0 TERM

2.1 Effective Period. This Agreement is effective the date it is signed by both Parties, and remains in effect until CDBG (and where applicable, HOME and ESG) funds and program income received for Federal Fiscal Years 2024 through 2026, and to any successive qualification periods provided through the automatic renewal of this Agreement are expended and the funded activities completed. Neither County nor City may terminate or withdraw from this Agreement while the Agreement remains in effect.

2.2 Renewal. The Parties understand and agree that this Agreement will automatically be renewed for participation in successive three-year qualification periods, unless County or City provides written notice it elects not to participate in a new qualification period.

2.3 **Notice to Participate.** County will notify City by letter pursuant to Section 2.3.1 of this Agreement of its right not to participate in the County's Program on the date specified by HUD in HUD's urban county qualification notice ("HUD Notice") for the next three-year qualification period. City will notify County by letter pursuant to Section 2.3.1 of this Agreement no later than the date specified in County's notification that City elects not to participate in the County's Program for the next three-year qualification period. County will send copies of all notifications required by this Section 2.3 to the HUD Field Office by the date specified in the HUD Notice.

2.3.1 **Notice.** Official notice pursuant to this Agreement, including, but not limited to amendments or changes applicable for a subsequent three-year urban county agreement shall be sent by letter through certified mail or email, as applicable:

For City:

Clint Garza
City Manager
4000 Galleria Parkway
Bee Cave, TX 78738
cgarza@beecavetexas.gov

For County:

Pilar Sanchez
County Executive, Health and Human Services
P.O. Box 1748
Austin, Texas 78767
Pilar.Sanchez@traviscountytx.gov

2.4 **Amendment to Qualification.** Any amendments or changes contained within the HUD Notice applicable for a subsequent three-year urban county qualification period must be adopted by County and City, and submitted to HUD as provided in the HUD Notice. Failure by either party to adopt such an amendment to the Agreement will void the automatic renewal of this Agreement.

3.0 COUNTY RESPONSIBILITIES AND AGREEMENTS

3.1 **Fair Housing Certification.** County will not fund activities in support of any cooperating unit of general government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

3.2 **Subrecipient Agreements.** Prior to disbursing any CDBG program funds to a subrecipient, County will sign a written agreement with such subrecipient.

3.3 **Program Requirements.** County is responsible for ensuring that CDBG funds are used in accordance with all program requirements, including monitoring and reporting to HUD on the use of program income.

4.0 CITY RESPONSIBILITIES AND AGREEMENTS

4.1 **City Election to Participate.** City, by executing this Agreement, gives notice of its

election to participate in County's Program.

4.2 City Limitation.

4.2.1 No Application. By executing this Agreement, City understands and agrees that it will not apply for grants under the State CDBG Program from appropriations for the federal fiscal years during the period in which it is participating in County's Program.

4.2.2 No Other Participation. By executing this Agreement, City understands and agrees that it may receive a formula allocation under the HOME Program only through the County; that City will not participate in a HOME consortium except through County, regardless of whether or not County receives a HOME formula allocation; and that if County does not receive a HOME formula allocation, City cannot form a HOME consortium with other local governments.

4.2.3 Allocation. By executing this Agreement, City understands and agrees that it may receive a formula allocation under the ESG Program only through County. Currently, it is understood that County does not receive any ESG formula allocation. This does not preclude County or City from applying to the State for ESG funds, if the State allows.

4.3 Income Report. City agrees to inform County of any income generated by the expenditure of CDBG funds received and that any such program income must be paid to County to be used for eligible activities in accordance with all CDBG program requirements.

4.4 City Policies. City agrees that it has adopted and will maintain and enforce: a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent, civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrances to or exit from a facility or location which is the subject of such non-violent, civil rights demonstrations within the jurisdiction.

4.5 Request for Inclusion. City supports the application for and receipt of funding from the Act, as amended, by County, and asks that its population be included for three successive years (or the remaining term of the Grant period for County, if less than three years) with that of County to carry out Community Development Program Activities Eligible for Assistance under Public Law 93-383, and authorizes the Mayor of City to sign such additional forms as requested by HUD pursuant to the purposes of this Agreement.

4.6 Final Responsibility. City understands that County will have final responsibility for selecting CDBG (and, where applicable, HOME and ESG) projects, submitting the Consolidated Plan to HUD and filing annual grant reports and requests.

4.7 Fair Housing Support. City agrees that CDBG funding for activities in, or in support of City are prohibited if City does not affirmatively further fair housing within its own jurisdiction or impedes County actions to comply with its fair housing certification.

4.8 City Plan. City will develop a community development plan for the period of this Agreement which identifies community development and housing needs, enumerated as eligible activities under 42 U.S.C. Sec. 5305, and specifies both short and long-term community development objectives.

