AGENDA

Regular Meeting

City Council

Tuesday, June 27, 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. Administer Oath of Office to Police Officer Jonathan Taylor.
5. Recognition and Moment of Silence
6. 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.

7. 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

8. 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 23, 2023.
B. Consider approval of the minutes of the Special Session conducted on June 7, 2023.
C. Consider approval of the minutes of the Special Session conducted on June 8, 2023.
D. Consider approval of Ordinance No. 510, an Ordinance accepting and approving the 2023 annual service plan update to the Service and Assessment Plan and an updated assessment roll for the Backyard Public Improvement District.

9. Discuss and consider action on a Site & NPS Plan Amendment for expansion of the Whole Foods located in the Hill Country Galleria at 12601 Hill Country Blvd., Bee Cave, TX

10. Discuss and consider action on Resolution No. 2023-11 approving a program for additional patrols or law enforcement services.

11. Discuss and consider action on renewing the contract with Texas Municipal League Health Benefits Pool for employee health insurance and other benefits for fiscal year 2023-2024.

12. Discuss and consider action on Resolution No. 2023-12 declaring the intent of the City of Bee Cave to annex into the city limits an approximately 3.311-acre tract of land located at Vail Divide & State Highway 71 and setting a public hearing.

13. Discuss and consider renewal of an Interlocal Agreement for public

health services between the City of Austin and the City of Bee Cave

14. Discussion and possible action regarding traffic safety on Bee Cave Parkway, including recently installed median beatification activities.

15. Discuss and consider action on establishing the "Revival" property as the location for the construction of the new Bee Cave Public Library.

16. Discuss and consider action on the Request for Proposals for Solid Waste services.

17. Discuss and consider action on accepting the resignation of Andy Rebber from the Bee Cave Development Board.

18. Discuss and consider action on appointing a member to the Bee Cave Development Board.

19. Close Regular Meeting

20. Open Executive Session

Executive session in accordance with the Texas Government Code, Section 551-072 – Deliberation regarding real property; Section 551.074 – Personnel Matters-to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; 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. Personnel – Planning and Development Director

21. Close Executive Session

22. Open Regular Meeting

23. Consider action, if any, on Executive Session

24. 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 23rd day of June, 2023 at 5:00 P.M. (Seal)

_____

Kaylynn Holloway, City Secretary

City Council Meeting
6/27/2023
Agenda Item Transmittal

Agenda Item:	**4.**
Agenda Title:	**Administer Oath of Office to Police Officer Jonathan Taylor.**
Council Action:	
Department:	**City Secretary**
Staff Contact:	**Brian Jones, Police Chief**

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
6/27/2023
Agenda Item Transmittal

Agenda Item:	**8.A.**
Agenda Title:	**Consider approval of the minutes of the Regular Session conducted on May 23, 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 23, 2023	Backup Material

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL
CITY OF BEE CAVE
May 23, 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
Gretchen Hardin, Library Service Manager

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 23, 2023.

Citizen Comments.

There were not any citizen comments at this time.

Staff Comments.

Library Service Manager Gretchen Hardin reported on the Library Summer activities.

Consent Agenda.

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.

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

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

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

The motion carried 6-0.

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.

City Engineer Kevin Sawtelle presented this item.

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

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

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

The motion carried 6-0.

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

City Manager Clint Garza presented this item.

MOTION: A motion was made by Mayor Pro Tem Clark, seconded by Council Member Hight, to approve a Community Development Block Grant Cooperative Agreement between Travis County and the City of Bee Cave.

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

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

The motion carried 6-0.

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

Mr. Garza presented this item. The positions would be for the Library and the Parks and Facilities Department.

MOTION: A motion was made by Council Member Hight, seconded by Council Member Rebber, to approve the creation of two new full-time employee positions.

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 the appointment of members to the Planning and Zoning Commission including the selection of a Chair and Vice Chair.

City Secretary Kaylynn Holloway presented this item.

Executive Session on above item:

The City Council closed the Open Session at 6:19 p.m. to convene in Executive Session.

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

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

The Council reconvened in open session at 6:30 p.m.

MOTION: A motion was made by Mayor Pro Tem Clark, seconded by Mayor King, to reappoint Kirk Wright to Position 3.

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.

MOTION: A motion was made by Council Member Hight, seconded by Mayor Pro Tem Clark, to appoint Petra Reynolds to Position 4.

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.

MOTION: A motion was made by Council Member Willott, seconded by Council Member Hohl, to appoint Julie DaSilva to Position 5.

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.

MOTION: A motion was made by Council Member Willott, seconded by Council Member Rebber, to appoint Leslie Mitchell as an Alternate.

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.

MOTION: A motion was made by Mayor Pro Tem Clark, seconded by Council Member Rebber, to appoint Kit Crumbley as Chair and Lori Wakefield as Vice Chair of the Planning and Zoning Commission.

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

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

The motion carried 6-0.

Discuss and consider action on new legislative bills filed.

City Attorney Ryan Henry updated the Council on the current list of bills filed.

Executive Session

The City Council closed the Open Session at 6:37 p.m. to convene in Executive Session.

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

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

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

The City Council closed the Executive Session at 7:16 p.m. and reconvened in Regular Session.

Adjournment:

MOTION: A motion was made by Council Member Hight, seconded by Mayor Pro Tem Clark, to adjourn.

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

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

The motion carried 6-0.

The City Council meeting adjourned at 7:16 p.m.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

_____
Kara King, Mayor

ATTEST:

_____
Kaylynn Holloway, City Secretary

City Council Meeting
6/27/2023
Agenda Item Transmittal

Agenda Item:	**8.B.**
Agenda Title:	**Consider approval of the minutes of the Special Session conducted on June 7, 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 June 7, 2023	Backup Material

MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL
CITY OF BEE CAVE
June 7, 2023

STATE OF TEXAS §
COUNTY OF TRAVIS §

Present:

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

Absent:

Courtney Hohl, Council Member

City Staff:

Clint Garza, City Manager
Kaylynn Holloway, City Secretary
Ryan Henry, City Manager
Lindsey Oskoui, Assistant City Manager
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 4:30 p.m. on Wednesday, June 7, 2023.

Public Hearing on 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.

City Manager Clint Garza presented this item. The approximate number of acres is 9.59

Mayor King opened the public hearing at 4:32 p.m.

There being no person wishing to provide public testimony, the public hearing closed at 4:32 p.m.

Discuss and consider action on the first reading of Ordinance No. 508 annexing 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 Mayor Pro Tem Clark, seconded by Council Member Rebber, to approve Ordinance No. 508, on the first reading, annexing into the city limits an approximately 9.59-acre tract of land 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, Rebber and Willott
Voting Nay:	None
Absent:	Council Member Hohl

The motion carried 5-0.

Discuss and consider action on Ordinance No. 509, an ordinance setting the maximum speed limit on Vail Divide Drive.

No action was taken on this item.

Adjournment:

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

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

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

The motion carried 5-0.

The City Council meeting adjourned at 4:37 p.m.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

_____
Kara King, Mayor

ATTEST:

_____
Kaylynn Holloway, City Secretary

City Council Meeting
6/27/2023
Agenda Item Transmittal

Agenda Item:	**8.C.**
Agenda Title:	**Consider approval of the minutes of the Special Session conducted on June 8, 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 June 8, 2023	Backup Material

MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL
CITY OF BEE CAVE
June 8, 2023

STATE OF TEXAS §
COUNTY OF TRAVIS §

Present:

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

Absent:

Courtney Hohl, Council Member

City Staff:

Clint Garza, City Manager
Rebecca Regueria, Deputy City Secretary
Ryan Henry, City Manager
Lindsey Oskoui, Assistant City Manager

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 9:00 a.m. on Thursday, June 8, 2023.

Citizen Comment:

Richard Newhouse, 16021 La Rosa Dr., spoke in opposition to the opening of Vail Divide.

Discuss and consider action on the second and final reading of Ordinance No. 508 annexing into the city limits an approximately 9.59-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 Rebber, to approve Ordinance No. 508, on the second and final reading, annexing into the city limits an approximately 9.59-acre tract of land 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, Rebber and Willott
Voting Nay: None
Absent: Council Member Hohl

The motion carried 5-0.

Discuss and consider action on Ordinance No. 509, an ordinance setting the maximum speed limit on Vail Divide Drive.

MOTION: A motion was made by Council Member Willott, seconded by Council Member Rebber, to approve Ordinance No. 509 setting the maximum speed limit on Vail Divide Drive.

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

The motion carried 5-0.

Adjournment:

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

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

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

The motion carried 5-0.

The City Council meeting adjourned at 9:24 a.m.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

_____
Kara King, Mayor

ATTEST:

_____
Kaylynn Holloway, City Secretary

City Council Meeting
6/27/2023
Agenda Item Transmittal

Agenda Item:	**8.D.**
Agenda Title:	**Consider approval of Ordinance No. 510, an Ordinance accepting and approving the 2023 annual service plan update to the Service and Assessment Plan and an updated assessment roll for the Backyard Public Improvement District.**
Council Action:	
Department:	**City Manager**
Staff Contact:	**Clint Garza, City Manager**

1. INTRODUCTION/PURPOSE

Staff will provide an update at the meeting.

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
Ordinance No. 510	Ordinance
SAP Update	Backup Material

CITY OF BEE CAVE, TEXAS

ORDINANCE NO. 510

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS ACCEPTING AND APPROVING THE 2023 ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND AN UPDATED ASSESSMENT ROLL FOR THE BACKYARD PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on October 13, 2020, after due notice, the City Council (the "City Council") of the City Bee Cave, Texas (the "City") held a public hearing in the manner required by law on the advisability of the authorized improvements and services described in the petition as required by Section 372.009 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act"), made the findings required by Section 372.009(b) of the Act and, the City Council, adopted Resolution No. 2020-12 authorizing the creation of the Backyard Public Improvement District (the "District"); and

WHEREAS, pursuant to the Act, the City Council published notice and convened a public hearing on October 26, 2021, regarding the levy of Assessments against benefitted property located in the District; and

WHEREAS, on October 26, 2021, the City Council, after such notice and public hearing, adopted an ordinance (the "Assessment Ordinance") accepting and approving a service and assessment plan for the District (as updated and amended from time to time, the "Service and Assessment Plan"), approving the Assessment Roll attached thereto (the "Assessment Roll") and levying the Assessments on the Assessed Property within the District; and

WHEREAS, pursuant to the Act and to the terms of the Service and Assessment Plan, the City Council is required to annually update the Service and Assessment Plan, including the Assessment Roll (each an "Annual Service Plan Update"); and

WHEREAS, pursuant to the Act and the terms of the Service and Assessment Plan, the City Council now wishes to adopt an ordinance accepting and approving the Backyard PID 2023 Annual Service Plan Update (the "2023 Annual Service Plan Update"), in the form attached hereto as Exhibit A; and

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

SECTION 1. Terms.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

SECTION 2. Findings.

The findings and determinations set forth in the preamble above are incorporated herein for all purposes and are hereby adopted.

SECTION 3. Annual Service Plan Update to the Service and Assessment Plan.

The "2023 Annual Service Plan Update", attached hereto as Exhibit A, is accepted and approved pursuant to the Act, and incorporated as part of this Ordinance as if set forth in the body of this Ordinance.

SECTION 4. Filing in the Real Property Records.

The City Secretary is directed to cause a copy of this Ordinance, including the 2023 Annual Service Plan Update, to be filed with the County Clerk of Travis County to be recorded in the real property records of Travis County, not later than the seventh day after the date the City Council adopts this Ordinance approving the 2023 Annual Service Plan Update.

SECTION 5. Governing Law.

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

SECTION 6. Severability.

If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 7. Effective Date.

This Ordinance shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with applicable law.

[*Execution page follows.*]

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS THIS 27th DAY OF JUNE, 2023.

_____
Kara King, Mayor

_____
Kaylynn Holloway, City Secretary

(CITY SEAL)

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____ by Kara King and Kaylynn Holloway, Mayor and City Secretary, respectively, of the City of Bee Cave, Texas, on behalf of said City.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2023.

(SEAL)

_____

Notary Public, State of Texas

Exhibit A

Backyard Public Improvement District 2023 Annual Service Plan Update

[Remainder of page intentionally left blank.]

BACKYARD
PUBLIC IMPROVEMENT DISTRICT
2023 ANNUAL SERVICE PLAN UPDATE

JUNE 27, 2023

INTRODUCTION

Capitalized terms used in this 2023 Annual Service Plan Update shall have the meanings set forth in the 2021 Service and Assessment Plan (the "2021 SAP").

The District was created pursuant to the PID Act by Resolution No. 2020-12 on October 13, 2020 by the City Council to finance certain Authorized Improvements for the benefit of the property in the District.

On October 26, 2021, the City Council approved the 2021 SAP for the District by adopting Ordinance No. 469 which approved the levy of Assessments for Assessed Property within the District and approved the Assessment Rolls.

On August 23, 2022, the City Council approved the 2022 Annual Service Plan Update for the District by Ordinance No. 486, which updated the Assessment Roll for 2022.

The 2021 SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the 2021 SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2023.

The City Council also adopted an Assessment Roll identifying the Assessments on each Parcel within the District, based on the method of assessment identified in the 2021 SAP. This 2023 Annual Service Plan Update also updates the Assessment Roll for 2023.

PARCEL SUBDIVISION

There have not been any recorded plats in the District.

See **Exhibit C** for the Lot Type classification map.

LOT AND HOME SALES

Per the quarterly report dated March 31, 2023, the Developer has not sold any parcels in the District.

See **Exhibit D** for buyer disclosures.

AUTHORIZED IMPROVEMENTS

Per the quarterly report dated March 31, 2023, the Authorized Improvements listed in the 2021 SAP for the District are currently under construction and projected to be completed in the second quarter of 2023. The budget for the Authorized Improvements remains unchanged as shown on the table below.

	Budget	Spent to Date[1]	% Complete
Authorized Improvements			
Onsite Roadways	$ 3,568,155.00	$ 2,477,257.00	69.43%
Offsite Roadways	674,790.00	426,017.00	63.13%
Water	911,551.00	771,173.00	84.60%
Wastewater	625,640.00	529,290.00	84.60%
Storm Sewer and Ponds	3,804,906.00	3,088,826.00	81.18%
Onsite Right of Way Acquisition	3,860,000.00	-	0.00%
Soft Cost	829,252.00	356,216.70	42.96%
District Formation Expenses	250,000.00	250,000.00	100.00%
Total	**$ 14,524,294.00**	**$ 7,898,779.70**	**54.38%**

Notes:

(1) Per Developer's Draw #6 dated 5/9/2023.

OUTSTANDING ASSESSMENT

The District has an outstanding Assessment of $16,858,000.00, of which $10,508,000.00 is attributable to the PID Bonds and $6,350,000.00 is attributable to the Reimbursement Obligation.

ANNUAL INSTALLMENT DUE 1/31/2024

- ***Principal and Interest***[1] – The total principal and interest required for the Annual Installment is $1,105,931.40, of which $712,450.00 is pledged to the PID Bonds and $393,481.40 is pledged to the Reimbursement Obligation.

- ***Additional Interest*** – The total Additional Interest Reserve Requirement, as defined in the Indenture, is equal to $927,190.00 and has not been met. As such, the Additional Interest Account will be funded with Additional Interest on the outstanding Assessments, resulting in an Additional Interest amount due of $52,540.00.

- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is $50,036.24.

Annual Collection Costs Breakdown	
Administration	$ 31,836.24
City Auditor	2,500.00
Filing Fees	1,000.00
County Collection	200.00
PID Trustee Fees	3,500.00
Draw Request Review	5,000.00
Bond Counsel Annual Fee	5,000.00
Miscellaneous	1,000.00
Total Annual Collection Costs	**$ 50,036.24**

[1] The Annual Installment covers the period September 1, 2023 to August 31, 2024 and is due by January 31, 2024.

PID Bonds		
Due January 31, 2024		
Principal	$	181,000.00
Interest		531,450.00
Annual Collection Costs		50,036.24
Additional Interest		52,540.00
Total Annual Installment	**$**	**815,026.24**

Reimbursement Obligation		
Due January 31, 2024		
Principal	$	121,701.40
Interest		271,780.00
Total Annual Installment	**$**	**393,481.40**

See **Exhibit B** for the debt service schedule for the PID Bonds as shown in the limited offering memorandum.

PREPAYMENT OF ASSESSMENT IN FULL

No full Prepayments of Assessments have occurred within the District.

PARTIAL PREPAYMENT OF ASSESSMENTS

No partial Prepayments of Assessments have occurred within the District.

EXTRAORDINARY OPTIONAL REDEMPTIONS

No extraordinary optional redemptions have occurred within the District.

SERVICE PLAN - FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Annual Installment Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
PID Bonds						
Principal		$ 181,000.00	$ 189,000.00	$ 196,000.00	$ 205,000.00	$ 215,000.00
Interest		531,450.00	523,983.75	516,187.50	508,102.50	498,365.00
	(1)	$ 712,450.00	$ 712,983.75	$ 712,187.50	$ 713,102.50	$ 713,365.00
Reimbursement Obligation						
Principal		$ 121,701.40	$ 126,910.22	$ 132,341.98	$ 138,006.22	$ 143,912.88
Interest		271,780.00	266,571.18	261,139.42	255,475.19	249,568.52
	(2)	$ 393,481.40	$ 393,481.40	$ 393,481.40	$ 393,481.40	$ 393,481.40
Additional Interest[1]	(3)	$ 52,540.00	$ 51,635.00	$ 50,690.00	$ 49,710.00	$ 48,685.00
Annual Collection Costs	(4)	$ 50,036.24	$ 51,036.96	$ 52,057.70	$ 53,098.86	$ 54,160.84
Total Annual Installment	**(5) = (1) + (2) + (3) + (4)**	**$ 1,208,507.64**	**$ 1,209,137.12**	**$ 1,208,416.61**	**$ 1,209,392.76**	**$ 1,209,692.24**

Notes:

(1) Additional Interest is not charged on Assessments securing the Reimbursement Obligation.

ASSESSMENT ROLL

The list of current Parcels within the District, the corresponding total Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels shown on the Assessment Roll will receive the bills for the 2023 Annual Installments which will be delinquent if not paid by January 31, 2024.

EXHIBIT A – ASSESSMENT ROLL

Parcel ID	Tract [1]	Outstanding Assessment [2]	Installment Due 1/31/2024 [2]
797586	Tract 1, Tract 2A, Tract 2B, Tract 3, Tract 4,	$ 2,166,436.01	$ 155,306.35
839511	Tract 1, Tract 2A, Tract 2B, Tract 3, Tract 4,	$ 6,261,364.67	$ 448,861.49
839512	Tract 1, Tract 2A, Tract 2B, Tract 3, Tract 4,	$ 8,430,199.31	$ 604,339.80
	Total	**$ 16,857,999.99**	**$ 1,208,507.64**

Notes:

(1) Tracts 1, 2A, 2B, 3 and 4 are contained within Property IDs 797586, 839511 and 839512 which comprise the entirety of the District Initial Parcel. For billing purposes, the Annual Installment due 1/31/2024 will be allocated based on acreage.

(2) Totals may not sum due to rounding.

EXHIBIT B – DEBT SERVICE SCHEDULE

DEBT SERVICE REQUIREMENTS

The following table sets forth the anticipated debt service requirements for the Series 2021 Bonds:

Year Ending (September 30)	Principal	Interest	Total
2022	$ 0.00	$ 410,397.50	$ 410,397.50
2023	0.00	531,450.00	531,450.00
2024	181,000.00	531,450.00	712,450.00
2025	189,000.00	523,983.76	712,983.76
2026	196,000.00	516,187.50	712,187.50
2027	205,000.00	508,102.50	713,102.50
2028	215,000.00	498,365.00	713,365.00
2029	225,000.00	488,152.50	713,152.50
2030	236,000.00	477,465.00	713,465.00
2031	247,000.00	466,255.00	713,255.00
2032	259,000.00	454,522.50	713,522.50
2033	273,000.00	441,572.50	714,572.50
2034	287,000.00	427,922.50	714,922.50
2035	301,000.00	413,572.50	714,572.50
2036	317,000.00	398,522.50	715,522.50
2037	333,000.00	382,672.50	715,672.50
2038	350,000.00	366,022.50	716,022.50
2039	369,000.00	348,522.50	717,522.50
2040	388,000.00	330,072.50	718,072.50
2041	408,000.00	310,672.50	718,672.50
2042	429,000.00	290,272.50	719,272.50
2043	453,000.00	267,750.00	720,750.00
2044	478,000.00	243,967.50	721,967.50
2045	504,000.00	218,872.50	722,872.50
2046	532,000.00	192,412.50	724,412.50
2047	561,000.00	164,482.50	725,482.50
2048	592,000.00	135,030.00	727,030.00
2049	625,000.00	103,950.00	728,950.00
2050	659,000.00	71,137.50	730,137.50
2051	696,000.00	36,540.00	732,540.00
Total	**$ 10,508,000.00**	**$ 10,550,298.76**	**$ 21,058,298.76**

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EXHIBIT C – LOT TYPE CLASSIFICATION MAP

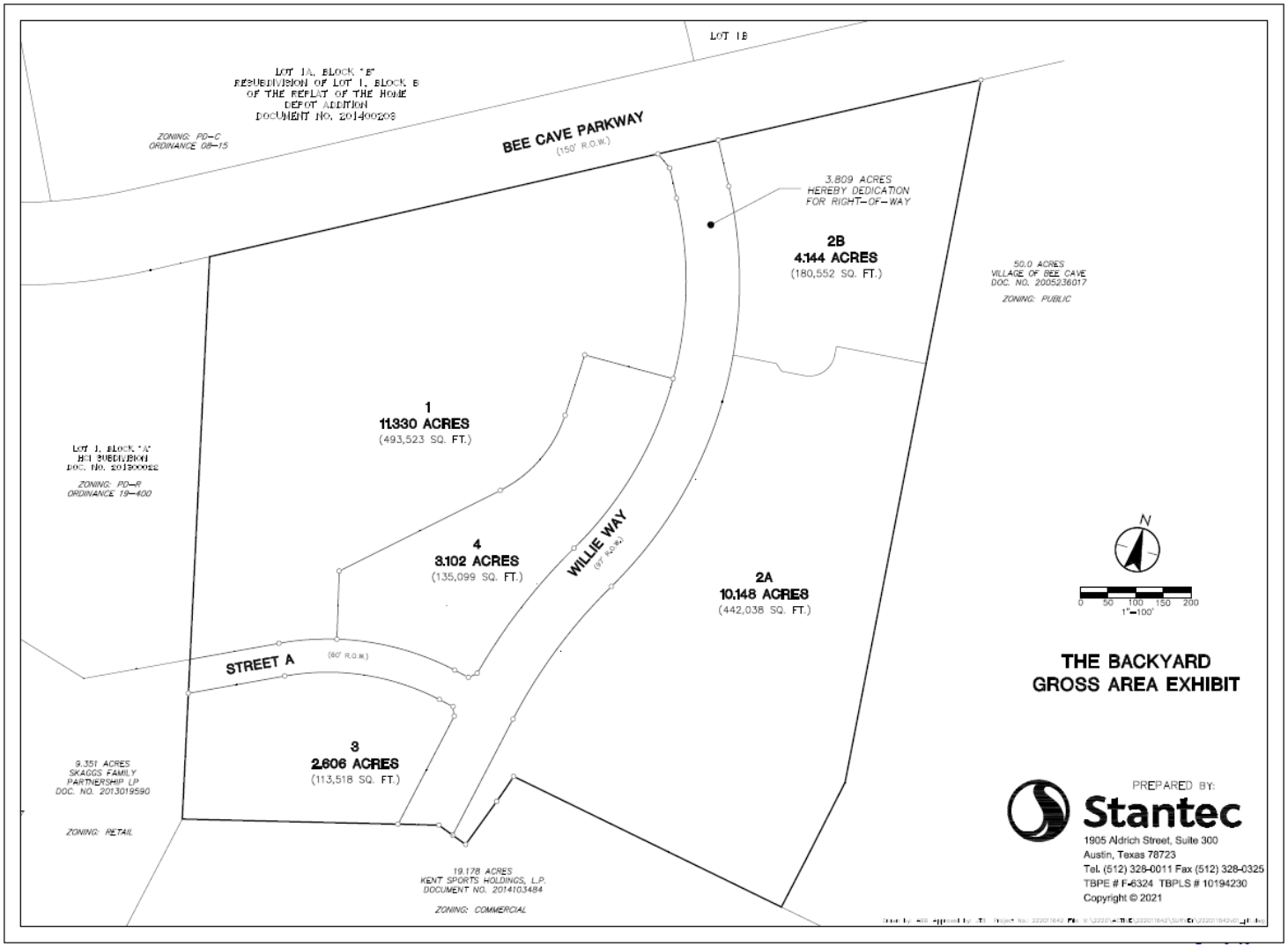


EXHIBIT D – BUYER DISCLOSURES

Buyer Disclosures for the following Lot Types within the District are found in this Exhibit:

- Tract 1
- Tract 2A
- Tract 2B
- Tract 3
- Tract 4

BACKYARD PUBLIC IMPROVEMENT DISTRICT – TRACT 1 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF BEE CAVE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

TRACT 1 PRINCIPAL ASSESSMENT: $5,807,387.15

As the purchaser of the real property described above, you are obligated to pay assessments to City of Bee Cave, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Backyard Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Bee Cave. The exact amount of each annual installment will be approved each year by the Bee Cave City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Bee Cave.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][2]

[2] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____ , 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - TRACT 1

	PID Bonds				Reimbursement Obligation		
Installment Due 1/31	Principal	Interest[2]	Additional Interest	Annual Collection Costs	Principal	Interest[3]	Total Annual Installment[1]
2024	$ 62,352.42	$ 183,078.41	$ 18,099.43	$ 17,236.91	$ 41,924.73	$ 93,625.08	$ 416,316.99
2025	$ 65,108.33	$ 180,506.38	$ 17,787.66	$ 17,581.65	$ 43,719.11	$ 91,830.71	$ 416,533.83
2026	$ 67,519.75	$ 177,820.66	$ 17,462.12	$ 17,933.28	$ 45,590.29	$ 89,959.53	$ 416,285.63
2027	$ 70,620.14	$ 175,035.47	$ 17,124.52	$ 18,291.95	$ 47,541.55	$ 88,008.26	$ 416,621.90
2028	$ 74,065.03	$ 171,681.01	$ 16,771.42	$ 18,657.78	$ 49,576.33	$ 85,973.49	$ 416,725.07
2029	$ 77,509.91	$ 168,162.92	$ 16,401.10	$ 19,030.94	$ 51,698.20	$ 83,851.62	$ 416,654.69
2030	$ 81,299.29	$ 164,481.20	$ 16,013.55	$ 19,411.56	$ 53,910.88	$ 81,638.94	$ 416,755.41
2031	$ 85,088.66	$ 160,619.49	$ 15,607.05	$ 19,799.79	$ 56,218.27	$ 79,331.55	$ 416,664.81
2032	$ 89,222.52	$ 156,577.77	$ 15,181.61	$ 20,195.79	$ 58,624.41	$ 76,925.41	$ 416,727.51
2033	$ 94,045.36	$ 152,116.65	$ 14,735.50	$ 20,599.70	$ 61,133.54	$ 74,416.28	$ 417,047.03
2034	$ 98,868.20	$ 147,414.38	$ 14,265.27	$ 21,011.70	$ 63,750.05	$ 71,799.77	$ 417,109.36
2035	$ 103,691.04	$ 142,470.97	$ 13,770.93	$ 21,431.93	$ 66,478.55	$ 69,071.27	$ 416,914.69
2036	$ 109,202.85	$ 137,286.42	$ 13,252.47	$ 21,860.57	$ 69,323.83	$ 66,225.98	$ 417,152.13
2037	$ 114,714.67	$ 131,826.28	$ 12,706.46	$ 22,297.78	$ 72,290.90	$ 63,258.92	$ 417,095.00
2038	$ 120,570.98	$ 126,090.54	$ 12,132.89	$ 22,743.74	$ 75,384.95	$ 60,164.87	$ 417,087.96
2039	$ 127,116.26	$ 120,061.99	$ 11,530.03	$ 23,198.61	$ 78,611.42	$ 56,938.40	$ 417,456.71
2040	$ 133,661.54	$ 113,706.18	$ 10,894.45	$ 23,662.58	$ 81,975.99	$ 53,573.83	$ 417,474.57
2041	$ 140,551.31	$ 107,023.10	$ 10,226.14	$ 24,135.83	$ 85,484.56	$ 50,065.26	$ 417,486.21
2042	$ 147,785.57	$ 99,995.54	$ 9,523.38	$ 24,618.55	$ 89,143.30	$ 46,406.52	$ 417,472.86
2043	$ 156,053.29	$ 92,236.80	$ 8,784.46	$ 25,110.92	$ 92,958.63	$ 42,591.18	$ 417,735.28
2044	$ 164,665.50	$ 84,044.00	$ 8,004.19	$ 25,613.14	$ 96,937.26	$ 38,612.55	$ 417,876.65
2045	$ 173,622.20	$ 75,399.06	$ 7,180.86	$ 26,125.40	$ 101,086.18	$ 34,463.64	$ 417,877.35
2046	$ 183,267.88	$ 66,283.89	$ 6,312.75	$ 26,647.91	$ 105,412.67	$ 30,137.15	$ 418,062.26
2047	$ 193,258.05	$ 56,662.33	$ 5,396.41	$ 27,180.87	$ 109,924.33	$ 25,625.49	$ 418,047.48
2048	$ 203,937.19	$ 46,516.28	$ 4,430.12	$ 27,724.49	$ 114,629.09	$ 20,920.73	$ 418,157.90
2049	$ 215,305.31	$ 35,809.58	$ 3,410.44	$ 28,278.98	$ 119,535.22	$ 16,014.60	$ 418,354.12
2050	$ 227,017.92	$ 24,506.05	$ 2,333.91	$ 28,844.56	$ 124,651.32	$ 10,898.49	$ 418,252.26
2051	$ 239,764.00	$ 12,587.61	$ 1,198.82	$ 29,421.45	$ 129,986.40	$ 5,563.42	$ 418,521.69
Total	**$ 3,619,885.17**	**$ 3,310,000.97**	**$ 320,537.94**	**$ 638,648.35**	**$ 2,187,501.98**	**$ 1,607,892.93**	**$ 11,684,467.34**

Footnotes:

(1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

(2) Interest on the Reimbursement Obligation is calculated at 4.28%. The Bond Buyer weekly index of 20-Bond Revenue was used to calculate the highest average index rate for tax-exempt bonds of 2.28% for the week of October 25, 2021.

(3) Additional Interest is not charged on the Reimbursement Obligation.

BACKYARD PUBLIC IMPROVEMENT DISTRICT – TRACT 2A – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF BEE CAVE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

TRACT 2A PRINCIPAL ASSESSMENT: $5,200,445.68

As the purchaser of the real property described above, you are obligated to pay assessments to City of Bee Cave, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Backyard Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Bee Cave. The exact amount of each annual installment will be approved each year by the Bee Cave City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Bee Cave.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - TRACT 2A

	PID Bonds				Reimbursement Obligation		
Installment Due 1/31	Principal	Interest[2]	Additional Interest	Annual Collection Costs	Principal	Interest[3]	Total Annual Installment[1]
2024	$ 55,835.84	$ 163,944.53	$ 16,207.82	$ 15,435.45	$ 37,543.10	$ 83,840.14	$ 372,806.88
2025	$ 58,303.73	$ 161,641.30	$ 15,928.64	$ 15,744.15	$ 39,149.94	$ 82,233.30	$ 373,001.06
2026	$ 60,463.12	$ 159,236.27	$ 15,637.12	$ 16,059.04	$ 40,825.56	$ 80,557.68	$ 372,778.79
2027	$ 63,239.49	$ 156,742.17	$ 15,334.81	$ 16,380.22	$ 42,572.89	$ 78,810.35	$ 373,079.92
2028	$ 66,324.35	$ 153,738.29	$ 15,018.61	$ 16,707.82	$ 44,395.01	$ 76,988.23	$ 373,172.31
2029	$ 69,409.20	$ 150,587.88	$ 14,686.99	$ 17,041.98	$ 46,295.12	$ 75,088.12	$ 373,109.29
2030	$ 72,802.54	$ 147,290.95	$ 14,339.94	$ 17,382.82	$ 48,276.55	$ 73,106.69	$ 373,199.48
2031	$ 76,195.88	$ 143,832.83	$ 13,975.93	$ 17,730.48	$ 50,342.79	$ 71,040.45	$ 373,118.35
2032	$ 79,897.70	$ 140,213.52	$ 13,594.95	$ 18,085.09	$ 52,497.46	$ 68,885.78	$ 373,174.50
2033	$ 84,216.49	$ 136,218.64	$ 13,195.46	$ 18,446.79	$ 54,744.35	$ 66,638.89	$ 373,460.62
2034	$ 88,535.29	$ 132,007.81	$ 12,774.38	$ 18,815.72	$ 57,087.41	$ 64,295.83	$ 373,516.44
2035	$ 92,854.08	$ 127,581.05	$ 12,331.70	$ 19,192.04	$ 59,530.75	$ 61,852.49	$ 373,342.11
2036	$ 97,789.85	$ 122,938.34	$ 11,867.43	$ 19,575.88	$ 62,078.66	$ 59,304.58	$ 373,554.74
2037	$ 102,725.61	$ 118,048.85	$ 11,378.48	$ 19,967.40	$ 64,735.63	$ 56,647.61	$ 373,503.58
2038	$ 107,969.87	$ 112,912.57	$ 10,864.85	$ 20,366.74	$ 67,506.32	$ 53,876.92	$ 373,497.27
2039	$ 113,831.09	$ 107,514.08	$ 10,325.00	$ 20,774.08	$ 70,395.59	$ 50,987.65	$ 373,827.49
2040	$ 119,692.31	$ 101,822.52	$ 9,755.85	$ 21,189.56	$ 73,408.52	$ 47,974.72	$ 373,843.48
2041	$ 125,862.01	$ 95,837.91	$ 9,157.39	$ 21,613.35	$ 76,550.40	$ 44,832.84	$ 373,853.90
2042	$ 132,340.21	$ 89,544.81	$ 8,528.08	$ 22,045.62	$ 79,826.76	$ 41,556.48	$ 373,841.95
2043	$ 139,743.85	$ 82,596.95	$ 7,866.38	$ 22,486.53	$ 83,243.34	$ 38,139.89	$ 374,076.95
2044	$ 147,455.99	$ 75,260.39	$ 7,167.66	$ 22,936.26	$ 86,806.16	$ 34,577.08	$ 374,203.54
2045	$ 155,476.61	$ 67,518.96	$ 6,430.38	$ 23,394.99	$ 90,521.46	$ 30,861.78	$ 374,204.16
2046	$ 164,114.20	$ 59,356.43	$ 5,652.99	$ 23,862.89	$ 94,395.78	$ 26,987.46	$ 374,369.75
2047	$ 173,060.27	$ 50,740.44	$ 4,832.42	$ 24,340.14	$ 98,435.92	$ 22,947.32	$ 374,356.51
2048	$ 182,623.31	$ 41,654.77	$ 3,967.12	$ 24,826.95	$ 102,648.98	$ 18,734.26	$ 374,455.40
2049	$ 192,803.33	$ 32,067.05	$ 3,054.00	$ 25,323.49	$ 107,042.36	$ 14,340.88	$ 374,631.11
2050	$ 203,291.83	$ 21,944.88	$ 2,089.99	$ 25,829.95	$ 111,623.77	$ 9,759.47	$ 374,539.89
2051	$ 214,705.79	$ 11,272.05	$ 1,073.53	$ 26,346.55	$ 116,401.27	$ 4,981.97	$ 374,781.17
Total	**$ 3,241,563.84**	**$ 2,964,066.25**	**$ 287,037.89**	**$ 571,901.95**	**$ 1,958,881.84**	**$ 1,439,848.87**	**$ 10,463,300.64**

Footnotes:

(1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

(2) Interest on the Reimbursement Obligation is calculated at 4.28%. The Bond Buyer weekly index of 20-Bond Revenue was used to calculate the highest average index rate for tax-exempt bonds of 2.28% for the week of October 25, 2021.

(3) Additional Interest is not charged on the Reimbursement Obligation.

BACKYARD PUBLIC IMPROVEMENT DISTRICT – TRACT 2B – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF BEE CAVE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

TRACT 2B PRINCIPAL ASSESSMENT: $2,459,850.91

As the purchaser of the real property described above, you are obligated to pay assessments to City of Bee Cave, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Backyard Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Bee Cave. The exact amount of each annual installment will be approved each year by the Bee Cave City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Bee Cave.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - TRACT 2B

	PID Bonds				Reimbursement Obligation		
Installment Due 1/31	Principal	Interest[2]	Additional Interest	Annual Collection Costs	Principal	Interest[3]	Total Annual Installment[1]
2024	$ 26,410.79	$ 77,547.03	$ 7,666.42	$ 7,301.08	$ 17,758.17	$ 39,657.03	$ 176,340.53
2025	$ 27,578.11	$ 76,457.58	$ 7,534.37	$ 7,447.11	$ 18,518.22	$ 38,896.98	$ 176,432.38
2026	$ 28,599.52	$ 75,319.98	$ 7,396.48	$ 7,596.05	$ 19,310.80	$ 38,104.40	$ 176,327.24
2027	$ 29,912.77	$ 74,140.25	$ 7,253.48	$ 7,747.97	$ 20,137.31	$ 37,277.90	$ 176,469.68
2028	$ 31,371.93	$ 72,719.40	$ 7,103.92	$ 7,902.93	$ 20,999.18	$ 36,416.03	$ 176,513.38
2029	$ 32,831.09	$ 71,229.23	$ 6,947.06	$ 8,060.99	$ 21,897.95	$ 35,517.26	$ 176,483.57
2030	$ 34,436.16	$ 69,669.75	$ 6,782.90	$ 8,222.21	$ 22,835.18	$ 34,580.03	$ 176,526.23
2031	$ 36,041.24	$ 68,034.04	$ 6,610.72	$ 8,386.65	$ 23,812.53	$ 33,602.68	$ 176,487.86
2032	$ 37,792.23	$ 66,322.08	$ 6,430.52	$ 8,554.38	$ 24,831.70	$ 32,583.51	$ 176,514.41
2033	$ 39,835.05	$ 64,432.47	$ 6,241.55	$ 8,725.47	$ 25,894.50	$ 31,520.71	$ 176,649.75
2034	$ 41,877.87	$ 62,440.71	$ 6,042.38	$ 8,899.98	$ 27,002.78	$ 30,412.42	$ 176,676.16
2035	$ 43,920.70	$ 60,346.82	$ 5,832.99	$ 9,077.98	$ 28,158.50	$ 29,256.71	$ 176,593.70
2036	$ 46,255.35	$ 58,150.79	$ 5,613.39	$ 9,259.54	$ 29,363.69	$ 28,051.52	$ 176,694.27
2037	$ 48,590.01	$ 55,838.02	$ 5,382.11	$ 9,444.73	$ 30,620.45	$ 26,794.76	$ 176,670.08
2038	$ 51,070.58	$ 53,408.52	$ 5,139.16	$ 9,633.63	$ 31,931.01	$ 25,484.20	$ 176,667.09
2039	$ 53,842.98	$ 50,854.99	$ 4,883.81	$ 9,826.30	$ 33,297.66	$ 24,117.55	$ 176,823.28
2040	$ 56,615.38	$ 48,162.84	$ 4,614.59	$ 10,022.83	$ 34,722.79	$ 22,692.41	$ 176,830.85
2041	$ 59,533.70	$ 45,332.07	$ 4,331.51	$ 10,223.28	$ 36,208.93	$ 21,206.28	$ 176,835.78
2042	$ 62,597.94	$ 42,355.38	$ 4,033.85	$ 10,427.75	$ 37,758.67	$ 19,656.54	$ 176,830.12
2043	$ 66,099.92	$ 39,068.99	$ 3,720.86	$ 10,636.30	$ 39,374.74	$ 18,040.46	$ 176,941.28
2044	$ 69,747.82	$ 35,598.75	$ 3,390.36	$ 10,849.03	$ 41,059.98	$ 16,355.23	$ 177,001.16
2045	$ 73,541.63	$ 31,936.99	$ 3,041.62	$ 11,066.01	$ 42,817.35	$ 14,597.86	$ 177,001.46
2046	$ 77,627.28	$ 28,076.05	$ 2,673.91	$ 11,287.33	$ 44,649.93	$ 12,765.28	$ 177,079.78
2047	$ 81,858.84	$ 24,000.62	$ 2,285.77	$ 11,513.08	$ 46,560.95	$ 10,854.26	$ 177,073.52
2048	$ 86,382.24	$ 19,703.03	$ 1,876.48	$ 11,743.34	$ 48,553.76	$ 8,861.45	$ 177,120.29
2049	$ 91,197.46	$ 15,167.96	$ 1,444.57	$ 11,978.20	$ 50,631.86	$ 6,783.35	$ 177,203.40
2050	$ 96,158.60	$ 10,380.10	$ 988.58	$ 12,217.77	$ 52,798.90	$ 4,616.31	$ 177,160.26
2051	$ 101,557.49	$ 5,331.77	$ 507.79	$ 12,462.12	$ 55,058.70	$ 2,356.51	$ 177,274.38
Total	**$ 1,533,284.69**	**$ 1,402,026.19**	**$ 135,771.13**	**$ 270,514.04**	**$ 926,566.22**	**$ 681,059.62**	**$ 4,949,221.89**

Footnotes:

(1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

(2) Interest on the Reimbursement Obligation is calculated at 4.28%. The Bond Buyer weekly index of 20-Bond Revenue was used to calculate the highest average index rate for tax-exempt bonds of 2.28% for the week of October 25, 2021.

(3) Additional Interest is not charged on the Reimbursement Obligation.

BACKYARD PUBLIC IMPROVEMENT DISTRICT – TRACT 3 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF BEE CAVE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

TRACT 3 PRINCIPAL ASSESSMENT: $1,545,428.07

As the purchaser of the real property described above, you are obligated to pay assessments to City of Bee Cave, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Backyard Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Bee Cave. The exact amount of each annual installment will be approved each year by the Bee Cave City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Bee Cave.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - TRACT 3

	PID Bonds				Reimbursement Obligation		
Installment Due 1/31	Principal	Interest[2]	Additional Interest	Annual Collection Costs	Principal	Interest[3]	Total Annual Installment[1]
2024	$ 16,592.86	$ 48,719.76	$ 4,816.51	$ 4,586.99	$ 11,156.77	$ 24,914.96	$ 110,787.85
2025	$ 17,326.25	$ 48,035.31	$ 4,733.55	$ 4,678.73	$ 11,634.28	$ 24,437.45	$ 110,845.56
2026	$ 17,967.96	$ 47,320.60	$ 4,646.92	$ 4,772.30	$ 12,132.22	$ 23,939.51	$ 110,779.51
2027	$ 18,793.02	$ 46,579.42	$ 4,557.08	$ 4,867.75	$ 12,651.48	$ 23,420.25	$ 110,869.00
2028	$ 19,709.75	$ 45,686.75	$ 4,463.11	$ 4,965.10	$ 13,192.97	$ 22,878.76	$ 110,896.45
2029	$ 20,626.49	$ 44,750.54	$ 4,364.56	$ 5,064.40	$ 13,757.62	$ 22,314.10	$ 110,877.72
2030	$ 21,634.89	$ 43,770.78	$ 4,261.43	$ 5,165.69	$ 14,346.45	$ 21,725.28	$ 110,904.53
2031	$ 22,643.30	$ 42,743.12	$ 4,153.26	$ 5,269.01	$ 14,960.48	$ 21,111.25	$ 110,880.41
2032	$ 23,743.38	$ 41,667.57	$ 4,040.04	$ 5,374.39	$ 15,600.79	$ 20,470.94	$ 110,897.10
2033	$ 25,026.80	$ 40,480.40	$ 3,921.32	$ 5,481.87	$ 16,268.50	$ 19,803.23	$ 110,982.13
2034	$ 26,310.23	$ 39,229.06	$ 3,796.19	$ 5,591.51	$ 16,964.79	$ 19,106.94	$ 110,998.72
2035	$ 27,593.66	$ 37,913.55	$ 3,664.64	$ 5,703.34	$ 17,690.89	$ 18,380.84	$ 110,946.91
2036	$ 29,060.43	$ 36,533.86	$ 3,526.67	$ 5,817.41	$ 18,448.06	$ 17,623.67	$ 111,010.10
2037	$ 30,527.20	$ 35,080.84	$ 3,381.37	$ 5,933.76	$ 19,237.63	$ 16,834.10	$ 110,994.90
2038	$ 32,085.65	$ 33,554.48	$ 3,228.73	$ 6,052.43	$ 20,061.00	$ 16,010.73	$ 110,993.02
2039	$ 33,827.44	$ 31,950.20	$ 3,068.30	$ 6,173.48	$ 20,919.61	$ 15,152.11	$ 111,091.15
2040	$ 35,569.23	$ 30,258.83	$ 2,899.17	$ 6,296.95	$ 21,814.97	$ 14,256.76	$ 111,095.90
2041	$ 37,402.70	$ 28,480.37	$ 2,721.32	$ 6,422.89	$ 22,748.65	$ 13,323.07	$ 111,099.00
2042	$ 39,327.84	$ 26,610.23	$ 2,534.31	$ 6,551.35	$ 23,722.30	$ 12,349.43	$ 111,095.45
2043	$ 41,527.99	$ 24,545.52	$ 2,337.67	$ 6,682.37	$ 24,737.61	$ 11,334.12	$ 111,165.28
2044	$ 43,819.83	$ 22,365.30	$ 2,130.03	$ 6,816.02	$ 25,796.38	$ 10,275.35	$ 111,202.90
2045	$ 46,203.33	$ 20,064.76	$ 1,910.93	$ 6,952.34	$ 26,900.47	$ 9,171.26	$ 111,203.09
2046	$ 48,770.18	$ 17,639.08	$ 1,679.91	$ 7,091.39	$ 28,051.81	$ 8,019.92	$ 111,252.30
2047	$ 51,428.71	$ 15,078.65	$ 1,436.06	$ 7,233.21	$ 29,252.42	$ 6,819.31	$ 111,248.36
2048	$ 54,270.58	$ 12,378.64	$ 1,178.92	$ 7,377.88	$ 30,504.43	$ 5,567.30	$ 111,277.75
2049	$ 57,295.80	$ 9,529.44	$ 907.57	$ 7,525.44	$ 31,810.02	$ 4,261.71	$ 111,329.96
2050	$ 60,412.69	$ 6,521.41	$ 621.09	$ 7,675.95	$ 33,171.48	$ 2,900.24	$ 111,302.86
2051	$ 63,804.60	$ 3,349.74	$ 319.02	$ 7,829.46	$ 34,591.22	$ 1,480.50	$ 111,374.56
Total	**$ 963,302.78**	**$ 880,838.20**	**$ 85,299.69**	**$ 169,953.38**	**$ 582,125.30**	**$ 427,883.11**	**$ 3,109,402.45**

Footnotes:

(1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

(2) Interest on the Reimbursement Obligation is calculated at 4.28%. The Bond Buyer weekly index of 20-Bond Revenue was used to calculate the highest average index rate for tax-exempt bonds of 2.28% for the week of October 25, 2021.

(3) Additional Interest is not charged on the Reimbursement Obligation.