4.9 Subrecipient Requirements. In accordance with 24 CFR 570.501(b), City agrees that City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

4.10 **Good Faith Performance.** City agrees to act in good faith and with due diligence in performance of City obligations and responsibilities under this Agreement and under any subrecipient agreements. City further agrees that it will fully cooperate with County in all things required and appropriate to comply with the provisions of any grant agreements received by County pursuant to the Act and its Regulations.

4.11 **Citizen Participation.** City agrees to comply with applicable federal citizen participation requirements, including those in 24 CFR 570.301.

4.12 **City Records.** City agrees to maintain records of activities for any projects undertaken pursuant to the program and said records shall be open and available for inspection by auditors assigned by HUD and/or County on reasonable notice during the normal business hours of City.

4.13 **HUD Form.** City agrees to execute Attachment A, HUD 424-B, Assurances and Certifications.

5.0 JOINT RESPONSIBILIIIES AND AGREEMENTS

5.1 **Certification Compliance.** County and City will comply with the applicable provisions of the Act and those federal regulations promulgated by HUD pursuant to the Act, as the same currently exists or as may be amended. County and City shall take all actions necessary to ensure compliance with County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152, available at https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications. County and City shall also take all actions necessary to ensure compliance with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws.

5.2 **County Requirements.** In accordance with 24 CFR 570.501(b), the Parties agree that Travis County is responsible for ensuring that CDBG funds are used in accordance with all program requirements, including monitoring and reporting to HUD on the use of program income, and that, in the event of close-out or change in status of City, any program income that is on hand or received subsequent to such close-out or change in status, shall be paid to County; and that the use of designated public agencies, subrecipients or contracts does not relieve Travis County of the responsibility for ensuring that CDBG funds are used in accordance with all program requirements.

5.3 **Adequacy of Performance.** The Parties agree that Travis County is responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts, and for taking appropriate action when performance problems arise, such as the actions described in 24 CFR 570.910; and that, where a city is participating with, or as part of Travis County Urban County, as a participating unit, or as part of a metropolitan city, the County is responsible for applying to the unit of general local government the same requirements as are applicable to subrecipients, except that the five-year period identified under 24 CFR 570.503(b)(8)(i) shall begin with the date that the unit of general local government is no longer considered by HUD to be a part of the metropolitan city or urban county, as applicable, instead of the date the subrecipient agreement expires.

5.4 **Compliance.** County and City will take all actions necessary to assure compliance with

County's certifications required by Section 104(b) of Title I of the Act. County and City will comply with the provisions of the following: National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968; and Title 24 Code of Federal Regulations part 570; the Fair Housing Act; Cranston-Gonzales National Affordable Housing Act (Public Law 101-635); Section 109 Title I of the Housing and Community Development Act of 1974 (42 U.S.C., Section 5309) which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975; Executive Order 11063, as amended by Executive Order 12259; Executive Order 11988; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C., Section 4630, et seq.); and other federal or state statute or regulation applicable to the use of CDBG or HOME Investment Partnerships Act (enacted as Title II of the National Affordable Housing Act of 1990) funds.

5.5 **Consolidated Plan.** The Parties agree that no provision of this Agreement may be interpreted to provide for veto or other restriction that would allow any Party to obstruct the implementation of the approved Consolidated Plan during the period covered by the Agreement.

5.6 **Authorization.** By executing this Agreement, the County Commissioners Court and governing body of City authorize this Agreement and the execution of this Agreement by the appropriate official.

5.7 **Transfer of Funds.** The Parties agree that any unit of local government may not sell, trade, or otherwise transfer all or any portion of funds received pursuant to this Agreement to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. (See Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76).

6.0 MISCELLANEOUS TERMS

6.1 **INDEMNIFICATION.** CITY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AND ITS AUTHORIZED OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS FROM ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES AND/OR LIABILITY ARISING FROM CITY ACTS, ERRORS OR OMISSIONS AND FOR ANY COSTS OR EXPENSES INCURRED BY COUNTY ON ACCOUNT OF ANY CLAIM THEREFORE. CITY SHALL PROMPTLY NOTIFY COUNTY BY LETTER OR EMAIL PURSUANT TO SECTION 2.3.1 OF THIS AGREEMENT OF THE OCCURRENCE OF ANY SUCH CLAIMS, ACTIONS, LOSSES, DAMAGES AND/OR LIABILITY. CITY SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST ANY LIABILITY, CLAIMS, LOSSES, DEMANDS AND ACTIONS INCURRED BY COUNTY AS A RESULT OF THE DETERMINATION BY HUD OR ITS SUCCESSOR THAT ACTIVITIES UN DERTAKEN BY CITY FAIL TO COMPLY WITH ANY LAWS, REGULATIONS OR POLICIES APPLICABLE THERETO OR THAT ANY FUNDS BILLED BY AND DISBURSED TO CITY UNDER THIS AGREEMENT WERE IMPROPERLY EXPENDED.

6.2 **Entire Agreement.** It is expressly agreed that this Agreement embodies the entire agreement of the Parties in relation to the subject matter hereof, and that no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the Parties.

6.3 **Severability.** Each provision of this Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall remain in full force and effect.

6.4 **Assignment.** Neither Party will assign any of the rights or duties under this Agreement without the prior written approval of the other Party.

6.5 **Binding Agreement.** This Agreement shall be binding upon the successors, assigns, administrators and legal representatives of the Parties.

6.6 **Law and Venue.** This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement will be performable in the City of Austin, Texas or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Agreement will take place in Travis County, Texas.

6.7 **Immunity or Defense.** It is expressly understood and agreed by all Parties that, neither the execution of this Agreement, nor any conduct of any representative of County relating to this Agreement, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

6.8 **Conflict of Interest.** City shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of City, or member of City's governing body, who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to these activities has or may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect to it, or the proceeds under it, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

6.9 **Gratuities.** City agrees that City has not and will not accept gratuities in the form of entertainment, gifts, or otherwise were offered or given by City or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Agreement. City's employees, officers and agents shall neither solicit nor accept gratuities, favors or anything of monetary value from subcontractors or potential subcontractors. City will establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

6.10 **Nepotism.** City agrees that it will comply with the guidelines set forth for public officials under TEX. GOVERNMENT CODE ANN, Ch. 573, by ensuring that no officer, employee or member of the governing body of City shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person without written approval by County.

[Signature Page to Follow]

TRAVIS COUNTY

By: _____
Andy Brown
Travis County Judge
Chief Executive Officer, Travis County
Date: _____

Approved that the terms and provisions of this Agreement are fully authorized under State and local law and that this Agreement provides full legal authority for County; and that County has the authority to undertake or assist in undertaking essential community renewal and lower income housing assistance activities.

By: _____
Assistant County Attorney
Date: _____

CITY OF BEE CAVE

By: _____
Authorized Representative and
Chief Executive Officer
Clint Garza
City Manager
Date: _____

Attachment A
HUD 424-B, Assurances and Certifications

Instructions for the HUD 424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant: [Insert below the Name and title of the Authorized Representative, name of Organization and the date of signature]:
*Authorized Representative Name:

*Title:
*Applicant/Recipient Organization:

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion sex (including gender identity and sexual orientation), disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

7. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

8. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

* Signature:

* Date: (mm/dd/yyyy):

Public Reporting Burden Statement: The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 4176, Washington, DC 20410-5000. **Do not send completed HUD-424B forms to this address.** This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. The Department of Housing and Urban Development is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected provides assurances and certifications for legal requirements related to the administration of this grant program. HUD will use this information to ensure compliance of its grantees. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

City Council Meeting
5/23/2023
Agenda Item Transmittal

Agenda Item:	**10.**
Agenda Title:	**Discuss and consider action on the creation of two new full-time employee positions.**
Council Action:	**Discussion and possible action**
Department:	**City Manager**
Staff Contact:	**Clint Garza**

1. INTRODUCTION/PURPOSE

The purpose of this item is to discuss and consider action on creation of two new full-time positions within the City organization.

2. DESCRIPTION/JUSTIFICATION

a) Background

This agenda item is written to discuss two positions, a Parks and Facilities Assistant Director and Library Assistant Director.

As the City matures and focus on implementation of the Capital Improvements Plan and resident experience in general, staff and council have placed a greater focus in departments where staff deals most directly with the public, specifically in Parks and the Bee Cave Library.

Currently, the Parks and Facilities Director oversees all functions in Parks, Information Technology, & Facilities and is staff lead on ROW maintenance, signage, property acquisition, and various projects such as debris removal and disposal after major events. The day to day requirements within the department combined with development and future implementation of the Central Park Master Plan, Brown Property Master Plan, and new facility design and construction has created a need for additional staffing at a managerial level within the department. If approved, the new Assistant Director will be responsible for handling much of the day to day workflow and regular activities, allowing the Department Head to focus on bigger picture items and operate at an executive level.