BACKYARD PUBLIC IMPROVEMENT DISTRICT – TRACT 4 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

1) under a court order or foreclosure sale;
2) by a trustee in bankruptcy;
3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6) from one co-owner to another co-owner of an undivided interest in the real property;
7) to a spouse or a person in the lineal line of consanguinity of the seller;
8) to or from a governmental entity; or
9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING[1] RETURN TO:

_____
_____
_____
_____
_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF BEE CAVE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

TRACT 4 PRINCIPAL ASSESSMENT: $1,844,888.18

As the purchaser of the real property described above, you are obligated to pay assessments to City of Bee Cave, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Backyard Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Bee Cave. The exact amount of each annual installment will be approved each year by the Bee Cave City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Bee Cave.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - TRACT 4

	PID Bonds				Reimbursement Obligation		
Installment Due 1/31	Principal	Interest[2]	Additional Interest	Annual Collection Costs	Principal	Interest[3]	Total Annual Installment[1]
2024	$ 19,808.09	$ 58,160.27	$ 5,749.82	$ 5,475.81	$ 13,318.63	$ 29,742.78	$ 132,255.40
2025	$ 20,683.58	$ 57,343.19	$ 5,650.78	$ 5,585.33	$ 13,888.67	$ 29,172.74	$ 132,324.28
2026	$ 21,449.64	$ 56,489.99	$ 5,547.36	$ 5,697.04	$ 14,483.10	$ 28,578.30	$ 132,245.43
2027	$ 22,434.58	$ 55,605.19	$ 5,440.11	$ 5,810.98	$ 15,102.98	$ 27,958.43	$ 132,352.26
2028	$ 23,528.95	$ 54,539.55	$ 5,327.94	$ 5,927.20	$ 15,749.39	$ 27,312.02	$ 132,385.03
2029	$ 24,623.31	$ 53,421.92	$ 5,210.29	$ 6,045.74	$ 16,423.46	$ 26,637.95	$ 132,362.68
2030	$ 25,827.12	$ 52,252.32	$ 5,087.18	$ 6,166.66	$ 17,126.39	$ 25,935.02	$ 132,394.68
2031	$ 27,030.93	$ 51,025.53	$ 4,958.04	$ 6,289.99	$ 17,859.39	$ 25,202.01	$ 132,365.89
2032	$ 28,344.17	$ 49,741.56	$ 4,822.89	$ 6,415.79	$ 18,623.78	$ 24,437.63	$ 132,385.81
2033	$ 29,876.29	$ 48,324.35	$ 4,681.17	$ 6,544.10	$ 19,420.87	$ 23,640.53	$ 132,487.31
2034	$ 31,408.41	$ 46,830.54	$ 4,531.78	$ 6,674.99	$ 20,252.09	$ 22,809.32	$ 132,507.12
2035	$ 32,940.52	$ 45,260.11	$ 4,374.74	$ 6,808.49	$ 21,118.88	$ 21,942.53	$ 132,445.27
2036	$ 34,691.51	$ 43,613.09	$ 4,210.04	$ 6,944.66	$ 22,022.77	$ 21,038.64	$ 132,520.71
2037	$ 36,442.51	$ 41,878.51	$ 4,036.58	$ 7,083.55	$ 22,965.34	$ 20,096.07	$ 132,502.56
2038	$ 38,302.93	$ 40,056.39	$ 3,854.37	$ 7,225.22	$ 23,948.26	$ 19,113.15	$ 132,500.32
2039	$ 40,382.24	$ 38,141.24	$ 3,662.85	$ 7,369.72	$ 24,973.24	$ 18,088.16	$ 132,617.46
2040	$ 42,461.54	$ 36,122.13	$ 3,460.94	$ 7,517.12	$ 26,042.10	$ 17,019.31	$ 132,623.14
2041	$ 44,650.28	$ 33,999.05	$ 3,248.64	$ 7,667.46	$ 27,156.70	$ 15,904.71	$ 132,626.83
2042	$ 46,948.45	$ 31,766.54	$ 3,025.38	$ 7,820.81	$ 28,319.00	$ 14,742.40	$ 132,622.59
2043	$ 49,574.94	$ 29,301.74	$ 2,790.64	$ 7,977.23	$ 29,531.06	$ 13,530.35	$ 132,705.96
2044	$ 52,310.86	$ 26,699.06	$ 2,542.77	$ 8,136.77	$ 30,794.99	$ 12,266.42	$ 132,750.87
2045	$ 55,156.23	$ 23,952.74	$ 2,281.21	$ 8,299.51	$ 32,113.01	$ 10,948.39	$ 132,751.09
2046	$ 58,220.46	$ 21,057.04	$ 2,005.43	$ 8,465.50	$ 33,487.45	$ 9,573.96	$ 132,809.83
2047	$ 61,394.13	$ 18,000.46	$ 1,714.33	$ 8,634.81	$ 34,920.71	$ 8,140.69	$ 132,805.14
2048	$ 64,786.68	$ 14,777.27	$ 1,407.36	$ 8,807.50	$ 36,415.32	$ 6,646.09	$ 132,840.22
2049	$ 68,398.10	$ 11,375.97	$ 1,083.43	$ 8,983.65	$ 37,973.89	$ 5,087.51	$ 132,902.55
2050	$ 72,118.95	$ 7,785.07	$ 741.44	$ 9,163.33	$ 39,599.18	$ 3,462.23	$ 132,870.19
2051	$ 76,168.12	$ 3,998.83	$ 380.84	$ 9,346.59	$ 41,294.02	$ 1,767.38	$ 132,955.79
Total	**$ 1,149,963.52**	**$ 1,051,519.65**	**$ 101,828.35**	**$ 202,885.53**	**$ 694,924.66**	**$ 510,794.72**	**$ 3,711,916.42**

Footnotes:

(1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

(2) Interest on the Reimbursement Obligation is calculated at 4.28%. The Bond Buyer weekly index of 20-Bond Revenue was used to calculate the highest average index rate for tax-exempt bonds of 2.28% for the week of October 25, 2021.

(3) Additional Interest is not charged on the Reimbursement Obligation.

City Council Meeting
6/27/2023
Agenda Item Transmittal

Agenda Item:	**9.**
Agenda Title:	**Discuss and consider action on a Site & NPS Plan Amendment for expansion of the Whole Foods located in the Hill Country Galleria at 12601 Hill Country Blvd., Bee Cave, TX**
Council Action:	**Approve or deny**
Department:	**Planning and Development**
Staff Contact:	**Logan Maurer/Kevin Sawtelle**

1. INTRODUCTION/PURPOSE

A proposed 3,838 square foot building expansion and associated site modifications to the Whole Foods within the Hill Country Galleria (HCG)

2. DESCRIPTION/JUSTIFICATION

a) Background

The improvements are proposed within Lot 1A, Block A of the Hill Country Galleria and the zoning for this tract was established in Ordinance 141 as Town Center Planned Development District. The legal description of the project site is Lot 1A, Block A Hill Country Galleria Mall Subdivision a replat of Lot 1, Block A, Hill Country Galleria, a subdivision of record in Document No. 201400080 of the official public records of Travis County.

The existing Whole Foods building is approximately 39,215 square feet (SF) of gross floor with a proposed expansion of 3,838 SF for a gross square footage of approximately 43,050 SF. HCG Ordinance No. 11-72 includes a 38,000 SF limitation on the building footprint. The footprint itself is currently 33,367 SF per final record drawings. With the proposed expansion, the footprint will be 37,205 SF which is within this limitation.

b) Issues and Analysis

The expansion will remove the sidewalk adjacent to the building and 14 parking spaces on the south side of the existing building; however, the parking still complies with the overall parking agreement for the HCG PDD which does not have a minimum or maximum number of parking spaces required. The HCG PDD also do not require the sidewalk connectivity so there is nothing preventing removal of this portion of sidewalk.

The proposed improvements result in a net decrease in overall impervious cover so no drainage or water

quality improvements are required as part of this project outside of relocating a segment of existing 24-inch storm pipe on the south side of the building to allow for utility relocations consisting of waterline, wastewater line, and a grease interceptor vault which requires a partial public utility easement release.

The improvements will result in relocation of one existing tree and complete removal of another tree. Staff does not recommend requiring relocation or replacement since this tree was required to meet parking shading requirements under the current condition. With these parking spaces being removed, the shading requirement that this particular tree met is not longer necessary.

Architectural plans were submitted and administratively approved by Staff as they comply with current City requirements and the requirements set forth in the HCG PDD zoning ordinance (06-08-22-A).

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends approval with the following conditions:

1. Record the partial public utility easement vacation with Travis County associated with relocation of the wastewater line.

2. Provide the final Cover Sheet signed by all applicable agencies.

ATTACHMENTS:

Description	Type
Site Plan Amendment Plans	Site Plan
WF Building Expansion Exhibit	Exhibit
Ord. 11-72	Ordinance
Ord. 06-08-22-A	Ordinance

WTCPUA PROJECT NUMBER 71-23-003

REVISIONS

No.	DESCRIPTION	REVISE (R) DELETE (D) ADD (A)	TOTAL SHEETS IN PLAN	NET CHANGE IMPERV. COVER	SITE IMPERV. COVER	% IMP. COVER	APPROVAL DATE

SITE PLAN AMENDMENT FOR WHOLE FOODS EXPANSION HILL COUNTRY GALLERIA

12601 HILL COUNTRY BLVD. BEE CAVE, TEXAS

	Sheet List Table
Sheet Number	Sheet Title
01	COVER SHEET
02	FINAL PLAT
03	GENERAL NOTES
04	HILL COUNTRY GALLERIA OVERALL SITE PLAN
05	HILL COUNTRY GALLERIA OVERALL SITE PLAN CALCULATIONS
06	PROJECT SITE
07	EROSION CONTROL AND STAGING PLAN
08	DEMOLITION PLAN
09	PAVING, GRADING, AND STORM PLAN
10	UTILITY PLAN
11	OVERALL WATERLINE LAYOUT
12	CONSTRUCTION DETAILS SHEET 1
13	CONSTRUCTION DETAILS SHEET 2
14/A301	EXTERIOR ELEVATIONS – EXISTING
15/A302	EXTERIOR ELEVATIONS – PROPOSED

DATE OF SUBMITTAL: 04/22/2023

OWNER AND DEVELOPER NAME AND ADDRESS

CSHV HCG RETAIL, LLC
12912 HILL COUNTRY BLVD.
SUITE T–100
BEE CAVE, TEXAS 78738

LEGAL DESCRIPTION

LOT 1A, BLOCK A HILL COUNTRY GALLERIA SUBDIVISION, A REPLAT OF LOT 1, BLOCK A, HILL COUNTRY GALLERIA, A SUBDIVISION OF RECORD IN DOCUMENT NO. 201400080 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

ZONING: "PDD–TC" PLANNED DEVELOPMENT DISTRICT–TOWN CENTER

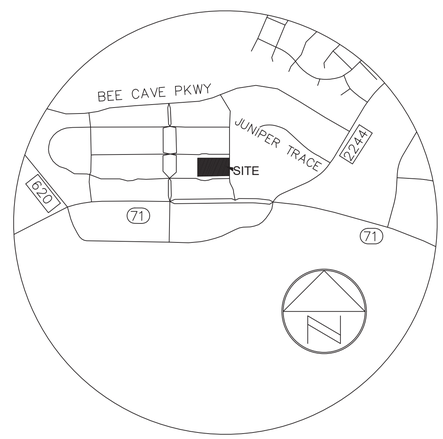
WATERSHED: LITTLE BARTON CREEK/LAKE AUSTIN

ENGINEER'S CERTIFICATION:

I, THE UNDERSIGNED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT ALL REQUIRED DOCUMENTS ENCLOSED ARE ACCURATE AND COMPLETE AND THAT THE PROVISIONS CONTAINED ON THIS PLAN COMPLY WITH THE DEVELOPMENT ORDINANCE AND DRAINAGE POLICIES ADOPTED BY THE CITY OF BEE CAVE AND OTHER FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS IN EFFECT ON THIS DATE.

STATE OF TEXAS
SCOTT J. FOSTER
84652
LICENSED
PROFESSIONAL ENGINEER
5/26/2023

LICENSED PROFESSIONAL ENGINEER
REGISTRATION NO. 84652
360 PROFESSIONAL SERVICES, INC.
P.O. BOX 3639
CEDAR PARK, TEXAS 78630



VICINITY MAP
N.T.S.

APRIL 22, 2023 — OFFICIAL SUBMITTAL DATE
23–775–SAMN — CITY PERMIT NO.

APPROVED BY:

CITY OF BEE CAVE — DATE

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT #6 – LAKE TRAVIS FIRE RESCUE — DATE

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY — DATE

GENERAL PLAN NOTES:

1. NO PORTION OF THIS SITE IS LOCATED WITHIN THE 100–YEAR FLOOD PLAIN. FIRM PANEL NO. 48453C0415J, DATED JANUARY 22, 2020 FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.
2. THIS PROJECT IS LOCATED WITHIN THE EDWARD'S AQUIFER CONTRIBUTING ZONE AND IS PERMITTED UNDER EAPP ID #11–13021802.

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY NOTES:

1. WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY IS THE WATER AND WASTEWATER PROVIDER.
2. WTCPUA DOES NOT GUARANTEE FIRE FLOW.
3. A WTCPUA REPRESENTATIVE MUST BE PRESENT AT TIME OF CONNECTION TO THE EXISTING SYSTEM.
4. ALL WATER AND WASTEWATER INFRASTRUCTURE SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF AUSTIN STANDARD SPECIFICATION FOR WATER AND WASTEWATER CONSTRUCTION AND WITH MATERIALS FROM THE APPROVED CITY OF AUSTIN STANDARD PRODUCT LIST.
5. WTCPUA 71 WATER SYSTEM GRID J–13, PRESSURE PLANE – 1080 HGL. WTCPUA WW SYSTEM GRID –D8

MATERIALS LIST FOR WTCPUA PUBLIC INFRASTRUCTURE			
	DESCRIPTION	QTY	UNIT
UTILITY IMPROVEMENTS			
1	10" Gate Valve & Box (Restrained)	2	EA
2	10" Plugs on Existing Waterline	2	EA
ALL WATER AND WASTEWATER INFRASTRUCTURE SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF AUSTIN STANDARD SPECIFICATION FOR WATER AND WASTEWATER CONSTRUCTION AND WITH MATERIALS FROM THE APPROVED CITY OF AUSTIN STANDARD PRODUCT LIST			

APRIL 2023

PREPARED BY:

CIVIL ENGINEER:

360 PROFESSIONAL SERVICES, INC.
TEXAS REGISTRATION F4932
P.O. BOX 3639
CEDAR PARK, TEXAS 78630
PHONE (512) 354–4682

ARCHITECT:
NELSON PARTNERS ARCHITECTS & PLANNERS
905 CONGRESS AVENUE
AUSTIN, TEXAS 78701
PHONE: (512) 457–8400
CONTACT: DENIM WEAVER

SURVEYOR:
EARLY LAND SURVEYING, LLC
P.O. BOX 92588
AUSTIN, TX 78709
PHONE (512) 202–8631
CONTACT: JOBY EARLY

SHEET
01

XREF: C:\Users\Shared\Projects\Hill Country Galleria\Cad\Sheets\01 COVER.dwg
LAYOUT: C-01 COVER SHEET PLOT DATE: 5/26/2023 8:24am PLOTTED BY: marred

201400080

SHEET 1 OF 6

PLAT NOTE:

THE PURPOSE OF THIS REPLAT IS THE SUBDIVISION OF LOT 1, BLOCK A OF THE AMENDED FINAL PLAT, HILL COUNTRY GALLERIA MALL SUBDIVISION A REPLAT OF LOT 1, BLOCK A, HILL COUNTRY GALLERIA, BLOCK C, A SUBDIVISION OF RECORD IN DOCUMENT NO. 200700078 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS AND REPLAT OF LOT 1, BLOCK A, HILL COUNTRY GALLERIA, A SUBDIVISION OF RECORD IN DOCUMENT NO. 201100058 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (THE "PROR PLATS"), INTO LOT 1A, LOT 1B, LOT 1C, LOT 1D, LOT 1E, AND LOT1F, BLOCK A, AS SHOWN HEREON. THE PURPOSE OF THE REPLAT IS TO REMOVE ALL OF THE LOTS FROM THE PROR PLATS AND THE OTHER PROVISIONS OF THE PROR PLATS THAT ENCUMBER, BENEFIT, OR OTHERWISE AFFECT LOT 1, BLOCK A, REMAIN IN FULL FORCE AND EFFECT. THIS REPLAT IS CONTROLLING OVER THE PROR PLATS WITHOUT VACATION OF THE PROR PLATS, BUT IT DOES NOT AMEND OR REMOVE ANY COVENANT OR RESTRICTION APPLICABLE TO LOT 1, BLOCK A AS CREATED IN THE PROR PLATS.

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT HILL COUNTRY TEXAS GALLERIA, LLC., A TEXAS LIMITED LIABILITY COMPANY , ACTING HEREIN BY AND THROUGH ADRIAN OVERSTREET, MANAGING MEMBER, OWNER OF LOT 1 , BLOCK A, OF LOT 1, BLOCK A, HILL COUNTRY GALLERIA , A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 201100058, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DO HEREBY AMEND AND REPLAT SAID LOT IN ACCORDANCE WITH THE PLAT AS SHOWN HEREON, TO BE KNOWN AS:

HILL COUNTRY GALLERIA MALL SURDIVISION, A REPLAT OF LOT 1, BLOCK A, OF LOT 1, BLOCK A, HILL COUNTRY GALLERIA

AND DO HEREBY DEDICATE TO THE PUBLIC THE EASEMENTS HEREON, SUBJECT TO ANY EASEMENTS AND OR RESTRICTIONS GRANTED AND NOT RELEASED.

OWNER: HILL COUNTRY TEXAS GALLERIA, LLC
12700 HILL COUNTRY BLVD., STE T-100
BEE CAVE, TX 78738

THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE CITY OF BEE CAVE, TEXAS.

WITNESS MY HAND THIS THE 1 DAY OF April, 2014

BY: _____
ADRIAN OVERSTREET, MANAGING MEMBER

PRINTED NAME AND TITLE

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED ADRIAN OVERSTREET, MANAGING MEMBER, ON BEHALF OF HILL COUNTRY TEXAS GALLERIA, LLC., A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 1 DAY OF April, 2014

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

JOANNE SCHRODER WOLF
Notary Public, State of Texas
My Commission Expires
September 24, 2016

FEMA NOTE: NO PORTION OF THIS SITE IS LOCATED WITHIN THE 100-YEAR FLOOD PLAIN. FIRM PANEL NO. 48453C0145H, DATED SEPTEMBER 26, 2008 AND 48453C0605H, DATE SEPTEMBER 26, 2008, FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS.

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS

THAT I, SCOTT J. FORTILE, A LICENSED PROFESSIONAL ENGINEER, LICENSED IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT AND THAT IT MEETS THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE CITY OF BEE CAVE, TEXAS.

DATE: 4/18/14

SCOTT J. FORTILE
PROFESSIONAL ENGINEER No. 84612 STATE OF TEXAS
360 PROFESSIONAL SERVICES, INC.
TBPE NO. F4932
P.O. BOX 3639
CEDAR PARK, TEXAS 78630
(512) 354-4682

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS

I, JOHN E. BRAUTIGAM, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON AS SET WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF BEE CAVE, TEXAS.

DATE 03-17-2014

JOHN E. BRAUTIGAM
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 5687 STATE OF TEXAS
DELTA SURVEY GROUP, INC.
8213 BRODIE LANE, STE 102
AUSTIN, TEXAS 78745

STATE OF TEXAS
COUNTY OF TRAVIS:

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 10 DAY OF April, 20 14 A.D., AT 4:06 O'CLOCK P. M. AND DULY RECORDED ON THE 11 DAY OF April, 20 14 A.D., AT 8:54 O'CLOCK A. M. IN THE OFFICIAL RECORDS OF TRAVIS COUNTY, TEXAS IN DOCUMENT NUMBER 201400080 OF SAID COUNTY.
WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE DATE LAST AFORESAID.
, 20 , A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS
BY: Michael P. Gaertner Michael P. Gaertner, Deputy

FILED FOR RECORD AT: 4:06 O'CLOCK P. M., THIS THE 1 DAY OF April 20 14 A.D.

DANA DEBEAUVOIR, COUNTY CLERK, TRAVIS COUNTY, TEXAS
BY: Michael P. Gaertner Michael P. Gaertner, Deputy

NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY OF BEE CAVE ORDINANCES AND STATE LAW, AND IS SUBJECT TO FINES AND WITHOLDING OF UTILITIES AND BUILDING PERMITS.

Delta Survey Group Inc.
8213 Brodie Lane Ste. 102 Austin, TX. 78745
office: (512) 282-5200 fax: (512) 282-5230
WWW.DELTASURVEYGROUP.COM
TBPLS Firm No. 10004700

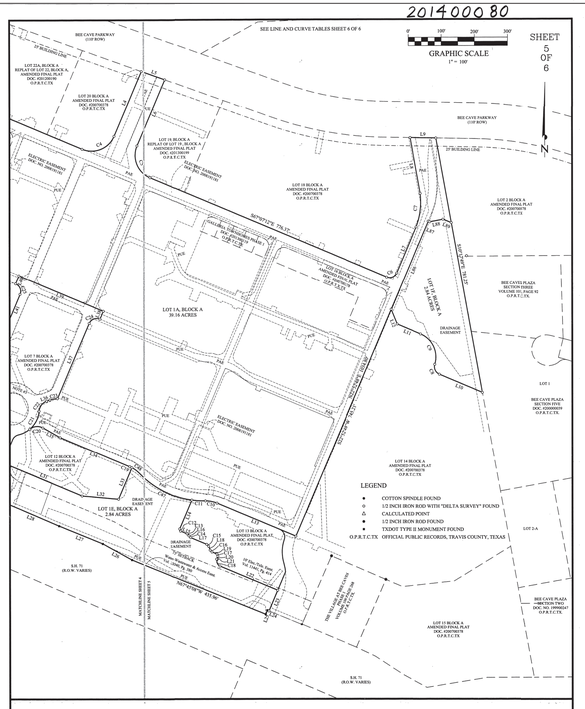
HILL COUNTRY GALLERIA MALL SUBDIVISION A
REPLAT OF LOT 1, BLOCK A, HILL COUNTRY GALLERIA
CITY OF BEE CAVE, TRAVIS COUNTY, TEXAS
FEBRUARY 2014

© 2014 Delta Survey Group, Inc.

201400080

SHEET 2 OF 6

GENERAL NOTE:
IN APPROVING THIS PLAT, THE CITY OF BEE CAVE, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR BUILD ANY BRIDGES OR ASSOCIATED IMPROVEMENTS TO SERVE THE SUBDIVISION, WHICH MAY BE REQUIRED TO ISSUE BUILDING PERMITS. NO DRIVEWAY OR SIGNS IN CONNECTION THEREWITH EXCEPT FOR TRAFFIC CONTROL ON ROADWAYS DEDICATED HEREBY. THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES, CULVERTS, DRAINAGE STRUCTURES, CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE CITY OF BEE CAVE, TEXAS, AND BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.



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HILL COUNTRY GALLERIA MALL SUBDIVISION A
REPLAT OF LOT 1, BLOCK A, HILL COUNTRY GALLERIA
CITY OF BEE CAVE, TRAVIS COUNTY, TEXAS
FEBRUARY 2014

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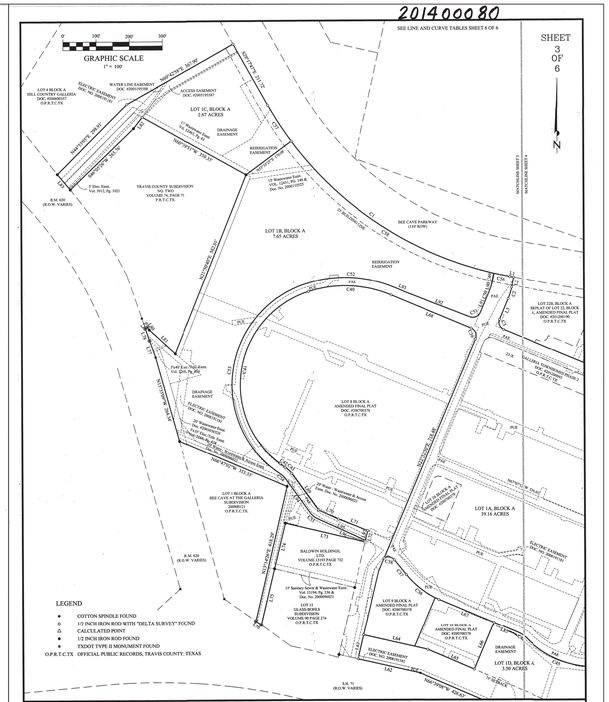
SHEET 3 OF 6



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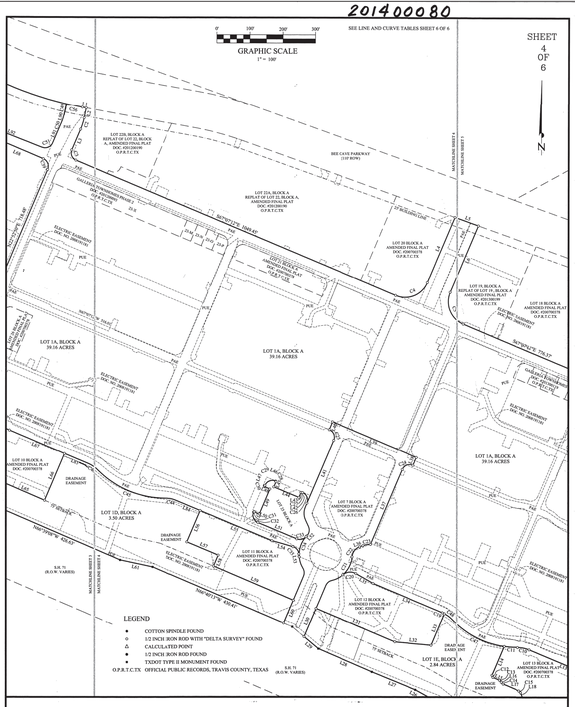

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FEBRUARY 2014

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SHEET 6 OF 6

LINE AND CURVE TABLES

LINE	BEARING	DISTANCE
L1	S79°41'15"E	11.46'
L2	S21°19'00"W	30.42'
L3	N21°19'00"E	30.42'
L4	N21°19'00"E	18.17'
L5	S21°19'00"W	73.17'
L6	S21°19'00"W	114.40'
L7	S21°19'00"W	17.58'
L8	S21°19'00"W	17.58'
L9	S89°02'05"E	78.50'
L10	N21°19'00"E	30.42'
L11	N21°19'00"E	76.17'
L12	N21°19'17"W	44.20'
L13	N21°19'17"W	37.79'
L14	N21°19'17"W	31.38'
L15	N67°40'43"E	5.17'
L16	N67°40'43"E	11.38'
L17	N67°40'43"E	11.38'
L18	N67°40'43"E	14.24'
L19	S21°19'00"W	9.04'
L20	S21°19'00"W	9.04'
L21	N67°40'43"E	19.04'
L22	S21°19'00"W	47.04'
L23	N67°40'43"E	12.67'
L24	N67°40'43"E	12.67'
L25	N68°54'54"W	190.72'
L26	N67°40'43"E	193.12'
L27	N67°40'43"E	14.24'
L28	N68°54'54"W	91.14'
L29	N21°19'00"E	91.14'
L30	N67°51'21"E	218.58'
L31	N67°51'21"E	218.58'
L32	N21°19'00"E	18.04'
L33	N67°51'21"W	103.77'
L34	N67°51'21"W	103.77'
L35	N50°08'39"E	19.00'
L37	N21°19'00"E	246.78'
L38	N21°19'00"E	246.78'
L39	N21°19'17"W	24.00'
L40	S21°19'00"W	20.00'
L41	S21°19'00"W	207.00'
L42	S21°19'00"W	20.00'
L43	S21°19'00"W	31.00'
L44	S21°19'00"W	62.00'
L45	S21°19'00"W	17.00'
L46	S21°19'00"W	17.00'
L47	S21°19'00"W	1.00'
L48	S67°51'21"E	16.00'
L49	S67°51'21"E	16.00'
L50	S67°51'21"E	16.00'
L51	N67°51'21"E	129.24'
L52	N67°51'21"E	129.24'
L53	N67°51'21"E	5.00'
L54	N21°19'00"E	31.00'
L55	N21°19'00"E	62.00'
L56	N21°19'00"E	31.00'
L57	N21°19'00"E	31.00'
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L61	N21°19'00"E	31.00'
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L63	N21°19'00"E	31.00'
L64	N21°19'00"E	31.00'
L65	N21°19'00"E	31.00'
L66	N21°19'00"E	31.00'
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L68	N21°19'00"E	31.00'
L69	N21°19'00"E	31.00'
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L179	N67°51'21"E	16.00'
L180	N67°51'21"E	16.00'
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L255	N67°51'21"E	16.00'
L256	N67°51'21"E	16.00'
L257	N67°51'21"E	16.00'

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	1031.00'	827.00'	804.72'	S34°20'12"E	45°57'23"
C2	15.00'	36.75'	28.28'	S17°00'22"E	139°52'22"
C3	15.00'	36.02'	28.04'	S22°06'46"E	137°31'16"
C4	15.00'	23.56'	21.21'	S21°19'00"W	90°00'00"
C5	15.00'	23.56'	21.21'	S21°19'00"W	90°00'00"
C6	15.00'	23.56'	21.21'	N21°19'00"E	90°00'00"
C7	15.00'	23.56'	21.21'	N21°19'00"E	90°00'00"
C8	15.00'	36.02'	28.04'	N22°06'46"W	137°31'16"
C9	15.00'	36.75'	28.28'	N17°00'22"W	139°52'22"
C10	1031.00'	1032.00'	989.00'	S50°05'03"W	57°21'07"
C11	15.00'	23.56'	21.21'	S21°19'00"W	90°00'00"
C12	15.00'	23.56'	21.21'	N68°41'00"W	90°00'00"
C13	15.00'	23.56'	21.21'	N21°19'00"E	90°00'00"
C14	15.00'	23.56'	21.21'	S68°41'00"E	90°00'00"
C15	15.00'	23.56'	21.21'	S21°19'00"W	90°00'00"
C16	15.00'	23.56'	21.21'	N68°41'00"W	90°00'00"
C17	15.00'	23.56'	21.21'	N21°19'00"E	90°00'00"
C18	15.00'	23.56'	21.21'	S68°41'00"E	90°00'00"
C19	15.00'	23.56'	21.21'	S21°19'00"W	90°00'00"
C20	15.00'	23.56'	21.21'	N68°41'00"W	90°00'00"
C21	15.00'	23.56'	21.21'	N21°19'00"E	90°00'00"
C22	15.00'	23.56'	21.21'	S68°41'00"E	90°00'00"
C23	15.00'	23.56'	21.21'	S21°19'00"W	90°00'00"
C24	15.00'	23.56'	21.21'	N68°41'00"W	90°00'00"
C25	15.00'	23.56'	21.21'	N21°19'00"E	90°00'00"
C26	15.00'	23.56'	21.21'	S68°41'00"E	90°00'00"
C27	15.00'	23.56'	21.21'	S21°19'00"W	90°00'00"
C28	15.00'	23.56'	21.21'	N68°41'00"W	90°00'00"
C29	15.00'	23.56'	21.21'	N21°19'00"E	90°00'00"
C30	15.00'	23.56'	21.21'	S68°41'00"E	90°00'00"
C31	15.00'	23.56'	21.21'	S21°19'00"W	90°00'00"
C32	15.00'	23.56'	21.21'	N68°41'00"W	90°00'00"
C33	15.00'	23.56'	21.21'	N21°19'00"E	90°00'00"
C34	15.00'	23.56'	21.21'	S68°41'00"E	90°00'00"
C35	15.00'	23.56'	21.21'	S21°19'00"W	90°00'00"
C36	15.00'	23.56'	21.21'	N68°41'00"W	90°00'00"
C37	15.00'	23.56'	21.21'	N21°19'00"E	90°00'00"
C38	15.00'	23.56'	21.21'	S68°41'00"E	90°00'00"
C39	15.00'	23.56'	21.21'	S21°19'00"W	90°00'00"
C40	15.00'	23.56'	21.21'	N68°41'00"W	90°00'00"
C41	15.00'	23.56'	21.21'	N21°19'00"E	90°00'00"
C42	1031.00'	1032.00'	989.00'	N50°05'03"E	57°21'07"
C43	15.00'	23.56'	21.21'	S68°41'00"E	90°00'00"
C44	15.00'	23.56'	21.21'	S21°19'00"W	90°00'00"
C45	15.00'	23.56'	21.21'	N68°41'00"W	90°00'00"
C46	15.00'	23.56'	21.21'	N21°19'00"E	90°00'00"
C47	15.00'	23.56'	21.21'	S68°41'00"E	90°00'00"
C48	15.00'	23.56'	21.21'	S21°19'00"W	90°00'00"
C49	15.00'	23.56'	21.21'	N68°41'00"W	90°00'00"
C50	15.00'	23.56'	21.21'	N21°19'00"E	90°00'00"
C51	15.00'	23.56'	21.21'	S68°41'00"E	90°00'00"
C52	15.00'	23.56'	21.21'	S21°19'00"W	90°00'00"
C53	15.00'	23.56'	21.21'	N68°41'00"W	90°00'00"
C54	1031.00'	30.57'	30.57'	N78°19'14"W	01°42'07"
C55	1031.00'	1032.00'	989.00'	N50°05'03"E	57°21'07"
C56	1031.00'	796.00'	776.00'	S34°20'12"E	44°14'07"

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HILL COUNTRY GALLERIA MALL SUBDIVISION A
REPLAT OF LOT 1, BLOCK A, HILL COUNTRY GALLERIA
CITY OF BEE CAVE, TRAVIS COUNTY, TEXAS
FEBRUARY 2014

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No.	Date	Revisions	App.

360 PROFESSIONAL SERVICES, INC.
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FAX (512) 900-7992

WHOLE FOODS EXPANSION
HILL COUNTRY GALLERIA
BEE CAVE, TEXAS

FINAL PLAT

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: APRIL 2023
Project No.

SHEET 02

FILE: G:\Acad\Unsaved\Projects\Hill Country Gallery\Whole Foods\Cad\Sheets\02 LAYOUT: Layout1 PLOT DATE: 4/4/2023 12:41pm PLOTTED BY: mered
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GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY ALL DEPTHS AND LOCATIONS OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. ANY DISCREPANCIES WITH CONSTRUCTION PLANS FOUND IN THE FIELD SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER.
2. THE CONTRACTOR SHALL CONTACT THE TEXAS EXCAVATION SYSTEM AT 1-800-344-8377 FOR EXISTING UTILITY LOCATIONS 48 HOURS PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UTILITIES THAT ARE TO BE EXTENDED, TIED TO, CROSSED, OR ALTERED; OR SUBJECT TO DAMAGE/INCONVENIENCE BY THE CONSTRUCTION OPERATIONS.
3. CONTACT THE AUTHORITY HAVING JURISDICTION (WTCPUA/WCID17) FOR EXISTING WATER AND WASTEWATER LOCATIONS 48 HOURS PRIOR TO CONSTRUCTION.
4. ANY CHANGES OR REVISIONS TO THESE PLANS MUST FIRST BE SUBMITTED TO THE CITY BY THE DESIGN ENGINEER FOR REVIEW AND WRITTEN APPROVAL PRIOR TO CONSTRUCTION OF THE REVISION. THE CITY ENGINEER MAY ALLOW FIELD ADJUSTMENTS WITHOUT FORMAL APPROVAL OF A CORRECTION, ON A CASE BY CASE BASIS, WITH THOSE CHANGES TO BE REFLECTED ON THE RECORD DRAWINGS.
5. A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO ANY PARTIAL OR COMPLETE ROADWAY CLOSURES. TRAFFIC CONTROL PLANS SHALL BE SITE SPECIFIC AND SEALED BY A REGISTERED PROFESSIONAL ENGINEER. LANE CLOSURES ON ARTERIALS AND ANY FULL ROAD CLOSURES REQUIRE MESSAGE BOARDS NOTIFYING THE PUBLIC ONE WEEK PRIOR TO THE CLOSURE.
6. NO WORK IS TO BE PERFORMED BETWEEN THE HOURS OF 7:00 P.M. AND 7:00 A.M PER THE CITY'S NOISE ORDINANCE. REQUESTS FOR EXCEPTIONS TO THE NOISE ORDINANCE MUST BE MADE IN WRITING TO THE CITY MANAGER.
7. CONTACT THE CITY ENGINEERING STAFF (512-767-6675) AT LEAST 4 DAYS PRIOR TO WORK TO SCHEDULE ANY INSPECTIONS ON WEEKENDS OR CITY HOLIDAYS.
8. NO STREET LIGHTS OR SIGNS OF ANY KIND ARE TO BE PLACED WITHIN ANY SIDEWALKS.
9. NO BLASTING IS ALLOWED.
10. ANY EXISTING UTILITIES, PAVEMENT, CURBS, SIDEWALKS, STRUCTURES, TREES, ETC., THAT ARE DAMAGED OR REMOVED SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO COST TO THE OWNER.
11. THE CONTRACTOR SHALL GIVE THE CITY OF BEE CAVE 48 HOURS NOTICE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION. CONTACT THE PLANNING & DEVELOPMENT DEPARTMENT AT 512-767-6675.
12. A PRE-CONSTRUCTION CONFERENCE SHALL BE HELD WITH THE CONTRACTOR, DESIGN ENGINEER/PERMIT APPLICANT AND THE CITY OF BEE CAVE REPRESENTATIVES PRIOR TO INSTALLATION OF EROSION/SEDIMENTATION CONTROLS AND TREE PROTECTION MEASURES AND PRIOR TO BEGINNING ANY WORK. THE CONTRACTOR SHALL NOTIFY THE CITY OF BEE CAVE ENGINEERING STAFF AT LEAST THREE (3) DAYS PRIOR TO THE MEETING DATE. FOR PROJECT IN THE ETJ, THE PRE-CONSTRUCTION MEETING MUST BE SCHEDULED THROUGH TRAVIS COUNTY AND COORDINATED WITH THE CITY TO CONDUCT A SIMULTANEOUS CITY/COUNTY PRE-CONSTRUCTION MEETING. THE APPLICANT IS RESPONSIBLE FOR COORDINATING/SCHEDULING ATTENDANCE OF REPRESENTATIVES FROM THE UTILITY AND FIRE AUTHORITY HAVING JURISDICTION.
13. THE CONTRACTOR AND ENGINEER SHALL KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE PLANS. THE ENGINEER SHALL FURNISH THE CITY OF BEE CAVE
14. ACCURATE "RECORD DRAWINGS" FOLLOWING THE COMPLETION OF ALL CONSTRUCTION. THESE "RECORD DRAWINGS" SHALL MEET THE SATISFACTION OF THE ENGINEERING DEPARTMENTS PRIOR TO FINAL ACCEPTANCE
15. WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR SHALL CONFINE HIS WORK TO WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. PRIOR TO ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND DEBRIS WITHIN THE PERMANENT EASEMENTS AND PROVIDE REVEGETATION IN ACCORDANCE WITH CITY STANDARDS. CLEANUP SHALL BE TO THE SATISFACTION OF THE ENGINEER.
16. CONTRACTOR TO LOCATE, PROTECT, AND MAINTAIN BENCHMARKS, MONUMENTS, CONTROL POINTS AND PROJECT ENGINEERING REFERENCE POINTS. RE-ESTABLISH DISTURBED OR DESTROYED ITEMS BY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, AT NO ADDITIONAL COST TO OWNER.
17. THE CONTRACTOR SHALL PROTECT ALL EXISTING FENCES, IN THE EVENT THAT A FENCE MUST BE REMOVED, THE CONTRACTOR SHALL REPLACE SAID FENCE OR PORTION THEREOF WITH THE SAME TYPE OF FENCING TO A QUALITY OF EQUAL OR BETTER THAN THE ORIGINAL FENCE.
18. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA). OSHA STANDARDS MAY BE PURCHASED FROM THE GOVERNMENT PRINTING OFFICE. INFORMATION AND RELATED REFERENCE MATERIALS MAY BE PURCHASED FROM OSHA, 1033 LA POSADA DR. SUITE 375, AUSTIN, TEXAS 78752- 3832.
19. ALL MATERIALS AND CONSTRUCTION PROCEDURES WITHIN THE SCOPE OF THIS CONTRACT WHERE NOT SPECIFICALLY COVERED IN THE PROJECT SPECIFICATIONS SHALL CONFORM TO ALL CITY OF AUSTIN DETAILS AND STANDARD SPECIFICATIONS IN ACCORDANCE WITH THE CITY OF BEE CAVE ENGINEERING TECHNICAL MANUAL.
20. PROJECT SPECIFICATIONS TAKE PRECEDENCE OVER PLANS AND SPECIAL CONDITIONS GOVERN OVER TECHNICAL SPECIFICATIONS.
21. HOT MIX ASPHALTIC CONCRETE PAVEMENT SHALL BE MINIMUM THICKNESS OF 2 INCHES WITH NO RECYCLED ASPHALT SHINGLES CONTENT.
22. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY QUESTIONS THAT MAY RISE CONCERNING THE INTENT, PLACEMENT, OR LIMITS OF DIMENSIONS OR GRADES NECESSARY FOR THE CONSTRUCTION OF THIS PROJECT.
23. CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ALL PERMITS, TESTS, APPROVALS AND ACCEPTANCES REQUIRED TO COMPLETE CONSTRUCTION OF THIS PROJECT.
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COORDINATION BETWEEN HIMSELF AND OTHER CONTRACTORS AND UTILITIES IN THE VICINITY OF THE PROJECT. THIS INCLUDES GAS, WATER, WASTEWATER, ELECTRICAL, TELEPHONE, CABLE TV AND STREET DRAINAGE WORK. ONCE THE CONTRACTOR BECOMES AWARE OF A POSSIBLE CONFLICT, IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER WITHIN TWENTY-FOUR (24) HOURS.
25. THE CONTRACTOR MUST OBTAIN A CONSTRUCTION WATER METER FOR ALL WATER USED DURING CONSTRUCTION. A COPY OF THIS PERMIT MUST BE CARRIED AT ALL TIMES BY ALL WHO USE WATER.
26. CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADS AND DRIVES ADJACENT TO AND NEAR THE SITE FREE FROM SOIL, SEDIMENT AND DEBRIS. CONTRACTOR SHALL NOT REMOVE SOIL, SEDIMENT OR DEBRIS FROM ANY AREA OR VEHICLE BY MEANS OF WATER. ONLY SHOVELING AND SWEEPING WILL BE ALLOWED. CONTRACTOR WILL BE RESPONSIBLE FOR DUST CONTROL FROM THE SITE.
27. THE CITY OF BEE CAVE SHALL NOT BE PETITIONED FOR ACCEPTANCE UNTIL ALL NECESSARY EASEMENT DOCUMENTS HAVE BEEN SIGNED AND RECORDED.
28. AN ENGINEER'S CONCURRENCE LETTER AND RECORD DRAWINGS SHALL BE SUBMITTED TO THE CITY ENGINEER PRIOR TO CONDUCTING THE FINAL CITY INSPECTION. THE ENGINEER AND CONTRACTOR SHALL VERIFY THAT ALL FINAL REVISIONS AND CHANGES HAVE BEEN MADE TO THE DIGITAL COPY PRIOR TO CITY SUBMITTAL. RECORD CONSTRUCTION DRAWINGS, INCLUDING ROADWAY AND ALL UTILITIES SHALL BE PROVIDED TO THE CITY IN DIGITAL FORMAT AS AUTOCAD ".DWG" FILES, MICROSTATION ".DGN" FILES OR ESRI ".SHP" FILES. LINE WEIGHTS, LINE TYPES AND TEXT SIZE SHALL BE SUCH THAT IF HALF-SIZE PRINTS (11"X17") WERE PRODUCED, THE PLANS WOULD STILL BE LEGIBLE. ALL REQUIRED DIGITAL FILES SHALL CONTAIN A MINIMUM OF TWO CONTROL POINTS REFERENCED TO THE STATE PLANE GRID COORDINATE SYSTEM - TEXAS CENTRAL ZONE (4203), IN US SURVEY FEET AND SHALL INCLUDE ROTATION INFORMATION AND SCALE FACTOR REQUIRED TO REDUCE SURFACE COORDINATES TO GRID COORDINATES IN US SURVEY FEET

STREET AND DRAINAGE NOTES

1. ALL SIDEWALKS SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT. THE CITY OF BEE CAVE HAS NOT REVIEWED THESE PLANS FOR COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, OR ANY OTHER ACCESSIBILITY LEGISLATION, AND DOES NOT WARRANTY OR APPROVE THESE PLANS FOR ANY ACCESSIBILITY STANDARDS.
2. PRIOR TO ACCEPTANCE THE ENGINEER SHALL SUBMIT DOCUMENTATION THAT THE IMPROVEMENTS WERE INSPECTED BY TDLR OR A REGISTERED ACCESSIBILITY SPECIALIST (RAS) AND ARE IN COMPLIANCE WITH THE REQUIREMENTS OF THE TABA.
3. CONTRACTOR SHALL PROVIDE QUALITY TESTING FOR ALL INFRASTRUCTURES TO BE ACCEPTED AND MAINTAINED BY THE CITY OF BEE CAVE AFTER COMPLETION. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT 512-7697-6675 NO LESS THAN 48 HOURS PRIOR TO ANY TESTING.
4. BACKFILL BEHIND THE CURB SHALL BE COMPACTED TO OBTAIN A MINIMUM OF 95% MAXIMUM DENSITY TO WITHIN 6" OF TOP OF CURB. MATERIAL USED SHALL BE PRIMARILY GRANULAR
5. WITH NO ROCKS LARGER THAN 6" IN THE GREATEST DIMENSION. THE REMAINING 6" SHALL BE CLEAN TOPSOIL FREE FROM ALL CLODS AND SUITABLE FOR SUSTAINING PLANT LIFE
6. A MINIMUM OF 6" OF TOPSOIL SHALL BE PLACED BETWEEN THE CURB AND RIGHT-OF-WAY AND IN ALL DRAINAGE CHANNELS EXCEPT CHANNELS CUT IN STABLE ROCK.
7. DEPTH OF COVER FOR ALL CROSSINGS UNDER PAVEMENT, INCLUDING GAS, ELECTRIC TELEPHONE, CABLE TV, ETC., SHALL BE A MINIMUM OF 36" BELOW SUBGRADE.
8. STREET RIGHT-OF-WAY SHALL BE GRADED AT A SLOPE OF ¼" PER FOOT TOWARD THE CURB UNLESS OTHERWISE INDICATED. HOWEVER, IN NO CASE SHALL THE WIDTH OF RIGHT-OF- WAY AT ¼" PER FOOT SLOPE BE LESS THAN 10 FEET UNLESS A SPECIFIC REQUEST FOR AN ALTERNATE GRADING SCHEME IS MADE TO AND ACCEPTED BY THE CITY OF BEE CAVE ENGINEERING STAFF.
9. BARRICADES BUILT TO THE CITY OF BEE CAVE STANDARDS SHALL BE ERECTED ON ALL DEAD-END STREETS AND AS NECESSARY DURING CONSTRUCTION TO MAINTAIN JOB AND PUBLIC SAFETY.
10. ALL REINFORCED CONCRETE PIPE SHALL BE MINIMUM CLASS III OF TONGUE AND GROOVE OR O-RING JOINT DESIGN.
11. THE CONTRACTOR IS TO NOTIFY THE ENGINEERING STAFF 48 HOURS PRIOR TO THE FOLLOWING TESTING: PROOF ROLLING SUB-GRADE AND EVERY LIFT OF ROADWAY EMBANKMENT, IN-PLACE DENSITY TESTING OF EVERY BASE COURSE, AND ASPHALT CORES. ALL OF THIS TESTING MUST BE WITNESSED BY A CITY OF BEE CAVE REPRESENTATIVE UNLESS OTHERWISE INSTRUCTED BY THE CITY ENGINEER.
12. THE CONTRACTOR MUST PROVIDE A PNEUMATIC TRUCK PER TXDOT SPEC FOR PROOF ROLLING.
13. ALL STRIPING, WITH THE EXCEPTION OF STOP BARS, CROSS WALKS, WORDS AND ARROWS, IS TO BE TYPE II (WATER BASED). STOP BARS, CROSS WALKS, WORDS AND ARROWS REQUIRE TYPE I THERMOPLASTIC.
14. MANHOLE FRAMES, COVERS, VALVES, CLEAN-OUTS, ETC. SHALL BE RAISED TO GRADE PRIOR TO FINAL PAVEMENT CONSTRUCTION.
15. CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AT LEAST 48 HOURS PRIOR TO THE INSTALLATION OF ANY DRAINAGE FACILITY WITHIN A DRAINAGE EASEMENT OR STREET ROW.
16. A STOP BAR SHALL BE PLACED AT ALL STOP SIGN LOCATIONS.
17. A MINIMUM OF SEVEN DAYS OF CURE TIME IS REQUIRED FOR HMAC PRIOR TO THE INTRODUCTION OF PUBLIC VEHICULAR TRAFFIC TO ANY STREETS.
18. THE GEOTECHNICAL ENGINEER SHALL INSPECT THE SUBGRADE FOR COMPLIANCE WITH THE DESIGN ASSUMPTIONS MADE DURING PREPARATION OF THE SOILS REPORT. ANY ADJUSTMENTS THAT ARE REQUIRED SHALL BE MADE THROUGH REVISIONS OF THE CONSTRUCTION PLANS.
19. GEOTECHNICAL INVESTIGATION INFORMATION AND PAVEMENT RECOMMENDATIONS WERE PROVIDED BY ____. PAVEMENT RECOMMENDATIONS ARE AS FOLLOWS:____

TRENCH SAFETY NOTES

1. TRENCH SAFETY SYSTEMS TO BE UTILIZED FOR THIS PROJECT ARE DESCRIBED IN ITEM 509S "TRENCH SAFETY SYSTEMS" OF THE CITY OF AUSTIN STANDARD SPECIFICATIONS AND SHALL BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE U.S. OCCUPATION SAFETY AND HEALTH ADMINISTRATION REGULATIONS.

GRADING NOTES

1. POSITIVE DRAINAGE SHALL BE MAINTAINED ON ALL SURFACE AREAS WITHIN THE SCOPE OF THIS PROJECT. CONTRACTOR SHOULD TAKE PRECAUTIONS NOT TO ALLOW ANY PONDING OF WATER.
2. THE CONTRACTOR SHALL CONSTRUCT EARTHEN EMBANKMENTS WITH SLOPES NO STEEPER THAN 3:1 AND COMPACT SOIL TO 95% OF MAXIMUM DENSITY IN ACCORDANCE WITH THE CITY OF AUSTIN STANDARD SPECIFICATIONS.
3. AREAS OF SOIL DISTURBANCE ARE LIMITED TO GRADING AND IMPROVEMENTS SHOWN. ALL OTHER AREAS WILL NOT BE DISTURBED.

BENCHMARK NOTES

1. [PROVIDE LOCATION DESCRIPTION]
2.