The Bee Cave Public Library will soon undergo changes in structure as a part of the Capital Improvements Plan and new building construction. The City has been fortunate enough to have the same strong director in place throughout the entire time the Library has existed in Bee Cave and hopes to retain that level of talent for

many years. Traffic in the Library has grown regularly over the years as a result of population growth, outreach, and outstanding programming efforts by the team. As we move through programming and closer to the start of construction, City Administration feels it is necessary to plan for future needs so staffing is in place and there is a strong organizational "bench" in place prior to opening the new facility.

b) Issues and Analysis

Though staff would like to post the positions now, the expected fiscal impact this year will be minimal. Recruiting and filling open positions in the current market remains challenging, at best, and there is an opportunity to fill the Library position with an internal candidate without backfilling the old position until the new facility opens.

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
P&F JD	Backup Material

Job Description

Title: **Assistant Director of Parks and Facilities**
Department: **Parks and Facilities**
FLSA Status: **Exempt**

GENERAL PURPOSE

The Assistant Director of Parks and Facilities will serve under the direction of the Director of Parks and Facilities. This position oversees daily operations of several divisions and requires knowledge of recreation activities, parks, maintenance and special projects, finance and budgeting, policy and program administration, and administrative support.

SUPERVISION RECEIVED

Works under the general supervision of the Director of Parks and Facilities.

SUPERVISION EXERCISED

Exercise supervision over Parks and Facilities staff, as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assists in aligning the department's plans with the city's strategic and comprehensive goals.
- Assists the department through accreditation process.
- Aids in the development, justification, and management of the annual operating and capital improvement budgets.
- Tracks operating costs and performance data and provides level-of-service reports to Director.
- Provides input on new park construction and existing rehabilitation and repair projects; participates in long-range department planning.
- Identifies opportunities to improve service to the community through community events and classes, parks, trails and open spaces, and urban forests.
- Manages applicable service contract specifications, bids, contractor performance and associated payments.
- Assumes responsibilities of other supervisors in their absence or during emergencies.
- Promotes a positive work environment amongst staff and stimulates excellent public relations within the community and elected officials; work with various commissions, committees and other departments and staff to provide information and assistance when appropriate.
- Responds professionally to inquiries in a timely manner; communicates effectively and courteously with the public, elected officials and other city employees, at all times, by telephone, email and in person.
- Assumes the duties of the Director, as requested.
- Performs special projects and/or related duties, as assigned.

PERIPHERAL DUTIES

- Represents the City and department at public meetings and conferences, when requested.

- Attends professional development workshops/conferences; travels to various destinations in and out of the City.
- Performs general management duties as assigned.
- Performs other duties as assigned.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience:

- Bachelor's Degree from an accredited college or university in Business, Public Administration, Parks and Recreation Administration, Landscape Architecture or a closely related field, or equivalent work experience and continuing education in a municipality.
- Candidates should possess a minimum of five (5) years of full-time, progressively responsible administrative or management experience; extensive work with the public; or an equivalent combination of education and experience.
- Preferred affiliation with state and/or national parks and recreation agencies (i.e., TRAPS, NRPA) or willingness to obtain within six (6) months of employment.

Knowledge, Skills and Abilities:

- Knowledge of the parks and recreation industry and programming such as special events, facilities, and park maintenance.
- Knowledge of park development, maintenance practices, construction and project management skills, and turf management.
- Excellent financial management and business management skills.
- Excellent leadership and staff development skills.
- Knowledge of forestry / horticulture including maintenance of trees and landscaping preferred.
- Knowledge of municipal government planning and preparation, and public administration financing and purchasing regulations.
- Knowledge of modern management and personnel principles and practices.
- Excellent computer skills including Word, Excel, PowerPoint, and Outlook.
- Excellent communication and public speaking skills.
- Ability to effectively plan, organize and maintain records, implement written policies, and maintain good working relationships.
- Ability to exercise good judgment and provide technical assistance to assigned staff and other city staff.
- Ability to analyze problems and present appropriate recommendations.
- Ability to maintain regular and predictable attendance.

SPECIAL REQUIREMENTS

A valid state driver's license or ability to obtain one within three months. Must be bondable.

Work requires managing and monitoring work performance through the assistance of other supervisors or administrators, including making recommendations on hiring and disciplinary actions, evaluating program / work objectives and effectiveness, and realigning work and staffing assignments as needed. Must maintain a flexible work schedule to include weekdays, evenings, weekends, and holidays.

TOOLS AND EQUIPMENT USED
Personal computer, including word processing and spreadsheet software; mainframe computer system; 10-key calculator; phone; copy machine; fax machine.

PHYSICAL AND ENVIRONMENTAL CONDITIONS

Duties are generally performed citywide in both outdoor and indoor settings. This is light to medium work requiring the successful candidate to lift or carry fifty (50) pounds occasionally and up to twenty (20) pounds frequently to move, lift and push objects. Must be able to climb, stoop, kneel, crouch, reach and handle objects. Must be able to stand, walk, and / or sit for long periods of time. This position is subject to outside environmental conditions, including extreme cold, extreme heat, hazards, and atmospheric conditions.

SPECIAL REQUIREMENTS

Work requires managing and monitoring work performance through the assistance of other supervisors or administrators, including making recommendations on hiring and disciplinary actions, evaluating program / work objectives and effectiveness, and realigning work and staffing assignments as needed. Must maintain a flexible work schedule to include weekdays, evenings, weekends, and holidays.

ACKNOWLEDGEMENT
By signing below you understand the requirements, essential duties, and responsibilities of the position. You also understand this job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change. All employees of the City of Bee Cave are employed at-will unless they have a contract approved by the City Council.

_____ _____
Employee Signature Date

_____ _____
Supervisor Signature Date

City Council Meeting
5/23/2023
Agenda Item Transmittal

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

1. INTRODUCTION/PURPOSE

To discuss and consider action on the appointment of members to the Planning and Zoning Commission including the appointment of a Chair and Vice Chair.

2. DESCRIPTION/JUSTIFICATION

a) Background

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

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

b) Issues and Analysis

The following positions have a term that expires on June 1, 2023:

Position 3 - Kirk Wright - Mayor Pro Tem Clark
Position 4 - Jerry Dike - Council Member Hight
Position 5 - Rick Scadden - Council Member Willott

A Chair and Vice-Chair will also need to be appointed.

We have received three applications. They are attached.

The current roster of members is attached.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
Roster of Members	Backup Material
J. Dashtara application	Backup Material
L. Mitchell application	Backup Material
P. Reynolds application	Backup Material

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

April 2023

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

City of Bee Cave

Application for Planning & Zoning Commission

Additional Supplemental Application Form Required

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

Name: John Dashtara

E-mail: [redacted]

Address: [redacted]

How Long? 10 years

Phone (Home): [redacted]

(Work):

Registered Voter? (Yes) No **Certificate Number:** 1201405983

Occupation, Experience/Degrees Held? Investment management account manager. Experience of 18 years. BA in Economics from UC Irvine, CFA charterholder.

Why do you want to serve on this group? 1) Serve community in a volunteer role. 2) Interest in urban planning. 3) Promoting high ethical standards.

Do you have any potential conflicts of interest? No

Do you have any related experience? Yes, Served as President and board member for CFA Society of Austin. Focus area included building community of investment professionals (non-profit group).

What do you feel you have to offer this group? Passionate about urban planning. Data driven with a math/finance background. Long term focus on sustainable growth.

TEXAS OPEN RECORDS ACT

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

ALLOW PUBLIC ACCESS (circle one)

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

Official Signature [signature]

Official Name (Please Print) John Dashtara

Date Submitted:

Received by:

Planning and Zoning Commission Supplemental Application

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

Name: John Dashtara

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

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

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

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

2) Please tell us about your other community programs or committees that you have been involved with. Past President and board member of CFA Society of Austin, largest group of Investment Professionals in Central Texas.

3) Please tell us about applicable experience or certifications you have relevant to Planning & Zoning. Took an Urban Economics Course in college. Sustainability Certificate in Investing.

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

JOHN DASHTARA, CFA

[redacted]
Austin, TX 78738 [redacted]

SUMMARY OF QUALIFICATIONS

- Community minded, seasoned public servant having led a largest community of investment professionals in Central Texas focused on education, high ethical standards, and thoughtful growth.
- Skilled investment management professional with 18 years of experience across traditional active, factor, and index-based strategies across real estate, public equities, fixed income, and alternative asset classes.

EXPERIENCE

GMO — Austin, TX
Global Client Relations — August 2022 – Current
- Primary account manager to largest west coast investment consultants with a focus on expansion of buy ratings.
- Strategy representative on bond strategies that requires liaising across multiple internal and external teams.

ALGER — Austin, TX
Senior Vice President, Co-Head of Institutional — November 2020 – July 2022
- Successfully revamped Institutional business in first year through consultant sales and regional based strategy.
- Design and implemented a consultative sales approach within a goals-based framework that customizes firm's research insights around challenges currently faced by investment consultants and asset owners.

DIMENSIONAL — Austin, TX
Vice President, Consultant Relations — January 2015 – November 2020
Regional Director, Consultant Relations — July 2013 – January 2015
- Primary account manager to 30+ tier 1 and 2 institutional investment consultant offices and OCIOs, that advise public and private defined benefit plans, defined contribution plans, insurers, and other asset owners.
- Achieved multiple "buy" ratings across equity, fixed income, and alternative strategies.
- As a member of Content Review Committee and Fixed Income Sales Committee, I shaped firm's marketing materials through ongoing meetings with research, PM, trading, and marketing teams.