PRELIMINARY SEQUENCE OF CONSTRUCTION:

1. INSTALL CONSTRUCTION FENCING, STABILIZED CONSTRUCTION ENTRANCE, EROSION CONTROLS AND TREE PROTECTION FENCING PER APPROVED EROSION AND SEDIMENTATION CONTROL/TREE PROTECTION PLAN.
2. THE CONTRACTOR SHALL ARRANGE AND COORDINATE ACCEPTABLE MEETING TIMES FOR AN ON-SITE PRE-CONSTRUCTION MEETING WITH THE OWNER, PROJECT ENGINEER, RELEVANT CONTRACTORS, RELEVANT UTILITY REPRESENTATIVES, AND THE CITY ENGINEER/INSPECTOR.
3. THE CONTRACTOR SHALL MAINTAIN ADEQUATE TRAFFIC FLOW DURING CONSTRUCTION AND SHALL NOT NEGATIVELY AFFECT TRAFFIC WITHIN THE HILL COUNTRY GALLERIA.
4. BEGIN SITE CLEARING/DEMOLITION.
5. ROUGH GRADE SITE IN ACCORDANCE WITH PLANS AND SPECIFICATIONS.
6. INSTALL UTILITY AND STORM IMPROVEMENTS.
7. CONSTRUCT BUILDING FOUNDATIONS, IF REQUIRED.
8. COMPLETE GRADING, DRAINAGE AND PAVING.
9. CONSTRUCT BUILDING.
10. HYDROMULCH OR SOD ALL DISTURBED AREAS PER LANDSCAPE PLAN AND CLEAN UP SITE.
11. FINAL CLEARING OF EROSION AND SEDIMENTATION CONTROLS AND STORM DRAIN STRUCTURES.
12. PROJECT ENGINEER INSPECTS JOB AND SUBMITS THE ENGINEER'S CONCURRENCE LETTER.
13. CITY VISITS SITE AND ISSUES CERTIFICATE OF ACCEPTANCE ONLY IF ALL CONSTRUCTION IS IN SUBSTANTIAL CONFORMANCE TO THE PLANS.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
CONTRIBUTING ZONE PLAN
GENERAL CONSTRUCTION NOTES (REV. JULY 15, 2015)

1. A WRITTEN NOTICE OF CONSTRUCTION MUST BE SUBMITTED TO THE TCEQ REGIONAL OFFICE AT LEAST 48 HOURS PRIOR TO THE START OF ANY GROUND DISTURBANCE OR CONSTRUCTION ACTIVITIES. THIS NOTICE MUST INCLUDE: – THE NAME OF THE APPROVED PROJECT; – THE ACTIVITY START DATE; AND – THE CONTACT INFORMATION OF THE PRIME CONTRACTOR.
2. ALL CONTRACTORS CONDUCTING REGULATED ACTIVITIES ASSOCIATED WITH THIS PROJECT SHOULD BE PROVIDED WITH COMPLETE COPIES OF THE APPROVED CONTRIBUTING ZONE PLAN (CZP) AND THE TCEQ LETTER INDICATING THE SPECIFIC CONDITIONS OF ITS APPROVAL. DURING THE COURSE OF THESE REGULATED ACTIVITIES, THE CONTRACTOR(S) SHOULD KEEP COPIES OF THE APPROVED PLAN AND APPROVAL LETTER ONSITE.
3. NO HAZARDOUS SUBSTANCE STORAGE TANK SHALL BE INSTALLED WITHIN 150 FEET OF A WATER SUPPLY SOURCE, DISTRIBUTION SYSTEM, WELL, OR SENSITIVE FEATURE.
4. PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY, ALL TEMPORARY EROSION AND SEDIMENTATION (E&S) CONTROL MEASURES MUST BE PROPERLY INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS. IF INSPECTIONS INDICATE A CONTROL HAS BEEN USED INAPPROPRIATELY, OR INCORRECTLY, THE APPLICANT MUST REPLACE OR MODIFY THE CONTROL FOR SITE SITUATIONS. THESE CONTROLS MUST REMAIN IN PLACE UNTIL THE DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED.
5. ANY SEDIMENT THAT ESCAPES THE CONSTRUCTION SITE MUST BE COLLECTED AND PROPERLY DISPOSED OF BEFORE THE NEXT RAIN EVENT TO ENSURE IT IS NOT WASHED INTO SURFACE STREAMS, SENSITIVE FEATURES, ETC.
6. SEDIMENT MUST BE REMOVED FROM THE SEDIMENT TRAPS OR SEDIMENTATION BASINS WHEN IT OCCUPIES 50% OF THE BASIN'S DESIGN CAPACITY.
7. LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORMWATER SHALL BE PREVENTED FROM BEING DISCHARGED OFFSITE.
8. ALL EXCAVATED MATERIAL THAT WILL BE STORED ON-SITE MUST HAVE PROPER E&S CONTROLS.
9. IF PORTIONS OF THE SITE WILL HAVE A CEASE IN CONSTRUCTION ACTIVITY LASTING LONGER THAN 14 DAYS, SOIL STABILIZATION IN THOSE AREAS SHALL BE INITIATED AS SOON AS POSSIBLE PRIOR TO THE 14TH DAY OF INACTIVITY. IF ACTIVITY WILL RESUME PRIOR TO THE 21ST DAY, STABILIZATION MEASURES ARE NOT REQUIRED. IF DROUGHT CONDITIONS OR INCLEMENT WEATHER PREVENT ACTION BY THE 14TH DAY, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS POSSIBLE.
10. THE FOLLOWING RECORDS SHOULD BE MAINTAINED AND MADE AVAILABLE TO THE TCEQ UPON REQUEST: – THE DATES WHEN MAJOR GRADING ACTIVITIES OCCUR; – THE DATES WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE; AND – THE DATES WHEN STABILIZATION MEASURES ARE INITIATED.
11. THE HOLDER OF ANY APPROVED CZP MUST NOTIFY THE APPROPRIATE REGIONAL OFFICE IN WRITING AND OBTAIN APPROVAL FROM THE EXECUTIVE DIRECTOR PRIOR TO INITIATING ANY OF THE FOLLOWING:
    A. ANY PHYSICAL OR OPERATIONAL MODIFICATION OF ANY BEST MANAGEMENT PRACTICES (BMPS) OR STRUCTURE(S), INCLUDING BUT NOT LIMITED TO TEMPORARY OR PERMANENT PONDS, DAMS, BERMS, SILT FENCES, AND DIVERSIONARY STRUCTURES;
    B. ANY CHANGE IN THE NATURE OR CHARACTER OF THE REGULATED ACTIVITY FROM THAT WHICH WAS ORIGINALLY APPROVED;
    C. ANY CHANGE THAT WOULD SIGNIFICANTLY IMPACT THE ABILITY TO PREVENT POLLUTION OF THE EDWARDS AQUIFER; OR
    D. ANY DEVELOPMENT OF LAND PREVIOUSLY IDENTIFIED AS UNDEVELOPED IN THE APPROVED CONTRIBUTING ZONE PLAN.

AUSTIN REGIONAL OFFICE
12100 PARK 35 CIRCLE, BUILDING A
AUSTIN, TEXAS 78753-1808
PHONE (512) 339-2929
FAX (512) 339-3795

SAN ANTONIO REGIONAL OFFICE
14250 JUDSON ROAD
SAN ANTONIO, TEXAS 78233-4480
PHONE (210) 490-3096
FAX (210) 545-4329

AMERICANS WITH DISABILITIES ACT

THE DESIGN ENGINEER IS RESPONSIBLE FOR SUBMITTING THE DRAWINGS TO THE ARCHITECTURAL BARRIERS DIVISION OF THE TEXAS DEPT. OF LICENSING AND REGULATION FOR REVIEW AND APPROVAL OF THE PLANS IN ACCORDANCE WITH THE ARCHITECTURAL BARRIERS ACT. THE ENGINEER IS RELIEVED OF THE SUBMITTAL RESPONSIBILITY IF A REGISTERED ARCHITECT HANDLES THE SUBMITTAL; HOWEVER, THE GRADING AND SITE PLAN MUST COMPLY WITH THE REFERENCED ACT, WHICH IS THE ENGINEER'S RESPONSIBILITY.

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 6 FIRE DEPARTMENT SITE PLAN NOTES:

1. DESIGNS FOR SITE IMPROVEMENTS SHALL MEET THE CURRENT DESIGN CRITERIA AS REQUIRED BY TCESD NO. 6.
2. ALL PLANS (SITE, BUILDING, FIRE ALARM, FIRE SPRINKLER) SHALL BE SUBMITTED TO LTFR FOR REVIEW. TWO FULL-SIZE SETS ARE REQUIRED. A REVIEW LETTER WILL BE GENERATED. REVIEWS WILL NOT BE PERFORMED UNTIL THE APPLICABLE REVIEW FEES ARE PAID.
3. UPON PLAN APPROVAL, A PERMIT WILL BE ISSUED. THE PERMIT MUST BE CONSPICUOUSLY POSTED.
4. AN ALL-WEATHER DRIVING SURFACE (FIRE APPARATUS ACCESS) MUST BE INSTALLED IN LOCATIONS SHOWN ON THE SITE PLAN, PRIOR TO ANY BUILDING CONSTRUCTION BEYOND THE FOUNDATION.
5. ALL PERVIOUS/DECORATIVE PAVING SHALL BE ENGINEERED AND INSTALLED FOR 80,000 POUNDS LIVE-VEHICLE ANY PERVIOUS/DECORATIVE PAVING WITHIN 100 FEET OF ANY BUILDING MUST BE APPROVED BY THE FIRE DEPARTMENT.
6. VERTICAL CLEARANCE REQUIRED FOR FIRE APPARATUS IS 13 FEET, SIX INCHES FOR THE FULL 25 FEET WIDTH OF ACCESS DRIVES AND ROUTES FOR INTERNAL CIRCULATION. DEAD-END FIRE APPARATUS ACCESS ROADS IN EXCESS OF 150 FEET IN LENGTH SHALL BE PROVIDED WITH APPROVED PROVISIONS FOR THE TURNING AROUND OF FIRE APPARATUS, PER FIGURE B-4 OF THIS MANUAL.
7. THE MAXIMUM ALLOWABLE DRIVEWAY, DRIVE AISLE OR FIRE LANE GRADE IS 15 PERCENT.
8. THE MARKINGS OF FIRE LANES MUST BE RED WITH WHITE STENCILING OR WHITE WITH RED STENCILING READING "FIRE LANE - TOW AWAY ZONE" IN LETTERING NO LESS THAN THREE INCHES IN HEIGHT. THE STENCILING SHALL BE AT INTERVALS OF 35 FEET OR LESS. ALTERNATIVE MARKING OF FIRE LANES MAY BE APPROVED BY THE FIRE CHIEF, OR HIS/HER DESIGNATED AGENT, PROVIDED FIRE LANES ARE CLEARLY IDENTIFIED AT BOTH ENDS AND AT INTERVALS NOT TO EXCEED 35 FEET. EXISTING FIRE LANE MARKINGS SHALL BE GRANDFATHERED PROVIDED THAT THEY MEET THE WORDING AND INTERVAL REQUIREMENTS THAT WERE ACCEPTED ON APPROVED SITE PLANS AND OTHER TYPE FIRE LANE SUBMITTALS APPROVED BY THE FIRE DEPARTMENT. EXISTING FIRE LANES THAT ARE IN NEED OF RE-PAINTING SHALL MEET THE REQUIREMENTS OF THIS SECTION.
9. THE FIRE DEPARTMENT CONNECTION (FDC) CONNECTION SHALL BE INSTALLED WHERE SHOWN ON THE SITE PLAN.
10. HYDRANTS MUST BE INSTALLED WITH THE CENTER OF THE FOUR AND ONE-HALF INCH STEAMER OPENING AT LEAST 18 INCHES ABOVE FINISHED GRADE. THE FOUR AND ONE-HALF INCH STEAMER OPENING MUST FACE THE DRIVEWAY OR STREET WITH THREE- TO SIX-FOOT SETBACKS FROM THE CURB LINE(S). NO OBSTRUCTION IS ALLOWED WITHIN THREE FEET OF ANY HYDRANT, AND THE FOUR AND ONE-HALF INCH OPENING MUST BE TOTALLY UNOBSTRUCTED FROM THE STREET/DRIVEWAY.
11. CONTRACTOR SHALL INSTALL BLUE REFLECTIVE MARKERS IN THE PAVEMENT PER TCESD NO. 6 SPECIFICATIONS. NO IMPROVEMENTS MAY BE OCCUPIED UNTIL THE MARKERS ARE INSTALLED.
12. FIRE HYDRANTS SHALL HAVE NATIONAL PIPE THREADS.
13. STATIC WATER TANK HARD SUCTION CONNECTOR SHALL HAVE SIX-INCH NATIONAL HOSE THREADS.
14. A CERTIFIED OR WITNESSED PRESSURE TEST IS REQUIRED FOR ALL WATER MODELS, REQUIRED HYDRANT FLOW TESTS OR SPRINKLER SYSTEM DESIGNS.
15. HYDRANTS SHALL BE PAINTED SILVER AND THE BONNET AND CAPS SHALL BE PAINTED THE DESIGNATED COLOR PER THE GALLONS PER MINUTE (GPM) AS FOLLOWS:

CLASS AA	LIGHT BLUE	1500 OR HIGHER GPM
CLASS A	GREEN	1000-1499 GPM
CLASS B	ORANGE	500-1499 GPM
CLASS C	RED	LESS THAN 500 GPM
CLASS D	BLACK	OUT OF SERVICE

16. COMMERCIAL DUMPSTERS AND CONTAINERS WITH AN INDIVIDUAL CAPACITY OF ONE AND ONE HALF CUBIC YARDS OR GREATER SHALL NOT BE STORED OR PLACED WITHIN 10 FEET OF OPENINGS, COMBUSTIBLE WALLS OR COMBUSTIBLE EAVE LINES.
17. "KEY BOXES"/"KEY SWITCHES" (KNOX-BOX® RAPID ENTRY SYSTEM) SHALL BE INSTALLED IN THE LOCATION(S) SHOWN ON THE SITE/BUILDING PLANS AS APPROVED BY TCESD NO. 6. CONTACT LTFR FOR ORDERING INFORMATION. NO IMPROVEMENTS MAY BE OCCUPIED UNTIL THE KEY BOX/KEY SWITCH IS INSTALLED.

AUSTIN ENERGY NOTES:

1. AUSTIN ENERGY HAS THE RIGHT TO PRUNE AND/OR REMOVE TREES, SHRUBBERY AND OTHER OBSTRUCTIONS ON THE EXTENT NECESSARY TO KEEP THE EASEMENTS CLEAR. AUSTIN ENERGY WILL PERFORM ALL TREE WORK IN COMPLIANCE WITH CHAPTER 25-8, SUBCHAPTER B OF THE CITY OF AUSTIN LAND DEVELOPMENT CODE.
2. THE OWNER/DEVELOPER OF THIS SUBDIVISION/LOT SHALL PROVIDE AUSTIN ENERGY WITH ANY EASEMENT AND/OR ACCESS REQUIRED, IN ADDITION TO THOSE INDICATED, FOR THE INSTALLATION AND ONGOING MAINTENANCE OF OVERHEAD AND UNDERGROUND ELECTRIC FACILITIES. THESE EASEMENTS AND/OR ACCESS ARE REQUIRED TO PROVIDE ELECTRIC SERVICE TO THE BUILDING AND WILL NOT BE LOCATED SO AS TO CAUSE THE SITE TO BE OUT OF COMPLIANCE WITH CHAPTER 25-8 OF THE CITY OF AUSTIN LDC.
3. THE OWNER SHALL BE RESPONSIBLE FOR ANY INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGATATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. AUSTIN ENERGY WORK SHALL ALSO BE INCLUDED WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
4. THE OWNER OF THE PROPERTY IS RESPONSIBLE FOR MAINTAINING CLEARANCES REQUIRED BY THE NATIONAL ELECTRIC SAFETY CODE, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS, CITY OF BEE CAVE REGULATIONS AND TEXAS STATE LAWS PERTAINING TO CLEARANCE WHEN WORKING IN CLOSE PROXIMITY TO OVERHEAD LINES AND EQUIPMENT. AUSTIN ENERGY WILL NOT RENDER ELECTRIC SERVICE UNLESS REQUIRED CLEARANCES ARE MAINTAINED. ALL COSTS INCURRED BECAUSE OF FAILURE TO COMPLY WITH THE REQUIRED CLEARANCE WILL BE CHARGED TO THE OWNER.
5. ANY RELOCATION OF ELECTRIC FACILITIES SHALL BE AT OWNER'S EXPENSE.

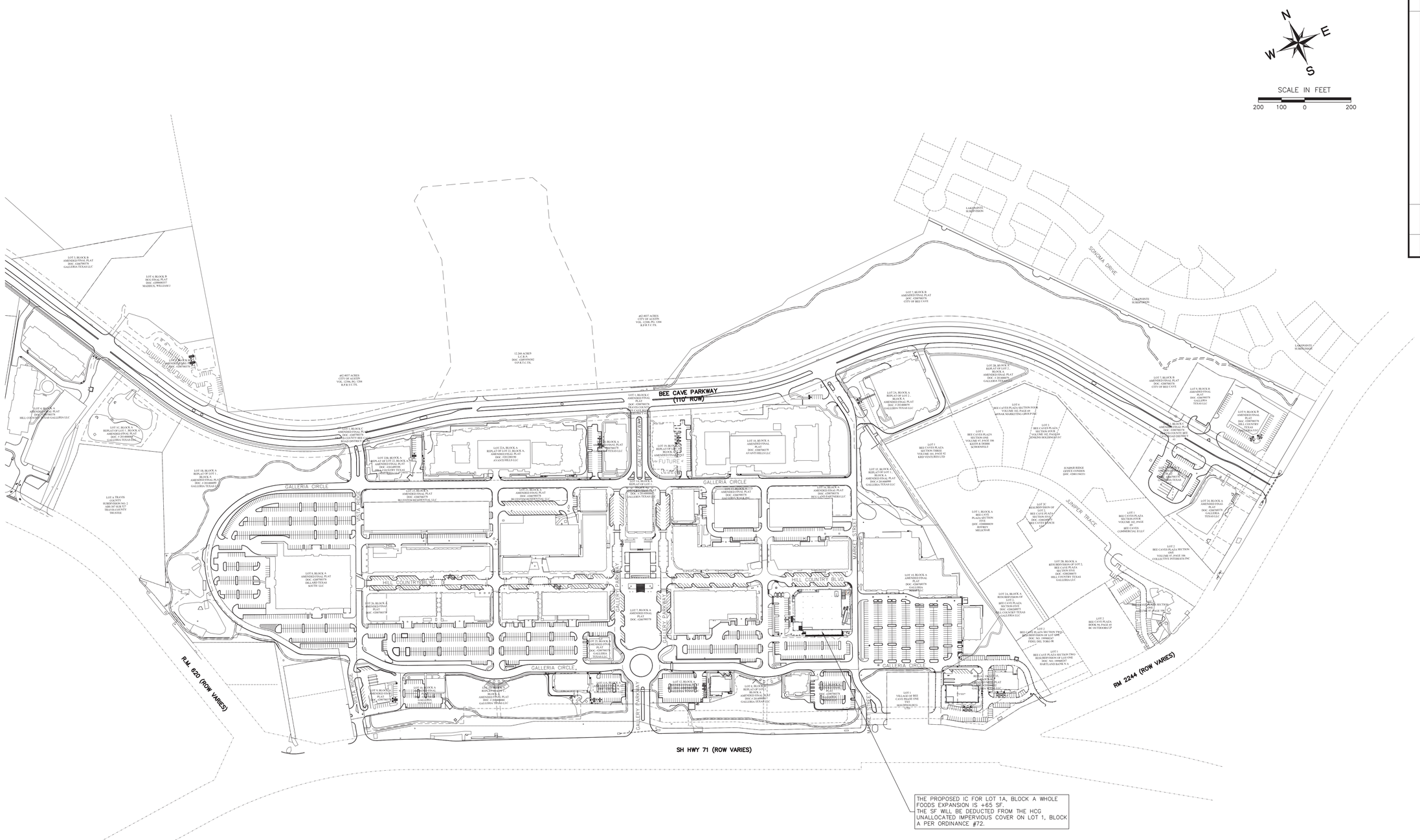
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY (WTCPUA) NOTES:

HOURS OF CONSTRUCTION

1. NO WORK SHALL BE DONE BETWEEN THE HOURS OF 8:00 P.M. AND 6:00 A.M; NOR ON SUNDAY'S OR LEGAL HOLIDAYS WITHOUT THE WRITTEN PERMISSION OF THE WTCPUA IN EACH CASE, EXCEPT SUCH WORK AS MAY BE NECESSARY FOR THE PROPER CARE, MAINTENANCE AND PROTECTION OF THE WORK ALREADY DONE OR IN THE CASE OF AN EMERGENCY.

LIMITS OF CONSTRUCTION

1. THE LIMITS OF CONSTRUCTION SHALL BE BOUNDED BY THE RIGHT OF WAY LINE OR PERMANENT/ TEMPORARY EASEMENT LIMITS SHOWN ON THE PLANS. LIMITS OF CONSTRUCTION MAY BE FURTHER RESTRICTED BY PLACEMENT OF SILT FENCE, TREE PROTECTION FENCING, OR OTHER APPURTENANCES AS SHOWN ON THE PLANS.
2. LIMITS OF CONSTRUCTION SHALL BE CLEARLY DELINEATED BY THE CONTRACTOR BY INSTALLING SILT FENCE, ORANGE TENSAR FENCING (4 - FOOT ROLL TIED TO 6 FOOT POSTS SET AT 10 FOOT INTERVALS) OR OTHER BARRIERS AS APPROVED BY THE ENGINEER. ALL TEMPORARY BARRIERS SHALL BE REMOVED AT THE END OF THE PROJECT.
3. ANY AREAS OUTSIDE THE LIMITS OF CONSTRUCTION DISTURBED BY THE CONTRACTOR SHALL IM



No.	Date	Revisions	App.

TEXAS FIRM REGISTRATION F4932
P.O. BOX 1088
CEDAR PARK, TEXAS 78630
PHONE (512) 354-4682
FAX (512) 800-7892

360 PROFESSIONAL SERVICES, INC.

SCOTT J. FOSTER
84652
LICENSED PROFESSIONAL ENGINEER
5/24/2023

WHOLE FOODS EXPANSION
HILL COUNTRY GALLERIA
BEE CAVE, TEXAS

HILL COUNTRY GALLERIA OVERALL SITE PLAN

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: MAY 2023
Project No.

SHEET
04

FILE: G:\Drawings\Projects\Hill Country Galleria\Whole Foods\Cad\Sheets\04 OVERALL SITE PLAN - HILL COUNTRY GALLERIA.dwg LAYOUT: Sheet PLOT DATE: 5/24/2023 5:43pm PLOTTED BY: mered
XREF: G:\XREF's\Xrefs\Base Plans\Base Plan - Hill Country Galleria.dwg; G:\XREF's\Xrefs\Base Plans\Base Plan - Hill Country Galleria - Sheet Set.dwg

Hill Country Galleria

Impervious Cover Table

Date: **5/26/2023**

TABLE 1: **HCG IMPERVIOUS COVER SUMMARY TABLE**

Legal Lot	Lot Description	Approved Total I. C. (SF) (Through Ordinance #198 8/7/14)	Proposed I.C. (SF) (Administrative Revision August 2014 8/7/14)	Proposed I.C. (SF) (Lot 4 and 5 Concept Plan 8/17/15)	Proposed I.C. (SF) (2016 Streetscape 4/12/16)	Proposed I.C. (SF) (2023 Whole Foods Expansion 5/26/23)	Proposed Approved Total I. C. (SF)	Total I.C. (acres)
Lot 1 Block C	100' ROW - Bee Caves Parkway	459,430	0	0	0	0	**459,430**	**10.547**
Lot 1A, Block A	**Main Mall Tract 10**	**1,559,962**	**49**	**0**	**-11,393**	**65**	**1,548,683**	**35.553**
Lot 1B, Block A	Detention Pond	0	0	0	0	0	**0**	**0.000**
Lot 1C, Block A	Detention Pond	1,202	0	0	0	0	**1,202**	**0.028**
Lot 1D, Block A	Detention Pond	10,117	0	0	0	0	**10,117**	**0.232**
Lot 1E, Block A	Detention Pond	5,709	0	0	0	0	**5,709**	**0.131**
Lot 1F, Block A	Detention Pond	2,240	0	0	0	0	**2,240**	**0.051**
Lot 2A, Block A	Hotel Site	94,470	0	0	0	0	**94,470**	**2.169**
Lot 2B, Block A	Detention Pond/Retail Site	34,878	0	0	0	0	**34,878**	**0.801**
Lot 3, Block A	Wachovia Bank	36,968	0	0	0	0	**36,968**	**0.849**
Lot 4, Block A	VFW Tract	100,815	0	56,245	0	0	**157,060**	**3.606**
Lot 5, Block A	Open Space	0	0	44	0	0	**44**	**0.001**
Lot 7, Block A	City Hall	92,085	0	0	0	0	**92,085**	**2.114**
Lot 8, Block A	Dillard's	330,603	0	0	0	0	**330,603**	**7.590**
Lot 9, Block A	Wells Fargo	31,172	0	0	0	0	**31,172**	**0.716**
Lot 10, Block A	Pei Wei/Rest 2	24,016	0	0	0	0	**24,016**	**0.551**
Lot 11, Block A	St. David's/Tract 3, Rest 3	35,547	0	0	0	0	**35,547**	**0.816**
Lot 12, Block A	Chili's/Tract 4, Rest 5	35,257	0	0	0	0	**35,257**	**0.809**
Lot 13, Block A	Mimi's/Tract 5, Rest 6	40,432	0	0	0	0	**40,432**	**0.928**
Lot 14, Block A	Dick's/Tract 10	271,385	0	0	0	0	**271,385**	**6.230**
Lot 15, Block A	Schmidt's/Frost/Retail	83,087	0	0	0	0	**83,087**	**1.907**
Lot 16, Block A	Residential/Tract 17, Res Type 3	14,561	0	0	0	0	**14,561**	**0.334**
Lot 17, Block A	Residential/Tract 16, Res Type 4	8,357	0	0	0	0	**8,357**	**0.192**
Lot 18, Block A	Apartments/Tract 13, Apt Type 2	146,716	0	0	0	0	**146,716**	**3.368**
Lot 19, Block A	Office/Tract 7, Rest 7, Back Pad	35,781	0	0	0	0	**35,781**	**0.821**
Lot 20, Block A	Office/Tract 6, Rest 8, Back Pad	34,924	0	0	0	0	**34,924**	**0.802**
Lot 21, Block A	Residential/Tract 15, Res Type 5	10,723	0	0	0	0	**10,723**	**0.246**
Lot 22A, Block A	Apartments/Tract 12, Apt Type 1	125,183	0	0	0	0	**125,183**	**2.874**
Lot 22B, Block A	Office	28,645	185	0	0	0	**28,830**	**0.662**
Lot 23, Block A	Residential/Tract 14, Res Type 6	21,713	0	0	0	0	**21,713**	**0.498**
Lot 24, Block A	WQ Pond (Wachovia)	0	0	0	0	0	**0**	**0.000**
Lot 25, Block A	Mattress Firm/Pad by City Hall/Rest 4	11,648	0	0	0	0	**11,648**	**0.267**
Lot 26, Block A	Tract 8, in-line retail	10,085	0	0	0	0	**10,085**	**0.232**
Lot 1, Block B	WQ Pond (Bee Caves & 620)	0	0	0	0	0	**0**	**0.000**
Lot 3, Block B	Retail/Office	42,980	0	0	0	0	**42,980**	**0.987**
Lot 5, Block B	Rest 9 off of BC Pkwy	48,681	0	0	0	0	**48,681**	**1.118**
Lot 6, Block B	Open Space	0	0	0	0	0	**0**	**0.000**
Lot 7, Block B	Park	0	0	0	0	0	**0**	**0.000**
Lot 8, Block B	Walgreen's outparcel/Rest 10	23,957	0	0	0	0	**23,957**	**0.550**
Lot 9, Block B	Walgreen's	59,515	0	0	0	0	**59,515**	**1.366**
Lots 1, 2A, 2B	Bee Cave Plaza Subdivision (Relocated Ponds L3)	17,636	0	0	0	0	**17,636**	**0.405**
Lot 3, Block A BCP	Bee Cave Plaza Subdivision (Los Cucos Site)	34,841	0	0	0	0	**34,841**	**0.800**
Lot 1B, Block A	**HCG Unallocated Impervious Cover per Ordinance #72**	**75,799**	**-234**	**-56,289**	**11,393**	**-65**	**30,604**	**0.703**
	Total	**4,001,120**	**0**	**0**	**0**	**0**	**4,001,120**	**91.853**

PDD Regulations

	PDD Area	Allowable PDD I.C.	Proposed I.C. (SF) (Administrative Revision August 2014 8/7/14)	Proposed I.C. (SF) (Lot 4 and 5 Concept Plan 8/17/15)	Proposed I.C. (SF) (2016 Streetscape 4/12/16)	Proposed I.C. (SF) (2023 Whole Foods Expansion 5/26/23)	Proposed Approved Total I. C. (SF)	Total IC %	Remaining I.C.
(acres)	167.524	91.853	0.000	0.000	0.000	0.000	**91.853**	54.8%	0.000
(SF)	7,297,346	4,001,120	0	0	0	0	**4,001,120**	54.8%	0

NOTES:

47. Previously approved Impervious Cover Table has been consolidated for ease of use. The City and the HCG concur that this table is accurate through Ordinance #198 and HCG Lot 22B (July 24, 2014) and redact the associated information and notes (1-46). Submittal Date: August 7, 2014.

48. Proposed IC for Lot 1 - Suite C-130 Improvements is 49 SF more than the previously approved total and was administratively approved. The additional SF has been deducted from the HCG Unallocated Impervious Cover on Lot 1B, Block A per Ordinance #72. Submittal Date: June 20, 2014

49. Proposed IC for HCG Lot 22B Improvements is 185 SF more than the previously approved total and was administratively approved. The additional SF has been deducted from the HCG Unallocated Impervious Cover on Lot 1B, Block A per Ordinance #72. Submittal Date: August 7, 2014

50. Proposed allowed IC for Lot 3, Block B is increased by 5,881 for a allowed maximum of 48,861 SF. The additional SF has been deducted from the HCG Unallocated Impervious Cover on Lot 1B, Block A per Ordinance #72 and TCOPR Document No. 2014137453. Approval Date: January 26, 2016 (Ordinance No. 277)

51. Proposed allowed IC for Lot 4, Block A is increased by 50,408 for a allowed maximum of 151,223 SF. The additional SF has been deducted from the HCG Unallocated Impervious Cover on Lot 1B, Block A per Ordinance #72 and TCOPR Document No. 2014137453. Approval Date: January 26, 2016 (Ordinance No. 277)

51. Proposed allowed IC for Lot 3, Block B is decreased by 5,881 SF and Lot 4, Block A is increased by 5,881 for a allowed maximum of 157,104 SF. The additional SF has been deducted from the HCG Unallocated Impervious Cover on Lot 1B, Block A per Ordinance #72. Approval Date: January 26, 2016 (Ordinance No. 277)

52. Proposed IC for Lots 4 and 5, Block A Improvements is 145,817 SF which is 11,207 SF less than the allowed impervious cover. This project is subject to PDD Ordinance #277 which has been approved and includes arrangement for transfer of impervious cover. Approval Date: March 8, 2016

53. Proposed IC for Lot 1A, Block A is 11,393 SF less than the previously approved total. The additional SF has been added to the HCG Unallocated Impervious Cover on Lot 1A Block A per Ordinance #72 and Ordinance #301. Approval Date: June 28, 2016

54. Proposed IC for Lot 7, Block A is 2,799 SF less than the previously approved total. The additional SF remains allocated to Lot 7, Block A per Ordinance #301. Approval Date: June 28, 2016

55. Proposed IC for Lot 1A, Block A is 65 SF more than the previously approved total. The additional SF has been deducted from the HCG Unallocated Impervious Cover on Lot 1A Block A per Ordinance #72 and Ordinance #301. Approval Date: June XX, 2023

No.	Date	Revisions	App.

360 PROFESSIONAL SERVICES, INC.
TEXAS FIRM REGISTRATION F4932
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STATE OF TEXAS
SCOTT J. FOSTER
84652
LICENSED
PROFESSIONAL ENGINEER
5/26/2023

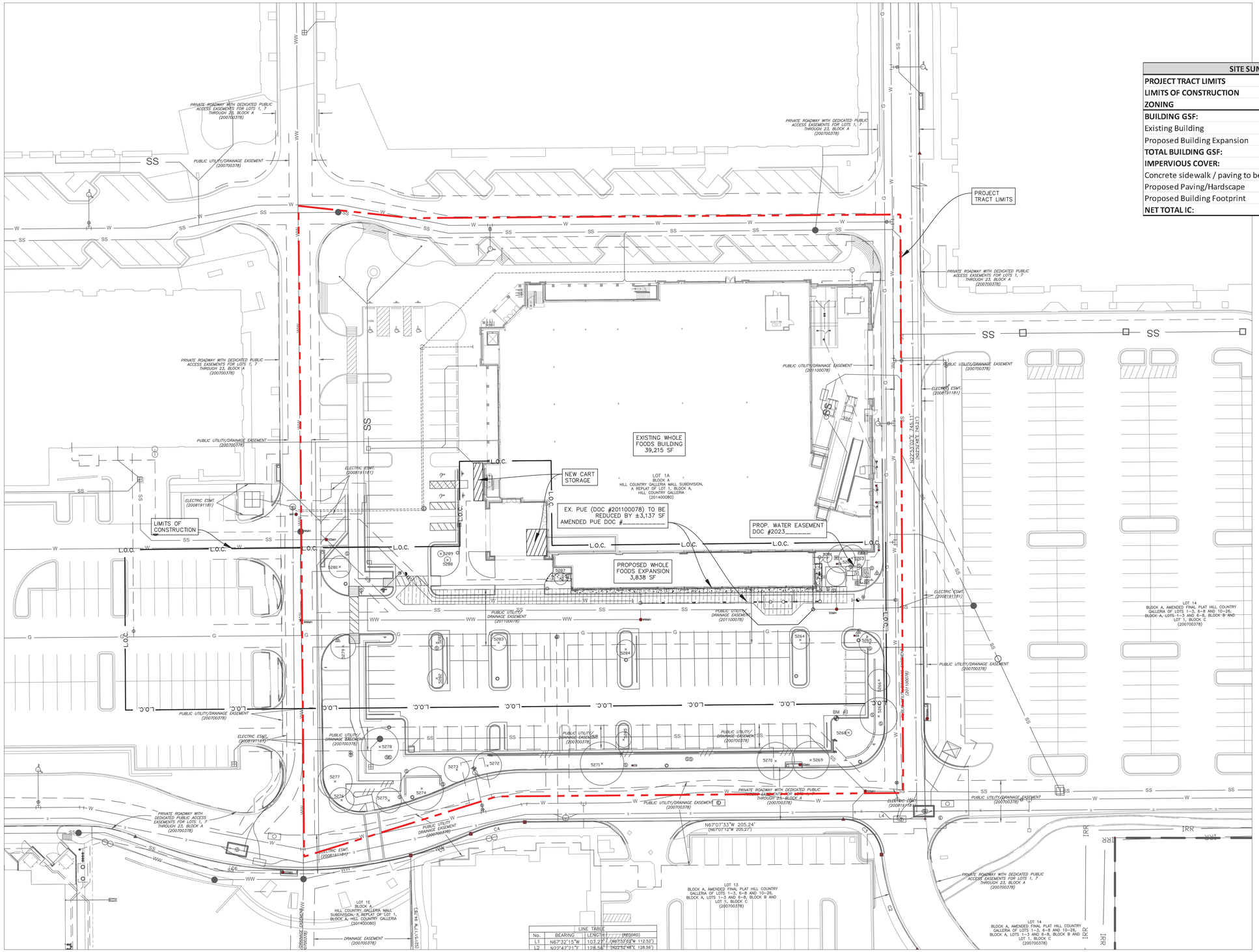
WHOLE FOODS EXPANSION
HILL COUNTRY GALLERIA
BEE CAVE, TEXAS

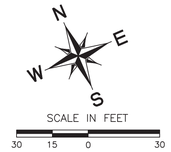
HILL COUNTRY GALLERIA
OVERALL SITE PLAN
CALCULATIONS

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: MAY 2023
Project No.

SHEET
05

LAYOUT: C-04 OVERALL SITE PLAN CALCULATIONS PLOT DATE: 5/26/2023 8:26am PLOTTED BY: mered





SITE SUMMARY TABLE			
PROJECT TRACT LIMITS	147,021	**SF**	**3.38 AC**
LIMITS OF CONSTRUCTION	54,087	**SF**	**1.24 AC**
ZONING			**PD-TC**
BUILDING GSF:			
Existing Building	39,215	SF	
Proposed Building Expansion	3,838	SF	
TOTAL BUILDING GSF:	**43,053**	**SF**	
IMPERVIOUS COVER:			
Concrete sidewalk / paving to be removed	(4,238)	SF	
Proposed Paving/Hardscape	494	SF	
Proposed Building Footprint	3,810	SF	
NET TOTAL IC:	**65**	**SF**	

No.	Date	Revisions	App.

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SCOTT J. FOSTER
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LICENSED PROFESSIONAL ENGINEER
5/24/2023

WHOLE FOODS EXPANSION
HILL COUNTRY GALLERIA
BEE CAVE, TEXAS

PROJECT SITE PLAN

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: MAY 2023
Project No.

SHEET
06

LAYOUT: 01 PLOT DATE: 5/24/2023 5:46pm PLOTTED BY: mered
XREF: C-XREF-BASE; C-XREF-LIMITS; C-XREF-SITE PLAN.dwg
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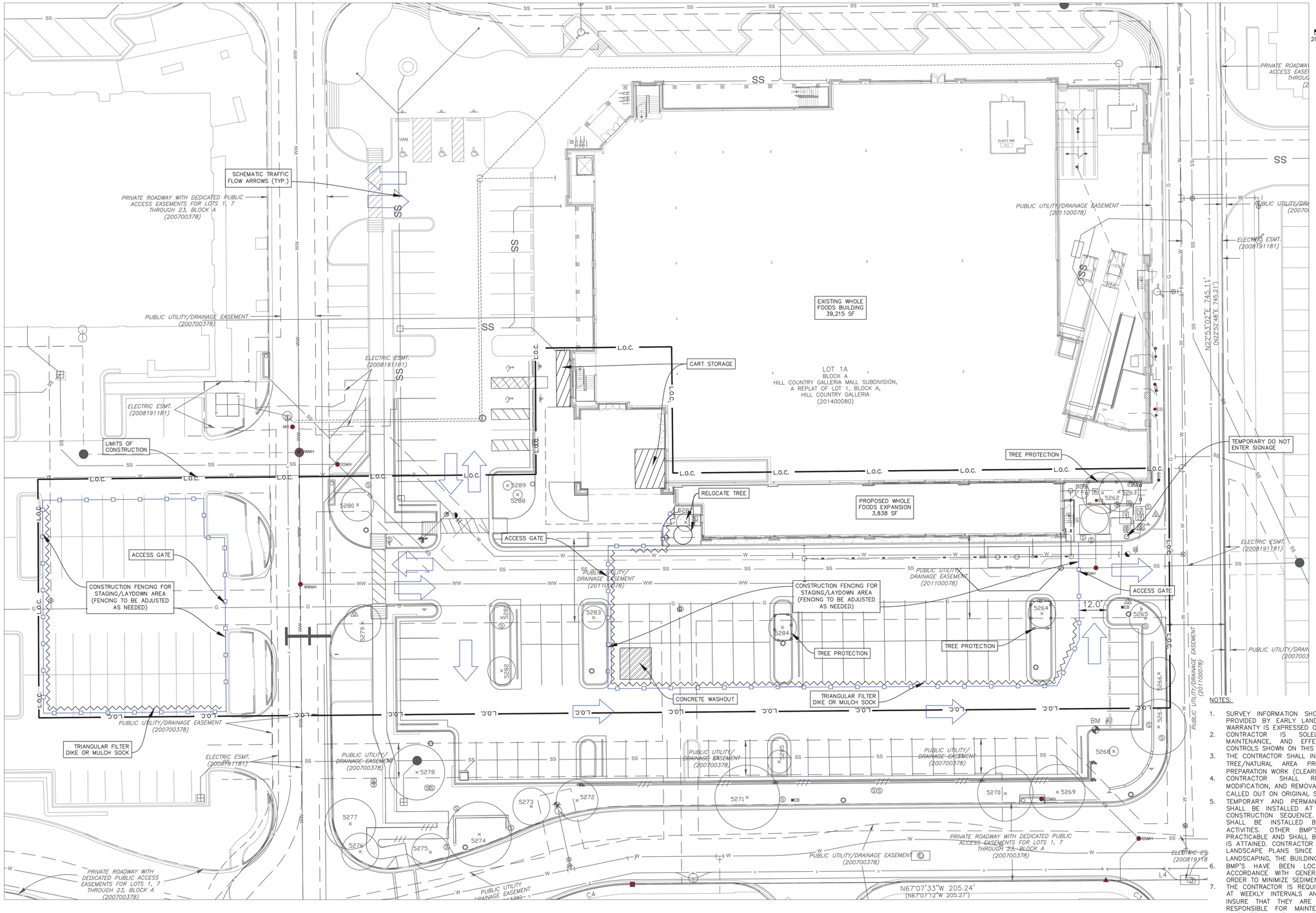

SCALE IN FEET

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No.	Date	Revisions	App.

TEXAS FIRM REGISTRATION F4932
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CEDAR PARK, TEXAS 78630
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360 PROFESSIONAL SERVICES, INC.

TREE INDEX

TAG NO. TYPE INDICATES MULTI TRUNK

514 LO 17 14 11 (29.5)

INDIVIDUAL TRUNK DIA. (IN INCHES) — TOTAL (ROOT ZONE)

CRITICAL ROOT ZONES (TREE CIRCLES) ARE SHOWN USING THE COA FORMULA FOR SINGLE AND MULTI TRUNK TREES.

CE = CEDAR ELM
MNL = MOUNTAIN LAUREL
WIL = WILLOW
UKT = UNKNOWN TREE
ASH = ASH
LO = LIVE OAK

TREES TO BE PROTECTED/ RELOCATED WITH EXPANSION

5261 MNL 2 2 (3)
5262 MNL 4 3 3 2 2 (9)
5263 MNL 3 3 3 2 2 1 (8.5)
5264 UKT 6
5284 UKT 6
5286 WIL 7
5287 MNL 4

SCOTT J. FOSTER
84652
LICENSED
PROFESSIONAL ENGINEER
TEXAS
7/24/2023

WHOLE FOODS EXPANSION
HILL COUNTRY GALLERIA
BEE CAVE, TEXAS

EROSION CONTROL AND STAGING PLAN

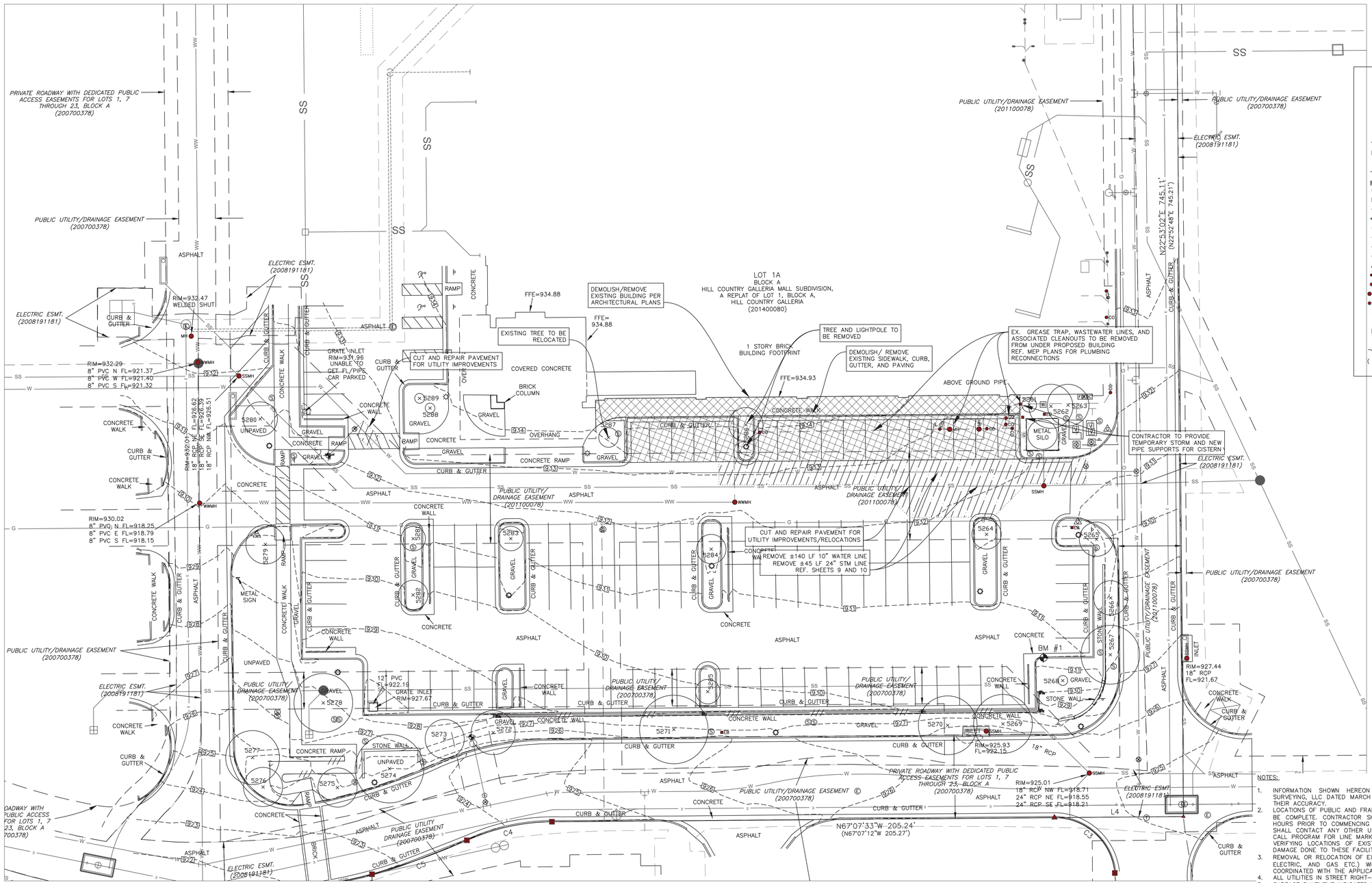
NOTES:

1. SURVEY INFORMATION SHOWN HEREON IS BASED UPON INFORMATION PROVIDED BY EARLY LAND SURVEYING, LLC DATED MARCH 2023. NO WARRANTY IS EXPRESSED OR IMPLIED TO ITS ACCURACY.
2. CONTRACTOR IS SOLELY RESPONSIBLE FOR IMPLEMENTATION, MAINTENANCE, AND EFFECTIVENESS OF ALL SWPPP CONTROLS – CONTROLS SHOWN ON THIS SITE MAP ARE SUGGESTED CONTROLS ONLY.
3. THE CONTRACTOR SHALL INSTALL EROSION/SEDIMENTATION CONTROLS AND TREE/NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING OR EXCAVATION).
4. CONTRACTOR SHALL RECORD INSTALLATION, MAINTENANCE OR MODIFICATION, AND REMOVAL DATES FOR EACH BMP EMPLOYED (WHETHER CALLED OUT ON ORIGINAL SWPPP OR NOT) DIRECTLY ON THE SITE MAP.
5. TEMPORARY AND PERMANENT STABILIZATION PRACTICES AND BMP'S SHALL BE INSTALLED AT THE EARLIEST POSSIBLE TIME DURING THE CONSTRUCTION SEQUENCE. AS AN EXAMPLE, PERIMETER SILT FENCE SHALL BE INSTALLED BEFORE COMMENCEMENT OF ANY GRADING ACTIVITIES. OTHER BMP'S SHALL BE INSTALLED AS SOON AS PRACTICABLE AND SHALL BE MAINTAINED UNTIL FINAL SITE STABILIZATION IS ATTAINED. CONTRACTOR SHALL ALSO REFERENCE ARCHITECTURAL AND LANDSCAPE PLANS SINCE PERMANENT STABILIZATION IS PROVIDED BY LANDSCAPING, THE BUILDING(S), AND SITE PAVING.
6. BMP'S HAVE BEEN LOCATED AS INDICATED ON THIS PLAN IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES IN ORDER TO MINIMIZE SEDIMENT TRANSFER.
7. THE CONTRACTOR IS REQUIRED TO INSPECT THE CONTROLS AND FENCES AT WEEKLY INTERVALS AND AFTER SIGNIFICANT RAINFALL EVENTS TO INSURE THAT THEY ARE FUNCTIONING PROPERLY. THE PERSON(S) RESPONSIBLE FOR MAINTENANCE OF CONTROLS AND FENCES SHALL IMMEDIATELY MAKE ANY NECESSARY REPAIRS TO DAMAGED AREAS. SILT ACCUMULATION AT CONTROLS MUST BE REMOVED WHEN THE DEPTH REACHES SIX (6) INCHES.
8. ADDITIONAL EROSION AND SEDIMENTATION CONTROLS MAY BE REQUIRED BY THE INSPECTOR AT TIME OF CONSTRUCTION.
9. CONTRACTOR TO REPLACE SILT FENCE WITH TRIANGULAR FILTER DIKE AS NEEDED TO CONSTRUCT DRIVEWAYS AND PARKING SPACES.
10. CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY SEDIMENT TRANSPORTED FROM THE LOC TO THE OFFSITE DETENTION / WATER QUALITY POND(S).

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: MAY 2023
Project No.

SHEET
07

XREF: X:\Drawings\Projects\HE Centro Galleria\Whole Foods\Cad Sheets\07 ESC AND STAGING.dwg
XREF: X:\Drawings\Projects\HE Centro Galleria\Whole Foods\Cad Sheets\Xrefs\Base Plan\BASE MAP.dwg
LAYOUT: 07 ESC AND STAGING
MODEL: Scott.jff
PLOT DATE: 7/24/2023 6:29pm
PLOTTED BY: mered



SURVEY LEGEND

- 1/2" REBAR FOUND
- 1/2" REBAR WITH "DELTA CAP" FOUND
- MAG NAIL FOUND
- MAG NAIL WITH "CHAPARRAL WASHER" FOUND
- PUNCH HOLE IN CONCRETE FOUND
- CALCULATED POINT
- CONTROL POINT/BENCHMARK LOCATION
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- FIRE DEPARTMENT CONNECT
- SPRINKLER CONTROL VALVE
- ELECTRIC VEHICLE CHARGING STATION
- ELECTRIC MANHOLE
- ELECTRIC PULL BOX
- LIGHT POLE
- GROUND LIGHT
- TELEPHONE MANHOLE
- GAS VALVE
- UNDERGROUND GAS MARKER
- CLEANOUT
- MANHOLE (INTERCEPTOR OR AS NOTED)
- STORM SEWER MANHOLE
- WASTEWATER MANHOLE
- HANDICAP PARKING
- SIGN
- UTILITY VAULT
- SQUARE METAL SUPPORT POLE
- METAL FENCE
- ( ) RECORD INFORMATION

NOTES:

1. INFORMATION SHOWN HEREON IS BASED ON SURVEY PROVIDED BY EARLY LAND SURVEYING, LLC DATED MARCH 2023. NO WARRANTY IS EXPRESSED OR IMPLIED AS TO THEIR ACCURACY.
2. LOCATIONS OF PUBLIC AND FRANCHISE UTILITIES SHOWN ARE APPROXIMATE AND MAY NOT BE COMPLETE. CONTRACTOR SHALL CALL THE ONE CALL CENTER (811) AT LEAST 48 HOURS PRIOR TO COMMENCING DEMOLITION OR CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL CONTACT ANY OTHER UTILITY COMPANIES WHO DO NOT SUBSCRIBE TO THE ONE CALL PROGRAM FOR LINE MARKINGS. THE CONTRACTOR BEARS SOLE RESPONSIBILITY FOR VERIFYING LOCATIONS OF EXISTING UTILITIES, SHOWN OR NOT SHOWN, AND FOR ANY DAMAGE DONE TO THESE FACILITIES.
3. REMOVAL OR RELOCATION OF EXISTING PUBLIC AND PRIVATE FRANCHISE UTILITIES (WATER, ELECTRIC, AND GAS ETC.) WITHIN THE LIMITS OF THE SITE DEMOLITION SHALL BE COORDINATED WITH THE APPLICABLE UTILITY AGENCIES.
4. ALL UTILITIES IN STREET RIGHT-OF-WAY TO REMAIN IN PLACE UNLESS NOTED OTHERWISE.
5. SURFACE PAVEMENT INDICATED HEREON (SUCH AS ASPHALT OR CONCRETE) MAY OVERLAY HIDDEN STRUCTURES (SUCH AS OTHER LAYERS OF PAVEMENT, BUILDING SLAB, ETC.) THAT ARE ALSO TO BE REMOVED.
6. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSAL OF EXISTING PAVEMENT SECTION, STRUCTURAL SUBGRADE, STRUCTURAL FOUNDATION, AND UTILITIES WITHIN THE SITE. CONTRACTOR TO DISPOSE ALL DEMOLITION SPOILS OFF-SITE IN A LEGAL MANNER.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO EXISTING UTILITIES, IRRIGATION LINES, PAVEMENT, ETC., TO REMAIN RESULTING FROM DEMOLITION ACTIVITIES AND REPAIR AT HIS OWN EXPENSE.
8. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL.
9. ALL ITEMS TO BE REMOVED SHALL BE DISPOSED OFF-SITE IN A MANNER ACCEPTABLE TO ALL APPLICABLE REGULATIONS.
10. PERIMETER EROSION CONTROL DEVICES AND TREE PROTECTION FOR TREES SHALL BE IN PLACE PRIOR TO DEMOLITION. REFERENCE EROSION CONTROL PLAN AND DETAILS FOR TYPE AND LOCATION.
11. CONTRACTOR TO ADJUST RIMS OF ALL EXISTING VALVES, SPRINKLER HEADS, MANHOLES, ETC. TO MATCH PROPOSED/FINAL GRADES.

NOTE:

360 Professional Services, Inc. is not responsible for the means and methods employed by the contractor to implement this demolition plan. This demolition plan simply indicates the known objects on the subject tracts that are to be demolished and removed from the site. 360 Professional Services, Inc. does not warrant or represent that the plan, which was prepared based on survey and utility information provided by others, shows all improvements and utilities, that the improvements and utilities are shown accurately, or that the utilities shown can be removed. The contractor is responsible for performing his own site reconnaissance to scope his work and to confirm with the owners of improvements and utilities the ability and process for the removal of their facilities. This plan is intended to give a general guide to the contractor, nothing more. The goal of the demolition is to leave the site in a state suitable for the construction of the proposed development. Removal or preservation of improvements, utilities, etc. to accomplish this goal are the responsibility of the contractor. Contractor shall comply with all local, state, and federal regulations regarding the demolition of objects on the site and the disposal of the demolished materials off-site. It is the contractor's sole responsibility to review the site, determine the applicable regulations, receive the required permits and authorizations, and comply.

BENCHMARK INFORMATION:

BM #1: MAG NAIL WITH WASHER SET ±86' NORTH OF THE SOUTHEAST CORNER OF LOT 1, IN THE TOP OF A CONCRETE CURB, AS SHOWN HEREON.

ELEVATION = 931.30'
VERTICAL DATUM: NAVD 88 (GEOID 128)

No.	Date	Revisions	App.

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7/26/2023

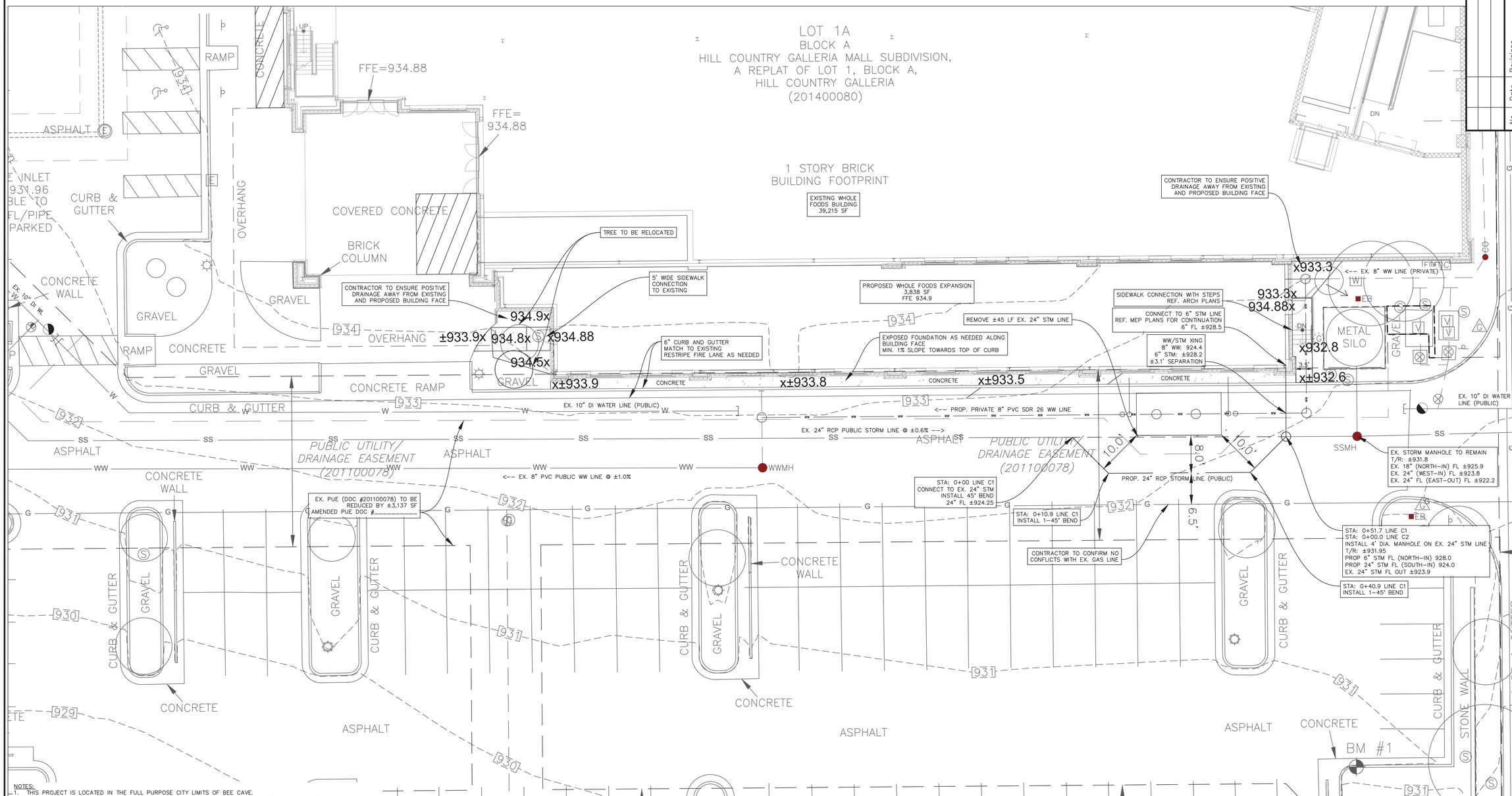
WHOLE FOODS EXPANSION
HILL COUNTRY GALLERIA
BEE CAVE, TEXAS

DEMOLITION PLAN

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: MAY 2023
Project No.

SHEET
08

LAYOUT by: SJF DATE: 5/26/2023 10:13am PLOTTED BY: mared
WHICH: 5J3 Plan1
FILE: G:\Active Unzoned Projects\WF Capitol Galleria\Whole Foods\Civil Sheets\08 DEMO.dwg
XREFS: XREF Unzoned Projects\WF Capitol Galleria\Whole Foods\Civil Sheets\XR DEMO.dwg



NOTES:
1. THIS PROJECT IS LOCATED IN THE FULL PURPOSE CITY LIMITS OF BEE CAVE.
2. CONTRACTOR TO FIELD VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
3. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
4. CONTRACTOR TO HAVE STAKING VERIFIED BY OWNER PRIOR TO START OF CONSTRUCTION.
5. REFERENCE ARCHITECTURAL/STRUCTURAL PLANS FOR FINAL DIMENSIONS OF BUILDINGS.
6. PAVEMENT SECTIONS TO MATCH EXISTING PAVEMENT SECTIONS.
7. CONTRACTOR TO MATCH EXISTING GRADE, GUTTER, AND ASPHALT WHEN TYING IN TO EXISTING ROADWAYS/DRIVES.
8. CONTRACTOR TO ENSURE POSITIVE DRAINAGE AWAY FROM BUILDING FOUNDATION.
9. CONTRACTOR TO FIELD VERIFY LOCATION AND THE FLOWLINES OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER IF DISCREPANCIES OCCUR.
10. WATER & WASTEWATER SERVICE TO BE PROVIDED BY WTCPUA AND CONTRACTOR SHALL COORDINATE WITH WTCPUA FOR THESE CONNECTIONS AS NEEDED. REFER TO WTCPUA NOTES ON THE GENERAL NOTES SHEET.
11. CONTRACTOR TO RESTORE EXISTING ROADS AND SIDEWALKS TO ORIGINAL CONDITION.
12. ALL ON-SITE UTILITY MATERIALS AND WORK SHALL CONFORM TO THE CURRENT PLUMBING CODE.
13. ALL BENDS, TEES, REDUCERS, AND GATE VALVES MUST BE RESTRAINED.
14. CONTRACTOR TO ENSURE NO FIRE HYDRANTS, METERS, VALVES, OR CLEANOUTS ARE PLACED IN THE SIDEWALK.
15. WATER MAINS, WASTEWATER MAINS, AND OTHER UTILITY SEPARATION DISTANCES SHALL BE IN ACCORDANCE WITH THE RULES ADOPTED BY TCEQ IN 30 TAC CHAPTER 217.
16. CONTRACTOR TO MODIFY AND REPAIR IRRIGATION SYSTEM AS NEEDED, INCLUDING REMOVING/RELOCATING EXISTING LINES, SPINKLERS HEADS, VALVES, ETC.

No.	Date	Revisions	App.

TEXAS FIRM REGISTRATION F4932
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SCOTT J. FOSTER
84652
LICENSED PROFESSIONAL ENGINEER
TEXAS
7/28/2023

WHOLE FOODS EXPANSION
HILL COUNTRY GALLERIA
BEE CAVE, TEXAS

GRADING, PAVING, AND STORM PLAN

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: MAY 2023
Project No.

SHEET
09

PLOT DATE: 7/28/2023 10:13am PLOTTED BY: mered
LAYOUT: 9 PAGE: 9 Sur Signed
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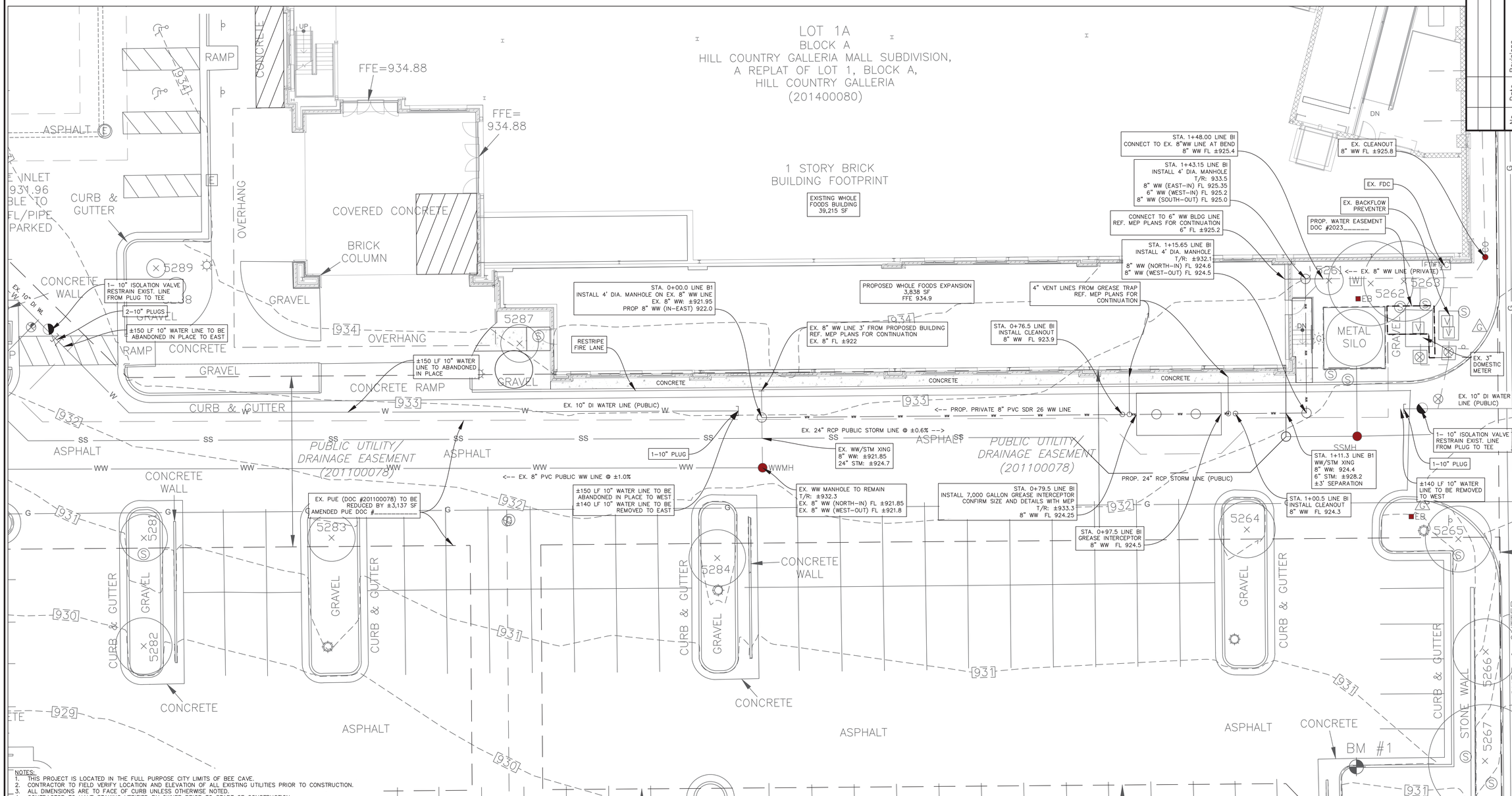

NOTES:

1. THIS PROJECT IS LOCATED IN THE FULL PURPOSE CITY LIMITS OF BEE CAVE.
2. CONTRACTOR TO FIELD VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
3. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
4. CONTRACTOR TO HAVE STAKING VERIFIED BY OWNER PRIOR TO START OF CONSTRUCTION.
5. REFERENCE ARCHITECTURAL/STRUCTURAL PLANS FOR FINAL DIMENSIONS OF BUILDINGS.
6. PAVEMENT SECTIONS TO MATCH EXISTING PAVEMENT SECTIONS.
7. CONTRACTOR TO MATCH EXISTING GRADE, GUTTER, AND ASPHALT WHEN TYING IN TO EXISTING ROADWAYS/DRIVES.
8. CONTRACTOR TO ENSURE POSITIVE DRAINAGE AWAY FROM BUILDING FOUNDATION.
9. CONTRACTOR TO FIELD VERIFY LOCATION AND THE FLOWLINES OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER IF DISCREPANCIES OCCUR.
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12. ALL ON-SITE UTILITY MATERIALS AND WORK SHALL CONFORM TO THE CURRENT PLUMBING CODE.
13. ALL BENDS, TEES, REDUCERS, AND GATE VALVES MUST BE RESTRAINED.
14. CONTRACTOR TO ENSURE NO FIRE HYDRANTS, METERS, VALVES, OR CLEANOUTS ARE PLACED IN THE SIDEWALK.
15. WATER MAINS, WASTEWATER MAINS, AND OTHER UTILITY SEPARATION DISTANCES SHALL BE IN ACCORDANCE WITH THE RULES ADOPTED BY TCEQ IN 30 TAC CHAPTER 217.
16. CONTRACTOR TO MODIFY AND REPAIR IRRIGATION SYSTEM AS NEEDED, INCLUDING REMOVING/RELOCATING EXISTING LINES, SPINKLERS HEADS, VALVES, ETC.
17. WHERE NEW CONSTRUCTION TIES INTO AN EXISTING MANHOLE, THE EXISTING MANHOLE SHALL BE LINED, COATED, OR REPLACED WITH A CORROSION RESISTANT MATERIAL.

No.	Date	Revisions	App.

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SCOTT J. FOSTER
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LICENSED PROFESSIONAL ENGINEER
TEXAS
7/28/2023

WHOLE FOODS EXPANSION
HILL COUNTRY GALLERIA
BEE CAVE, TEXAS

UTILITY PLAN

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: MAY 2023
Project No.

SHEET
10

PLOTTED BY: mered
PLOT DATE: 7/28/2023 10:13am
LAYOUT: 10
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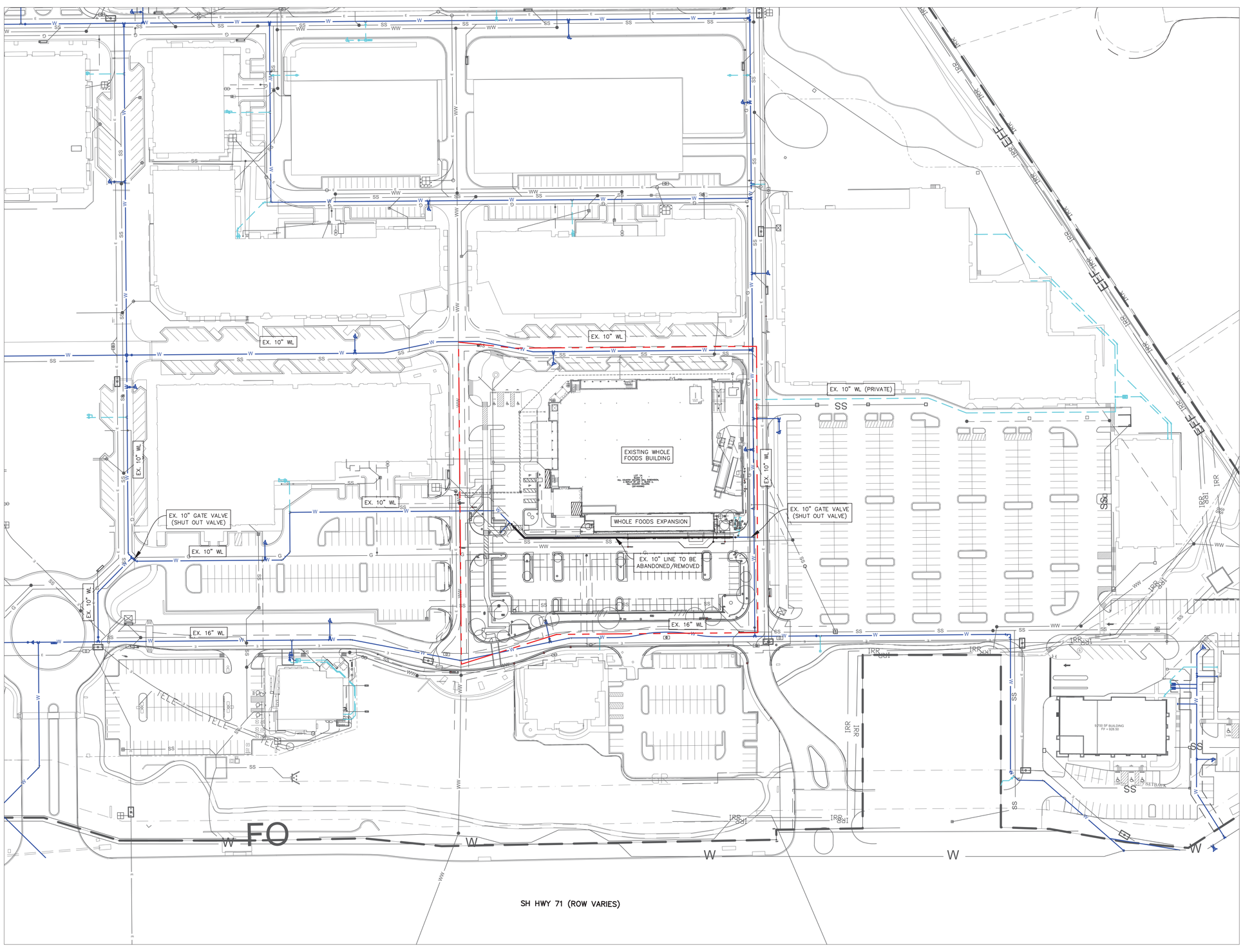

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LEGEND

—W—W—	EX. PUBLIC WATERLINE
— — — —	EX. PRIVATE WATERLINE

No.	Date	Revisions	App.

TEXAS FIRM REGISTRATION F4932
P.O. BOX 1088
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360 PROFESSIONAL SERVICES, INC.

STATE OF TEXAS
SCOTT J. FOSTER
84652
LICENSED PROFESSIONAL ENGINEER
5/26/2023

WHOLE FOODS EXPANSION
HILL COUNTRY GALLERIA
BEE CAVE, TEXAS

OVERALL WATERLINE LAYOUT

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: MAY 2023
Project No.

SHEET
11

PLOTTED BY: mered
PLOT DATE: 5/26/2023 9:17am
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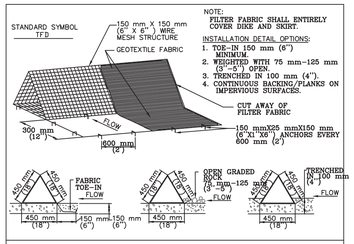
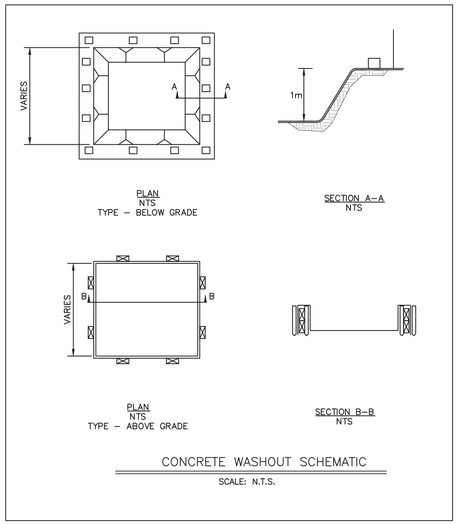


NOTE:
FILTER FABRIC SHALL ENTIRELY COVER DIKE AND SKIRT.

INSTALLATION OPTIONS:
1. TOE-IN 150 mm (6") MINIMUM
2. WEIGHTED WITH 75 mm-125 mm (3"-5") OPEN GRADED ROCK
3. TRENCHED IN 100 mm (4").
4. CONTINUOUS BACKING/PLANKS ON IMPERVIOUS SURFACES.

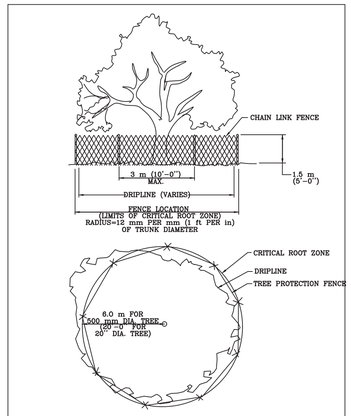
GENERAL NOTES
1. DIKES SHALL BE PLACED IN A ROW WITH ENDS TIGHTLY ABUTTING THE ADJACENT DIKE.
2. THE FABRIC COVER AND SKIRT SHALL BE A CONTINUOUS WRAPPING OF GEOTEXTILE. THE SKIRT SHALL BE A CONTINUOUS EXTENSION OF THE FABRIC ON THE UPSTREAM FACE.
3. THE SKIRT SHALL BE WEIGHTED WITH A CONTINUOUS LAYER OF 75-125 mm (3-5") OPEN GRADED ROCK OR TOED-IN 150 mm (6") WITH MECHANICALLY COMPACTED MATERIAL. OTHERWISE, THE ENTIRE STRUCTURE SHALL BE TRENCHED IN 100 mm (4").
4. DIKES AND SKIRT SHALL BE SECURELY ANCHORED IN PLACE USING 150 mm (6") WIRE STAPLES ON 600 mm (2) CENTERS ON BOTH EDGES AND SKIRT, OR STAKE USING 10M (3/8 ") DIAMETER RE-BAR WITH TEE ENDS.
5. FILTER MATERIAL SHALL BE LAPPED OVER ENDS 150 mm (6") TO COVER DIKE TO DIKE JOINTS. JOINTS SHALL BE FASTENED WITH GALVANIZED SHOAT RINGS.
6. THE DIKE STRUCTURE SHALL BE MW40-150 mmX150 mm (6 GA. 6"X6") WIRE MESH, 450 mm (18") ON A SIDE.
7. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED BY THE CONTRACTOR.
8. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 150 mm (6") AND DISPOSED OF IN A MANNER WHICH WILL NOT CAUSE ADDITIONAL SILTATION.
9. AFTER THE DEVELOPMENT SITE IS COMPLETELY STABILIZED, THE DIKES AND ANY REMAINING SILT SHALL BE REMOVED. SILT SHALL BE DISPOSED OF AS INDICATED IN GENERAL NOTE 8 ABOVE.

CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT	TRIANGULAR SEDIMENT FILTER DIKE	
RECORD COPY SIGNED BY J. PATRICK MURPHY 3/27/00 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 628S

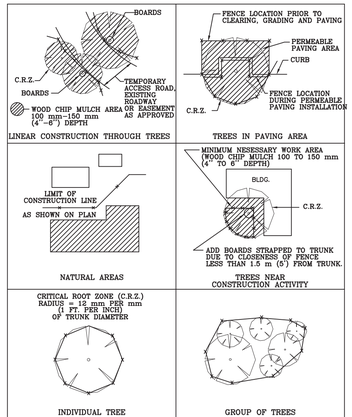


CONCRETE WASHOUT SCHEMATIC

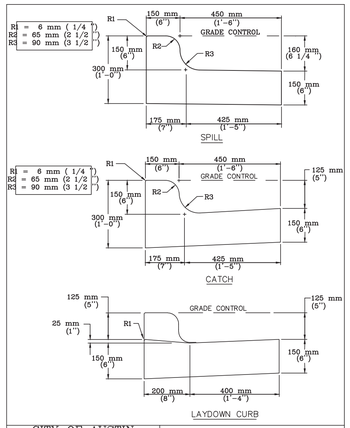
SCALE: N.T.S.



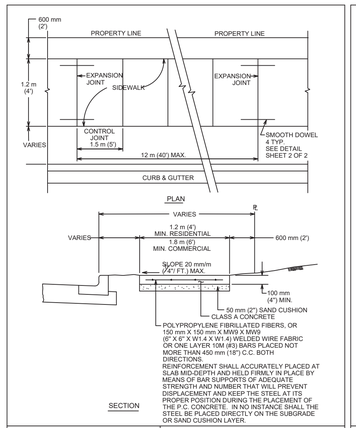
CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT	TREE PROPTECTION FENCE TYPE A - CHAIN LINK	
RECORD COPY SIGNED BY J. PATRICK MURPHY 11/16/99 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 610S-2



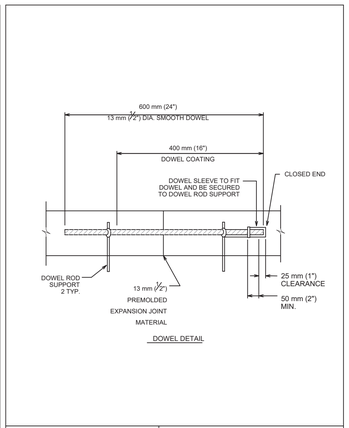
CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT	TREE PROTECTION FENCE LOCATIONS	
RECORD COPY SIGNED BY J. PATRICK MURPHY 11/16/99 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 610S-1



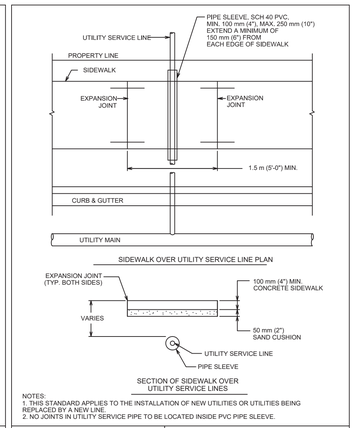
CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION	CURB AND GUTTER SECTION	
RECORD COPY SIGNED BY LINO RIVERA 9/29/99 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 430S-1



CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	SIDEWALK	
RECORD COPY SIGNED BY BILL GARDNER 03/26/08 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 432S-1 1 OF 3



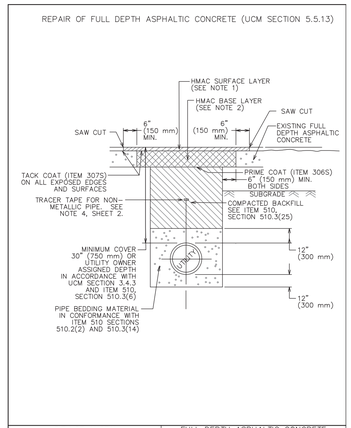
CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	SIDEWALK	
RECORD COPY SIGNED BY BILL GARDNER 03/26/08 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 432S-1 2 OF 3



NOTES:
1. THIS STANDARD APPLIES TO THE INSTALLATION OF NEW UTILITIES OR UTILITIES BEING REPLACED BY A NEW LINE.
2. NO JOINTS IN UTILITY SERVICE PIPE TO BE LOCATED INSIDE PVC PIPE SLEEVE.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	SIDEWALK	
RECORD COPY SIGNED BY BILL GARDNER 03/26/08 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 432S-1 3 OF 3

REPAIR OF FULL DEPTH ASPHALTIC CONCRETE (UCM SECTION 5.5.13)



CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	FULL DEPTH ASPHALTIC CONCRETE PAVEMENT TRENCH REPAIR	
RECORD COPY SIGNED BY BILL GARDNER 9/14/05 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 1100S-5 1 OF 2

NOTES:
1. REPLACEMENT AC SURFACE LAYER SHALL BE OF THE TYPE AND THICKNESS BASED ON FUNCTIONAL CLASSIFICATION:
   a) MIN. 2" (50 mm) HMAC TYPE "D" FOR TRENCH REPAIR IN LOCAL/RESIDENTIAL STREETS.
   b) MIN. 3" (75 mm) HMAC TYPE "C" FOR TRENCH REPAIR IN COLLECTOR/ARTERIAL STREETS.
   SEE ITEM 340S, SECTION 340S.4.
2. THE COMBINED THICKNESS OF THE REPLACEMENT AC SURFACE AND BASE LAYERS SHALL MATCH THE THICKNESS OF EXISTING FULL DEPTH AC LAYER. HOWEVER, THE REPLACEMENT AC BASE LAYER SHALL BE A MINIMUM THICKNESS OF 6" (150 mm) OF TYPE "B" OR "C" HMAC BASE LAYER TYPE THAT MATCHES THE NEW HMA SURFACE LAYER (SEE NOTE 1) MAY BE USED. IN THIS CASE, TOTAL REPAIR AREA IS LESS THAN 300 SQUARE YARDS (250 SQUARE METERS).
3. CLASS "J" PC CONCRETE (ITEM 403S) OR CONTROLLED LOW STRENGTH MATERIAL (CLSM) MAY BE SUBSTITUTED IN THESE REPAIRS FOR THE FLEXIBLE BASE AND COMPACTED BACKFILL. PC CONCRETE GREATER THAN A 2 SACK MIX WILL NOT BE ALLOWED.
4. AS PER CITY OF AUSTIN STANDARD SPECIFICATION 510, SECTION 510.2(8)(K)5, FOR ALL NON-METALLIC PIPE, DIRECTLY ABOVE THE CENTERLINE OF THE PIPE AND A MINIMUM OF 12" (300 mm) BELOW THE SUBGRADE, OR A MINIMUM OF 18" (450 mm) BELOW FINISHED GRADE ON AREAS OUTSIDE THE LIMITS OF PAVEMENT, SHALL BE PLACED INDUCTIVE TRACER TAPE IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS. THE TAPE SHALL BE ENCASED IN A PROTECTIVE, INERT, PLASTIC JACKET AND COLOR CODED IN ACCORDANCE WITH APWA UNIFORM COLOR CODE.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	FULL DEPTH ASPHALTIC CONCRETE PAVEMENT TRENCH REPAIR	
RECORD COPY SIGNED BY BILL GARDNER 9/14/05 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 1100S-5 2 OF 2

No.	Date	Revisions	App.

TEXAS FIRM REGISTRATION F4932
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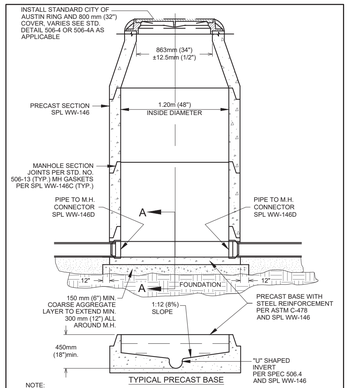
SCOTT J. FOSTER
84652
LICENSED PROFESSIONAL ENGINEER
7/26/2023

WHOLE FOODS EXPANSION
HILL COUNTRY GALLERIA
BEE CAVE, TEXAS

CONSTRUCTION DETAILS
SHEET 1

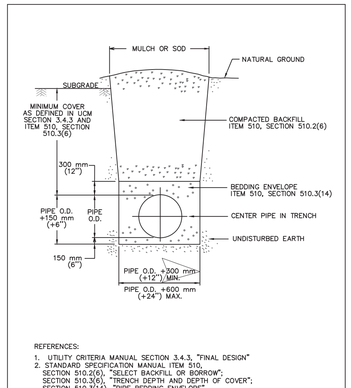
Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: MAY 2023
Project No.

SHEET
12



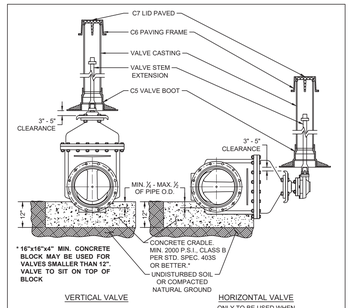
NOTE:
1. THE MANHOLE BASE SHALL BE BEDDED ON 150 mm (6") COARSE AGGREGATE. THE CONTRACTOR SHALL LEVEL AND PLUMB THE BASE PRIOR TO SETTING THE PRECAST MANHOLE RISER SECTIONS ON THE PRECAST CONCRETE BASE.
2. MH FOUNDATION SHALL MEET OR EXCEED STD. SPEC. 506.5B.

CITY OF AUSTIN AUSTIN WATER UTILITY	WASTEWATER MANHOLE ON PRECAST BASE	
RECORD COPY SIGNED BY KATHI L FLOWERS 08/31/2011	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 506S-10



REFERENCES:
1. UTILITY CRITERIA MANUAL SECTION 3.4.3, "FINAL DESIGN"
2. STANDARD SPECIFICATION MANUAL ITEM 510,
   SECTION 510.2(6), "SELECT BACKFILL OR BORROW";
   SECTION 510.3(6), "TRENCH DEPTH AND DEPTH OF COVER";
   SECTION 510.3(14), "PIPE BEDDING ENVELOPE"

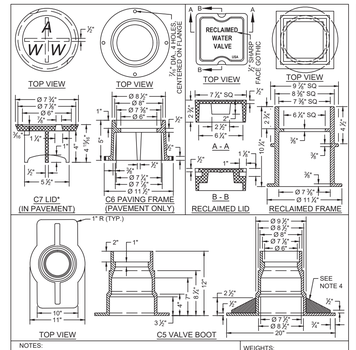
CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	TYPICAL TRENCH DETAIL WITH UNFINISHED SURFACE	
RECORD COPY SIGNED BY BILL GARDNER 03/13/06 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 510S-5



NOTES:
1. WELD SOCKET 2½" x 2" DEEP TO 1" SCH. 40 CARBON STEEL ROUND STEM EXTENSION, FITTED ON OPERATING NUT. [SCH. 80 FOR LENGTHS OVER 10'.]
2. VALVE CASTING SHALL BE 6" DI PIPE WITH BELL OR COLLAR CENTERED OVER VALVE BOOT.
3. NUT AT TOP OF VALVE EXTENSION ROD SHALL BE SQUARE 2" LONG WELDED TO TOP OF ROD.
4. VALVE STEM EXTENSIONS ARE REQUIRED ON ALL VALVES THAT EXCEED 3' DEEP FROM FINISHED GRADE. VALVE EXTENSIONS SHALL BE PLACED SUCH THAT THE EXTENSION NUT IS BETWEEN 12" AND 18" FROM FINISHED GRADE.

RECLAIMED WATER: ALL RECLAIMED PVC PIPE SHALL BE MANUFACTURED PURPLE PIPE. HDPE PIPE SHALL BE MANUFACTURED WITH PURPLE STRIPES. ALL OTHER PIPE AND APPURTENANCES SHALL BE MANUFACTURED PURPLE IF AVAILABLE. ALL PIPE AND FITTINGS THAT ARE NOT AVAILABLE FROM THE MANUFACTURER IN PURPLE SHALL BE PAINTED PURPLE PER SPL WW-3C. ALL BURIED DI AND CI PIPE AND FITTINGS SHALL ALSO BE WRAPPED IN PURPLE POLYETHYLENE PER SPL WW-27D. ALL COVERS SHALL HAVE **"RECLAIMED WATER"** CAST INTO THEM.

CITY OF AUSTIN AUSTIN WATER	TYPICAL GATE VALVE 4" - 16"	
RECORD COPY SIGNED BY KATHI L FLOWERS 05/18/2016 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 511-AW-01 1 OF 4

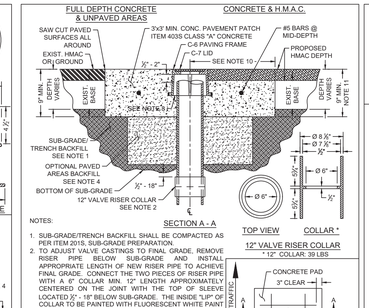


NOTES:
1. MATERIAL SHALL BE GRAY CAST IRON, ASTM A48, GRADE 30B.
2. THE MANUFACTURER'S IDENTIFICATION AND CASTING NUMBER, AND THE COUNTRY WHERE CAST, SHALL BE DISTINCTLY CAST ONTO EACH LID, FRAME, COLLAR AND BASE.
3. DRAFT AND SHRINKAGE ALLOWANCE SHALL BE IN ACCORDANCE WITH NORMAL FOUNDRY PRACTICE.
4. CASTING FINISH BY MANUFACTURER SHALL INCLUDE REMOVAL OF FINS AND FLASHING, AND PAINT WITH BLACK ASPHALT COATING.

WEIGHTS:
C7 LID: 13 LBS
RECLAIMED LID: 15 LBS
C6 FRAME: 23 LBS
RECLAIMED FRAME: 33 LBS
C5 BASE: 78 LBS

* LETTERING SHALL BE 1½"
2 PICK BAR SLOTS REQUIRED

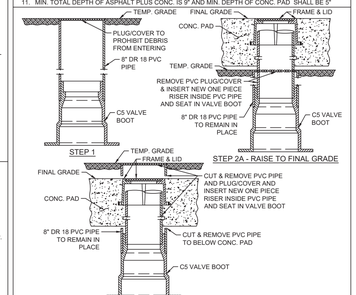
CITY OF AUSTIN AUSTIN WATER	TYPICAL GATE VALVE 4" - 16"	
RECORD COPY SIGNED BY KATHI L FLOWERS 05/18/2016 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 511-AW-01 2 OF 4



NOTES:
1. SUB-GRADE/TRENCH BACKFILL SHALL BE COMPACTED AS PER ITEM 2015, SUB-GRADE PREPARATION.
2. TO ADJUST VALVE CASTINGS TO FINAL GRADE, REMOVE RISER PIPE BELOW SUB-GRADE AND INSTALL APPROPRIATE LENGTH OF NEW RISER PIPE TO ACHIEVE FINAL GRADE. CONNECT THE TWO PIECES OF RISER PIPE WITH A 6" COLLAR MIN. 12" LENGTH APPROXIMATELY CENTERED ON THE JOINT WITH THE TOP OF SLEEVE LOCATED 2" - 18" BELOW SUB-GRADE. THE INSIDE "LIP" OF COLLAR TO BE PAINTED WITH FLUORESCENT WHITE PAINT OR COVERED WITH FLUORESCENT WHITE TAPE. ALTERNATE FOR OPTIONAL SINGLE PIECE RISER INSTALLATION SEE SHEET 4 OF 4.
3. CLEAN VALVE BOX OF ALL DEBRIS DOWN TO THE NUT OF THE VALVE; NUT SHALL OPERATE WITH NO OBSTRUCTION.
4. WHERE CASTINGS TO BE REMOVED REQUIRE EXCAVATION GREATER THAN 20" DEEP, CONTRACTOR MAY ELECT TO FILL EXCAVATION WITH CONTROLLED LOW STRENGTH MATERIAL (SPEC. ITEM 402S) TO THE UNDERSIDE OF THE CONCRETE. PAVEMENT PATCH IN LIEU OF COMPACTED BACKFILL.
5. REINFORCING STEEL SHALL MEET SPEC. ITEM 406S.7.
6. NO MORE THAN 2 SECTIONS OF PIPE SHALL BE USED FROM VALVE TO FINAL GRADE.
7. BELL AND SPIGOT IS ACCEPTABLE FOR DEPTH OVER 18'.

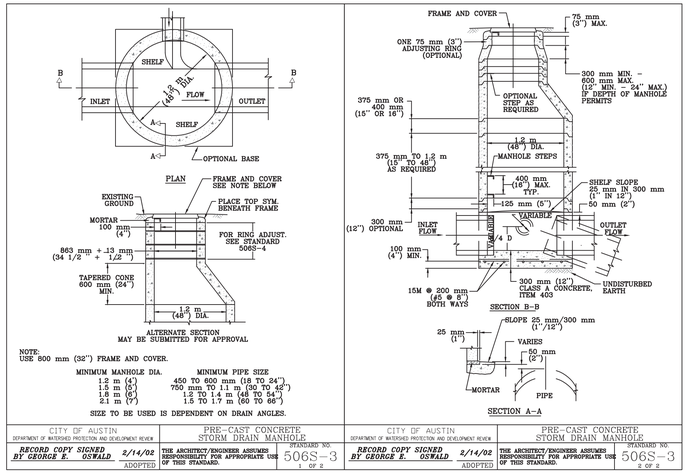
CITY OF AUSTIN AUSTIN WATER	TYPICAL GATE VALVE 4" - 16"	
RECORD COPY SIGNED BY KATHI L FLOWERS 05/18/2016 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 511-AW-01 3 OF 4

NOTES (CONT):
8. PAVING FRAME SHALL BE FLUSH WITH THE CONC. PAD AND PLACED ½" - 2" ABOVE RISER PIPE (FRAME SHALL NOT REST ON RISER.)
9. IN UNPAVED AREAS, INSTALL ONE DELINEATOR STAKE IMMEDIATELY ADJACENT TO THE EDGE OF THE CONCRETE PAD. DELINEATOR SHALL BE BLUE FOR POTABLE WATER AND PURPLE FOR RECLAIMED WATER AND SHALL EXTEND AT LEAST 60" ABOVE GROUND. DELINEATORS SHALL HAVE 2" WIDE, WHITE IN COLOR, TYPE I REFLECTIVE TAPE MOUNTED DIAGONALLY AT 12" SPACING ON BOTH SIDES.
10. VALVE SHALL TYPICALLY BE CENTERED IN CONCRETE DIAMOND BUT MAY BE OFFSET WITH A MIN. OF 12" FROM CENTER OF VALVE LID TO EDGE OF CONCRETE IN ALL DIRECTIONS.
11. MIN. TOTAL DEPTH OF ASPHALT PLUS CONC. IS 9" AND MIN. DEPTH OF CONC. PAD SHALL BE 5"



OPTIONAL ONE PIECE VALVE CASTING INSTALLATION

CITY OF AUSTIN AUSTIN WATER UTILITY	MINOR MANHOLE ADJUSTMENT & NEW MANHOLE CONSTRUCTION	
RECORD COPY SIGNED BY KATHI L FLOWERS 08/31/2011	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 506S-4 1 OF 2



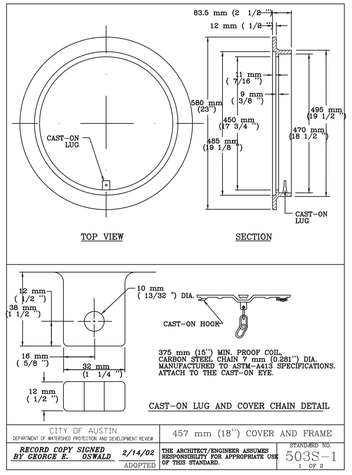
NOTE:
USE 800 mm (32") FRAME AND COVER.

MINIMUM MANHOLE DIA.	MINIMUM PIPE SIZE
1.2 m (4')	450 TO 600 mm (18 TO 24")
1.5 m (5')	750 mm TO 1.1 m (30 TO 42")
1.8 m (6')	1.2 TO 1.4 m (48 TO 54")
2.1 m (7')	1.5 TO 1.7 m (60 TO 66")

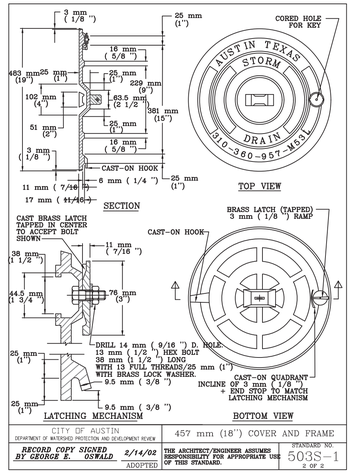
SIZE TO BE USED IS DEPENDENT ON DRAIN ANGLES.

CITY OF AUSTIN DEPARTMENT OF WATERSHED PROTECTION AND DEVELOPMENT REVIEW	PRE-CAST CONCRETE STORM DRAIN MANHOLE	
RECORD COPY SIGNED BY GEORGE E. OSWALD 2/14/02 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 506S-3 1 OF 2

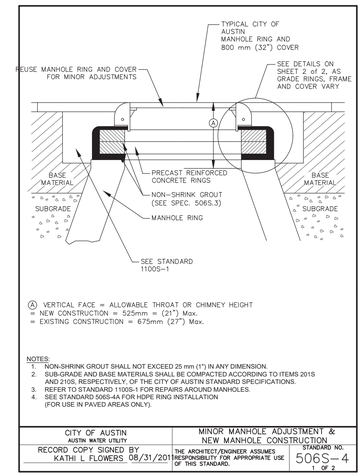
CITY OF AUSTIN DEPARTMENT OF WATERSHED PROTECTION AND DEVELOPMENT REVIEW	PRE-CAST CONCRETE STORM DRAIN MANHOLE	
RECORD COPY SIGNED BY GEORGE E. OSWALD 2/14/02 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 506S-3 2 OF 2



CITY OF AUSTIN DEPARTMENT OF WATERSHED PROTECTION AND DEVELOPMENT REVIEW	457 mm (18") COVER AND FRAME	
RECORD COPY SIGNED BY GEORGE E. OSWALD 2/14/02 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	503S-1 1 OF 2



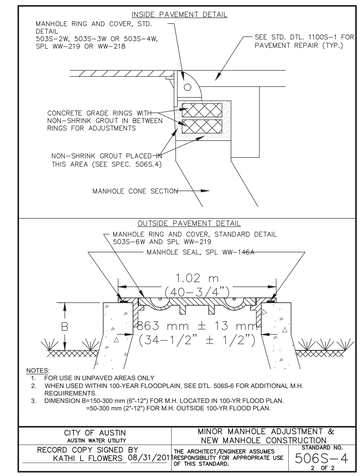
CITY OF AUSTIN DEPARTMENT OF WATERSHED PROTECTION AND DEVELOPMENT REVIEW	457 mm (18") COVER AND FRAME	
RECORD COPY SIGNED BY GEORGE E. OSWALD 2/14/02 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	503S-1 2 OF 2



Ⓐ VERTICAL FACE = ALLOWABLE THROAT OR CHIMNEY HEIGHT
= NEW CONSTRUCTION = 525mm = (21") Max.
= EXISTING CONSTRUCTION = 675mm (27") Max.