BLACKROCK – FINANCIAL INSTITUTIONS GROUP — New York, NY
Account Manager — July 2011 – June 2013
- Responsible for growing and managing 8 sophisticated institutional relationships representing over $20 billion in AUM. Clients represented banks, insurers, and other taxable financial institutions.
- Designed custom risk based analytical solution for a global bank subject to the Federal Reserve's Annual Comprehensive Capital Analysis and Review (CCAR) using multiple analytic and risk-based systems.
- Tailor investment solutions leveraging Aladdin, BlackRock's proprietary investment/risk management platform.

WILLIS TOWERS WATSON / WELLSCANNING – INSURANCE INVESTMENT ADVISORY — Westchester, NY
Vice President, Investment Consultant to Insurers — April 2011 – July 2011
Associate, Investment Consultant to Insurers — June 2009 – March 2011
- Consultant to 7 insurers that included a customized enterprise-wide asset allocation analyses and investment policy statements for insurers general account assets, including fixed income and equities.
- Present quarterly portfolio updates and peer analysis reviews to board and investment committee members.
- Generate new business opportunities by understanding the issues important to insurers at an enterprise level while determining business level objectives that drive investment portfolio decisions.
- Conduct manager searches and onsite due diligence meetings to assess investment philosophy and process, systems and services, risk controls, client communication method and other rating factors.

TELSEY ADVISORY GROUP — New York, NY
Institutional Equity Sales — November 2007 – March 2008
- Grow institutional relationships by providing firm insights and consumer sector industry valuation/risk metrics.
- Vet analyst research reports and recommendations at coverage launch and daily morning huddles.

EXPERIENCE (CONTINUED)

WILSHIRE Los Angeles, CA
Senior Analyst, Investment Research Group January 2006 – September 2007
Analyst, Investment Research Group June 2004 – December 2005

- Develop capital markets research papers for institutional clients, including financial institutions, private and public defined benefit, endowments and foundations, representing more than $600 billion in AUA.
- Lead groups of 10 analysts, three times a year, to construct and analyze defined benefit funding studies.
- Utilize proprietary performance measurement, attribution and optimization software, Atlas, to analyze risk metrics and deconstruct equity portfolio performance into market, style, and active management returns.

WILSHIRE AND WILLIS TOWERS WATSON SAMPLE PUBLICATIONS: *Annual Asset Allocation Return, Risk,. & Correlation Assumptions; Global Real Estate Securities; Active versus Passive Management; The U.S. Federal Reserve; TIPS; Foreign Currency Hedging and Investing; Hedge Funds*

Education

CFA Institute Certificate in ESG Investing Candidate Exam date: May 2022

UNIVERSITY OF CALIFORNIA, IRVINE 1999 – 2003
Bachelor of Arts, Economics
Minors: Computer Science and Business Management

- Dean's List
- Scholar Athlete (Crew/Rowing)

UCLA ANDERSON RIORDAN FELLOW 2005 – 2006

- Educates working professionals for leadership roles through MBA level discussions and case studies led by UCLA Anderson School of Management faculty while organizing community service projects.

FINRA SERIES 7, 24, 63 LICENSES

COMPUTER SKILLS

- Business Applications: Salesforce (CRM), Microsoft Dynamics (CRM), Excel, Word, PowerPoint
- Financial Applications: Barclays Live, Bloomberg, CMS BondEdge, eVestment, FactSet, Morningstar Direct, BlackRock Aladdin Enterprise Investment System, Wilshire Atlas and Axiom (Equity and Fixed Income Risk Analytics), Wilshire Compass (Manager Research)

LANGUAGES

- Spanish (read, write and limited conversational)
- Italian (read, write and limited conversational)
- Farsi (conversational)

INTERESTS

CFA SOCIETY OF AUSTIN Austin, TX
Board Member and Past President 2016 - 2022

- Lead 600 Austin based investment professionals by promoting the highest standards of ethics, education, and professional excellence.
- Teach fixed income, equity and risk management courses to pension trustee members of Texas Association of Public Employee Retirement System (TEXPERS) as part of their annual Continuing Education requirement.

iMENTOR AND SATURDAY BUSINESS ACADEMY 2006 – 2013

- Mentor underserved high school students in New York and Los Angeles with their college applications while developing their understanding of business principles through classroom discussions and case studies.

POKER PLAYER - WINNER OF A 2008 WPT BORGATA WINTER OPEN HOLD'EM TOURNAMENT

City of Bee Cave

Application for Planning & Zoning Commission

Additional Supplemental Application Form Required

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

Name: Leslie D. Mitchell

E-mail: [redacted]

Address: [redacted]

How Long? 6 1/2 years

Phone (Home): [redacted]

(Work):

Registered Voter? (Yes) No **Certificate Number:** 1140220403

Occupation, Experience/Degrees Held? C.P.A., Retired State of Texas Employee, Former Banker; Bachelor of Science – Texas A&M Univ.