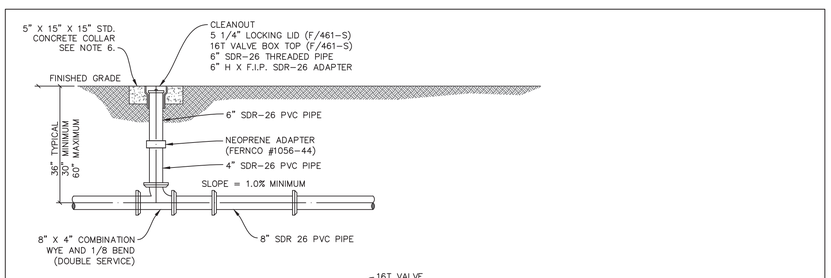
NOTES:
1. NON-SHRINK GROUT SHALL NOT EXCEED 25 mm (1") IN ANY DIMENSION.
2. SUB-GRADE AND BASE MATERIALS SHALL BE COMPACTED ACCORDING TO ITEMS 201S AND 210S, RESPECTIVELY, OF THE CITY OF AUSTIN STANDARD SPECIFICATIONS.
3. REFER TO STANDARD 1100S-1 FOR REPAIRS AROUND MANHOLES.
4. SEE STANDARD 506S-4A FOR HDPE RING INSTALLATION (FOR USE IN PAVED AREAS ONLY).

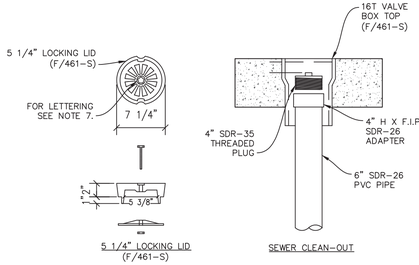
CITY OF AUSTIN AUSTIN WATER UTILITY	MINOR MANHOLE ADJUSTMENT & NEW MANHOLE CONSTRUCTION	
RECORD COPY SIGNED BY KATHI L FLOWERS 08/31/2011	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 506S-4 2 OF 2



NOTES:
1. FOR USE IN UNPAVED AREAS ONLY.
2. WHEN USED WITHIN 100-YEAR FLOODPLAIN, SEE DTL. 506S-6 FOR ADDITIONAL M.H. REQUIREMENTS.
3. DIMENSION B=150-300 mm (6"-12") FOR M.H. LOCATED IN 100-YR FLOOD PLAIN. =50-300 mm (2"-12") FOR M.H. OUTSIDE 100-YR FLOOD PLAIN.

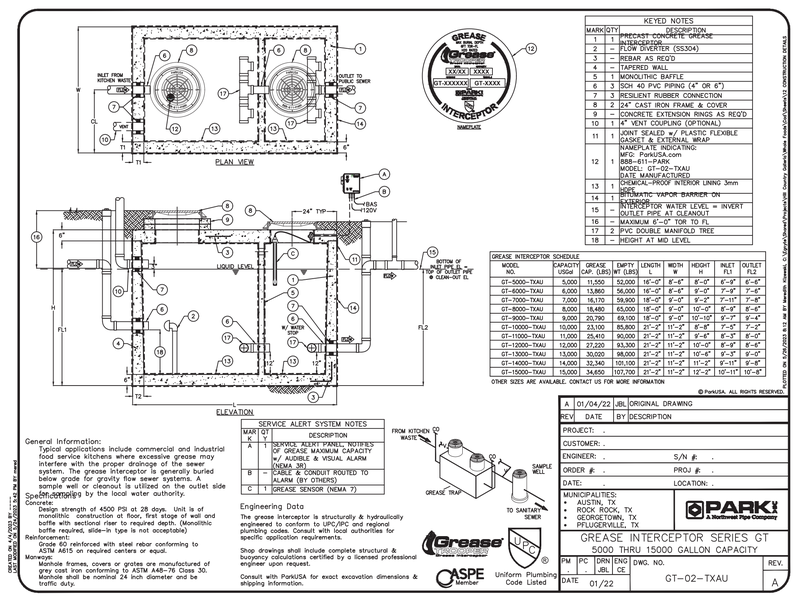
CITY OF AUSTIN AUSTIN WATER UTILITY	MINOR MANHOLE ADJUSTMENT & NEW MANHOLE CONSTRUCTION	
RECORD COPY SIGNED BY KATHI L FLOWERS 08/31/2011	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 506S-4 2 OF 2





NOTES:
1. FOR P.V.C. INSTALLATIONS, CONNECT TO EXISTING "BELL END" AND CONNECT OPPOSITE END WITH P.V.C. TO P.V.C. KNOCK ON SLEEVE.
2. SOLIDLY TAMP BACKFILL AT LEAST ONE FOOT (1'-0") ABOVE TOP OF PIPE. SERVICES UNDER PAVED AREAS SHALL BE BACKFILLED TO THE SAME SPECIFICATIONS AS SHOWN ON PAVEMENT REPLACEMENT DETAIL.
3. CONTRACTOR SHALL MARK ON A CLEAN SET OF PLANS THE FINAL STATIONING OR DISTANCE AND DIRECTION FROM MANHOLE TO EACH SERVICE LATERAL AND GIVE TO ENGINEER FOR RECORD DRAWING PURPOSES.
4. ANY DEVIATION FROM THESE METHODS MUST BE APPROVED BY WTCPUA.
5. SERVICE LINE MATERIAL SHALL BE P.V.C., SDR 26.
6. CONCRETE COLLAR IS OPTIONAL IF CLEANOUT IS LOCATED IN SIDEWALK PAVEMENT.
7. LETTER ON LOCKING LID TO BE "SANITARY C.O."

CLEANOUT DETAIL



KEYED NOTES		
MARK	QTY	DESCRIPTION
1	1	PRECAST CONCRETE GREASE INTERCEPTOR
2	–	FLOW DIVERTER (SS304)
3	–	REBAR AS REQ'D
4	–	TAPERED WALL
5	1	MONOLITHIC BAFFLE
6	3	SCH 40 PVC PIPING (4" OR 6")
7	3	RESILIENT RUBBER CONNECTION
8	2	24" CAST IRON FRAME & COVER
9	–	CONCRETE EXTENSION RINGS AS REQ'D
10	1	4" VENT COUPLING (OPTIONAL)
11	1	JOINT SEALED w/ PLASTIC FLEXIBLE GASKET & EXTERNAL WRAP
12	1	NAMEPLATE INDICATING: MFG: ParkUSA.com 888-611-PARK MODEL: GT-02-TXAU DATE MANUFACTURED
13	1	CHEMICAL-PROOF INTERIOR LINING 3mm MIN.
14	1	BITUMATIC VAPOR BARRIER ON EXTERIOR
15	1	INTERCEPTOR WATER LEVEL = INVERT OUTLET PIPE AT CLEANOUT
16	1	MAXIMUM 6'-0" TOR TO FL
17	2	PVC DOUBLE MANIFOLD TREE
18	–	HEIGHT AT MID LEVEL

GREASE INTERCEPTOR SCHEDULE								
MODEL NO.	CAPACITY USGal	GREASE CAP. (LBS)	EMPTY WT (LBS)	LENGTH L	WIDTH W	HEIGHT H	INLET FL1	OUTLET FL2
GT-5000-TXAU	5,000	11,550	52,000	16'-0"	8'-6"	8'-0"	6'-9"	6'-6"
GT-6000-TXAU	6,000	13,860	56,000	16'-0"	8'-6"	9'-0"	7'-3"	7'-0"
GT-7000-TXAU	7,000	16,170	59,900	18'-0"	9'-0"	9'-2"	7'-11"	7'-8"
GT-8000-TXAU	8,000	18,480	65,000	18'-0"	9'-0"	10'-0"	8'-3"	8'-0"
GT-9000-TXAU	9,000	20,790	69,100	18'-0"	9'-0"	10'-10"	9'-7"	9'-4"
GT-10000-TXAU	10,000	23,100	85,800	21'-2"	11'-2"	8'-8"	7'-5"	7'-2"
GT-11000-TXAU	11,000	25,410	90,000	21'-2"	11'-2"	9'-4"	8'-3"	8'-0"
GT-12000-TXAU	12,000	27,220	93,300	21'-2"	11'-2"	10'-0"	8'-9"	8'-6"
GT-13000-TXAU	13,000	30,020	98,000	21'-2"	11'-2"	10'-6"	9'-3"	9'-0"
GT-14000-TXAU	14,000	32,340	105,100	21'-2"	11'-2"	11'-2"	9'-11"	9'-8"
GT-15000-TXAU	15,000	34,650	107,700	21'-2"	11'-2"	12'-2"	10'-11"	10'-8"

OTHER SIZES ARE AVAILABLE. CONTACT US FOR MORE INFORMATION

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General Information:
Typical applications include commercial and industrial food service kitchens where excessive grease may interfere with the proper drainage of the sewer system. The grease interceptor is generally buried below grade for gravity flow sewer systems. A sample well or cleanout is utilized on the outlet side of the interceptor by the local water authority.

Specifications:
Concrete:
Design strength of 4500 PSI at 28 days. Unit is of monolithic construction at floor, first stage of wall and baffle with sectional riser to required depth. (Monolithic baffle required, slide-in type is not acceptable)
Reinforcement:
Grade 60 reinforced with steel rebar conforming to ASTM A615 on required centers or equal.
Manways:
Manhole frames, covers or grates are manufactured of grey cast iron conforming to ASTM A48-76 Class 30. Manhole shall be nominal 24 inch diameter and be traffic duty.

SERVICE ALERT SYSTEM NOTES		
MARK	QTY	DESCRIPTION
A	1	SERVICE ALERT PANEL, NOTIFIES OF GREASE MAXIMUM CAPACITY w/ AUDIBLE & VISUAL ALARM (NEMA 3R)
B	–	CABLE & CONDUIT ROUTED TO ALARM (BY OTHERS)
C	1	GREASE SENSOR (NEMA 7)

Engineering Data
The grease interceptor is structurally & hydraulically engineered to conform to UPC/IPC and regional plumbing codes. Consult with local authorities for specific application requirements.

Shop drawings shall include complete structural & buoyancy calculations certified by a licensed professional engineer upon request.

Consult with ParkUSA for exact excavation dimensions & shipping information.

Uniform Plumbing Code Listed

REV	DATE	BY	DESCRIPTION
A	01/04/22	JBL	ORIGINAL DRAWING

PROJECT: .
CUSTOMER: .
ENGINEER: . S/N #: .
ORDER #: . PROJ #: .
DATE: . LOCATION: .

MUNICIPALITIES:
- AUSTIN, TX
- ROCK ROCK, TX
- GEORGETOWN, TX
- PFLUGERVILLE, TX

PARK! A Southwest Pipe Company

GREASE INTERCEPTOR SERIES GT
5000 THRU 15000 GALLON CAPACITY

PM	PC	DRN	ENG	DWG. NO.	REV.
		JBL	CE	GT-02-TXAU	A
DATE 01/22					

GREASE INTERCEPTOR NOTES:
1. PROPOSED VAULT DEPTH EXCEEDS MAXIMUM DEPTH PER DETAIL. CONTRACTOR TO PROVIDE REVISED DRAWINGS FROM MANUFACTURER FOR ENGINEER APPROVAL.
2. PROPOSED PIPE SIZES DIFFER FROM DETAIL. CONTRACTOR TO PROVIDE REVISED DRAWINGS FROM MANUFACTURER FOR ENGINEER APPROVAL.
3. AN APPROVED EQUAL MAY BE SUBMITTED FOR APPROVAL BY ENGINEER.

TEXAS FIRM REGISTRATION F4932
P.O. BOX 1088
CEDAR PARK, TEXAS 78630
PHONE (512) 354-4682
FAX (512) 900-7892
360 PROFESSIONAL SERVICES, INC.

No.	Date	Revisions	App.

SCOTT J. FOSTER
84652
LICENSED PROFESSIONAL ENGINEER
7/26/2023

WHOLE FOODS EXPANSION
HILL COUNTRY GALLERIA
BEE CAVE, TEXAS

CONSTRUCTION DETAILS
SHEET 2

Scale: AS SHOWN
Designed by:
Drawn by:
Checked by:
Date: MAY 2023
Project No.

SHEET
13

PLOTTED BY: marred
PLOT DATE: 7/26/2023 8:12 AM
PLOT SCALE: 1:1
PLOT DEVICE: DWG To PDF.pc3
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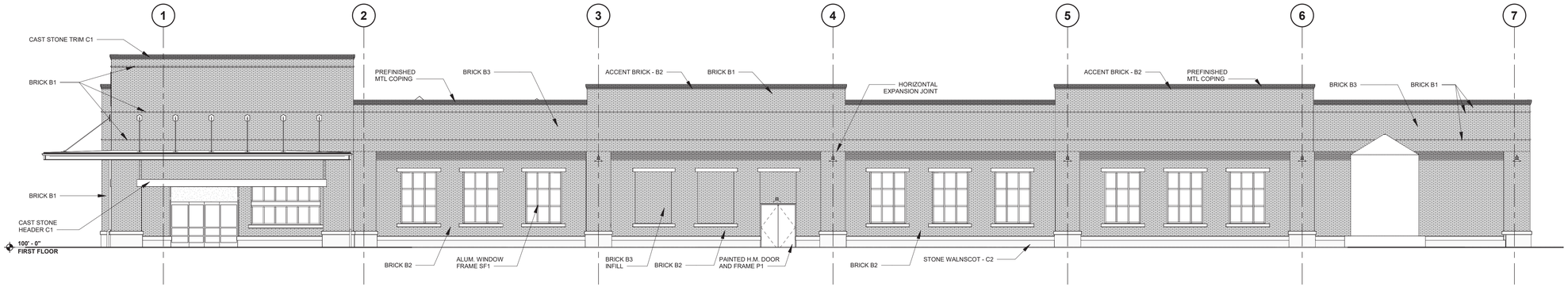
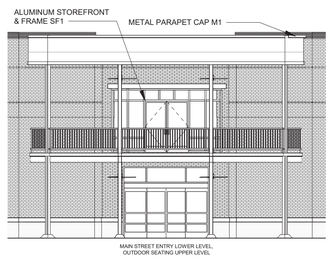
FILE: S:\Engr\Shared\Projects\WF Country Galleria Whole Foods\Dwg\Sheet\US CONSTRUCTION DETAILS.dwg



05 SOUTH ELEVATION - EXISTING

SCALE: 1/8" = 1'-0" REF: 1 / ST-07



04 MAIN STREET ENTRY

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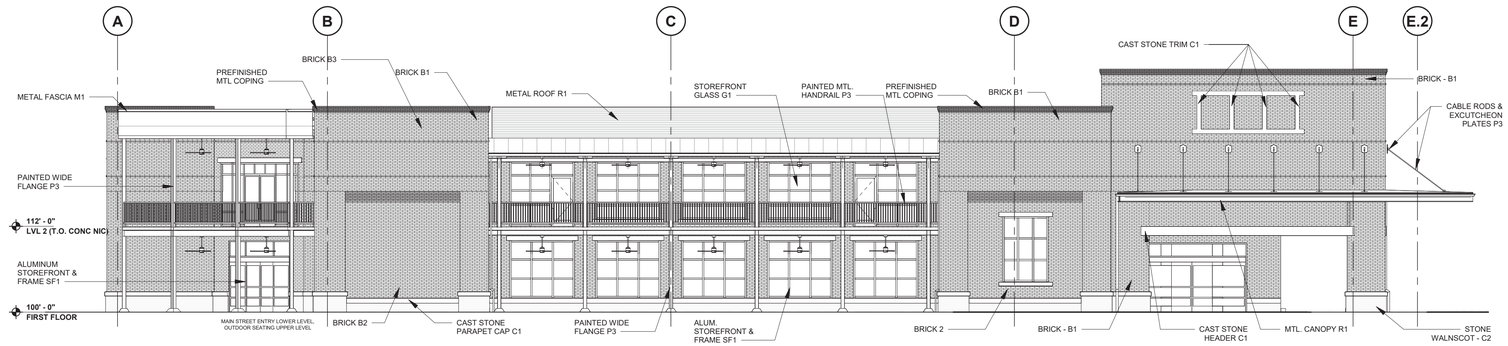

03 WEST ELEVATION - EXISTING

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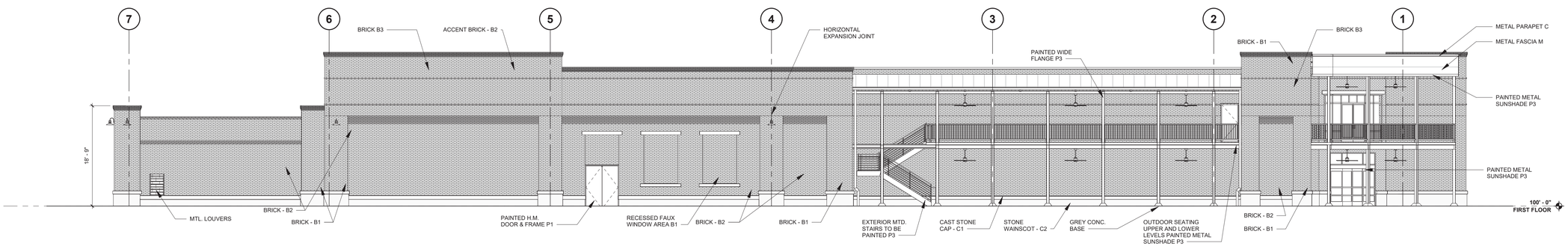

02 NORTH ELEVATION - EXISTING

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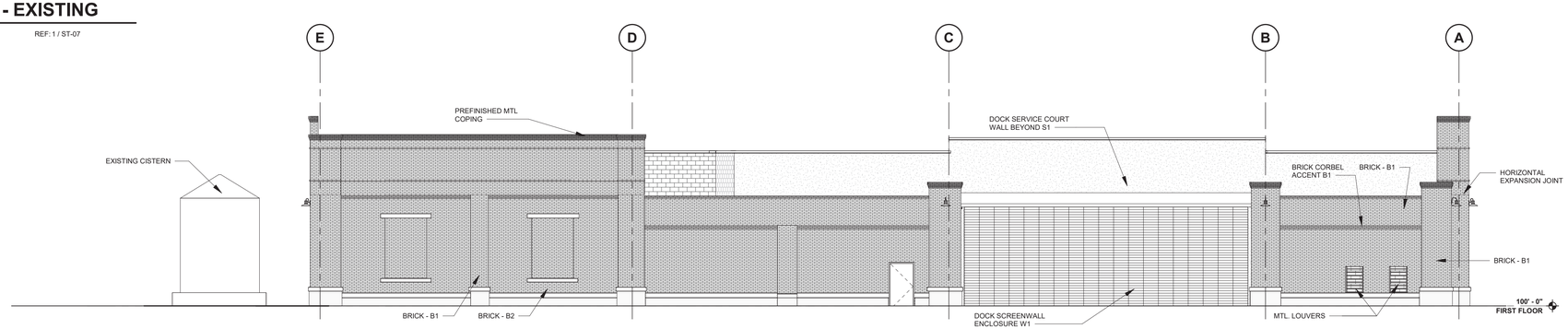

01 EAST ELEVATION - EXISTING

SCALE: 1/8" = 1'-0" REF: 1 / ST-07

NELSEN PARTNERS
ARCHITECTS & PLANNERS

Nelsen Partners, Inc.
Austin | Scottsdale

905 Congress Avenue
Austin, Texas 78701
t: 512.457.8400
nelsenpartners.com

PRELIMINARY:
NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

WHOLE FOODS EXPANSION

CBRE

12601 Hill Country Boulevard
Bee Cave, TX

Date
04/20/2023
Revisions

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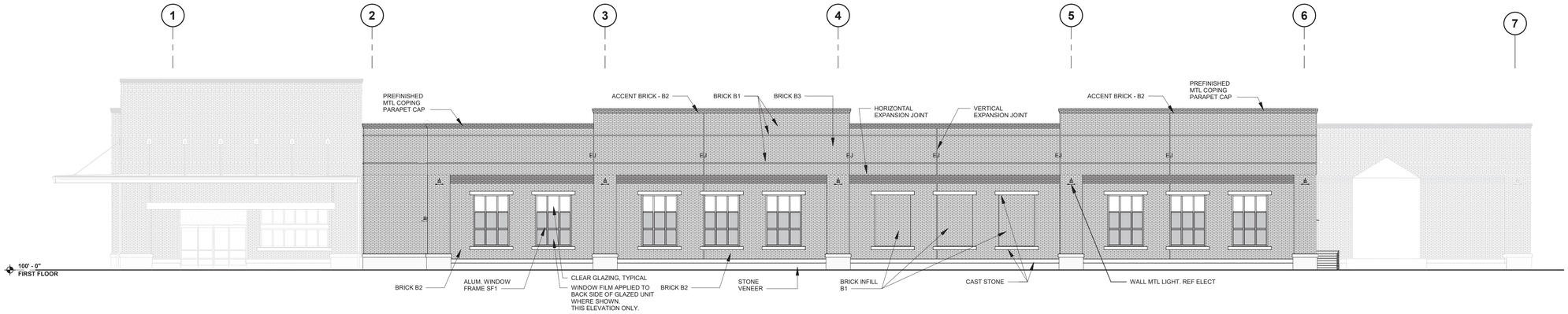
Project No.
23012

A301
EXTERIOR ELEVATIONS - EXISTING



04 SOUTH ELEVATION - NEW

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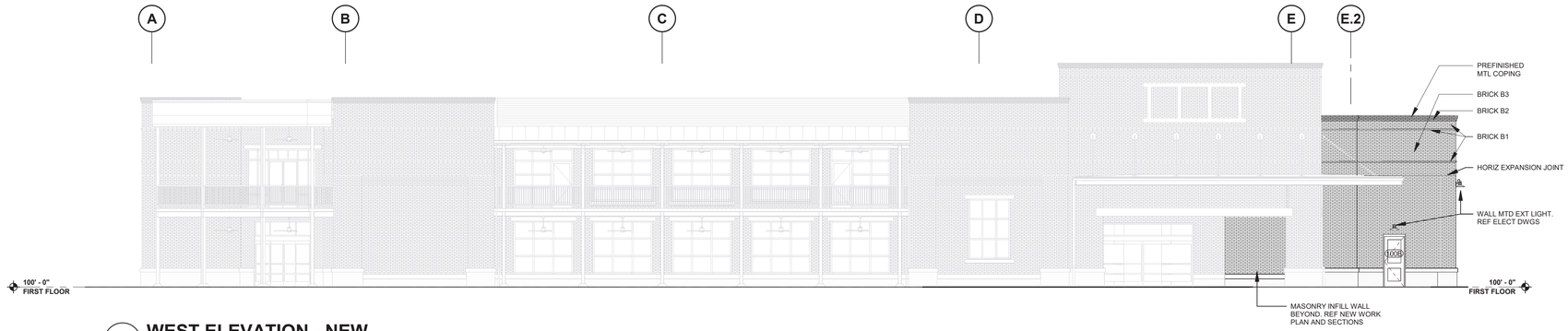

03 WEST ELEVATION - NEW

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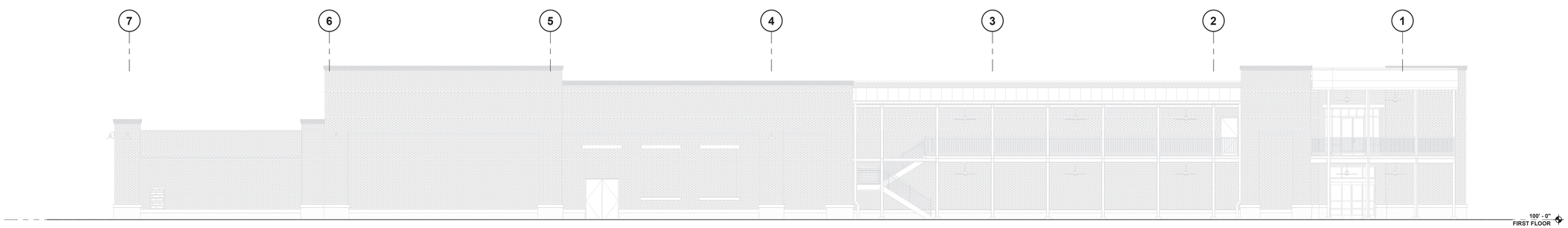
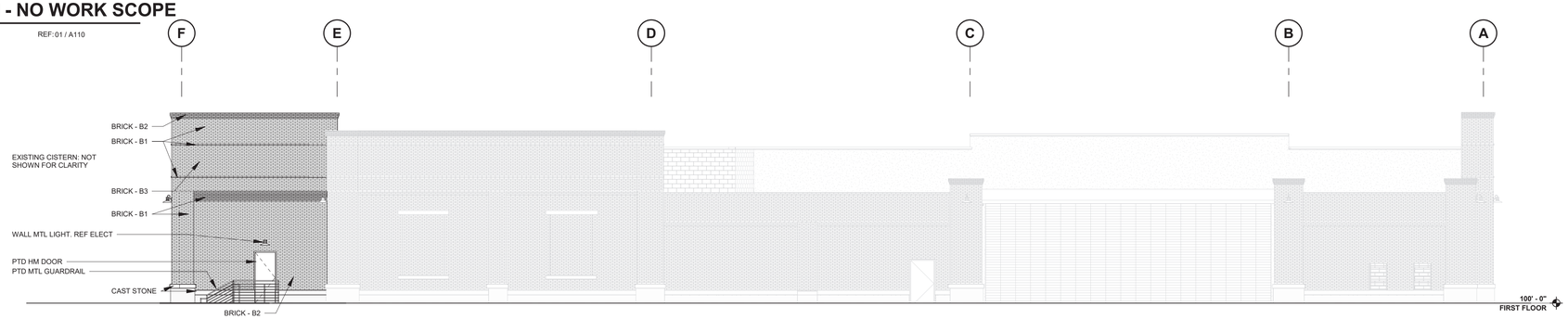


02 NORTH ELEVATION - NO WORK SCOPE

SCALE: 1/8" = 1'-0" REF: 01 / A110



01 EAST ELEVATION - NEW

SCALE: 1/8" = 1'-0" REF: 01 / A110

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WHOLE FOODS EXPANSION

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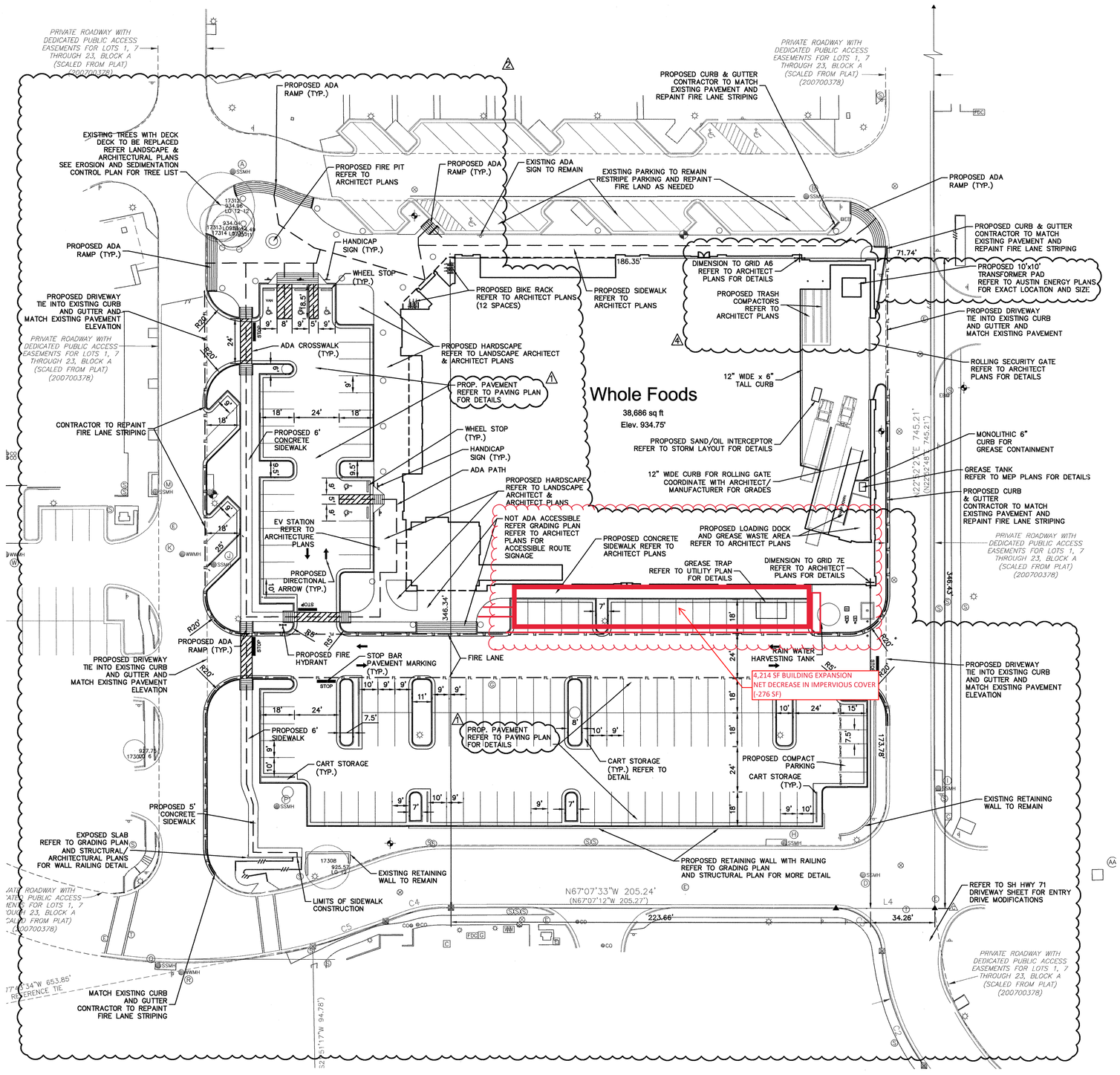
Project No.
23012

A302
EXTERIOR ELEVATIONS - NEW



LEGEND

———	PROPERTY BOUNDARY
— — —	ADA ACCESSIBLE PATH
—FL—FL—FL—FL—	FIRE LANE

N E S W

SCALE IN FEET

30 15 0 30

SITE DATA

	SUMMARY EXISTING	PROPOSED
Zoning	PDD	PDD
Gross Site Area (ac) – Lot 1, Block A	57.5	57.5
Site Area (ac) – Whole Foods Project Limits	3.4	3.4
Total Building Square Footage	0	38,686

PROPOSED BUILDING INFORMATION	
Total Building Square Footage (gross floor area)	38,686 SF
Number of Stories	2
Ground Floor Square Foorage	33,367 SF
Second Floor Square Footage	5,319 SF

GENERAL NOTES:

1. CONTRACTOR TO HAVE STAKING VERIFIED BY OWNER PRIOR TO PROCEEDING WITH CONSTRUCTION.
2. EVERY HANDICAP ACCESSIBLE PARKING SPACE MUST BE MARKED BY A SIGN, CENTERED 5 FEET ABOVE THE PARKING SURFACE, AT THE HEAD OF THE PARKING SPACE. THE SIGN MUST INCLUDE THE INTERNATIONAL SYMBOL OF ACCESSIBILITY AND STATE "RESERVED", OR EQUIVALENT LANGUAGE. SUCH SIGNS MUST NOT BE OBSCURED BY A VEHICLE PARKED IN THE SPACE. UBC, 3107 (C);, ANSI A117.1–1986–4.6.2.
3. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
4. ALL FIRE DEPARTMENT ACCESS DRIVES/ROADS TO HAVE A MINIMUM 14' VERTICAL CLEARANCE.
5. ALL RADII TO BE 3' UNLESS OTHERWISE NOTED.
6. ALL PARKING SPACES ARE 9.0' WIDE x 18.0' DEEP, UNLESS OTHERWISE NOTED.
7. ALL CONCRETE SIDEWALKS TO BE ADA ACCESSIBLE.
8. ALL PARKING SPACES SHALL HAVE MINIMUM 7'–0" VERTICAL CLEARANCE.
9. WARNING SIGNS ARE REQUIRED TO BE PLACED UNDER THE OVERHEAD ELECTRIC LINES TO MAKE ALL PERSONNEL AWARE OF THE ELECTRIC HAZARD.
10. REFERENCE ARCHITECTURAL/STRUCTURAL PLANS FOR FINAL DIMENSIONS OF BUILDINGS.
11. WHEELSTOPS TO BE LOCATED ON ALL PARKING SPOTS TERMINATING INTO RIBBON CURB.
12. SLOPES ON ACCESSIBLE ROUTES MAY NOT EXCEED 1:20 UNLESS DESIGNED AS A RAMP.
13. THE MAXIMUM SLOPE OF A RAMP IN NEW CONSTRUCTION IS 1:12. THE MAXIMUM RISE FOR ANY RAMP RUN IS 30 IN.
14. ACCESSIBLE ROUTES MUST HAVE A CROSS–SLOPE NO GREATER THAN 1:50.
15. PAVEMENT SECTIONS TO MATCH EXISTING PAVEMENT SECTIONS.
16. ESTABLISH FIRE ZONES AS SHOWN ON SITE BY PAINTING CURB RED. STENCIL THE WORDS "FIRE ZONE/TOW–AWAY ZONE" IN WHITE LETTERS 4 INCHES HIGH AT 35–FOOT INTERVALS ALONG THE CURB. ALSO, SIGNS SHALL BE POSTED AT BOTH ENDS OF A FIRE ZONE. ALTERNATE MARKING OF THE FIRE LANES MAY BE APPROVED BY THE FIRE CHIEF, PROVIDED THE FIRE LANES ARE CLEARLY IDENTIFIED AT BOTH ENDS AND AT INTERVALS NOT TO EXCEED 35 FEET.
17. REFER TO PAVING PLAN FOR PAVING DETAILS.
18. PAINT STRIPING TO BE WHITE FOR REGULAR PARKING SPACES AND BLUE FOR HANDICAP ACCESSIBLE SPACES UNLESS ALTERNATE IS APPROVED BY OWNER/DEVELOPER.
19. REFER TO THE OVERALL SITE PLAN CALCULATIONS SHEET FOR IMPERVIOUS COVER AND PARKING TABLES.
20. REFERENCE ARCHITECTURAL PLANS FOR LOCATIONS OF SITE SIGNAGE.

NOTE: THE PLATTED DIMENSIONS OF LOTS 1 AND 14 (PLAT 200700378, DEPICTED HEREON) DO NOT FORM MATHEMATICALLY CLOSED FIGURES.

BENCHMARK INFORMATION:

TBM #1: SQUARE SCRIBED SOUTH CORNER OF INLET, 5' NORTH OF A LIGHT POLE, AS SHOWN HEREON.
ELEVATION = 934.53'

TBM #2: SQUARE SCRIBED ON TOP OF CURB ANGLE POINT, 19' NORTHWEST OF A LIGHT POLE, AS SHOWN HEREON.
ELEVATION = 933.40'

VERTICAL DATUM: NAVD 88 (GEOID 09)

WARNING: CONTRACTOR IS TO VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

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

No.	Date	Revisions	App.
1	05/20/11	LOT 20, BLOCK A, REMOVE PERVIOUS PAVEMENT	
2	05/10/11	ASI #1 & ASI #2, SITE PLAN, GRADING, DRAINAGE & UTILITY CHANGES	
3	06/23/11	AUSTIN ENERGY & DOCK CHANGES	

Kimley-Horn and Associates, Inc.
10415 Morado Circle, Building I, Suite 300
Austin, Texas 78759
TEXAS REGISTRATION # 928
Tel. No. (512) 418–1771
Fax. No. (512) 418–1791

SAM N. WALKER
101708
LICENSED PROFESSIONAL ENGINEER

WHOLE FOODS
HILL COUNTRY GALLERIA
BEE CAVE, TX 78738

PROJECT SITE PLAN

Scale: AS SHOWN
Designed by: SNW
Drawn by: LLC
Checked by: SJF
Date: FEBRUARY 2011
Project No. 069224300

SHEET C-06 OF 32

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

T.E. K:\AUS_Civil\069224300 Whole Foods-HCG\CADD\Sheets\C-06 PROJECT SITE PLAN.dwg LAYOUT: PROJECT SITE PLAN PLOT DATE: 7/6/2011 11:53am PLOTTED BY: stephen.swan
XREFS: X2224 survey BEE Site proposed BEE_SHELL survey_without existing site XSITE UTIL XEXISTING_UTIL IMAGES: B1ifrg_hor_BW.jpg WF logo.jpg

ORDINANCE NO. 72

AN ORDINANCE AMENDING HILL COUNTRY GALLERIA ZONING ORDINANCE NO. 05-03-08-A (ADOPTED ON MARCH 8, 2005), AS SUBSEQUENTLY AMENDED BY ZONING ORDINANCE NO. 06-08-22-A (ADOPTED ON AUGUST 22, 2006), AS SUBSEQUENTLY AMENDED BY ZONING ORDINANCE NO. 07-09-11 (ADOPTED ON AUGUST 11, 2007), AS SUBSEQUENTLY AMENDED BY ZONING ORDINANCE NO. 56 (ADOPTED SEPTEMBER 14, 2010); AMENDING THE DEVELOPMENT STANDARDS FOR ORDINANCE NO. 07-09-11, IN EXHIBIT C, ATTACHED HERETO, ONLY INSOFAR AS THE AMENDED DEVELOPMENT STANDARDS AFFECT THE PROPERTY DESCRIBED IN EXHIBIT A, ATTACHED HERETO; AMENDING THE CONCEPT PLAN, ATTACHED HERETO AS EXHIBIT B; PROVIDING FOR APPROVAL OF ELEVATIONS FOR GROCERY STORE ATTACHED HERETO AS EXHIBIT D; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Bee Cave and the City Council of the City of Bee Cave, in compliance with the laws of the State of Texas, with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held two hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Bee Cave is of the opinion and finds that this zoning change should be granted and that Ordinance No. 05-03-08-A as subsequently amended by Ordinance No. 06-08-22-A, Ordinance No. 07-09-11 and Ordinance No. 56 should be amended as set forth herein; and

WHEREAS, the City Council finds that a survey of the property subject to the development standards described in the Galleria zoning ordinances referenced above has concluded that 15,983 square feet of impervious cover remain available for development within the Project as of the date of this Ordinance and the Owner of the Property described in Exhibit A has requested that such impervious cover be allocated to the Property herein described;

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

SECTION 1. That Ordinance No. 05-03-08-A, as subsequently amended by Ordinance No. 06-08-22-A, Ordinance No. 07-09-11 and Ordinance No. 56 be and the same is hereby amended only as to the Property described herein as Exhibit A, which is attached hereto and incorporated herein, so as to incorporate the Amended Development Standards attached hereto as Exhibit C to the prior Development Standards attached as Exhibit C to Ordinance No. 07-09-11.

SECTION 2. That all remaining terms, provisions and requirements of Ordinance No. 05-03-08-A, as subsequently amended by Ordinance No. 06-08-22-A, Ordinance No. 07-09-11 and Ordinance No. 56 remain in full force and effect as to the Property described in Exhibit A except as same may be amended by this Ordinance.

SECTION 3. That Lots 2A and 2B, Block A, Bee Cave Plaza Section 5, re-subdivision of Lot 2 Tract 1 described in Exhibit A is hereby added to the Project known as the Hill Country

Galleria and the zoning of such lots is hereby amended from Retail to Planned Development District- Town Center. Hereinafter, these lots shall be governed by the development standards applicable to the Project as a whole and in particular Exhibit C to Ordinance No. 07-09-11, except as same may be amended by the Amended Development Standards, Exhibit C attached hereto.

SECTION 4. That Lot 4, Block A, Hill Country Galleria (formerly known as the VFW Tract) is hereby included within the Project known as the Hill Country Galleria for impervious cover calculations only and the zoning and development standards that affect this lot remain unchanged.

SECTION 5. That the Concept Plan attached to Ordinance No. 05-03-08-A, as subsequently amended by the Concept Plan approved in Ordinance No. 06-08-22-A, Ordinance No. 07-09-11 and Ordinance No. 56 be and the same is hereby amended as to the Property described in Exhibit A, so as to incorporate the Amended Concept Plan attached hereto as Exhibit B, into the prior Concept Plan attached as Exhibit B to Ordinance No. 07-09-11.

SECTION 6. That the elevations for the free standing grocery are hereby approved as depicted in Exhibit D, attached hereto and incorporated herein, including the fire pit depicted therein;

SECTION 7. That this Ordinance shall not have the effect of amending the Galleria Project referenced in the "Chapter 380 Economic Development Agreement between the Village of Bee Cave Texas and HCG Master Ground Lease L.P." executed by the City on August 11, 2005 (the "Galleria Economic Development Agreement"). In particular, sales tax created by virtue of any new impervious cover that may be created by this Ordinance which results in the development of new retail businesses, shall not be counted in determining the amount of sales tax rebates payable by the City pursuant to the Galleria Economic Development Agreement.

SECTION 8. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjusted or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any party or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of Chapter 14, Zoning, of the City of Bee Cave Code of Ordinances and Map as a whole.

SECTION 9. That this ordinance shall take effect immediately from and after its passage and the publication as required by law.

DULY PASSED by the City Council of the City of Bee Cave, Texas, on the 22nd day of February, 2011.

Caroline Murphy

Caroline Murphy, Mayor
City of Bee Cave, Texas

ATTEST:

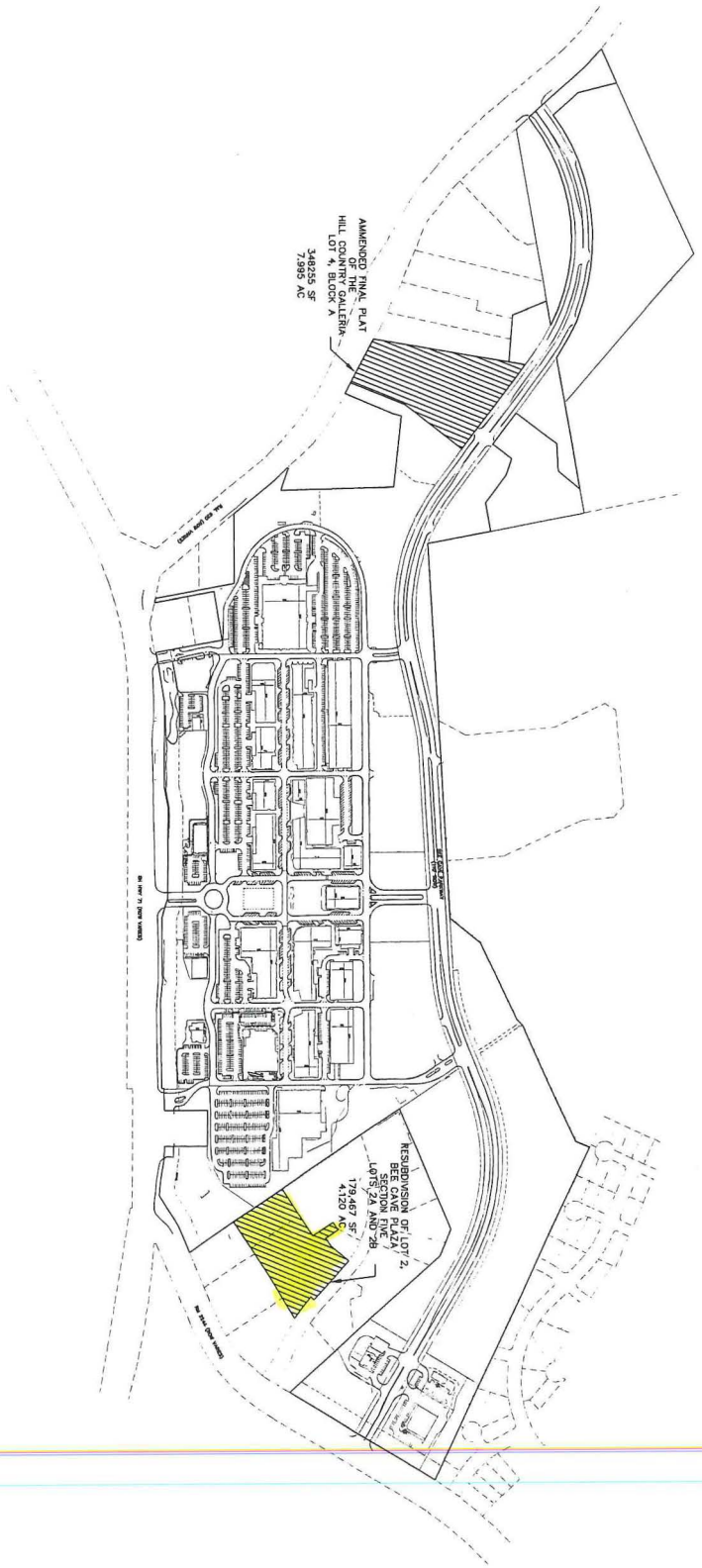
02222011

Kaylynn Holloway, City Secretary
City of Bee Cave, Texas

(SEAL)

APPROVED AS TO FORM:

Patty L. Akers, City Attorney
City of Bee Cave



No.	Date	Revisions	App.

Scale:	AS SHOWN
Designed by:	SNW
Drawn by:	LLC
Checked by:	SJF
Date:	FEBRUARY 2011
Project No.	

SHEET

PROPOSED ADDITION TRACTS

HILL COUNTRY GALLERIA
BEE CAVE, TX 78738

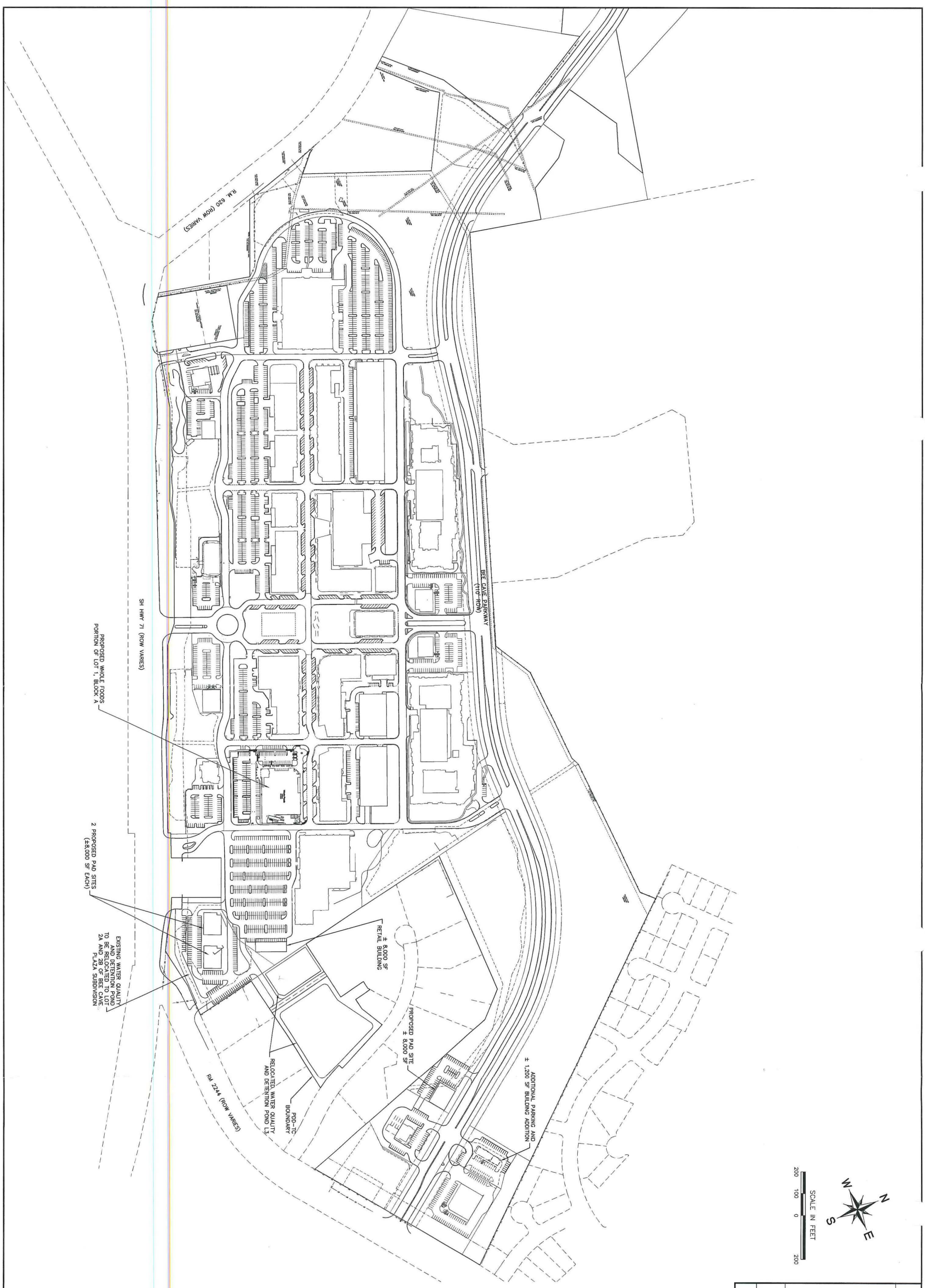
Kimley-Horn and Associates, Inc.

10415 Morado Circle, Building I, Suite 300
Austin, Texas 78759
TBPE REGISTRATION # 928

Tel. No. (512) 418-1771
Fax No. (512) 418-1791

FILE: K:\AUS_Civil\063232400-HCG Retail\CAD\Exhibits\2011 Zoning Map.dwg LAYOUT: ADDITIONS PLOT DATE: 2/1/2011 2:15pm
XREF'S: ALTA BASESHEET 1978 IMAGES: BHTop_Jnr_Site.jpg HF logo.jpg

Exhibit A



No.	Date	Revisions	App.

SHEET CP1

Scale:	AS SHOWN
Designed by:	SNW
Drawn by:	LLC
Checked by:	SJF
Date:	FEBRUARY 2011
Project No.	069224XXX

CONCEPT PLAN
02-15-11

HILL COUNTRY GALLERIA
BEE CAVE, TX 78738

Kimley-Horn and Associates, Inc.
10415 Morado Circle, Building I, Suite 300
Austin, Texas 78759
TEXAS REGISTRATION # 928
Tel. No. (512) 418-1771
Fax No. (512) 418-1791

FILE: K:\AUS_Civil\069224300 Whole Foods-HCG\CADD\Exhibits\Concept Plan_2-15-11.dwg LAYOUT: OVERALL SITE PLAN - HILL COUNTRY GALLERIA
XREFS: x2234 ALTA BASESHEET XSITE Site Plan xConcept_2-15-11 IMAGES: 811Eng_hor_BW.jpg WF logo.jpg

Exhibit B

Exhibit C

HILL COUNTRYGALLERIA
PLANNED DEVELOPMENT STANDARDS AS AMENDED BY ORDINANCE NO. 72

The following amended development standards shall only be applicable to the Property described in Exhibit A. To the extent that any of the following standards conflict with other City Ordinances, the following shall control. All development activity undertaken on the Property, shall comply with the development standards for TC – Town Center Base Zoning District in effect on January 26, 2005 ("The Applicable Town Center Development Standards"), except as modified herein. Capitalized terms contained herein shall be defined as indicated in these Planned Development Standards, as reflected on the Concept Plan or as defined in the City of Bee Cave Code of Ordinances, depending upon context.

1. General Project Design Requirements and Open Space

(a) Development within the Property shall be consistent with the development constructed and previously approved for the Project as a whole and may include mixed use, development that includes retail, restaurants, cinema, office, residential and potential hotel uses, dedicated open spaces, an outdoor amphitheatre, extensive sidewalks, outdoor eating and seating areas, attractive water features, and a pedestrian trail system as depicted on the amended Concept Plan.

2. Building Floor Area

(a) The grocery store building may have a maximum Building Footprint area of 38000 square feet; The term "Building Footprint" as used in this Ordinance shall mean the gross area in square feet of the ground floor of any building measured from outside wall to outside wall;

3. Parking Areas

(a) There shall be no maximum number of parking spaces.

(b) Parking areas surrounding the free standing grocery store may provide for 7 foot wide landscaped islands within the parking field.

4. Location of Water Quality and Detention Ponds

(a) Project water quality and detention ponds may be located as depicted on the amended Concept Plan. One or more water quality or detention ponds may be relocated onto Lot 2Aand/or Lot2B, Block A, Bee Cave Plaza Sec 5, re-subdivision of lot 2 Bee Cave Plaza.

5. Impervious Cover and Non-Point Source Pollution Control Standards for Water Quality Controls

(a) All or any portion of the impervious cover of the greater of 40% if no rainwater capture is used and 45% if rain water capture is used of the impervious cover allowed for Lot 4, Block A, Hill Country Galleria may be relocated to the Project, provided that the transfer of impervious cover is documented to the satisfaction of the City and filed of record in the County Deed Records. Impervious cover must be removed from Lot 4, Block A in order to transfer the impervious cover.

(b) Lots 2A and 2B, Block A, Bee Cave Plaza are authorized for development of up to 126,072 square feet of impervious cover and any or all of the impervious cover may be relocated within the Project by the Developer as defined by the COREA which is filed of record in the Travis County Deed Records, provided that the relocation of any impervious cover from these lots is documented to the satisfaction of the City and filed of record in the County Deed Records.

(c) Not including new impervious cover that is created from subsection (a) and (b) above, as of the date of this ordinance there remains 15983 square feet of unallocated impervious cover available to the Project for development. Such unallocated impervious cover may be utilized for development in the Project in accordance with the COREA. The owner of any lot with allocated but unused impervious cover may transfer the unused impervious cover to any other lot within the Project subject to site plan approval and documentation.

(d) Water Quality Controls for the Project shall be Retention/Irrigation Systems which are sized and designed in conformance with the current 1.6.7.A of the City of Austin Environmental Criteria Manual, except as modified by the City of Bee Cave TCSS Manual. Water Quality Controls shall be sized to accommodate treatment of any new impervious cover authorized in this ordinance and shall meet or exceed the 95% performance standards for Removal of Annual Pollutant Loads.

(e) Pervious concrete is authorized for use within the parking area for the freestanding grocery store subject to the approval of a satisfactory maintenance agreement at site plan approval. Pervious concrete shall be given 50% credit against impervious cover.

(f) Impervious cover created by the City for public purposes on the Staats Property or any other property owned by the City within the Project shall not count against the impervious cover limitations imposed on private development within the Project.

6. Land use restrictions

(a) The restriction on the maximum amount of Retail heated and Air conditioned Gross Floor Area required in the Development Standards of previous ordinances is not affected by Developer's transfer of impervious cover described in section 5(a) and (b)

above. Any impervious cover that is transferred to the Project as authorized herein shall not count against such land use caps.

7. Miscellaneous

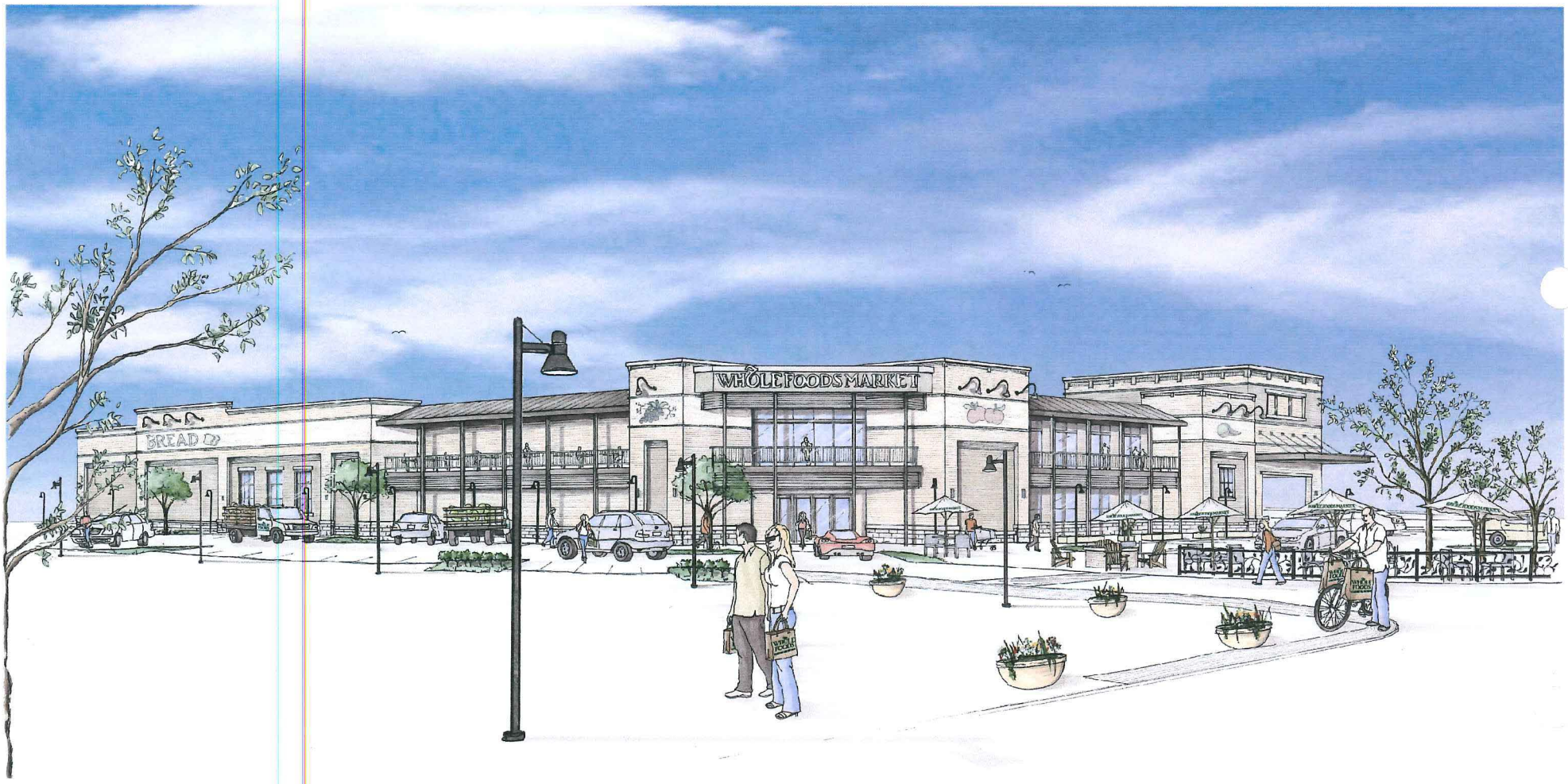
(a) Signage depicted on the Concept Plan is not approved by this Ordinance. Signage shall be considered for approval in conjunction with the requirements of the City's sign ordinances or in conjunction with the separate signage standards tailored specifically for the Project which have previously been approved by the City Council in its discretion. However, the free standing grocery store shall be authorized to have a sign on three sides of the building (not including the north elevation).

(b) The Project trail system may be extended to the intersection of Bee Cave Parkway and Highway 620 as depicted in the amended Concept Plan if the City chooses to construct the trail.

(c) Any subsequent site plan or plat approval shall have the effect of automatically amending these development standards so long as the requested change does not affect a change of use that is not permitted for the Project.

(d) The free standing grocery store is authorized to construct exterior walls which total up to 40% glass for the building as a whole.

(e) The grocery store elevations, attached as Exhibit D, including the fire pit are approved and substituted for elevations that were approved in a prior ordinance.



WHOLE FOODS MARKET

BEE CAVE

VIEW FROM MAINSTREET ENTRY

02.04.11

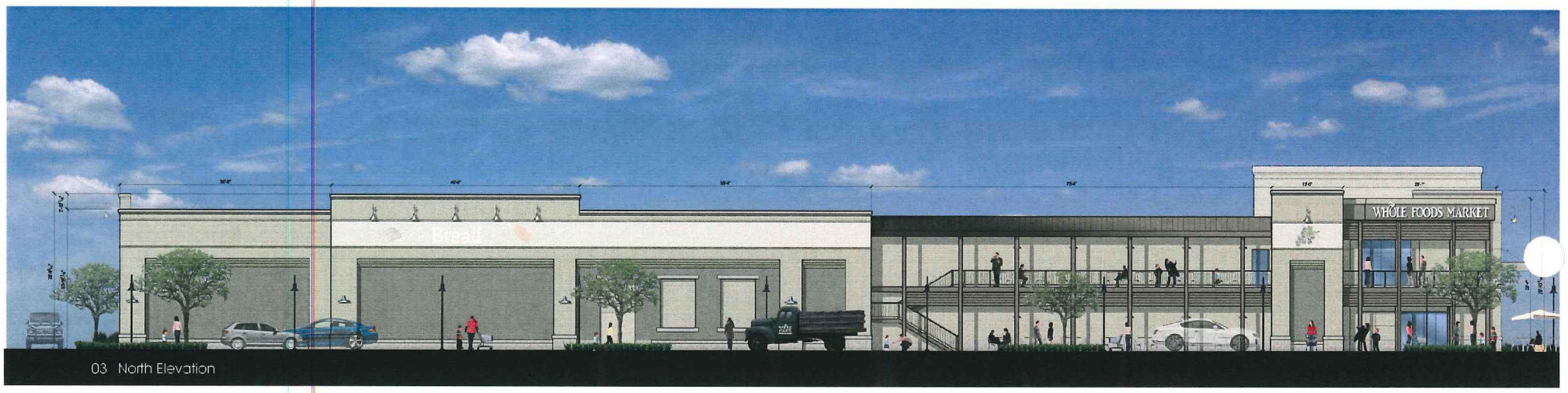
STONE SOUP 6

ARCHITECTURE

COPYRIGHT INFRINGEMENT CLAUSE

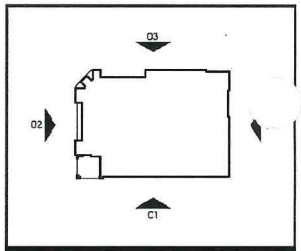
NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

Exhibit D



03 North Elevation

04 East Elevation



Keyplan

WHOLE FOODS MARKET

BEE CAVE

EXTERIOR ELEVATIONS

02.04.11

STONE SOUP 6

ARCHITECTURE

COPYRIGHT INFRINGEMENT CLAUSE

NOT FOR REGULATORY APPROVAL
TENDERING OR CONSTRUCTION

WHOLE FOODS MARKET

BEE CAVE

VIEW OF MAIN ENTRY

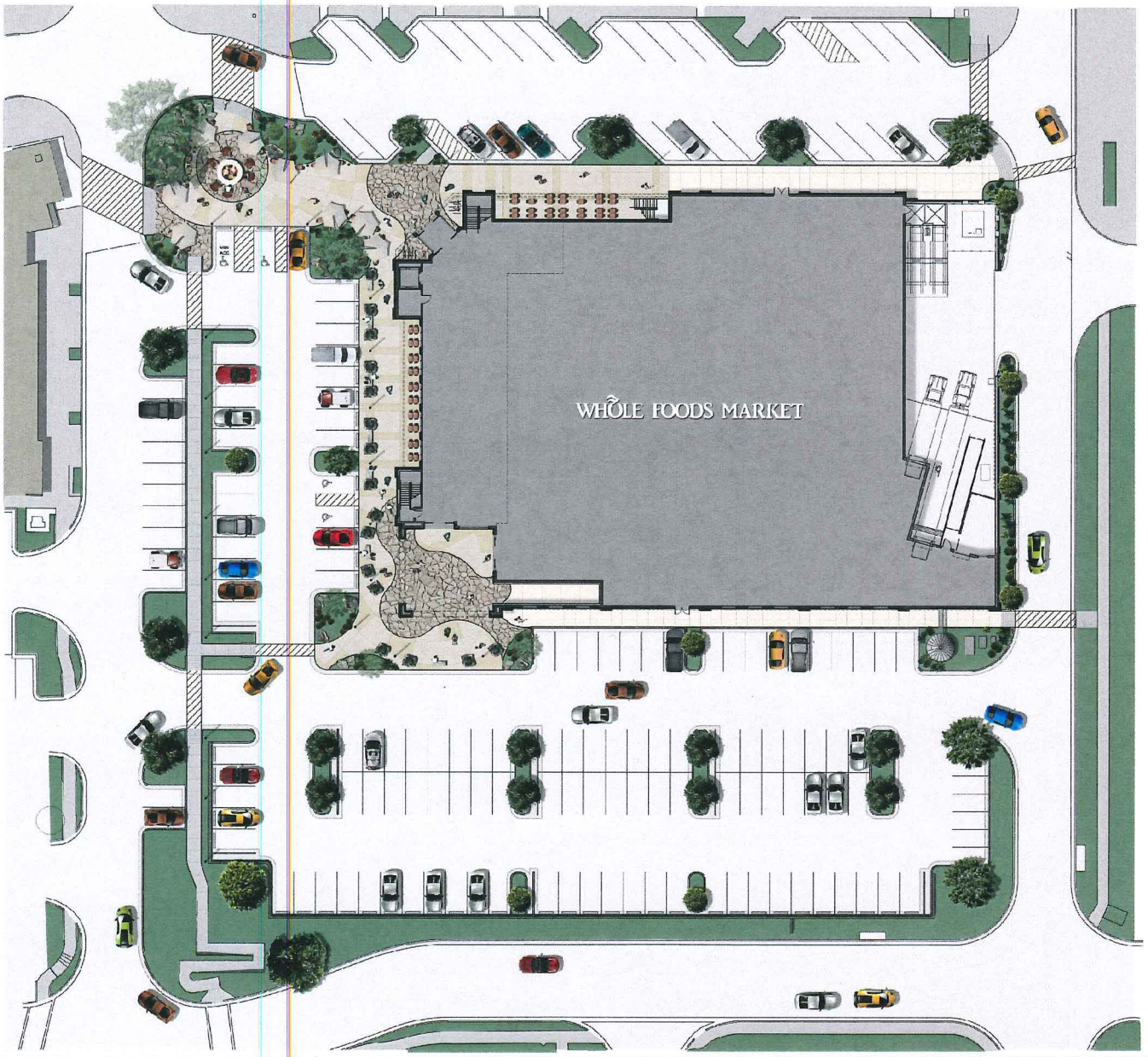
02.04.11

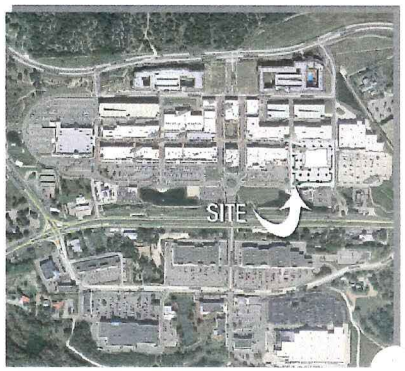
STONE SOUP 6

ARCHITECTURE

COPYRIGHT INFRINGEMENT CLAUSE:

NOT FOR INSTALLATION, PRINTING, PERMITTING OR CONSTRUCTION





KEYPLAN

WHOLE FOODS MARKET

THE CITY OF BEE CAVE

SITE PLAN

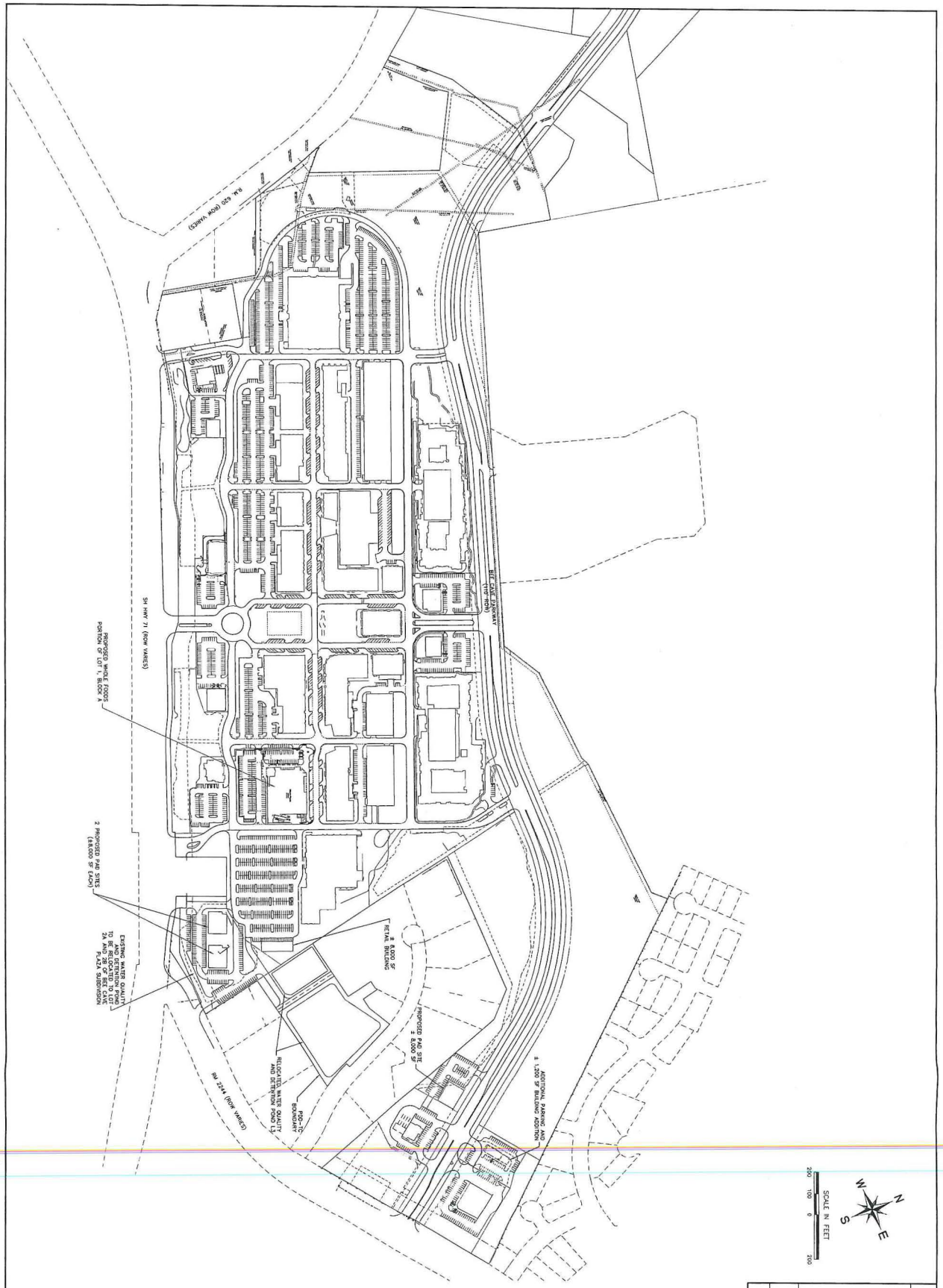
02.09.11

STONE SOUP 6

ARCHITECTURE

COPYRIGHT INFRINGEMENT CLAUSE

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION



No.	Date	Revisions	App.

SHEET CP1	Scale: AS SHOWN	CONCEPT PLAN 02-15-11	HILL COUNTRY GALLERIA BEE CAVE, TX 78738
	Designed by: SNW		
	Drawn by: LLC		
	Checked by: SJF		
	Date: FEBRUARY 2011		
	Project No. 069224XXX		

Kimley-Horn and Associates, Inc.
10415 Morado Circle, Building I, Suite 300
Austin, Texas 78759
TEXAS REGISTRATION # 928
Tel. No. (512) 418-1771
Fax No. (512) 418-1791

FILE: K:\AUS_Civil\069224300 Whole Foods-HCG\CADD\Exhibits\Concept Plan_2-15-11.dwg LAYOUT: OVERALL SITE PLAN - HILL COUNTRY GALLERIA
XREFS: x7224 ALTA BASESHEET XSITE Site Plan xConcept_2-15-11 IMAGES: B11Grp_Ltr_BW.jpg NF logo.jpg

Exhibit B

ORDINANCE NO. 06-08-22-A

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 05-03-08-A (ADOPTED ON MARCH 8, 2005 AND ATTACHED HERETO AS EXHIBIT A) SO AS TO APPROVE AN AMENDED CONCEPT PLAN ATTACHED HERETO AS EXHIBIT B AND AMENDED DEVELOPMENT STANDARDS ATTACHED HERETO AS EXHIBIT C, AND SUBSTITUTE SAID AMENDED CONCEPT PLAN AND AMENDED DEVELOPMENT STANDARDS FOR THE PRIOR CONCEPT PLAN AND DEVELOPMENT STANDARDS ATTACHED TO AND INCORPORATED IN ORDINANCE NO. 05-03-08-A.

WHEREAS, the Planning and Zoning Commission of the Village of Bee Cave and the Board of Aldermen of the Village of Bee Cave, in compliance with the laws of the State of Texas, with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the Board of Aldermen of the Village of Bee Cave is of the opinion and finds that this zoning change should be granted and that Ordinance No. 05-03-08-A should be amended as set forth herein; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF BEE CAVE, TEXAS:

SECTION 1. That Ordinance No. 05-03-08-A, be and the same is hereby amended so as to substitute and incorporate the Amended Concept Plan attached hereto as Exhibit B for the Concept Plan attached as Exhibit B to Ordinance No. 05-03-08-A.

SECTION 2. That Ordinance No. 05-03-08-A, be and the same is hereby amended so as to substitute and incorporate the Amended Development Standards attached hereto as Exhibit C for the prior Development Standards attached as Exhibit C to Ordinance No. 05-03-08-A.

SECTION 3. That all remaining terms, provisions and requirements of Ordinance No. 05-03-08-A remain in full force and effect.

SECTION 4. That the Amended Concept Plan attached hereto as Exhibit B is approved as an acceptable substitute to the Concept Plan for the Galleria Project referenced in Section IV of the Chapter 380 Economic Development Agreement between the Village of Bee Cave, Texas and HCS Holding Company L.P. previously approved on December 14, 2004.

SECTION 5. That Ordinance No. 05-03-08-A as amended by this Ordinance is approved as an acceptable substitute to the "Zoning Ordinance" for the Galleria Project referenced in the "Chapter 380 Economic Development Agreement between the Village of Bee Cave Texas and HCG Master Ground Lease L.P." executed by the Village on August 11, 2005 (the "Galleria Economic Development Agreement"), and that the Lake Pointe screening wall reflected on the Amended Concept Plan attached hereto as Exhibit B is approved as an "alternate screening buffer" as defined in Section IV(9) of the Galleria Economic Development Agreement.

SECTION 6. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjusted or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any party or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of Chapter 14, Zoning, of the Village of Bee Cave Code of Ordinances and Map as a whole.

SECTION 7. That this ordinance shall take effect immediately from and after its passage and the publication of the caption.

DULY PASSED by the Board of Aldermen of the Village of Bee Cave, Texas, on the 22nd day of August, 2006.

APPROVED:

Caroline Murphy

By: Caroline Murphy

Title: Mayor

ATTEST:

Sherry Mashburn

Sherry Mashburn, City Secretary

[SEAL]

EXHIBIT "A"

ORDINANCE NO. 05-03-08-A

AN ORDINANCE OF THE VILLAGE OF BEE CAVE, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, ORDINANCE NO. 01-08-14A (ADOPTED ON AUGUST 14, 2001), AS HERETOFORE AMENDED, SO AS TO GRANT A CHANGE OF ZONING FROM CURRENT ZONING AS PLANNED DEVELOPMENT TOWN CENTER DISTRICT, NEIGHBORHOOD SERVICES, OFFICE, RETAIL AND PUBLIC TO PLANNED DEVELOPMENT DISTRICT FOR APPROXIMATELY 156.088 ACRES OF LAND MORE PARTICUARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; APPROVING A CONCEPT PLAN, ATTACHED AS EXHIBIT "B"; PROVIDING SPECIAL DEVELOPMENT STANDARDS AND CONDITIONS, ATTACHED AS EXHIBIT "C"; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS ($2,000.00) FOR EACH OFFENSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the Village of Bee Cave and the Board of Aldermen of the Village of Bee Cave, in compliance with the laws of the State of Texas, with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the Board of Aldermen of the Village of Bee Cave is of the opinion and finds that said zoning change should be granted and that the Comprehensive Zoning Ordinance and Map should be amended as set forth herein; and

WHEREAS, the Village recognizes that the majority of the land covered by the zoning application is the subject of pending litigation which alleges that prior development rights exist against the property which could allow more intensive development of the Land than is proposed by the zoning applicants (collectively " HCG ") in this development; and

WHEREAS, the development proposed by HCG complies with the current Village ordinances except as modified by the Planned Development Standards and is far more compliant with current ordinances than a prior proposed development which is the subject of the litigation; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE VILLAGE OF BEE CAVE, TEXAS:

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the Village of Bee Cave, Texas, be and the same are hereby, amended so as to grant a change of zoning from Planned Development District Town Center, Neighborhood Services, Office, Retail, and Public to a Planned Development District for those certain tracts of real property ("Property")

consisting of approximately 156.088 acres, and described in Exhibit "A" attached hereto and made a part hereof for all purposes. The Property shall be a Planned Development District pursuant to, and subject to compliance with, the terms and conditions of the Village Comprehensive Code of Ordinances except as modified by the Planned Development Standards attached hereto as Exhibit "C" which exhibit is incorporated herein for all purposes.

SECTION 2. That the concept plan for this Planned Development District which is attached hereto as Exhibit "B" and made a part hereof for all purposes and the same is hereby approved for said Planned Development District as required by Chapter 14, of the Comprehensive Code of Ordinances of the Village of Bee Cave, Texas. Any proposed use or development depicted on the concept plan shall not be deemed authorized or approved by the Village of Bee Cave until a final site plan is approved for such use and/or development in accordance with the terms and conditions of Chapter 14 of the Comprehensive Code of Ordinances. The concept plan can only be amended in accordance with the requirements of Chapter 14, of the Comprehensive Code of Ordinances.

SECTION 3. That the granting of this Planned Development District is subject to all applicable development regulations contained in the Code of Ordinances of the Village of Bee Cave, except as modified herein including, without limitation Chapter 14 as well as the following special conditions:

a. That the Planned Development shall be constructed in accordance with the concept plan, which is attached hereto as Exhibit "B", as same may be amended from time to time in accordance with Section 2 of this Ordinance, and with the detailed site plans, which must be submitted, reviewed and approved as required by Chapter 14 of the Code of Ordinances prior to any development taking place on the Property;

b. That the Planned Development on the Property must comply with (i) the Development Standards applicable to land located in the Town Center Base Zoning District as set forth in Chapter 14 of the Code of Ordinances; except as same are modified by the terms of Exhibit "C" to this Ordinance; (ii) the Concept Plan for this Project as approved by the Board of Alderman (iii) as otherwise required by this Ordinance.

c. That the detailed site plan(s) required for any specific development on the Property, and all development shown thereon, must conform to the approved Concept Plan and all other ordinances of the Village and must be approved by the Board of Aldermen prior to the issuance of any permit or certificate necessary to proceed with accomplishment of the development indicated on the Concept Plan; and

d. That all of the requirements of the Code of Ordinances of the Village including, without limitation, Chapter 14 (the Zoning Ordinance), and Chapter 10 (the Subdivision Ordinance), shall apply to this Planned Development and the Property, except for those requirements, which are modified for the Planned Development in this Ordinance attached Exhibit "C".

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjusted or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of Chapter 14, Zoning, of the Village of Bee Cave Code of Ordinances and Map as a whole.

SECTION. 5. That any person, firm or corporation violating any of the provisions of this ordinance or Chapter 14, Zoning, of the Code of Ordinances, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the Village of Bee Cave, Texas, shall be punished by a fine not to exceed the sum of two thousand dollars ($2,000.00) for each offense, and each and every day of any such violation shall be deemed to constitute a separate offense, in accordance with Section 1.106 of the Village's Code of Ordinances.

SECTION 6. That this ordinance shall take effect immediately from and after its passage and the publication of the caption.

DULY PASSED by the Board of Aldermen of the Village of Bee Cave, Texas, on the 8th day of March, 2005.

APPROVED:

By: Zelda Auslander
Title: Mayor Pro Tem

ATTEST:

Sherry Mashburn, City Secretary

[SEAL]

H:\WP51\Patty\Bee Cave\Shops Galleria\Bee Cave Ordinance 88 acre tract 071530A pla.doc

Exhibit C

PLANNED DEVELOPMENT STANDARDS AS AMENDED BY ORDINANCE NO. 06-08-22A

The following development standards shall be applicable within this Planned Development. To the extent that any of the following standards conflict with other Village Ordinances, the following shall control. All development activity undertaken on the Property (the "Project"), shall comply with the development standards for TC – Town Center Base Zoning District in effect on January 26, 2005 ("The Applicable Town Center Development Standards"), except as modified by Section 14.156 of the Village of Bee Cave Code of Ordinances or as modified herein, and with all other Village zoning, subdivision and construction codes and requirements, except as modified herein. Capitalized terms contained herein shall be defined as indicated in these Planned Development Standards, as reflected on the Concept Plan or as defined in the Village of Bee Cave Code of Ordinances, depending upon context.

1. General Project Design Requirements and Open Space

(a) The Project shall be designed and constructed as an open air mixed use, development that includes retail, restaurants, cinema, office, residential and potentially hotel uses as well as a Village Hall, dedicated open spaces, an outdoor amphitheatre, extensive sidewalks, outdoor eating and seating areas, attractive water features, and a pedestrian trail system as depicted on the Concept Plan. The 45% of pervious cover depicted on the Concept Plan, which includes dedicated parkland and trail systems is sufficient to meet the open space requirements for the District, although this open space will include improved trails, transplanted trees and other landscaping improvements.

2. Building Height

(a) The Anchor Tenant building, Cinema building, and corner tower architectural elements of buildings may have a maximum height of 60 feet;

(b) Hotel and residential buildings shall have pitched roofs and shall not exceed 60 feet in height if constructed as four (4) stories or 50 feet in height if constructed as three (3) stories.

(c) The Village Hall may have a maximum height of 60 feet with a roof design approved by the Board of Aldermen in its discretion in conjunction with approval of the Site Plan;

(d) Parking garages shall have a maximum height of 45 feet, provided that the Board of Aldermen shall have the discretion to approve a garage height of up to 50 feet in conjunction with approval of the Site Plan;

(e) Hotel and residential buildings may be a maximum of four (4) stories high; and

(f) Building heights shall be measured from the ground level of the finished grade to the roof ridge or parapet top.

3. Building Floor Area

(a) The Cinema building may have a maximum Building Footprint area of 69,000 square feet; The term "Building Footprint" as used in this Ordinance shall mean the gross area in square feet of the ground floor of any building measured from outside wall to outside wall;

(b) The Anchor 1 Tenant building may have a maximum Building Footprint area up to 100,000 square feet;

(c) The Anchor 2 Tenant building may have a maximum Building Footprint area of 85,000 square feet.

(d) The maximum Building Footprint for each structured parking garage depicted as Parking Garages A1, A2, B1 and B2 on the Concept Plan shall not exceed 75,000 square feet per structure. The maximum Building Footprint for each structured parking garage combined with the residential structures and depicted as Future Phases A,B,C, and D shall not exceed 75,000 square feet per combined residential and garage structure if constructed as four (4) stories, or 85,000 square feet per combined residential and garage structure if constructed as three (3) stories.

(e) The maximum Building Footprint area allowed for any other building not referenced herein is 50,000 square feet.

4. Construction Standards for Facades of Buildings, Retaining Walls and Parking Garages

(a) In addition to the materials permitted in Section 14.195(b)(1)(B) of the Village Code of Ordinances, building facades, parking garages and retaining walls are permitted to be faced with metal panels, synthetic stone or brick of like quality and appearance as natural stone or brick, commercial grade stucco, and/or synthetic exterior insulation and finish systems ("EIFS"). Painted wood or synthetic material with like quality and appearance as painted wood is permitted on the Anchor 2 Tenant Building and may be permitted on other buildings in the Board or Aldermen's sole discretion in conjunction with approval of the Site Plan. Building walls and screening walls in service and dumpster areas which are shielded from public view may be faced with painted concrete.

(b) Parking garages may also be faced with precast concrete panels (which may be painted).

(c) Exterior walls may have a maximum surface area of forty percent (40%) covered in glass. No banded or curtain wall windows shall be allowed.

(d) The Parking Garage for Anchor Tenant 1 shall be located as depicted in Exhibit B1 or Exhibit B2.

5. Concept Plan and Site Plan Depictions of Buildings, Parking Garages and Exterior Building Design Standards

(a) In order to accommodate the phasing of development and/or allow tenants and other building users the opportunity to provide input into the final building design, buildings and parking garages may be depicted on the Concept Plan or Site Plan without depiction of front, side, and rear architectural elevations; however, such elevations shall be submitted for approval in conjunction with approval of the Site Plan for the phase of development in which such building or parking garage is to be constructed.

(b) Parking garages shall include architectural reveals, shadow lines, embellishments and vertical articulation of the upper level profiles at minimum spacing of every 50 feet in order to provide an acceptable aesthetic appearance of the garages as viewed from the Galleria Parkway. The Landscape Plan shall include obscuring vegetation for the parking garages.

(c) The massing, variation, articulation, offsets/insets, aesthetic detailing and other Exterior Building Design details for the Anchor Tenant, Anchor 2 Tenant Building and Cinema Building shall be either 1) as depicted in the elevations of these buildings and approved with the Concept Plan, 2) as depicted in alternate elevations approved by the Board of Aldermen in its sole discretion in conjunction with approval of the associated Site Plan or 3) designed in conformance with the Exterior Design Standards provided in Chapter 14 of the Village Code of Ordinances. The elevations of parking garages and the Village Hall shall be submitted for approval by the Board of Aldermen in its sole discretion in conjunction with approval of the Site Plan. All other buildings in the Project shall conform to the Village's Exterior Building Design Standards provided in Section 14.195(c) of the Village of Bee Cave's Code of Ordinances, unless the Board of Aldermen in its sole discretion approves an alternate design in conjunction with approval of the Site Plan. In conjunction with approval of the Site Plan, the Board of Aldermen has authority to approve a building design which deviates from the Village's Exterior Building Design Standards if the Board determines in its sole judgment that an alternate design adequately meets the intent of the Village's Exterior Building Design Standards.

(d) Section 14.195(c)(9) of the Village's Code of Ordinances shall not be applicable to the Project, but rather sidewalks and pedestrian spaces shall be located as generally depicted in the Concept Plan to accommodate a traditional main street style design which is open and inviting to pedestrians and accommodating to street front retail.

5A. Concept Plan and Site Plan Depictions and Standards Relating to Kiosks

(a) Permanent kiosks may be placed at the locations indicated on the Concept Plan, or may be placed at an alternate location approved by the Board of Aldermen in its discretion in conjunction with approval of the Site Plan applicable to the kiosk.

(b) Kiosks shall be designed as generally depicted on Exhibit 2 to this Exhibit C, or may be designed pursuant to an alternate elevation as may be approved by the Board of Aldermen in its discretion in conjunction with approval of the Site Plan applicable to the kiosk.

5B. Buildings Depicted with a Range of Square Footage or Alternate Approved Location

(a) Buildings may be depicted on the Concept Plan as having a range of square footage or maximum square footage. With respect to such buildings, the specific square footage for the building shall be identified on the Site Plan applicable to the building.

(b) Buildings may be depicted on the Concept Plan as having alternate approved locations. With respect to such buildings, the specific location for the building shall be depicted on the Site Plan applicable to the building.

6. Parking Areas

(a) Parking requirements for phases 1 through 8 of the Project shall be based on and calculated for the overall Project within phases 1 through 8 without regard to the number of platted lots, the use of a particular building or the proximity of such parking spaces to a particular building, and without regard to a particular buildings' Gross Floor Area. A maximum of 4,850 parking spaces shall be allowed for phases 1 through 8 of the Project. Compact spaces shall be allowed. No minimum number of parking spaces is required for phases 1 through 8 of the Project. The maximum number of surface parking spaces allowed for residential buildings (including apartments, condominiums and town homes) in subsequent phases is one parking space per bedroom or two spaces per residential units whichever is less. Garage parking spaces for residential buildings are not subject to a maximum or minimum number of parking spaces. The number of parking spaces for all other phases and uses shall comply with Section 14.191(f) and 14.191(g) of the Village Code of Ordinances.

(b) In conjunction with approval of the Site Plan and in an effort to preserve clusters of existing trees, the Board of Aldermen may in its discretion approve parking spaces located up to 100 feet from trees or landscaped areas.

(c) Parking area light poles may be a maximum of 23 feet in height, excepting that 1) the light poles on the perimeter of the Development are limited to a maximum of 18 feet in height and 2) light poles on the roadway between the Anchor Tenant Building and Anchor 2 Tenant Building and on the roadway which connects the Village Hall to SH 71 and the Galleria Parkway must have decorative fixtures and be no more than 12 feet in height. Bases for light poles may be constructed of concrete (which may be painted).

(d) Vehicle stopping devices such as wheel stops are not required in parking or loading areas bordered by a curb in which the vehicle overhang area will not interfere

with landscape plantings, landscape features or the minimum sidewalk width required by the Village Code of Ordinances.

(e) Standard parking spaces shall be sized at nine feet (9') by eighteen feet (18') regardless of parking lot configuration, provided however that smaller "compact spaces" at specified locations may be approved in conjunction with approval of the Site Plan. Compact spaces shall not be located adjacent to the Village Hall building.

(f) No angled parking shall be allowed adjacent to the amphitheater lot.

7. Location of Water Quality and Detention Ponds

(a) Project water quality and detention ponds may be located as depicted on the Concept Plan.

8. Impervious Cover and Non-Point Source Pollution Control Standards for Water Quality Controls

(a) Impervious cover for all development in the PD District is allowed up to a maximum of 55 percent of the PD District area.

(b) Water Quality Controls for the Project shall be Retention/Irrigation Systems which are sized and designed in conformance with the current Sections 1.6.4.E and 1.6.7.D of the City of Austin Environmental Criteria Manual, attached as Exhibit 1 to this Exhibit C, except as modified by the Village of Bee Cave TCSS Manual. Water Quality Controls meeting such sizing and design criteria are deemed to meet or exceed the Chapter 13, Village Code of Ordinances required 95% performance standards for Removal of Annual Pollutant Loads. The volume of runoff (water quality volume) to be captured by each water quality control required by this standard shall be determined using the runoff depths shown in Table 1-12 attached as Exhibit 1(a) to this Exhibit C.

(c) All other requirements of Chapter 13 of the Village Code of Ordinances are applicable to the Project except as modified herein.

9. Permitted Uses In the District In Addition to TC District Permitted Uses

(a) The following uses are permitted by right as Additional Uses (the singular may include the plural):

- Amusement Devices/Arcade
- Amusement services indoors
- Amphitheater Music and Performing Arts venue
- Auto Financing and Leasing (Indoor)
- Bike Sales and/or Repair
- Centralized Propane distribution facility for District users (provided that commercial natural gas service is not reasonably available)

- Check Cashing Service
- Child Day Care
- Contractor's temporary on-site construction office and temporary concrete plant
- Credit Union
- Dance Hall/Dancing Facility
- Department store
- Electrical Generating Plant
- Electrical Substation
- Electrical Transmission Line
- Exhibition Hall
- Extended Stay Hotel/Motel
- Food or grocery store
- Garden shop
- Gas Transmission Line
- Kiosks
- Locksmith
- Minor Medical Emergency Clinic
- Market
- Multi-Family Residential (including apartments and condominiums)
- Pharmacy
- Public Garage/Parking Structure
- Retail shop and general retail sales
- School, Vocational
- Spa
- Specialized hardware/home furnishing store

(b) Retail heated and air-conditioned Gross Floor Area is permitted up to a maximum of 650,000 square feet, for the first 1,000,000 square feet of heated and air conditioned Gross Floor Area developed in the PD District. For development in excess of 1,000,000 square feet of heated and air conditioned Gross Floor Area, retail heated and air-conditioned Gross Floor Area is permitted up to a maximum of 50% of the Project heated and air-conditioned Gross Floor Area or 650,000 square feet whichever is greater. Residential heated and air conditioned Gross Floor Area shall not exceed 300,000 square feet plus up to an additional 60 "For Sale" town home style units which provide screening for parking garages. The 60 "For Sale" Town Home units are not subject to the 300,000 square foot limitation on residential Gross Floor Area. Total heated and air conditioned square footage for all buildings in the District shall not exceed 1,500,000 square feet, exclusive of hotel square footage or 1,600,000 square feet inclusive of hotel square footage.

(c) Uses, building sizes and height limitations for development located on the area described as the Staats Property on the Concept Plan will adhere to the permitted uses and requirements for NS – Neighborhood Service as designated in the Village's Current

Code of Ordinances, except that restaurants, pharmacies and banks shall be permitted as a matter of right.

10. Landscaping

(a) No minimum pervious area is required for trees planted within tree grates and landscape areas located along and within sidewalks, drives and roadways within the Project if approved by a certified arborist or a landscape architect.

(b) Tree trunks may be located less than five (5) feet from paving or curbs if a certified arborist or landscape architect certifies to the Village that the proximity of the curbing or pavement is not likely to harm the tree.

(c) Removal of trees is permitted as reflected in the Tree Preservation/Concept Landscape Plan incorporated in the Concept Plan, provided however, that trees targeted for removal shall be relocated to the maximum extent feasible. A minimum of 1,600 caliper inches scheduled for removal shall be relocated or replaced with trees of six inch (6") caliper trees or greater. Relocated trees may be moved to the highway frontages including the north and south highway frontages of Highway 71, RR620 and FM 2244. Trees shall not be relocated to the interior area of the Staats property unless approved in advance by the Village. A tree relocation plan shall be submitted to the Village for review and approval prior to Village approval of the Site Construction Plan.

(d) Landscaping may be provided as described in a detailed landscape plan which is submitted by a certified landscape architect and approved by the Board of Aldermen in conjunction with Site Plan approval (the "Approved Landscape Plan"). To the extent there is any conflict between the Approved Landscape Plan for the Project and any other Village landscape ordinance, the requirements of the Approved Landscape Plan shall control.

Subject to approval from TxDOT, the oak tree at RR 620 and Highway 71 shall be relocated to the Village Hall site. This shall not be a requirement if a certified arborist selected by the Village determines that the tree because of its size or health can not be successfully relocated in a manner that would reasonably guarantee its continued survival. If the tree can not be moved, a mature oak tree shall be planted at the Village Hall site to be approved as part of the Approved Landscape Plan.

11. Off Street Loading

(a) Loading areas and service entrances may face public streets if substantially screened by screening walls and/or landscaping. Such screening walls, if used, shall have color variation, shadow lines or associated landscaping.

12. Roadway Improvements

(a) Development in the PD District shall include construction of turn lanes into and out of the Project along Hwy 71, RR 620 and FM 2244, including new or modified signal lights. The newly constructed turn lanes and signals shall be completed prior to issuance

of the first Certificate of Occupancy ("CO") for any building in the PD District; except for the buildings shown on the Concept Plan and located on the Stats property. Final design of the improvements shall be subject to TxDOT approval. Site plans and Preliminary Plats may be approved and building permits issued for buildings in the PD District prior to final engineering plans for such roadway improvements being approved by TxDOT and submitted to the Village. However, all building permits on the Project may be suspended and no further building permits issued if TxDOT does not approve these roadway improvements by January 1, 2006, unless the Board of Aldermen in its discretion extends this January 1, 2006 deadline.

(b) A public roadway between FM 2244 and RR 620 (the Galleria Parkway) generally as shown on the Concept Plan shall be constructed and offered for dedication to the Village prior to the issuance of the first CO for a building in the PD District. The Galleria Parkway shall be constructed according to the Village TCSS requirements, except that additional grading may be provided within the applicable setback as may be approved by the Village Engineer. A public utility easement shall be dedicated along the Galleria Parkway free and clear of any liens or encumbrances in a form reasonably acceptable to the Village.

(c) Driveways in the PD District may be constructed with curbs.

13. Other Requirements

(a) Building pads, including foundations, may be constructed without immediate construction of associated buildings to accommodate coordinated construction of all site work including construction of pads, driveways, and parking areas, provided that any such pad shall be landscaped if construction of associated buildings does not begin within six months of completion of the building pad. Once exterior walls of a building are completed, all exterior architectural features of the building must be completed within 180 days of the date the walls are constructed.

(b) In the event that construction of any building or pad site is discontinued for more than 180 days, the site shall be cleared of construction materials and abandoned improvements and revegetated at Developer's expense, unless the Board of Aldermen in its discretion provides an extension to the deadline.

(c) Pedestrian passages and paseos between buildings may be as narrow as 18 feet wide and vehicular passages between buildings may be as narrow as 30 feet wide if constructed in accordance with the approved Concept Plan. The spaces restricted from public access between the cinema and surrounding buildings and the spaces between structured parking garages and surrounding buildings are exempt from minimum width requirements provided all fire and safety related building code requirements are met as determined by the Village Administrator.

(d) Sidewalks are not required adjacent to public or private roads located along the perimeter of the Project, except as depicted on the Concept Plan.

(e) Water Quality and Detention ponds as depicted on the Concept Plan are not required to be screened if designed with landscaping to function as a water feature with views available to ponds, plantings, trails and site furnishings. Additional exemptions from screening requirements or alternate screening plans may be approved by the Board of Aldermen in its discretion in conjunction with approval of the Site Plan.

(f) Streets, driveways, alleys and parking lots may be paved with asphalt, provided that coal tar sealants are not used.

(g) Construction Traffic Control Plans shall be submitted and approved by the Village Administrator prior to the issuance of the first building permit.

(h) The posting of fiscal security for construction of Public Improvements shall not be required if such improvements are constructed and accepted or approved by the Village prior to approval of the Final Plat.

(i) Building Permits may be issued prior to construction of all public improvements or approval of the Final Plat. Certificates of occupancy may not be issued until all required public improvements including highway improvements are constructed, and the Final Plat is approved for the lot on which the building is located.

(j) "Minor Modifications" of the Concept Plan and/or Site Plan for the Project may be approved administratively by the Village Administrator provided such modifications would not otherwise result in a violation of the Village's Code of Ordinances as modified by these Development Standards, and provided further that modifications to the architectural elevations of buildings and parking garages previously approved by the Board must be also specifically approved by the Board of Alderman. "Minor Modifications" are defined as:

(1) adjustments of no more than 100 feet to the location or configuration of roadways, sidewalks, utilities, parking areas, buildings, landscape features, (including plants and trees,) ponds and any other improvements depicted on the Concept and/or Site Plan;

(2) adjustments of no more than five percent (5%) in building square footage of any individual building to be constructed as part of the Project as compared to such building's initial square footage shown on the Concept Plan or Site Plan; provided no such change may be administratively approved if the change would cause the Project to exceed the limitations on impervious cover, height or floor area specified in these Planned Development Standards;

(3) a reduction in size of parking lot areas or structured parking garages;

(4) adjustments of no more than ten percent (10%) of the total square footage of all landscape areas as compared to the square footage shown on the Tree Preservation/Landscape Concept Plan or Landscape Plan approved in conjunction with the Site Plan, provided no such change may be administratively approved if

the change would cause the Project to exceed the limitations on impervious cover in these Planned Development Standards; or

(5) adjustments of no more than ten percent (10%) of the number of parking spaces or square footage of parking areas as shown on the Concept Plan or Site Plan provided no such change may be administratively approved if the change would cause the Project to exceed the limitations on impervious cover or the maximum or minimum number of parking spaces specified in these Planned Development Standards.