Why do you want to serve on this group? I served the State of Texas for 23 years before retiring. I would like to continue to serve the public for my community

Do you have any potential conflicts of interest? NO

Do you have any related experience? Yes. I am currently serving on the Zoning Board of Adjustments. I am also Treasurer for the Canyonside at Falconhead West HOA Board.

What do you feel you have to offer this group? I feel like I can absorb related material for this Board and make reasonable decisions based upon facts.

TEXAS OPEN RECORDS ACT

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

ALLOW PUBLIC ACCESS (circle one)

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

Official Signature Leslie D. Mitchell

Official Name (Please Print) Leslie D. Mitchell

Date Submitted:

Received by:

Planning and Zoning Commission Supplemental Application

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

Name: Leslie P. Mitchell

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

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

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

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

2) Please tell us about your other community programs or committees that you have been involved with Current member of Zoning Board of Adjustments, Treasurer - Canyonside HOA Board, Retired State of Texas employee (Attorney General's Office, Dept. of Ag. + Comptroller of Public Accounts)

3) Please tell us about applicable experience or certifications you have relevant to Planning & Zoning. See Above

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

LESLIE D. MITCHELL

[redacted]

EXPERIENCE

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

AREA MANAGER - IT FISCAL ANALYSIS AND SUPPORT - BUDGET AND INTERNAL ACCOUNTING (SEPTEMBER 2016 – SEPTEMBER 2019)

I assisted in the out-year planning for major IT projects (including the Statewide Enterprise Resource Planning Project, CAPPS) for the Legislative Appropriation Request (LAR)), as well as managing the project budgets once they were funded. I worked closely with IT Executive Management as well as agency division directors to plan and financially implement their major IT projects. I also provided the financial information statewide Quality Assurance Team quarterly reports for major IT projects and served as a resource to address any questions.

IT DIVISION MANAGER – INFORMATION RESOURCES (IR) PLANNING BUDGETING AND CONTRACTS (JANUARY 2007 – AUGUST 2016)

As IT Division Manager of IR Planning Budgeting and Contracting, I supervised a staff of 16 IT professionals who handled the administrative functions of a 300+ person IT Division for the Texas State Comptroller of Public Accounts. In particular, we developed multi-million IT procurements and contracts for hardware, software and services. We also administered the division's multi-million-dollar annual budget as well as IT administrative functions such as Asset Management, Staffing, Contract Management, and Policy and Procedures.

TEXAS DEPARTMENT OF AGRICULTURE

FINANCIAL ANALYST (NOVEMBER 2002 – JANUARY 2007)

Working in the Information Technology Division, I served as the functional analyst to implement the financial portion of the Agency's Licensing and Registration system by gathering business requirements and coordinating with IT developers. I was also the functional analyst for Business Process Improvement activities for the Administrative Division, focusing on Procurement and HR activities.

TEXAS OFFICE OF THE ATTORNEY GENERAL

ACCOUNTING MANAGER (MAY 1997 – OCTOBER 2001)

I worked in the Child Support Division and the Crime Victims Compensation Division of the Agency in an accounting management role. In Child Support, I assisted in setting up reconciliations of incoming Child Support Payments and outgoing payments to Custodial Parents. In Crime Victims Compensation, I managed outgoing payments to victims, a multi-million-dollar Federal Grant, and served as the Legislative Liaison for Fiscal Note preparation for the Crime Victims Compensation Division.

VARIOUS FINANCIAL INSTITUTIONS IN TEXAS

BANKING EXECUTIVE – VICE PRESIDENT AND CASHIER (JUNE 1981 – MAY 1997)

After graduating from college, I started my financial career in Banking. My first job was Assistant Vice President of National Bank of Commerce in San Antonio where I was responsible for fundamental banking processes, such as book keeping, financial reporting, new accounts and teller operations. From there, I moved to Austin National Bank in Austin, TX where I spent several years as Vice President and Cashier. I managed the operations staff of the bank and concentrated in financial reporting for the board of directors and oversight agencies, such as the FDIC and Office of the Comptroller of the Currency. I worked in similar positions in First State Bank and Franklin Federal Bancorp before deciding to take a position with the Texas Attorney General's Office.

EDUCATION

MAY 1980

BACHELOR OF SCIENCE, TEXAS A&M UNIVERSITY – COLLEGE STATION, TX

Degree in Agriculture Economics, additional coursework in Economics

1977 - 1978

KANSAS STATE UNIVERSITY

Summer semesters during those years studying Economics

2015 – 2019

AUSTIN COMMUNITY COLLEGE

Completed required coursework in Accounting to sit for my CPA Certification exam.

SKILLS

- Certified Public Accountant
  - Financial Statement preparation
  - Budgeting
- State of Texas IR procurement
- State of Texas IR contracting
- Business process improvement
- Business and technical requirements gathering

ACTIVITIES

Treasurer – Canyonside at Falconhead West Homeowners Association (September 2018 – present)
Member – American Institute of Public Accountants
Associate Member – Austin Society of Texas Society of CPAs
Associate Member – Association of Certified Fraud Examiners
Member - Daughters of the Republic of Texas
Member – Texas Society Daughters of the American Revolution

City of Bee Cave

Application for Planning & Zoning Commission

Additional Supplemental Application Form Required

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

Name: PETRA SANADER REYNOLDS

E-mail: [redacted]

Address: [redacted]

How Long? 1 YEAR, 6 MONTHS

Phone (Home): [redacted]

(Work): -11-

Registered Voter? (Yes) No **Certificate Number:** 2168282967

Occupation, Experience/Degrees Held? REALTOR; BACHELOR OF ARTS DEGREE (ACADEMY OF DRAMATIC ARTS, ZAGREB, CROATIA)

Why do you want to serve on this group? I'M VERY INVESTED WITH THE COMMUNITY, AND WANT TO GIVE BACK BY HELPING SHAPE WHAT THE CITY WILL LOOK LIKE IN THE FUTURE

Do you have any potential conflicts of interest? NO

Do you have any related experience? NOT NECESSARILY, OTHER THAN BEING FAMILIAR WITH PLANNING AND ZONING, THROUGH REAL ESTATE WORK, AND BEING FAMILIAR WITH LOCAL ISSUES

What do you feel you have to offer this group? DIVERSE + UNIQUE PERSPECTIVE, GREAT COMMUNICATION SKILLS, COMMITMENT

TEXAS OPEN RECORDS ACT

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

	ALLOW PUBLIC ACCESS (circle one)	
Home Address	Yes	(No)
Home Phone Number	Yes	(No)
E-mail Address	Yes	(No)

Official Signature

Official Name (Please Print) PETRA SANADER REYNOLDS

Date Submitted:

Received by:

Planning and Zoning Commission Supplemental Application

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

Name: PETRA SANADER REYNOLDS

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

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

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

	Not Applicable	Some Experience	Proficient	Moderate Proficiency	Very Proficient	Proficiency Expert
Familiarity with the City					✓	
Ordinances:						
Comprehensive Zoning			✓			
Ordinance			✓			
Comprehensive Land Use			✓			
Plan			✓			
Subdivision Regulations		✓				
Sign Ordinance		✓				
Fence Ordinance		✓				
Pathway Study		✓				
Parkland Dedication		✓				
Residential & Commercial					✓	
Planning						
Map & Plat Interpretation			✓			
Architectural Drawing			✓			
Interpretation			✓			
Project Evaluation			✓			
Ordinance Development (Writing & Content)	✓					
Ordinance Interpretation (Writing & Content)		✓				
Planned Development						
Ordinance Interpretation		✓				
(Writing & Content)		✓				

2) Please tell us about your other community programs or committees that you have been involved with. I WORK WI BEE WOMEN AS SMALL BUSINESS ADVOCATE; HELP CITY OF BEE CAVE SPREAD AWARENESS WITH 78738 WORKER CARDS, INITIATIVES ETC

3) Please tell us about applicable experience or certifications you have relevant to Planning & Zoning. REAL ESTATE BACKGROUND

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

Petra Reynolds – Bio

I was born and raised in Croatia, lived and worked all over Europe (Austria, Italy, England etc.) before moving to the US on an Extraordinary Ability Green Card and eventually becoming a proud citizen. I spent 12 years in New York and L.A. working in the entertainment industry, which included running my own production company and successfully leading a large team of people, as well as spearheading all aspects of production. I am multilingual from an early age and know the value of hard work necessary to establish yourself in a foreign country and make it your home.

After meeting my amazing husband, we relocated to Austin with our mini poodle Homer. We developed an immediate connecting to city of Bee Cave and bought our first home in 2021, when I also prioritized my personal passion for real estate into a full-time profession. I am currently a realtor with the Starr Residential Group of Coldwell Banker, an annually top performing team in the Austin Metropolitan area, specializing in residential and investment real estate.

As a Bee Cave resident who is involved with the local community, I am passionate about the long-term success and growth of the city. I want to offer my skills, diverse background, and creative ideas to help the city achieve continued success and put the city's name on the map!

City Council Meeting
5/23/2023
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
5/23/2023
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
5/23/2023
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
5/23/2023
Agenda Item Transmittal