(k) Streets and roadways constructed within the Project, save and except for the Galleria Parkway, shall not be deemed to create street yards or any other set backs or construction requirements applicable to public streets or roadways, whether or not such streets or roadways are dedicated or conveyed for public use. The Galleria Parkway shall be exempt from street yard and other setback requirements with respect to buildings and improvements already in existence as of January 10, 2005, provided the Village engineer approves the location of the Galleria Parkway with respect to such existing improvements.

(l) To the extent reasonably feasible, truck deliveries to the Project and construction traffic shall be limited to off-peak hours.

(m) Reasonable efforts shall be required to limit truck traffic impacts from construction to the extent feasible to avoid traffic stopping on Hwy 71, FM 2244, and RR 620. Construction traffic or staging shall not be allowed on or across the Staats property except as necessary to construct improvements on the Staats property.

(n) Roof mounted mechanical equipment shall be shielded from public view from Bee Cave Road, Highway 71 or Highway 620. Roof mounted mechanical equipment shall be shielded from view from the Galleria Parkway as the Board of Aldermen determines is necessary in conjunction with its approval of the Site Plan.

(o) The minimum distances between driveways accessing Highway 71 and the Galleria Parkway are approved as depicted on the Concept Plan.

(p) For purposes of determining compliance with Village ordinances, the entire District shall be treated as a single lot, regardless of the number of lots platted within the District and regardless of dedication of property within the District to the Village or any other governmental entity.

(q) Developer shall be responsible for development and maintenance of a litter management and control program for the Project which program shall be subject to review and approval by the Village.

(r) If retaining walls are constructed they shall be faced with natural stone or brick or synthetic stone of like quality and appearance. The Project shall include pedestrian connectivity between the various shops, periodic fountains, bicycle racks and sitting areas which shall be incorporated throughout the Project. Landscaping and architectural

amenities as generally depicted in the RTKL, Concept Board entitled Landscaping and Hardscape, attached hereto as Exhibit 2 and incorporated herein, shall be used through out the Project and shall be designed to blend with natural Hill Country landscape and Texas Hill Country style architecture. The areas around the Project and the water amenity ponds depicted on the Concept Plan as ponds that will constantly contain water shall be designed to be an attractive destination area for families with amenities typical of a public park including tables, benches and covered eating areas.

(s) Signage depicted on the Concept Plan is not approved by this Ordinance. Signage shall be considered for approval either (1) in conjunction with a separate application submitted and considered in accordance with Chapter 10, the Village Sign Ordinance, as amended from time to time, or (2) in conjunction with a request for approval pursuant to separate signage standards tailored specifically for the Project which are approved by the Board of Aldermen in its discretion.

(t) Prior to the approval of any building permits for vertical construction on the Project, the developer shall cause the conveyance of good and indefeasible title in and to 50 contiguous acres of land within the Village limits to the Village. The conveyance of the 50 acres must be by special warranty deed in form and content acceptable to the Village and must be free and clear of any and all liens, easements which the Village believes may adversely affect the future use of the 50 acres and other encumbrances. As part of such conveyance the Village will receive an owner's title insurance policy insuring that the Village has good and indefeasible title subject only to exceptions which the Village may approve. The policy shall be in an amount equal to the fair market value of the 50 acres at the time of conveyance. This land is being conveyed in order to increase the percentage of impervious cover allowed for construction of the Project to 55%.

(u) Lots having frontage on a privately maintained street with a dedicated access easement to a public road, and lots which are deed restricted to prohibit future buildings (such as irrigation lots and water quality pond lots) are not required to have public roadway frontage.

(v) The Galleria Parkway may be restriped as directed by the Village to provide a bike friendly lane.

EXHIBIT

tabbies

B

I, Steven L. Ihnen do hereby certify that the engineering work being submitted herein complies with all provisions of the Texas Engineering Practice Act, including Section 131.152(e). I hereby acknowledge that any misrepresentation regarding this certification constitutes a violation of the Act, and may result in criminal, civil and/or administrative penalities against me, as authorized by the Act. These plans are conceptual and are not authorized for construction.

STATE OF TEXAS · STEVEN L. IHNEN · 61976 · REGISTERED · PROFESSIONAL ENGINEER

7-28-06

Steven L. Ihnen, P.E.
Garrett-Ihnen Civil Engineers

Date

Hill Country Galleria

Amended Concept Plan

Village of Bee Cave

Highway 71 @ F.M. 620 and R.M. 2244

July 27th, 2006

Sheet	Title	Scale	Notes
C1	Cover Sheet		Amended
C1.1	Legend		Amended
C2.1	Existing Conditions (Overall 1 of 2)	1" = 200'	Previously Approved (By Reference)
C2.2	Existing Conditions (Overall 2 of 2)	1" = 200'	Previously Approved (By Reference)
C2.3	Existing Conditions (Detail 1 of 3)	1" = 100'	Previously Approved (By Reference)
C2.4	Existing Conditions (Detail 2 of 3)	1" = 100'	Previously Approved (By Reference)
C2.5	Existing Conditions (Detail 3 of 3)	1" = 100'	Previously Approved (By Reference)
C2.6	Existing Conditions (Tree List 1 of 2)	NTS	Previously Approved (By Reference)
C2.7	Existing Conditions (Tree List 2 of 2)	NTS	Previously Approved (By Reference)
C3.0	Proposed Conditions Project Overall	NTS	Amended
C3.1	Proposed Conditions (Overall 1 of 2)	1" = 200'	Amended
C3.2	Proposed Conditions (Detail 2 of 2)	1" = 200'	Amended
C3.3	Proposed Conditions (Detail 1 of 3)	1" = 100'	Amended
C3.4	Proposed Conditions (Detail 2 of 3)	1" = 100'	Amended
C3.5	Proposed Conditions (Detail 3 of 3)	1" = 100'	Amended
C4.1	Erosion/Sedimentation (Overall 1 of 2)	1" = 200'	Amended
C4.2	Erosion/Sedimentation (Overall 2 of 2)	1" = 200'	Amended
C4.3	Erosion/Sedimentation (Detail 1 of 3)	1" = 100'	Amended
C4.4	Erosion/Sedimentation (Detail 2 of 3)	1" = 100'	Amended
C4.5	Erosion/Sedimentation (Detail 3 of 3)	1" = 100'	Amended
C4.6	Erosion/Sedimentation (E/S Details)	NTS	Previously Approved (By Reference)
C4.7	Erosion/Sedimentation (Tree Protection Details)	NTS	Previously Approved (By Reference)
C5.1	Exisiting Drainage Areas (1 of 2)	1" = 200'	Amended
C5.2	Exisiting Drainage Areas (2 of 2)	1" = 200'	Previously Approved (By Reference)
C5.3	Proposed Drainage Areas (1 of 2)	1" = 200'	Amended
C5.4	Proposed Drainage Areas (2 of 2)	1" = 200'	Amended
C5.5	WQ Pond A1 Plan & Section	1" = 20'	Previously Approved (By Reference)
C5.6	WQ Pond F1 Plan & Section	1" = 20'	Previously Approved (By Reference)
C5.7	Detention Pond F1	1" = 20'	Previously Approved (By Reference)
C5.8	WQ Pond G1 Plan & Section	1" = 20'	Previously Approved (By Reference)
C5.9	Detention Pond G1	1" = 20'	Previously Approved (By Reference)
C5.10	WQ Pond I1 Plan & Section	1" = 20'	Void
C5.11	WQ Pond I2 Plan & Section	1" = 20'	Amended
C5.12	Detention Pond I1-2	1" = 20'	Amended
C5.13	WQ Pond J1 Plan & Section	1" = 20'	Amended
C5.14	WQ Pond L2 Plan & Section	1" = 20'	Previously Approved (By Reference)
C5.15	Detention Pond L2	1" = 20'	Previously Approved (By Reference)
C5.16	WQ Pond L3 Plan & Section	1" = 20'	Previously Approved (By Reference)
C5.17	Detention Pond L3	1" = 20'	Previously Approved (By Reference)
C5.18	WQ Pond L4 Plan & Section	1" = 20'	Previously Approved (By Reference)
C5.19	Reirrigation Areas (Detail 1 of 3)	1" = 100'	Amended
C5.20	Reirrigation Areas (Detail 2 of 3)	1" = 100'	Amended
C5.21	Reirrigation Areas (Detail 3 of 3)	1" = 100'	Amended
T1	Architectural Cover Sheet	1"=200'	Previously Approved (By Reference)
A1.1	Conceptual Site Plan		Amended
L1.1	Tree Preservation/Concept Landscape Plan	1"=200'	Previously Approved (By Reference)
L2.1	Tree Preservation/Concept Landscape Plan - Part 1	1" = 100'	Previously Approved (By Reference)
L2.2	Tree Preservation/Concept Landscape Plan - Part 2	1" = 100'	Previously Approved (By Reference)
A3.1	Building F Elevations		Previously Approved (By Reference)
A3.2	Building D1/D2 Elevations		Previously Approved (By Reference)
A3.3	Buildings E, T, S, R Elevations		Previously Approved (By Reference)
A3.4	Buildings C1/C2, P, O, Junior Anchor		Previously Approved (By Reference)
A3.5	Buildings A, U, T, Junior Anchor, Village Hall, Amphitheater		Previously Approved (By Reference)
A3.6	Anchor 1 Elevations (Sheet 1)		Amended
A3.7	Anchor 1 Elevations (Sheet 2)		Void
A3.8	Anchor 2 Elevations (Sheet 1)		Previously Approved (By Reference)
A3.9	Anchor 2 Elevations (Sheet 2)		Previously Approved (By Reference)
A3.10	Cinema Elevations		Amended
A5.1	One-Level Facade Prototypes (Sheet 1)		Previously Approved (By Reference)
A5.2	One-Level Facade Prototypes (Sheet 2)		Previously Approved (By Reference)
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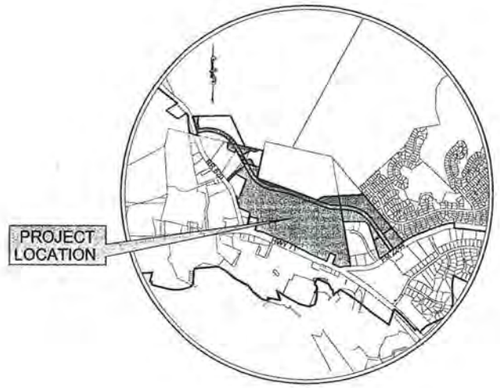

VICINITY MAP
NOT TO SCALE

A - Agriculture District
SF-RR -- Single-Family Rural Residential
SF-20 -- Single Family Residential 20
SF-PH -- Single Family Residential- Patio Home
SFA -- Single Family Attached Residential
MF-1 -- Multi Family
O -- Office
NS -- Neighborhood Service
R -- Retail District
TC -- Town Center
C -- Commercial
MU -- Mixed Use
F -- Public Use
PD -- Planned Development

ZONING MAP
NOT TO SCALE

GARRETT-IHNEN CIVIL ENGINEERS · OPUS · RTKL · IDM · LPC LINCOLN PROPERTY COMPANY

3600 W PARMER LN
SUITE 212
AUSTIN, TEXAS 78727
(512) 454-2400

Title Block Data

Project Name:	Hill Country Galleria
Date Prepared:	07/27/06
Owner:	Hill Country Galleria LP c/o Tom Kier 13455 N. Dallas Parkway Dallas TX 75001 (972) 392-8806 Fax: (972) 328-9353 tom.kier@opuswest.com Rod-Ave LP, 4900 Old Manor Road Austin, Texas 78723-4522 Attention: Elizabeth Avellán (512) 480-5833 Fax:(512) 391-1549
Legal Descriptions:	114.42 of 114.85 Acres Hill Country Galleria LP Travis County Document No. 2002036917 31.91 Acres Hill Country Galleria LP Volume 12101 Page 1883 1.97 of 8.01 Acres Hill Country Galleria LP Travis County Document No. 1999022498 3.45 of 3.92 Acres Hill Country Galleria LP Volume 11980 Page 211 .266 of 5.5 Acres Hill Country Galleria LP Volume 6216 Page 501 4.07 of 20.0 Acres Rod-Ave LP Volume 103 Page 74
Total Site Acreage	156.088 Acres
Name of Subdivision:	Hill Country Galleria Approximately 29 Lots
Current Zoning:	PD Planned Development District
Street Location:	Highway 71 @ F.M. 620 and R.M. 2244
County:	Travis County
Precinct:	Travis County Precinct 3
Tax Map Parcel IDs:	0118670201, 0118670233, 0118670212, 0118670224, 0118670302, 0118670240, 0118670231, 0118670230, 0118670229, 0118670209, 0118600101, 118670238, 0118670210, 0118670204
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Scale as indicated on Individual Sheets

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Reviewed By:

Village of Bee Cave Official Submission Date

Village of Bee Cave Board of Aldermen Date of Approval

Village of Bee Cave — Date

07-27-06

Cover Sheet C1

07-27-06

Approximate Phasing

Building	Current Sq Footage	Previously Approved	Phase	Start Date	End Date
Anchor 1	Up to 200,000 (2 Levels)	*Up to 200,000 (2 Levels)*	1	Q3 2006	Q3 2007
Anchor 2	Up to 85,000	*Up to 85,000*	18	Q3 2006	Q3 2007
Bldg A	34,200 (2 Levels)	*34,000 (2 Levels)*	1	Q3 2006	Q3 2007
Bldg B	30,000 (2 Levels)	*27,800 (2 Levels)*	1	Q3 2006	Q3 2007
Bldg C1	30,000	*30,400*	1	Q3 2006	Q3 2007
Bldg C2	16,500	*16,900*	1	Q3 2006	Q3 2007
Bldg D1	22,600	*22,900*	1	Q3 2006	Q3 2007
Bldg D2	32,600	*32,900*	1	Q3 2006	Q3 2007
Bldg E	7,500	*7,200*	1	Q3 2006	Q3 2007
Bldg F	96,200 (2 Levels)	*50,700*	1	Q3 2006	Q3 2007
Bldg G	34,100	*33,700*	1	Q3 2006	Q3 2007
Bldg H	10,200	*10,000*	1	Q3 2006	Q3 2007
Bldg O	49,800	*49,200*	1	Q3 2006	Q3 2007
Bldg R	71,100 (2 Levels)	*69,000 (2 Levels)*	1	Q3 2006	Q3 2007
Bldg T	91,300 (2 Levels)	*96,000 (2 Levels)*	1	Q3 2006	Q3 2007
Bldg U	12,800	*11,600*	1	Q3 2006	Q3 2007
Bldg P	37,500	*34,400*	1	Q3 2006	Q3 2007
Cinema	51,200	*50,800*	1	Q3 2006	Q3 2007
Deck A.2	397,824 (5 Levels)	*331,500 (5 Levels)*	1	Q3 2006	Q3 2007
Deck B.1	94,372 (4 Levels)	*94,400 (4 Levels)*	1	Q3 2006	Q3 2007
Deck B.2	133,464 (3 Levels)	*133,600 (4 Levels)*	1	Q3 2006	Q3 2007
Res VI	47,425 (3 Levels)	*43,740 (3 Levels)*	1	Q3 2006	Q3 2007
Res V	22,733 (3 Levels)	*32,607 (3 Levels)*	1	Q3 2006	Q3 2007
Res IV	17,028 (3 Levels)	*22,090 (3 Levels)*	1	Q3 2006	Q3 2007
Res III	29,418 (3 Levels)	*45,915 (3 levels)*	1	Q3 2006	Q3 2007
Rest/Retail/Office 1	3,000 - 6,000	*Not here previously*	2	Q3 2006	Q3 2007
Rest/Retail/Office 2	3,000 - 6,000	*8,000*	2	Q3 2006	Q3 2007
Rest. 3	3,000 - 8,000	*8,000*	3	Q3 2006	Q3 2007
Rest/Retail/Office 4	3,000 - 8,000	*7,800*	4	Q3 2006	Q3 2007
Rest. 5	3,000 - 8,000	*8,000*	5	Q3 2006	Q3 2007
Rest. 6	3,000 - 8,000	*8,000*	6	Q3 2006	Q3 2007
Rest. 7	3,000 - 8,000	*7,800*	7	Q3 2006	Q3 2007
Rest. 8	3,000 - 8,000	*7,800*	8	Q3 2006	Q3 2007
Rest. 9	3,000 - 8,000	*7,000*	9	Q3 2006	Q3 2007
Rest/Retail/Office 11	4,000 - 17,000	*16,200*	12	Q3 2006	Q3 2007
Rest/Retail/Office 10	2,000 - 4,000	*2,500*	13	Q3 2006	Q3 2007
Rest/Retail/Office 15	3,000 - 6,000	*4,100*	15	Q3 2006	Q3 2007
Residential Type I	Up to 255,000 Including Garage (3 Levels)	*Up to 255,000 Including Garage (3 Levels)*	16	Q3 2006	Q4 2007
Residential Type II	Up to 255,000 Including Garage (3 Levels)	*Up to 255,000 Including Garage (3 Levels)*	17	Q3 2006	Q4 2007
Deck A.1	114,600 (2 Levels)	*171,873 (3 Levels)*	1	Q3 2006	Q4 2007

Survey Legend

- CONCRETE MONUMENT FOUND
- COTTON SPINDLE FOUND
- IRON PIPE FOUND
- 1/2" IRON ROD WITH "PLASTIC" CAP FOUND (UNLESS OTHERWISE NOTED)
- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- PROPERTY CORNER (TYPE NOTED)
- NAIL FOUND
- BENCHMARK
- AIR CONDITIONER
- CLEANOUT
- COLUMN
- ELECTRIC JUNCTION BOX
- ELECTRIC METER
- ELECTRIC MANHOLE
- FIRE HYDRANT
- GUY ANCHOR
- STREET LIGHT
- LANDSCAPING LIGHT
- MAILBOX
- POWER POLE
- SIGN
- UNDERGROUND CABLE SIGN
- UNDERGROUND TELEPHONE SIGN
- STORM SEWER MANHOLE
- TELEPHONE PEDESTAL
- TELEPHONE JUNCTION BOX
- TELEPHONE MANHOLE
- VENT PIPE
- WATER METER
- WATER MANHOLE
- WATER VALVE
- WASTEWATER MANHOLE
- WINDMILL
- CHAINLINK FENCE
- BARBED WIRE FENCE
- WOOD FENCE
- GUARD RAIL
- OVERHEAD UTILITY LINE

P.R.T.C.TX. PLAT RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.TX. DEED RECORDS, TRAVIS COUNTY, TEXAS
R.P.R.T.C.TX. REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.TX. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

- TPF — Tree Protection Fence
- SF — Silt Fence
- LOC/SF — Limits of Construction / Silt Fence
- WQBZ — Little Barton Creek Setback
- VABCL — Village of Bee Cave Limits
- 100YR — 100 Year Flood Plain

DATE: 07/27/06
DESIGNED: SLJ
DRAWN: CGW
CHECKED: EV
JOB NO. OPU04034

CURRENT REVISIONS / CORRECTIONS

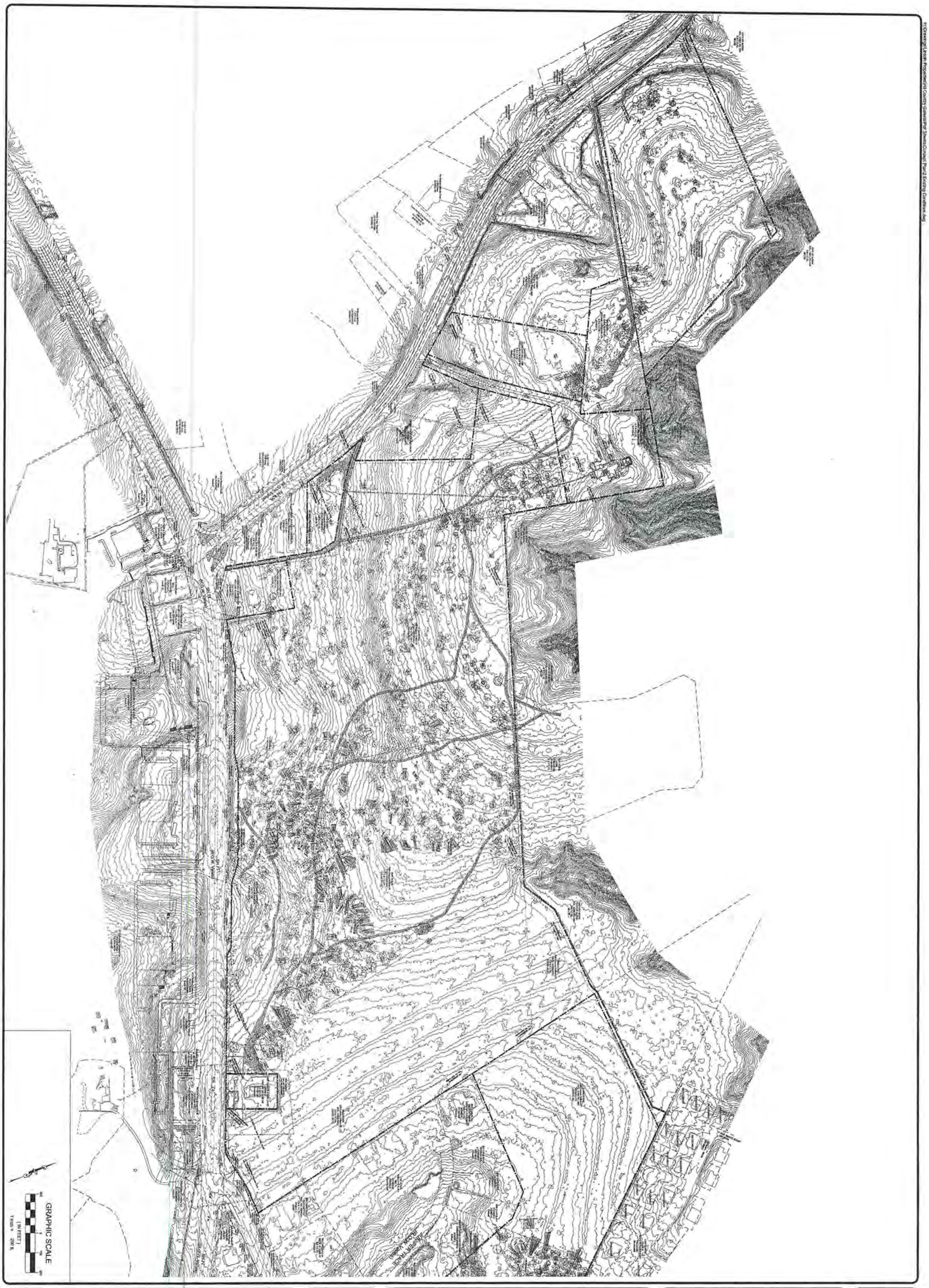
No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX
COVER AND INDEX
CONCEPT PLAN - LEGEND

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W FARMER LANE
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS. L.P.C. Lincoln Property Company IDM

SHEET NUMBER
C1.1



SHEET NUMBER
C2.1

OPUS
L.P.C.
LINDUM PROPERTY COMPANY
IDM

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

STEVEN L. INNEN
51275
REGISTERED

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX

EXISTING CONDITIONS

SHEET 1 OF 7

CURRENT REVISIONS / CORRECTIONS

No.	Description

DATE: 07/27/06
DESIGNED: SLI
DRAWN: CGW
CHECKED: EV
JOB NO: OPU04034

EXHIBIT

B

tabbies

Hill Country Galleria
Amended Concept Plan
Village of Bee Cave
Highway 71 @ F.M. 620 and R.M. 2244

July 27th, 2006

I, Steven L. Ihnen do hereby certify that the engineering work being submitted herein complies with all provisions of the Texas Engineering Practice Act, including Section 131.152(e). I hereby acknowledge that any misrepresentation regarding this certification constitutes a violation of the Act, and may result in criminal, civil and/or administrative penalties against me, as authorized by the Act. These plans are conceptual and are not authorized for construction.

STATE OF TEXAS — STEVEN L. IHNEN — 81976 — REGISTERED PROFESSIONAL ENGINEER

7-28-06

Steven L. Ihnen, P.E.
Garrett-Ihnen Civil Engineers

Date

Sheet	Title	Scale	Notes
C1	Cover Sheet		Amended
C1.1	Legend		Amended
C2.1	Existing Conditions (Overall 1 of 2)	1" = 200'	Previously Approved (By Reference)
C2.2	Existing Conditions (Overall 2 of 2)	1" = 200'	Previously Approved (By Reference)
C2.3	Existing Conditions (Detail 1 of 3)	1" = 100'	Previously Approved (By Reference)
C2.4	Existing Conditions (Detail 2 of 3)	1" = 100'	Previously Approved (By Reference)
C2.5	Existing Conditions (Detail 3 of 3)	1" = 100"	Previously Approved (By Reference)
C2.6	Existing Conditions (Tree List 1 of 2)	NTS	Previously Approved (By Reference)
C2.7	Existing Conditions (Tree List 2 of 2)	NTS	Previously Approved (By Reference)
C3.0	Proposed Conditions Project Overall	NTS	Amended
C3.1	Proposed Conditions (Overall 1 of 2)	1" = 200'	Amended
C3.2	Proposed Conditions (Detail 2 of 2)	1" = 200'	Amended
C3.3	Proposed Conditions (Detail 1 of 3)	1" = 100'	Amended
C3.4	Proposed Conditions (Detail 2 of 3)	1" = 100'	Amended
C3.5	Proposed Conditions (Detail 3 of 3)	1" = 100"	Amended
C4.1	Erosion/Sedimentation (Overall 1 of 2)	1" = 200'	Amended
C4.2	Erosion/Sedimentation (Overall 2 of 2)	1" = 200'	Amended
C4.3	Erosion/Sedimentation (Detail 1 of 3)	1" = 100'	Amended
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C4.6	Erosion/Sedimentation (E/S Details)	NTS	Previously Approved (By Reference)
C4.7	Erosion/Sedimentation (Tree Protection Details)	NTS	Previously Approved (By Reference)
C5.1	Existing Drainage Areas (1 of 2)	1" = 200'	Amended
C5.2	Exisiting Drainage Areas (2 of 2)	1" = 200'	Previously Approved (By Reference)
C5.3	Proposed Drainage Areas (1 of 2)	1" = 200'	Amended
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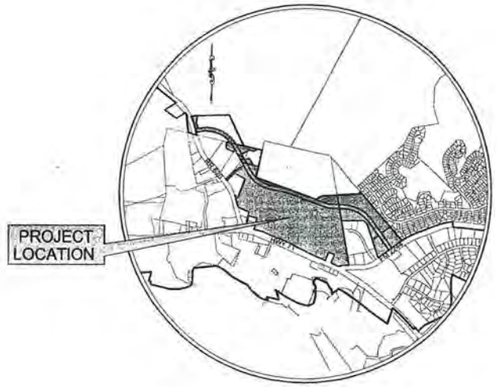

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Reviewed By:

Village of Bee Cave Official Submission Date

Village of Bee Cave Board of Alderman Date of Approval

Village of Bee Cave — Date

3600 W Parmer Ln
Suite 212
Austin, Texas 78727
(512) 454-2400

07-27-06

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H:\Drawings\Lincoln Properties\Hill Country Galleria\Plot Sheets\Concept Plan\1 Cover Concept Plan.dwg

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Bldg A	34,200 (2 Levels)	*34,000 (2 Levels)*	1	Q3 2006	Q3 2007
Bldg B	30,000 (2 Levels)	*27,800 (2 Levels)*	1	Q3 2006	Q3 2007
Bldg C1	30,000	*30,400*	1	Q3 2006	Q3 2007
Bldg C2	16,500	*16,900*	1	Q3 2006	Q3 2007
Bldg D1	22,600	*22,900*	1	Q3 2006	Q3 2007
Bldg D2	32,600	*32,900*	1	Q3 2006	Q3 2007
Bldg E	7,500	*7,200*	1	Q3 2006	Q3 2007
Bldg F	96,200 (2 Levels)	*50,700*	1	Q3 2006	Q3 2007
Bldg G	34,100	*33,700*	1	Q3 2006	Q3 2007
Bldg H	10,200	*10,000*	1	Q3 2006	Q3 2007
Bldg O	49,800	*49,200*	1	Q3 2006	Q3 2007
Bldg R	71,100 (2 Levels)	*69,000 (2 Levels)*	1	Q3 2006	Q3 2007
Bldg T	91,300 (2 Levels)	*96,000 (2 Levels)*	1	Q3 2006	Q3 2007
Bldg U	12,800	*11,600*	1	Q3 2006	Q3 2007
Bldg P	37,500	*34,400*	1	Q3 2006	Q3 2007
Cinema	51,200	*50,800*	1	Q3 2006	Q3 2007
Deck A.2	397,824 (5 Levels)	*331,500 (5 Levels)*	1	Q3 2006	Q3 2007
Deck B.1	94,372 (4 Levels)	*94,400 (4 Levels)*	1	Q3 2006	Q3 2007
Deck B.2	133,464 (3 Levels)	*133,600 (4 Levels)*	1	Q3 2006	Q3 2007
Res VI	47,429 (3 Levels)	*43,740 (3 Levels)*	1	Q3 2006	Q3 2007
Res V	22,733 (3 Levels)	*32,607 (3 Levels)*	1	Q3 2006	Q3 2007
Res IV	17,028 (3 Levels)	*22,080 (3 Levels)*	1	Q3 2006	Q3 2007
Res III	29,418 (3 Levels)	*45,915 (3 levels)*	1	Q3 2006	Q3 2007
Rest/Retail/Office 1	3,000 - 6,000	*Not here previously*	2	Q3 2006	Q3 2007
Rest/Retail/Office 2	3,000 - 8,000	*8,000*	2	Q3 2006	Q3 2007
Rest. 3	3,000 - 8,000	*8,000*	3	Q3 2006	Q3 2007
Rest/Retail/Office 4	3,000 - 8,000	*7,800*	4	Q3 2006	Q3 2007
Rest. 5	3,000 - 8,000	*8,000*	5	Q3 2006	Q3 2007
Rest. 6	3,000 - 8,000	*8,000*	6	Q3 2006	Q3 2007
Rest. 7	3,000 - 8,000	*7,800*	7	Q3 2006	Q3 2007
Rest. 8	3,000 - 8,000	*7,800*	8	Q3 2006	Q3 2007
Rest. 9	3,000 - 8,000	*7,000*	9	Q3 2006	Q3 2007
Rest/Retail/Office 11	4,000 - 17,000	*16,200*	12	Q3 2006	Q3 2007
Rest/Retail/Office 10	2,000 - 4,000	*2,500*	13	Q3 2006	Q3 2007
Rest/Retail/Office 15	3,000 - 6,000	*4,100*	15	Q3 2006	Q3 2007
Residential Type I	Up to 255,000 Including Garage (3 Levels)	*Up to 255,000 Including Garage (3 Levels)*	16	Q3 2006	Q4 2007
Residential Type II	Up to 255,000 Including Garage (3 Levels)	*Up to 255,000 Including Garage (3 Levels)*	17	Q3 2006	Q4 2007
Deck A.1	114,600 (2 Levels)	*171,873 (3 Levels)*	1	Q3 2006	Q4 2007

Survey Legend

- CONCRETE MONUMENT FOUND
- COTTON SPINDLE FOUND
- IRON PIPE FOUND
- 1/2" IRON ROD WITH "PLASTIC" CAP FOUND (UNLESS OTHERWISE NOTED)
- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- PROPERTY CORNER (TYPE NOTED)
- NAIL FOUND
- BENCHMARK
- AIR CONDITIONER
- CLEANOUT
- COLUMN
- ELECTRIC JUNCTION BOX
- ELECTRIC METER
- ELECTRIC MANHOLE
- FIRE HYDRANT
- GUY ANCHOR
- STREET LIGHT
- LANDSCAPING LIGHT
- MAILBOX
- POWER POLE
- SIGN
- UNDERGROUND CABLE SIGN
- UNDERGROUND TELEPHONE SIGN
- STORM SEWER MANHOLE
- TELEPHONE PEDESTAL
- TELEPHONE JUNCTION BOX
- TELEPHONE MANHOLE
- VENT PIPE
- WATER METER
- WATER MANHOLE
- WATER VALVE
- WASTEWATER MANHOLE
- WINDMILL
- CHAINLINK FENCE
- BARBED WIRE FENCE
- WOOD FENCE
- GUARD RAIL
- OVERHEAD UTILITY LINE

P.R.T.C.TX. PLAT RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.TX. DEED RECORDS, TRAVIS COUNTY, TEXAS
R.P.R.T.C.TX. REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS
O.P.R.T.C.TX. OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

- TPF — Tree Protection Fence
- SF — Silt Fence
- LOC/SF — Limits of Construction / Silt Fence
- WQBZ — Little Barton Creek Setback
- VoBCL — Village of Bee Cave Limits
- 100YR — 100 Year Flood Plain

DATE: 07/27/06
DESIGNED: SLJ
DRAWN: CGW
CHECKED: EV
JOB NO: OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX
COVER AND INDEX
CONCEPT PLAN - LEGEND

OPUS
L.P.C.
LINCOLN PROPERTY COMPANY
IDM
GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

SHEET NUMBER
C1.1

SHEET NUMBER
C2.1

OPUS
LPC
IDM
GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX

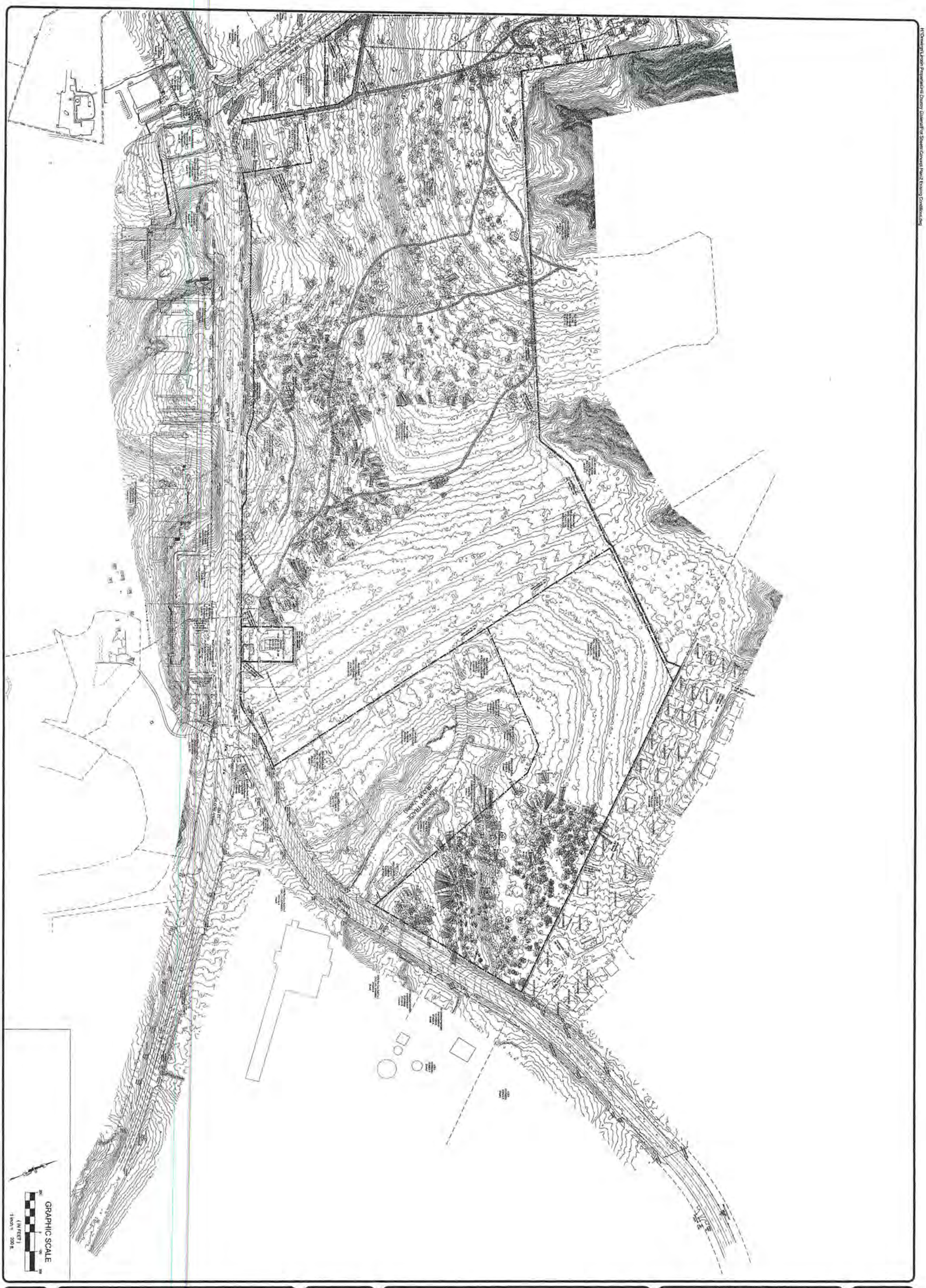
EXISTING CONDITIONS

SHEET 1 OF 7

CURRENT REVISIONS / CORRECTIONS

No.	Description

DATE: 07/27/06
DESIGNED: SLJ
DRAWN: CGW
CHECKED: EV
JOB NO: OPU04034



SHEET NUMBER
C2.2

OPUS
L.P.C.
LIMITED PARTNERSHIP COMPANY
IDM

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

STEVEN L. IHNEN
81575
REGISTERED
PROFESSIONAL ENGINEER
7-18-06

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX

EXISTING CONDITIONS

SHEET 2 OF 7

CURRENT REVISIONS / CORRECTIONS

No.	Description

DATE: 07/27/06
DESIGNED: SLI
DRAWN: CGW
CHECKED: EV
JOB NO: OPU04034

H:\Drawings\Lincoln Properties\Hill Country Galleria\Plot Sheets\Concept Plan\3 Existing Conditions.dwg

DATE:	07/27/06
DESIGNED:	SLJ
DRAWN:	CGW
CHECKED:	EV
JOB NO:	OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX

EXISTING CONDITIONS

SHEET 3 OF 7

OPUS
LPC
LIVEWIRE PARTNERS COMPANY
IDM

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

SHEET NUMBER
C2.3

H:\Drawings\Lincoln Properties\Hill Country Galleria\Plot Sheets\Concept Plan\2 Existing Conditions.dwg

DATE:	07/27/06
DESIGNED:	SLJ
DRAWN:	CGW
CHECKED:	EV
JOB NO:	OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX
EXISTING CONDITIONS
SHEET 4 OF 7

OPUS
L.P.C.
LANDSCAPE PROJECT CONSULTANTS
IDM

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

SHEET NUMBER
C2.4

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DATE:	07/27/06
DESIGNED:	SLI
DRAWN:	CGW
CHECKED:	EV
JOB NO:	OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX

EXISTING CONDITIONS
SHEET 5 OF 7

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS. L.P.C. Limited Partnership Company

IDM

SHEET NUMBER
C2.5

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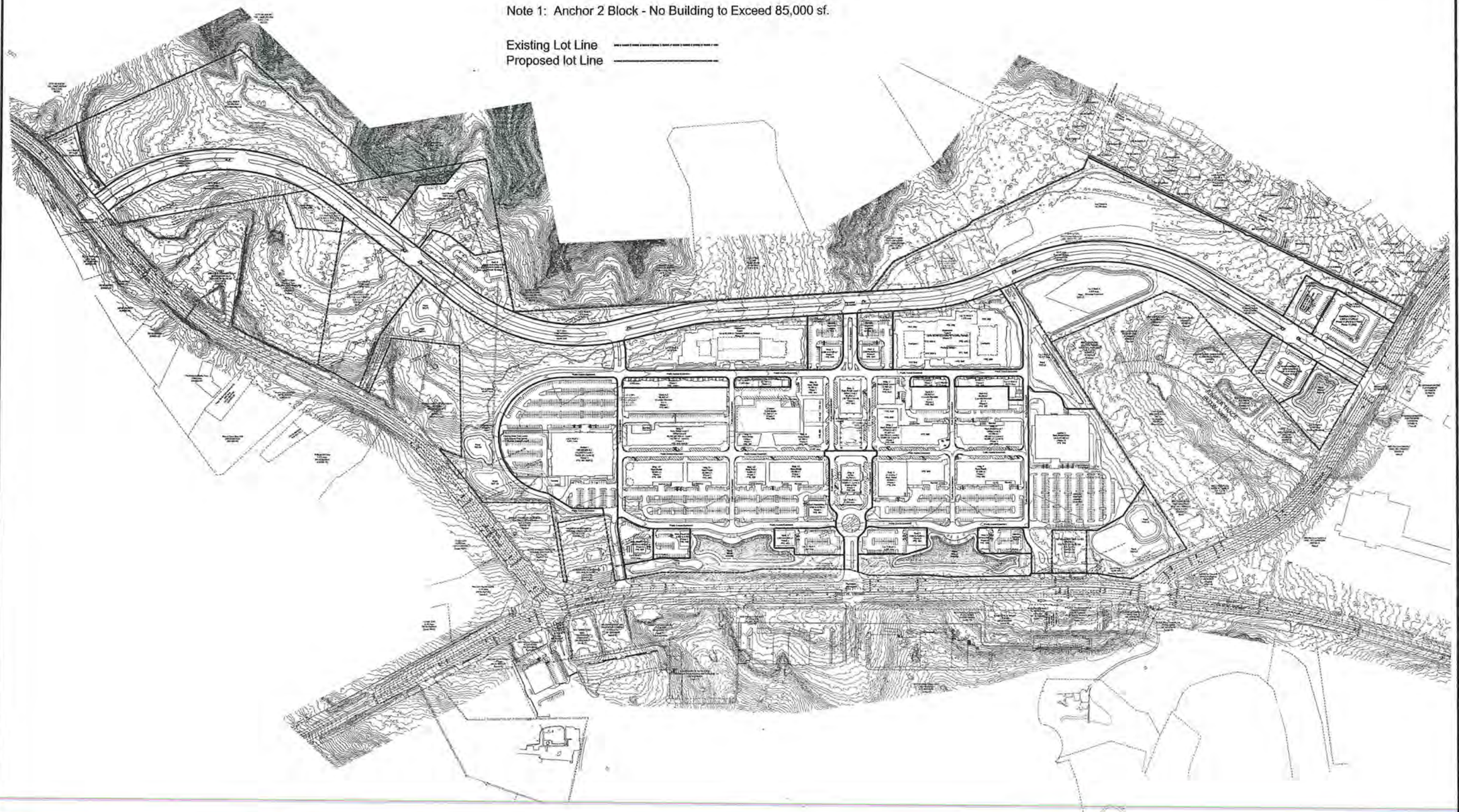
5651 LO	8"	5801 LO	5'7"	5951 LO	5"	7843 LO	5"	7993 LO	8"	8531 LO	11"	8681 LO	10"	8831 LO	6"	8981 LO	6"	9131 LO	15"	9282 LO	5"	9432 LO	5"	9582 LO	5"	9732 LO	11"	9882 LO	4'6"7"
5652 LO	5'7"8"8"	5802 LO	5'8"	5952 LO	9"	7844 LO	6"	7994 LO	7"	8532 LO	12"11"6"4"	8682 LO	8"	8832 LO	13"	8982 LO	5"	9132 LO	10"	9283 LO	7"	9433 LO	4"	9583 LO	4"5"	9733 LO	13"20"	9883 LO	8"
5653 LO	5"5"	5803 LO	10"	5953 LO	8"	7845 LO	7"	7995 LO	1"9"	8533 LO	10"	8683 LO	8"6"5"	8833 LO	13"	8983 LO	7"	9133 LO	11"	9284 PER	4"4"	9434 LO	8"	9584 LO	4"5"5"	9734 LO	6"	9884 LO	4"5"6"
5654 LO	5"	5804 LO	10"	5954 LO	8"	7846 LO	6"	7996 LO	7"	8534 LO	8"	8684 LO	7"4"	8834 LO	11"	8984 LO	5"	9134 LO	11"	9285 LO	12"	9435 CE	9"15"	9585 LO	4"	9735 LO	4"	9885 LO	6"
5655 LO	5"	5805 LO	11"	5955 LO	9"	7847 LO	7"	7997 CB	6"	8535 LO	9"	8685 LO	7"6"4"	8835 LO	16"	8985 LO	7"4"	9135 LO	15"	9286 LO	10"	9436 LO	5"	9586 LO	4"5"	9736 LO	5"	9886 LO	5"
5656 LO	4"5"	5806 LO	8"	5956 LO	8"	7848 LO	5"	7998 LO	6"5"	8536 LO	15"	8686 LO	9"6"	8836 LO	13"	8986 LO	4"	9136 LO	13"	9287 LO	11"	9437 LO	4"	9587 LO	6"	9737 LO	4"	9887 LO	18"
5657 LO	5"6"	5807 LO	10"	5957 LO	9"	7849 LO	5"	7999 CB	5"	8537 LO	8"	8687 LO	7"7"5"4"4"	8837 LO	7"	8987 LO	5"	9137 LO	6"	9288 LO	8"	9438 LO	4"	9588 LO	4"	9738 LO	5"	9888 LO	10"12"
5658 LO	4"5"	5808 CE	13"	5958 LO	12"	7850 LO	7"	8000 LO	10"	8538 LO	9"	8688 LO	8"6"	8838 LO	22"	8988 LO	7"	9138 LO	8"	9289 LO	9"9"	9439 LO	8"	9589 LO	4"4"	9739 LO	6"	9889 LO	8"13"
5659 LO	4"	5809 LO	16"	5959 LO	8"	7851 LO	4"	8389 LO	8"	8539 LO	7"4"	8689 LO	6"	8839 LO	19"	8989 LO	7"	9139 LO	9"	9290 LO	10"	9440 LO	4"	9590 LO	6"	9740 LO	5"	9890 LO	11"
5660 LO	4"4"	5810 LO	9"	5960 LO	7"	7852 LO	7"	8390 LO	6"	8540 LO	7"	8690 LO	7"	8840 LO	19"	8990 LO	5"	9140 LO	13"	9291 LO	5"	9441 LO	8"	9591 LO	5"	9741 LO	3"	9891 ELM	4"
5661 LO	4"6"	5811 LO	7"	5961 LO	8"	7853 LO	9"	8391 LO	7"	8541 LO	4"	8691 LO	4"	8841 LO	8"7"6"	8991 LO	6"	9141 LO	15"	9292 LO	4"	9442 LO	5"	9592 LO	3"	9742 LO	5"	9892 LO	12"
5662 LO	4"5"5"	5812 LO	6"	5962 LO	11"	7854 LO	5"	8392 LO	4"	8542 LO	9"	8692 LO	4"3"	8842 LO	15"	8992 LO	4"	9142 LO	11"	9293 LO	8"	9443 LO	7"	9593 LO	4"	9743 LO	5"5"	9893 LO	15"
5663 LO	4"6"	5813 LO	8"	5963 LO	6"	7855 LO	6"	8393 LO	4"	8543 LO	5"	8693 LO	5"	8843 LO	12"10"	8993 LO	7"	9143 LO	15"	9294 LO	9"	9444 LO	5"	9594 LO	4"	9744 LO	6"	9894 LO	18"
5664 LO	5"	5814 LO	9"	5964 LO	4"7"	7856 LO	6"	8394 LO	6"	8544 LO	4"	8694 LO	5"4"	8844 PO	10"	8994 LO	8"	9144 LO	9"	9295 LO	9"	9445 LO	5"6"7"	9595 LO	5"	9745 LO	4"5"	9895 LO	8"
5665 LO	8"	5815 LO	9"	5965 LO	8"9"	7857 LO	6"	8395 LO	4"	8545 LO	9"	8695 LO	7"6"4"	8845 LO	12"	8995 LO	8"	9145 LO	13"	9296 LO	8"4"	9446 LO	4"	9596 LO	5"	9746 LO	7"	9896 LO	11"
5666 LO	16"	5816 LO	9"	5966 LO	10"	7858 LO	8"	8396 LO	6"	8546 LO	10"	8696 LO	5"	8846 LO	10"	8996 LO	10"	9146 LO	12"	9297 LO	8"	9447 LO	6"	9597 LO	5"	9747 LO	4"	9897 LO	11"
5667 LO	10"	5817 RO	2'2"6"	5967 LO	5"	7859 LO	6"	8397 LO	8"	8547 LO	8"	8697 LO	12"7"	8847 LO	10"	8997 LO	10"	9147 PER	7"	9298 LO	8"	9448 LO	6"	9598 LO	5"	9748 LO	4"	9898 PER	3'4"4"
5668 LO	7"	5818 LO	7'8"	5968 LO	9"	7860 LO	5"	8398 LO	8"	8548 LO	8"7"5"	8698 LO	9"	8848 ELM	14"13"12"	8998 LO	9"8"6"	9148 LO	6"	9299 LO	4"	9449 LO	10"	9599 LO	5"	9749 LO	4"	9899 LO	8"8"
5669 LO	7"	5819 LO	6"10"11"	5969 LO	5"8"	7861 LO	5"	8399 LO	8"	8549 LO	9"	8699 LO	4"3"	8849 LO	11"	8999 LO	8"	9149 LO	6"4"	9300 LO	4"	9450 LO	4"	9600 LO	4"	9750 LO	4"	9900 LO	10"
5670 LO	5"	5820 LO	6"	5970 LO	9"	7862 LO	5"	8400 LO	4"	8550 LO	8"	8700 LO	7"	8850 LO	8"	9000 LO	4"	9150 LO	9"	9301 LO	4"	9451 LO	4"	9601 LO	4"	9751 LO	5"	9901 LO	7"
5671 LO	6"	5821 RO	7"	5971 LO	9"	7863 LO	6"	8401 LO	5"	8551 LO	9"	8701 LO	9"	8851 LO	9"	9001 LO	11"7"	9151 LO	9"	9302 LO	4"	9452 LO	6"	9602 LO	5"	9752 LO	5"	9902 LO	6"
5672 LO	6"	5822 PO	11"	5972 LO	7"8"	7864 LO	4"	8402 LO	5"4"	8552 LO	4"	8702 LO	16"	8852 LO	10"	9002 LO	8"7"6"	9152 LO	9"	9303 LO	4"	9453 LO	5"	9603 LO	5"	9753 LO	5"	9903 LO	6"
5673 LO	9"	5823 RO	10"	5973 LO	7"9"	7865 LO	8"	8403 LO	11"	8553 LO	6"	8703 LO	7"5"	8853 LO	7"	9003 LO	6"5"	9153 LO	10"	9304 LO	5"	9454 LO	5"5"	9604 LO	4"	9754 LO	4"	9904 LO	8"
5674 LO	5"6"	5824 LO	12"	5974 LO	12"12"	7866 LO	8"	8404 LO	10"8"	8554 LO	8"	8704 LO	8"	8854 LO	7"	9004 LO	9"8"8"5"	9154 LO	7"	9305 LO	8"	9455 LO	4"5"	9605 LO	5"	9755 LO	4"	9905 LO	8"8"
5675 LO	6"	5825 LO	3"7"	5975 LO	11"	7867 LO	6"	8405 LO	4"	8555 LO	7"	8705 LO	8"	8855 LO	6"	9005 LO	6"	9155 LO	9"	9306 LO	8"	9456 LO	5"	9606 LO	4"	9756 LO	4"	9906 LO	6"
5676 LO	8"	5826 LO	6"8"	5976 LO	10"	7868 LO	9"	8406 LO	5"	8556 LO	7"	8706 LO	9"	8856 LO	7"	9006 LO	6"	9156 LO	11"	9307 LO	11"	9457 LO	5"	9607 LO	5"5"8"	9757 LO	4"	9907 LO	8"10"
5677 LO	12"14"	5827 LO	4"	5977 LO	9"	7869 LO	7"	8407 LO	7"	8557 LO	5"	8707 LO	8"	8857 LO	8"5"4"4"	9007 LO	9"	9157 LO	8"6"	9308 LO	5"	9458 LO	8"9"	9608 LO	7"	9758 LO	4"	9908 LO	9"
5678 LO	8"9"	5828 TR	3"4"	5978 LO	10"	7870 CB	7"	8408 LO	6"	8558 LO	5"	8708 LO	4"	8858 LO	6"7"	9008 LO	5"4"4"	9158 LO	5"	9309 LO	8"	9459 LO	5"	9609 LO	4"	9759 LO	4"	9909 LO	11"14"
5679 CE	15"	5829 TR	4"5"	5979 LO	9"	7871 LO	6"	8409 LO	5"	8559 LO	7"	8709 LO	10"	8859 LO	5"	9009 LO	7"	9159 LO	13"	9310 LO	6"	9460 LO	8"	9610 LO	3"4"	9760 LO	4"	9910 PER	5"
5680 LO	13"	5830 HB	6"7"	5980 LO	8"	7872 LO	7"	8410 LO	13"	8560 LO	5"	8710 LO	11"	8860 LO	6"	9010 LO	4"	9160 LO	11"4"	9311 LO	9"	9461 LO	5"	9611 LO	5"	9761 LO	4"	9911 PER	2"2"3"3"
5681 LO	10"	5831 HB	9"	5981 LO	5"	7873 LO	5"	8411 LO	7"	8561 LO	8"	8711 LO	9"8"	8861 LO	10"7"	9011 LO	8"6"	9161 LO	10"	9312 LO	5"	9462 LO	4"4"	9612 LO	4"4"	9762 LO	5"	9912 LO	10"
5682 LO	12"	5832 HB	4"	5982 LO	4"	7874 LO	7"	8412 LO	9"	8562 LO	8"6"6"	8712 LO	11"	8862 LO	6"3"	9012 LO	8"8"7"	9162 LO	28"	9313 LO	7"	9463 LO	6"	9613 LO	5"	9763 LO	5"	9913 LO	5"
5683 LO	11"	5833 LO	8"	5983 LO	4"5"5"8"	7875 LO	9"	8413 LO	5"	8563 LO	7"	8713 LO	8"	8863 LO	10"4"	9013 LO	7"	9163 LO	19"	9314 LO	6"	9464 LO	4"	9614 LO	4"5"	9764 LO	5"	9914 LO	11"
5684 LO	10"	5834 TR	4"	5984 LO	7"	7876 CB	11"	8414 LO	7"	8564 LO	6"	8714 LO	5"	8864 LO	9"	9014 LO	11"10"10"	9164 LO	7"6"	9315 LO	5"	9465 LO	9"	9615 LO	8"	9765 LO	5"	9915 LO	6"
5685 LO	19"	5835 TR	3"5"	5985 LO	8"	7877 LO	5"	8415 LO	4"	8565 LO	10"8"5"	8715 LO	7"	8865 LO	9"6"4"	9015 LO	10"	9165 LO	11"	9316 LO	5"	9466 LO	4"	9616 LO	5"	9766 LO	4"	9916 LO	9"10"
5686 LO	20"	5836 LO	5"	5986 LO	4"	7878 LO	7"	8416 LO	7"	8566 LO	8"7"5"	8716 LO	4"	8866 LO	5"	9016 LO	9"	9166 LO	8"	9317 LO	6"	9467 LO	4"	9617 LO	5"	9767 LO	5"	9917 LO	8"
5687 LO	14"	5837 LO	13"	5987 LO	9"	7879 LO	5"	8417 LO	8"	8567 LO	4"	8717 LO	5"	8867 LO	4"	9017 LO	12"9"8"	9167 LO	10"	9318 LO	16"	9468 LO	4"	9618 LO	5"	9768 LO	4"	9918 LO	13"
5688 LO	15"	5838 LO	8"	5988 LO	5"	7880 LO	5"	8418 LO	7"	8568 LO	6"5"4"	8718 LO	6"	8868 LO	4"	9018 LO	9"	9168 CE	15"	9319 LO	7"	9469 LO	4"	9619 LO	5"	9769 LO	5"	9919 LO	11"
5689 LO	18"	5839 LO	14"	5989 LO	5"	7881 LO	9"	8419 LO	7"	8569 LO	15"	8719 LO	8"	8869 LO	6"	9019 LO	8"	9169 LO	10"	9320 LO	4"	9470 LO	5"	9620 LO	4"9"	9770 LO	5"	9920 LO	12"12"
5690 LO	12"	5840 LO	10"	5990 LO	4"	7882 LO	7"	8420 LO	5"	8570 LO	16"	8720 LO	8"	8870 LO	6"	9020 LO	8"	9170 LO	13"	9321 LO	4"	9471 LO	4"	9621 LO	5"	9771 LO	5"	9921 LO	10"
5691 LO	12"	5841 LO	9"10"	5991 LO	7"	7883 LO	9"	8421 LO	4"	8571 LO	12"9"	8721 LO	4"	8871 LO	6"	9021 LO	7"	9171 LO	9"	9322 LO	5"	9472 LO	4"	9622 LO	3"5"	9772 LO	4"	9922 LO	10"
5692 LO	10"12"	5842 LO	12"	5992 LO	9"	7884 LO	10"	8422 LO	7"	8572 LO	3"	8722 LO	6"	8872 LO	7"	9022 LO	7"5"	9172 LO	10"9"8"	9323 LO	4"	9473 LO	4"	9623 LO	5"	9773 LO	5"	9923 LO	12"
5693 CE	22"	5843 RO	8"	5993 LO	5"	7885 LO	5"	8423 LO	4"	8573 LO	7"	8723 LO	8"	8873 LO	5"	9023 LO	9"	9173 LO	10"8"	9324 LO	4"	9474 LO	5"	9624 LO	7"	9774 LO	5"6"	9924 LO	9"
5694 LO	20"	5844 LO	14"	5994 LO	4"	7886 LO	7"	8424 LO	7"	8574 LO	11"	8724 LO	4"	8874 LO	5"4"	9024 LO	4"	9174 LO	8"	9325 LO	5"	9475 LO	4"	9625 LO	5"	9775 LO	6"	9925 LO	6"
5695 CE	19"	5845 LO	10"14"18"	5995 LO	4"	7887 LO	7"	8425 LO	9"	8575 LO	8"	8725 LO	11"	8875 LO	9"6"4"	9025 LO	7"	9175 LO	6"	9326 LO	4"	9476 LO	4"	9626 LO	6"	9776 LO	5"	9926 LO	9"
5696 LO	27"	5846 CE	20"	5996 LO	5"	7888 LO	7"	8426 LO	14"	8576 LO	10"	8726 LO	13"	8876 LO	11"9"6"	9026 LO	7"	9176 LO	4"	9327 LO	5"	9477 LO	4"	9627 LO	5"	9777 LO	4"	9927 LO	9"
5697 LO	12"	5847 PEC	6"	5997 LO	4"5"	7889 LO	5"	8427 LO	7"	8577 LO	8"	8727 LO	10"7"	8877 LO	11"6"	9027 LO	8"7"6"	9177 LO	6"	9328 LO	4"	9478 PER	3"5"	9628 LO	5"	9778 LO	5"	9928 LO	8"
5698 LO	9"	5848 LO	19"	5998 LO	5"8"	7890 LO	8"	8428 LO	7"	8578 LO	11"	8728 LO	9"	8878 LO	9"	9028 LO	8"	9178 LO	11"	9329 LO	5"	9479 LO	5"	9629 LO	4"	9779 LO	5"	9929 LO	10"
5699 LO	12"	5849 LO	14"	5999 LO	2"4"4"	7891 LO	7"	8429 LO	6"	8579 LO	7"	8729 LO	7"	8879 LO	13"9"7"7"	9029 LO	9"	9179 LO	5"	9330 PER	4"	9480 LO	7"	9630 LO	4"	9780 LO	4"	9930 LO	8"
5700 LO	15"	5850 LO	17"18"	6000 LO	4"	7892 LO	6"	8430 LO	6"4"	8580 LO	9"	8730 LO	15"	8880 LO	10"9"	9030 LO	5"	9180 LO	8"	9331 LO	4"	9481 LO	5"	9631 LO	4"	9781 LO	5"	9931 LO	6"
5701 LO	10"	5851 LO	15"	7743 LO	13"8"	7893 LO	18"	8431 LO	6"	8581 LO	6"	8731 LO	10"	8881 LO	8"	9031 LO	7"	9181 LO	11"	9332 LO	5"	9482 LO	5"	9632 LO	4"	9782 LO	4"	9932 LO	9"
5702 LO	6"8"	5852 LO	18"	7744 LO	9"8"	7894 LO	7"	8432 LO	8"6"	8582 LO	5"	8732 LO	8"	8882 LO	14"9"	9032 LO	9"	9182 LO	10"	9333 LO	5"	9483 LO	4"4"	9633 LO	5"	9783 LO	5"	9933 LO	9"
5703 ELM	5"	5853 LO	19"	7745 LO	10"6"	7895 LO	7"	8433 LO	7"	8583 LO	7"	8733 LO	6"	8883 LO	5"	9033 LO	7"	9183 LO	10"	9334 LO	6"	9484 LO	4"	9634 LO	4"5"5"	9784 LO	4"	9934 LO	11"
5704 LO	8"	5854 LO	12"	7746 LO	7"	7896 LO	7"	8434 LO	6"	8584 LO	8"	8734 LO	13"7"	8884 LO	9"9"	9034 LO	6"	9184 LO	9"	9335 LO	4"	9485 LO	4"	9635 LO	4"	9785 LO	4"	9935 LO	9"
5705 LO	14"	5855 LO	10"	7747 LO	8"	7897 LO	9"	8435 LO	6"	8585 LO	6"	8735 LO	26"15"14"	8885 LO	8"	9035 LO	10"7"7"	9185 LO	10"	9336 LO	10"	9486 LO	4"5"	9636 LO	4"	9786 LO	4"	9936 LO	7"
5706 LO	9"	5856 LO	17"	7748 LO	9"	7898 LO	6"	8436 LO	5"	8586 LO	5"	8736 LO	10"	8886 LO	10"9"8"	9036 LO	6"4"	9186 LO	9"	9337 LO	6"	9487 LO	5"	9637 LO	5"	9787 LO	5"	9937 LO	6"
5707 LO	14"	5857 CE	24"	7749 LO	9"	7899 LO	6"	8437 LO	9"6"	8587 LO	8"	8737 LO	9"	8887 LO	5"4"	9037 LO	6"	9187 LO	5"	9338 LO	5"	9488 LO	5"	9638 LO	5"	9788 LO	5"	9938 LO	4"
5708 LO	6"	5858 LO	16"	7750 LO	8"	7900 LO	5"	8438 LO	9"8"5"	8588 LO	6"	8738 LO	8"	8888 LO	6"	9038 LO	12"7"	9188 LO	7"	9339 LO	6"	9489 LO	4"	9639 LO	5"	9789 LO	5"	9939 LO	8"
5709 LO	8"	5859 LO	5"	7751 LO	8"	7901 LO	7"	8439 LO	12"	8589 LO	6"	8739 LO	9"	8889 LO	7"	9039 LO	10"	9189 LO	7"	9340 LO	5"	9490 LO	5"	9640 LO	5"	9790 LO	8"	9940 LO	4"
5710 LO	12"	5860 HB	8"	7752 LO	8"	7902 LO	7"	8440 LO	8"	8590 LO	7"	8740 LO	9"	8890 LO	5"3"	9040 LO	9"	9190 LO	7"	9341 LO	6"	9491 LO	10"	9641 LO	9"	9791 LO	4"	9941 LO	5"
5711 PER	4"5"	5861 LO	10"	7753 LO	8"	7903 LO	8"	8441 LO	9"	8591 LO	5"	8741 LO	-5"	8891 LO	5"	9041 LO	9"	9191 LO	8"6"	9342 LO	5"	9492 LO	4"	9642 LO	5"	9792 LO	6"	9942 LO	11"
5712 LO	12"	5862 LO	8"	7754 LO	4"	7904 LO	6"	8442 LO	8"8"	8592 LO	5"	8742 LO	8"	8892 LO	4"	9042 LO	10"6"	9192 LO	13"	9343 LO	4"	9493 LO	5"	9643 LO	5"	9793 LO	5"	9943 LO	7"
5713 LO	12"	5863 CE	14"	7755 LO	5"	7905 LO	6"	8443 LO	10"	8593 LO	7"	8743 TR	5"	8893 LO	5"4"	9043 LO	10"	9193 LO	5"	9344 LO	6"	9494 LO	4"	9644 LO	4"	9794 TR	8"THORN	9944 LO	7"10"
5714 LO	12"	5864 LO	9"	7756 LO	8"	7906 LO	7"	8444 LO	5"	8594 LO	7"	8744 LO	6"	8894 LO	5"	9044 LO	4"	9194 LO	4"	9345 LO	7"	9495 LO	5"	9645 LO	4"	9795 LO	9"	9945 LO	6"
5715 LO	12"	5865 LO	8"	7757 LO	8"	7907 LO	6"	8445 LO	7"	8595 LO	4"	8745 TR	5"	8895 LO	6"4"	9045 LO	5"	9195 LO	6"6"	9346 LO	5"	9496 LO	4"4"4"	9646 LO	4"	9796 LO	7"	9946 LO	6"
5716 LO	13"	5866 LO	8"	7758 LO	5"	7908 LO	5"	8446 LO	5"	8596 LO	7"	8746 LO	13"	8896 LO	5"	9046 LO	5"	9196 LO	5"	9347 LO	4"	9497 LO	4"	9647 LO	5"5"	9797 LO	6"	9947 LO	6"9"
5717 LO	13"	5867 LO	9"	7759 LO	8"	7909 CB	7"	8447 LO	6"5"	8597 LO	4"	8747 LO	8"6"	8897 LO	8"	9047 LO	5"	9197 LO	7"	9348 LO	4"	9498 LO	4"4"	9648 LO	5"	9798 LO	5"	9948 LO	10"
5718 LO	16"	5868 LO	12"	7760 LO	9"	7910 LO	7"	8448 LO	7"	8598 LO	8"7"	8748 LO	14"12"	8898 LO	8"	9048 LO	6"	9198 LO	7"	9349 LO	5"	9499 LO	5"	9649 LO	6"	9799 LO	6"	9949 LO	8"
5719 LO	9"	5869 LO	12"	7761 LO	7"	7911 LO	5"	8449 LO	6"	8599 LO	7"	8749 LO	8"	8899 LO	5"	9049 LO	5"	9199 LO	8"	9350 LO	6"	9500 LO	4"	9650 LO	6"	9800 LO	6"	9950 LO	10"
5720 LO	15"	5870 LO	7"	7762 LO	6"5"	7912 LO	5"	8450 LO	5"	8600 LO	6"	8750 LO	9"	8900 LO	6"	9050 LO	6"4"	9200 LO	7"	9351 LO	5"	9501 LO	4"	9651 LO	4"	9801 PER	5"6"	9951 LO	10"
5721 LO	18"	5871 LO	5"8"	7763 LO	6"	7913 LO	5"	8451 LO	10"8"	8601 LO	8"7"	8751 LO	14"	8901 LO	9"8"	9051 LO	4"	9201 LO	7"	9352 LO	9"	9502 LO	4"	9652 LO	4"	9802 LO	5"	9952 LO	7"
5722 LO	12"	5872 LO	10"	7764 LO	9"	7914 LO	5"	8452 LO	6"5"4"	8602 LO	7"	8752 LO	13"13"13"5	8902 LO	6"	9052 LO	5"	9202 LO	10"	9353 LO	6"	9503 LO	5"	9653 LO	5"	9803 LO	5"	9953 LO	5"
5723 LO	12"	5873 LO	9"	7765 LO	6"	7915 LO	5"	8453 LO	9"6"5"	8603 LO	9"	8753 LO	17"15"8"7"	8903 LO	5"	9053 LO	4"	9203 LO	5"	9354 LO	5"	9504 LO	5"	9654 LO	5"	9804 LO	5"	9954 LO	10"
5724 LO	16"	5874 LO	7"11"	7766 LO	9"	7916 LO	5"	8454 LO	9"	8604 LO	7"	8754 LO	8"	8904 LO	6"	9054 LO	5"	9204 PO	16"14"12"	9355 LO	8"	9505 LO	5"	9655 LO	5"	9805 LO	4"	9955 LO	6"
5725 LO	11"12"	5875 CE	19"	7767 LO	8"	7917 LO	8"	8455 LO	4"6"	8605 LO	5"	8755 LO	14"	8905 LO	6"	9055 LO	5"	9205 LO	9"7"	9356 LO	5"	9506 LO	4"	9656 LO	7"	9806 LO	4"	9956 LO	9"
5726 LO	13"	5876 LO	6"	7768 LO	5"	7918 LO	8"	8456 LO	5"	8606 LO	7"	8756 LO	11"7"	8906 LO	5"	9056 LO	5"	9206 LO	9"	9357 LO	5"	9507 LO	7"	9657 LO	4"	9807 LO	5"	9957 LO	5"12"15"
5727 LO	12"	5877 LO	5"6"	7769 LO	4"	7919 LO	8"	8457 LO	9"	8607 LO	4"	8757 LO	8"6"	8907 LO	7"	9057 LO	6"	9207 LO	9"	9358 LO	5"	9508 LO	7"	9658 LO	5"	9808 LO	7"	9958 LO	10"
5728 LO	6"11"	5878 LO	8"	7770 LO	6"	7920 LO	9"	8458 LO	9"	8608 LO	9"	8758 LO	6"	8908 LO	5"	9058 LO	4"	9208 LO	5"4"	9359 LO	6"	9509 LO	5"	9659 LO	5"	9809 LO	6"6"	9959 LO	6"
5729 HB	11"	5879 LO	7"	7771 LO	11"	7921 LO	8"	8459 LO	7"	8609 LO	12"7"	8759 LO	5"	8909 LO	9"8"	9059 LO	5"	9209 LO	9"9"	9360 LO	5"	9510 LO	5"9"	9660 PER	5"5"	9810 LO	5"	9960 LO	9"
5730 LO	13"	5880 LO	5"6"	7772 LO	7"	7922 LO	4"	8460 LO	8"	8610 LO	10"	8760 LO	9"8"	8910 LO	12"10"	9060 LO	5"	9210 LO	9"	9361 LO	5"	9511 LO	7"	9661 LO	4"	9811 LO	5"	9961 LO	5"
5731 LO	11"	5881 LO	7"	7773 LO	5"4"	7923 LO	6"	8461 LO	7"7"	8611 LO	11"8"	8761 LO	8"	8911 LO	12"	9061 LO	5"	9211 LO	6"	9362 LO	5"	9512 PER	2"2"4"	9662 LO	4"4"	9812 LO	6"	9962 LO	11"
5732 LO	14"	5882 LO	8"	7774 LO	10"	7924 LO	5"	8462 LO	8"	8612 LO	5"	8762 LO	14"6"	8912 LO	11"	9062 LO	4"	9212 LO	8"	9363 LO	5"	9513 LO	8"	9663 LO	4"	9813 LO	4"	9963 LO	12"
5733 LO	13"	5883 LO	13"	7775 LO	9"	7925 LO	5"	8463 LO	4"	8613 LO	6"	8763 LO	14"12"	8913 LO	13"9"	9063 LO	5"	9213 LO	4"	9364 LO	7"	9514 LO	8"	9664 LO	4"	9814 LO	4"	9964 LO	10"
5734 LO	14"	5884 LO	8"	7776 HB	7"	7926 LO	7"	8464 LO	9"	8614 LO	9"	8764 LO	15"	8914 LO	4"	9064 LO	6"	9214 LO	7"	9365 LO	5"	9515 LO	8"	9665 LO	4"5"	9815 LO	4"	9965 LO	9"
5735 LO	12"	5885 LO	9"10"	7777 LO	9"	7927 LO	6"	8465 LO	10"9"	8615 LO	9"	8765 LO	10"9"8"7"	8915 LO	8"	9065 LO	6"4"	9215 LO	10"	9366 LO	8"	9516 LO	8"	9666 LO	4"	9816 LO	5"	9966 LO	10"
5736 LO	23"	5886 LO	14"	7778 LO	11"	7928 LO	6"	8466 LO	5"	8616 LO	10"9"	8766 LO	8"	8916 LO	9"7"	9066 LO	6"	9216 LO	5"4"	9367 LO	5"	9517 PER	2"4"	9667 LO	4"	9817 PER	5"5"	9967 LO	5"5"
5737 LO	11"	5887 LO	12"15"	7779 LO	4"	7929 LO	6"	8467 LO	5"	8617 LO	4"	8767 LO	5"	8917 LO	7"3"	9067 LO	8"5"	9217 LO	10"	9368 LO	5"	9518 PER	3"4"5"	9668 LO	5"	9818 LO	5"	9968 LO	8"10"
5738 LO	7"9"	5888 LO	11"	7780 LO	9"	7930 LO	8"	8468 LO	6"	8618 LO	7"	8768 LO	10"	8918 LO	5"	9068 LO	5"	9218 LO	8"5"	9369 LO	9"	9519 PER	3"3"3"4"	9669 LO	4"	9819 LO	9"	9969 LO	11"
5739 PEC	11"	5889 LO	13"	7781 LO	6"	7931 LO	6"	8469 LO	4"5"	8619 LO	8"	8769 LO	11"	8919 LO	6"	9069 LO	9"	9219 LO	9"8"	9370 LO	6"	9520 LO	5"	9670 LO	4"	9820 LO	6"	9970 LO	8"
5740 CE	21"	5890 LO	10"	7782 LO	8"5"	7932 LO	9"	8470 LO	7"	8620 LO	7"	8770 LO	14"	8920 LO	8"	9070 LO	8"6"	9220 CE	12"	9371 LO	7"	9521 LO	6"	9671 PER	4"	9821 LO	5"	9971 LO	12"
5741 LO	21"	5891 LO	8"	7783 LO	5"	7933 LO	5"	8471 LO	6"	8621 LO	7"	8771 LO	10"	8921 LO	7"6"	9071 LO	7"	9221 LO	8"	9372 LO	4"	9522 LO	6"	9672 LO	5"	9822 LO	5"	9972 LO	7"
5742 LO	16"	5892 LO	8"

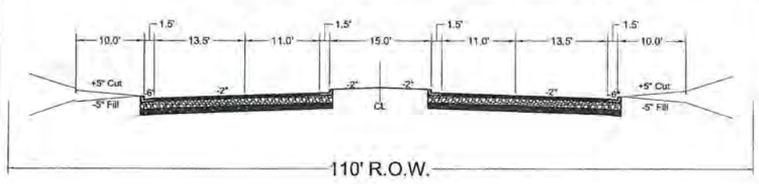
H:\Drawings\Lincoln Properties\Hill Country Galleria\Plot Sheets\Concept Plan\2 Proposed Conditions.dwg

Note 1: Anchor 2 Block - No Building to Exceed 85,000 sf.

Existing Lot Line
Proposed lot Line



Hill Country Galleria
Typical Section - Galleria Parkway
Modified, Bike Friendly COA MAD 4 Median Curb and Gutter



Scale: Not to Scale
For Illustrative/Conceptual purposes only

DATE: 07/27/06
DESIGNED: SLJ
DRAWN: CGW
CHECKED: EV
JOB NO. OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX
PROPOSED CONDITIONS
PROPOSED CONDITIONS OVERALL

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS
L.P.C.
LINCOLN PROPERTY COMPANY
IDM

SHEET NUMBER
C3.0

H:\Drawings\Lincoln Properties\Hill Country Gallery\Plot Sheets\Concept Plan\3 Proposed Conditions.dwg

Note 1: Anchor 2 Block - No Building to Exceed 85,000 sf.

Existing Lot Line
Proposed lot Line

All Proposed Grading, pond locations etc are Conceptual and for illustrative purposes only

DATE: 07/27/06
DESIGNED: SLJ
DRAWN: CGW
CHECKED: EV
JOB NO: OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX
PROPOSED CONDITIONS
PROPOSED CONDITIONS SHEET 1 OF 5

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS. L.P.C. LIMITED PARTNERSHIP COMPANY
IDM

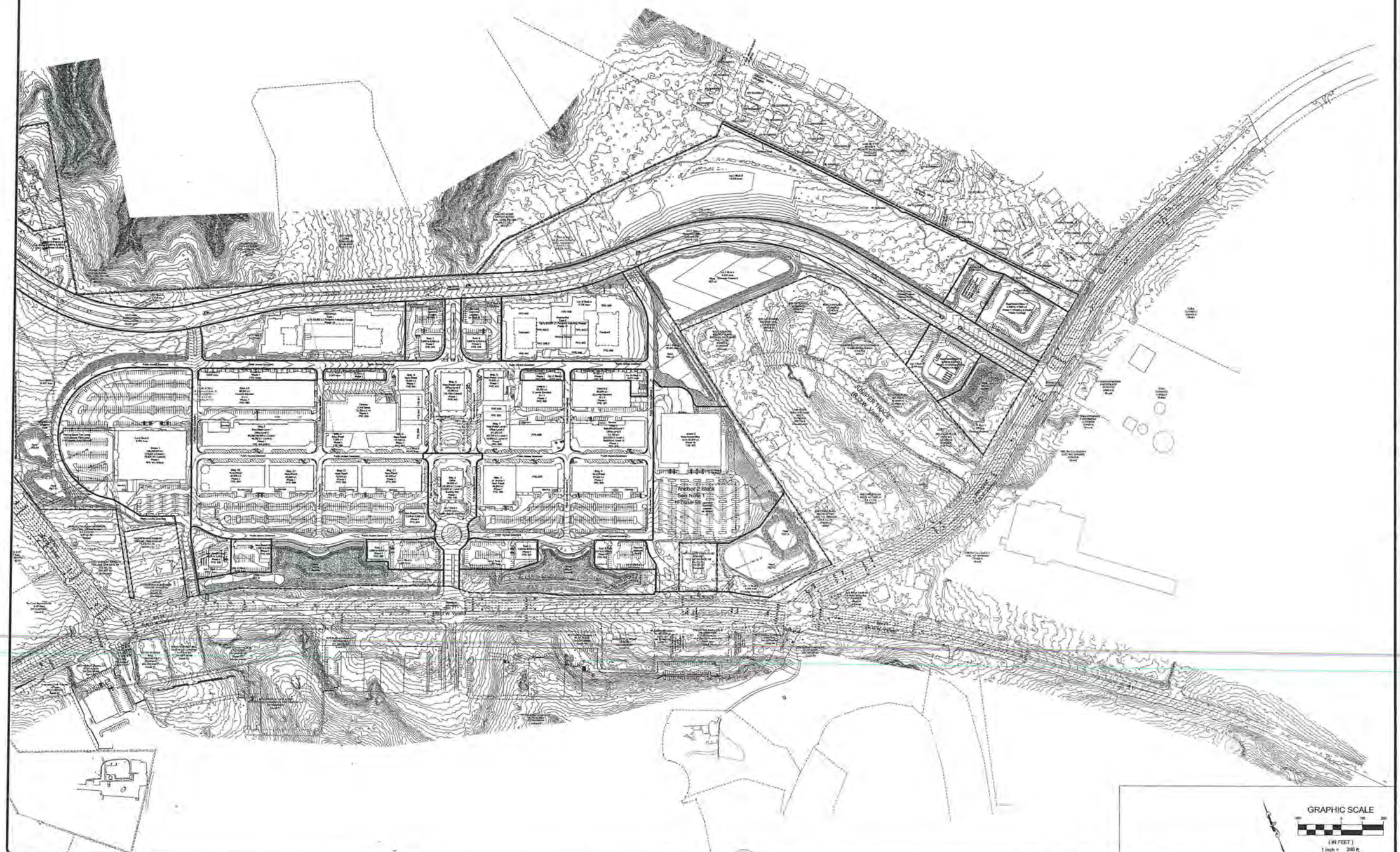
SHEET NUMBER
C3.1

H:\Drawings\Lincoln Properties\Hill Country Galleria\Plot Sheets\Concept Plan\3 Proposed Conditions.dwg

Note 1: Anchor 2 Block - No Building to Exceed 85,000 sf.

Existing Lot Line
Proposed lot Line

All Proposed Grading, pond locations etc are Conceptual and for illustrative purposes only



DATE:	07/27/05
DESIGNED:	SJ
DRAWN:	CGW
CHECKED:	EV
JOB NO.	OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description

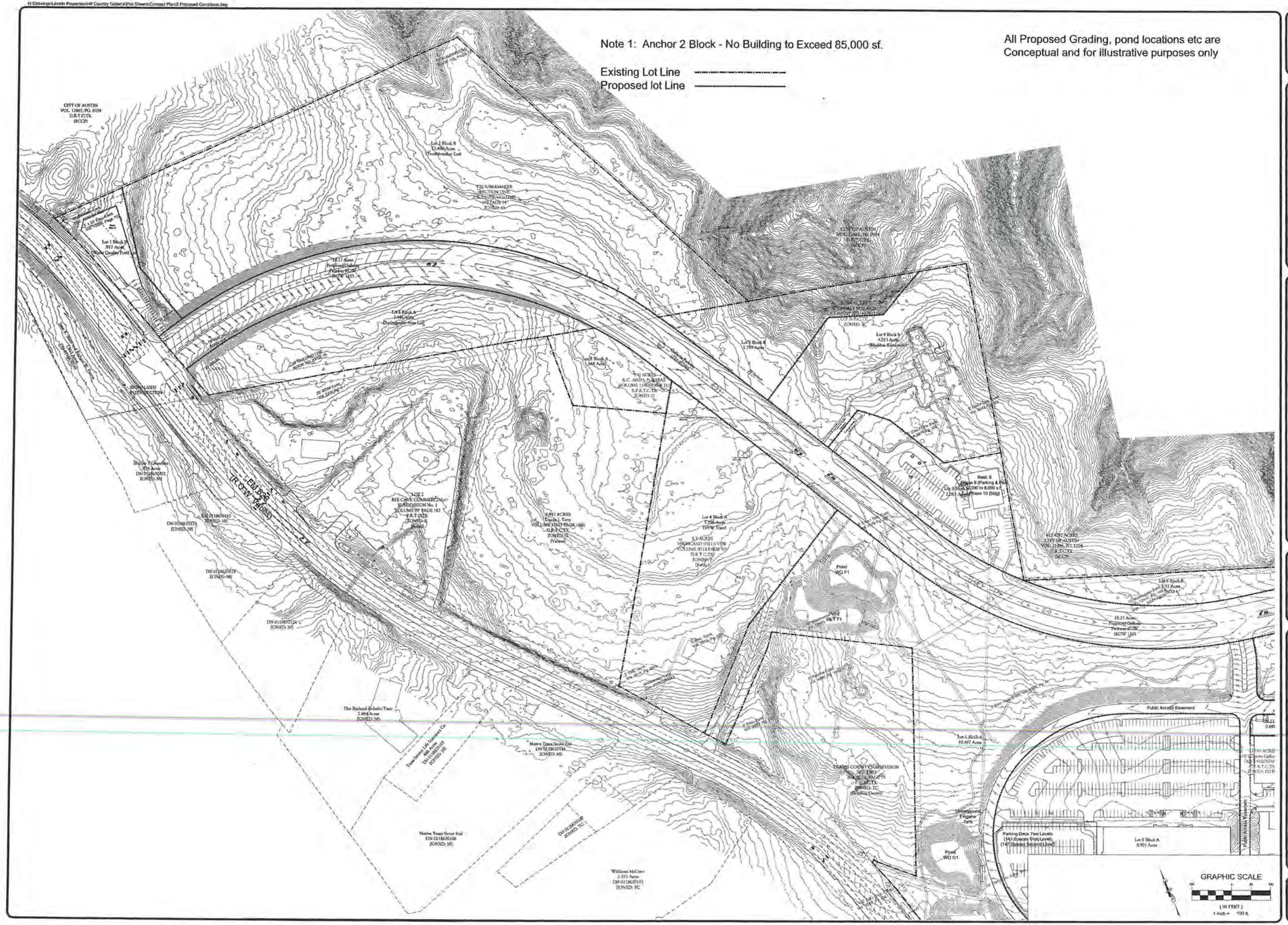
HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX
PROPOSED CONDITIONS
PROPOSED CONDITIONS SHEET 2 OF 5

OPUS
LPC
Lincoln Properties Company
IDM

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W. PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

SHEET NUMBER
C3.2

H:\Drawings\Lincoln Properties\Hill Country Galleria\Plot Sheets\Concept Plan\3 Proposed Conditions.dwg



DATE:	07/27/06
DESIGNED:	SLJ
DRAWN:	CGW
CHECKED:	EV
JOB NO:	OPU004034

CURRENT REVISIONS / CORRECTIONS

No.	Description

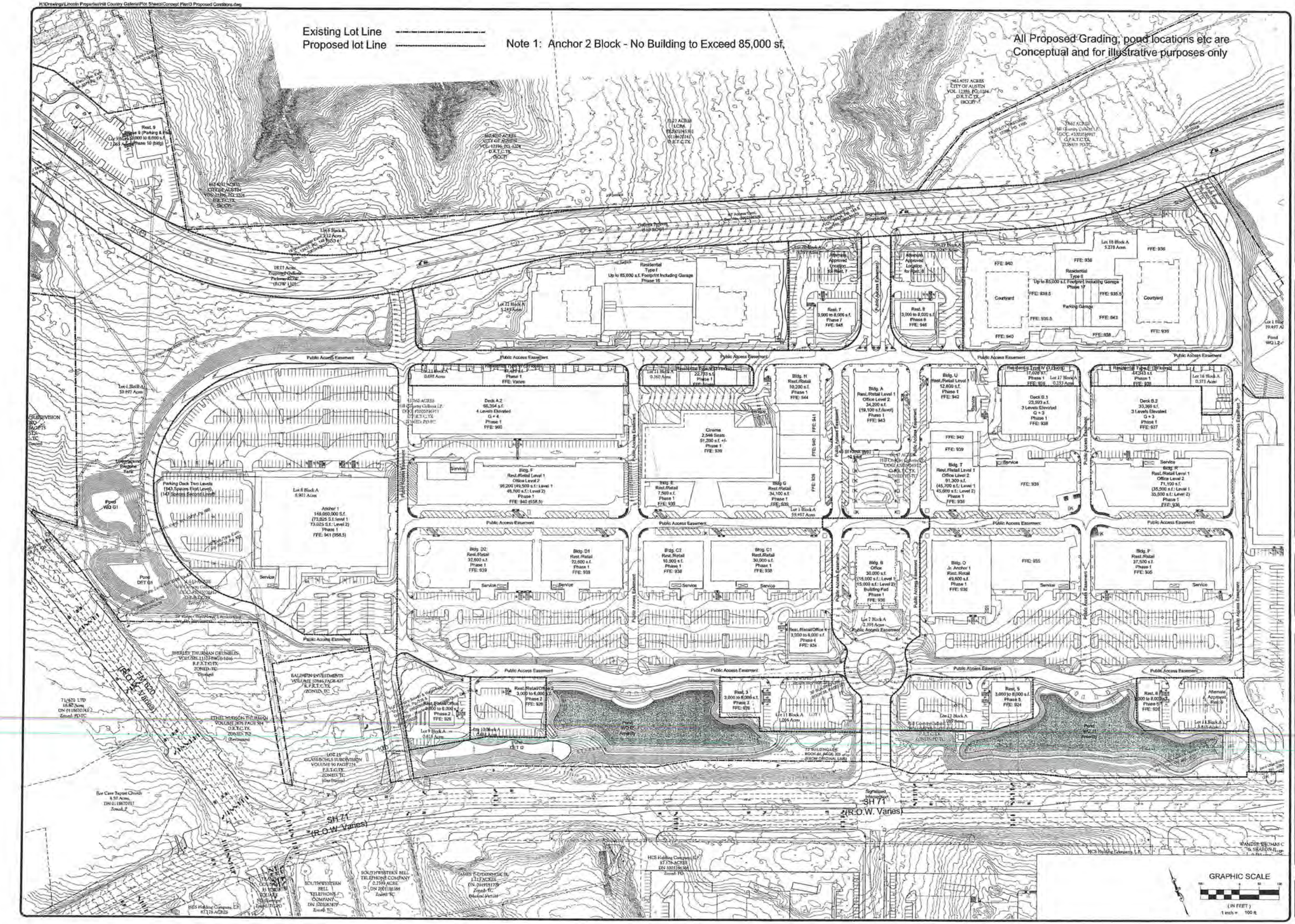
HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX
PROPOSED
PROPOSED CONDITIONS SHEET 3 OF 5

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS. LPC Landscape Architecture Development IDM

SHEET NUMBER
C3.3

H:\Drawings\Lincoln Properties\Hill Country Galleria\Plot Sheets\Concept Plan\3 Proposed Conditions.dwg



DATE:	07/27/06
DESIGNED:	SLI
DRAWN:	CGW
CHECKED:	EV
JOB NO.	OPL04034

CURRENT REVISIONS / CORRECTIONS

No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX

PROPOSED
PROPOSED CONDITIONS

CONDITIONS SHEET 4 OF 5

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS.

SHEET NUMBER
C3.4

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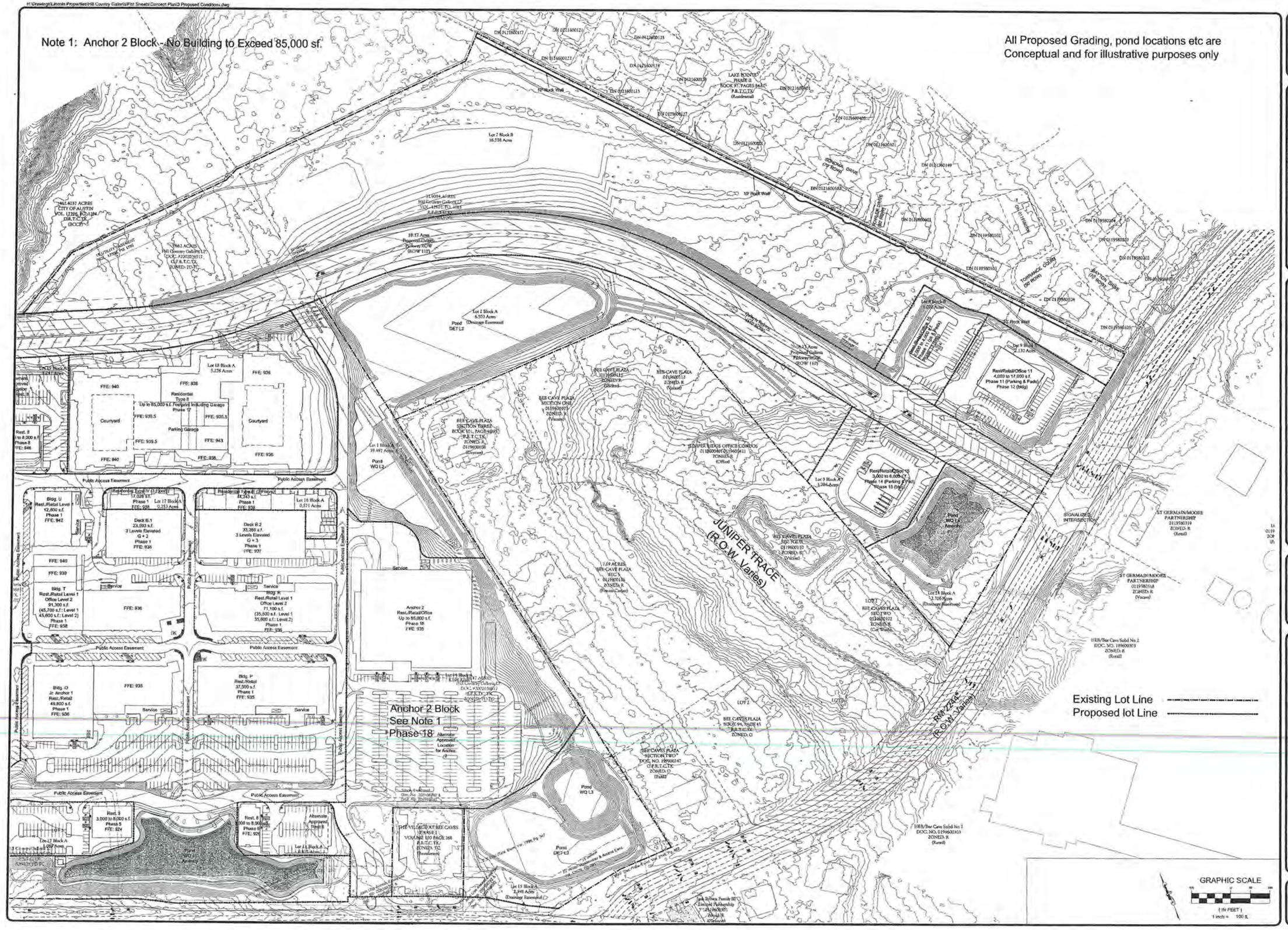


DATE:	07/27/06
DESIGNED:	SLJ
DRAWN:	CSW
CHECKED:	EV
JOB NO.	OPU004034

CURRENT REVISIONS / CORRECTIONS

No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX

PROPOSED CONDITIONS

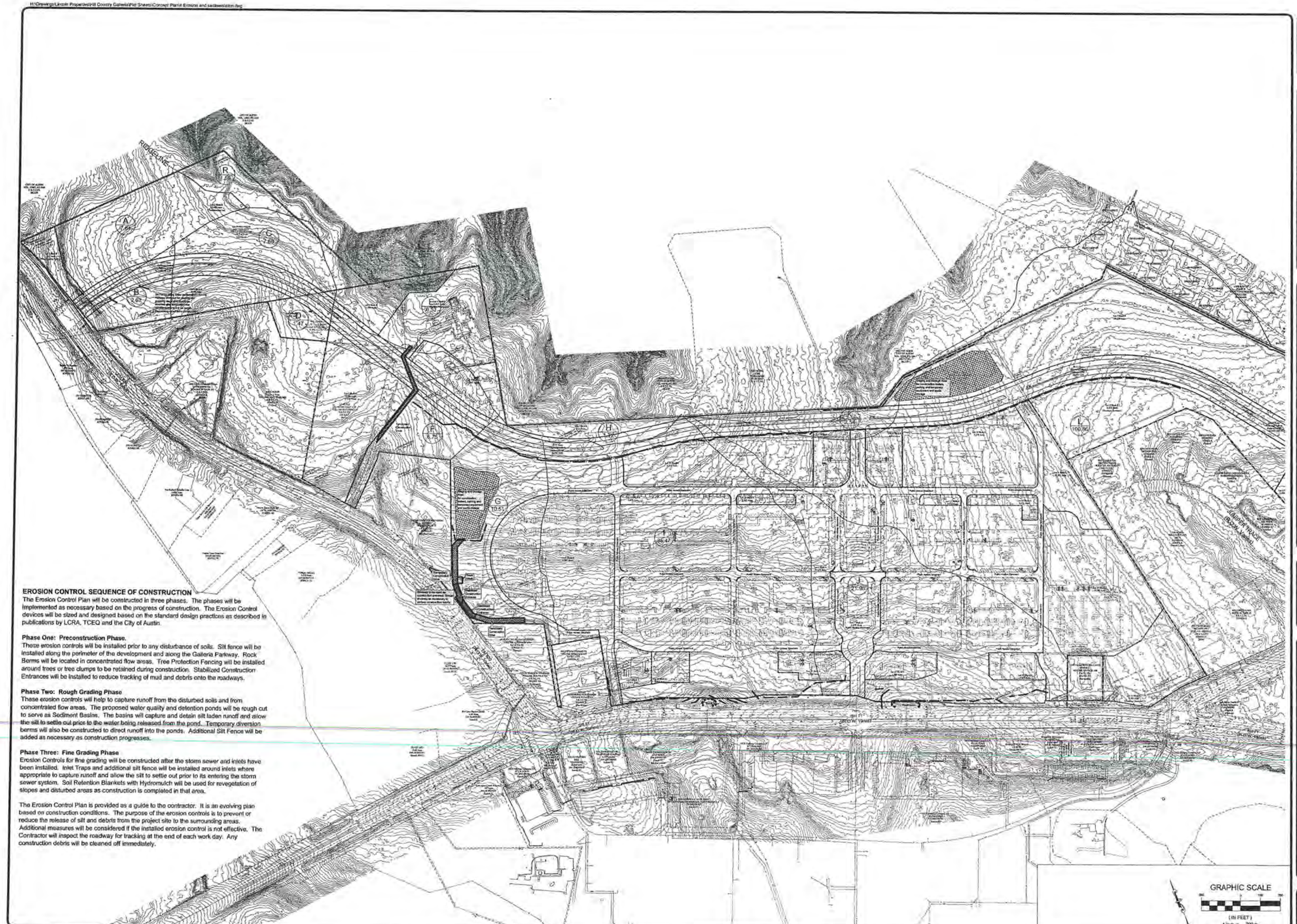
PROPOSED CONDITIONS SHEET 5 OF 5

OPUS
L.P.
LIMITED PARTNERSHIP COMPANY
IDM

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

SHEET NUMBER
C3.5

H:\Drawings\Lincoln Properties\Hill Country Galleria\Plot Sheets\Concept Plan\4 Erosion and sedimentation.dwg



EROSION CONTROL SEQUENCE OF CONSTRUCTION

The Erosion Control Plan will be constructed in three phases. The phases will be implemented as necessary based on the progress of construction. The Erosion Control devices will be sized and designed based on the standard design practices as described in publications by LCRA, TCEQ and the City of Austin.

Phase One: Preconstruction Phase.

These erosion controls will be installed prior to any disturbance of soils. Silt fence will be installed along the perimeter of the development and along the Galleria Parkway. Rock Berms will be located in concentrated flow areas. Tree Protection Fencing will be installed around trees or tree dumps to be retained during construction. Stabilized Construction Entrances will be installed to reduce tracking of mud and debris onto the roadways.

Phase Two: Rough Grading Phase

These erosion controls will help to capture runoff from the disturbed soils and from concentrated flow areas. The proposed water quality and detention ponds will be rough cut to serve as Sediment Basins. The basins will capture and detain silt laden runoff and allow the silt to settle out prior to the water being released from the pond. Temporary diversion berms will also be constructed to direct runoff into the ponds. Additional Silt Fence will be added as necessary as construction progresses.

Phase Three: Fine Grading Phase

Erosion Controls for fine grading will be constructed after the storm sewer and inlets have been installed. Inlet Traps and additional silt fence will be installed around inlets where appropriate to capture runoff and allow the silt to settle out prior to its entering the storm sewer system. Soil Retention Blankets with Hydromulch will be used for revegetation of slopes and disturbed areas as construction is completed in that area.

The Erosion Control Plan is provided as a guide to the contractor. It is an evolving plan based on construction conditions. The purpose of the erosion controls is to prevent or reduce the release of silt and debris from the project site to the surrounding areas. Additional measures will be considered if the installed erosion control is not effective. The Contractor will inspect the roadway for tracking at the end of each work day. Any construction debris will be cleaned off immediately.

DATE:	07/27/06
DESIGNED:	SLJ
DRAWN:	CGW
CHECKED:	EV
JOB NO.	OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description:
1	

HILL COUNTRY GALLERIA

VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX

EROSION AND SEDIMENTATION PLANS

SHEET 1 OF 7

OPUS
LPC
Lincoln Property Company
IDM

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

SHEET NUMBER
C4.1

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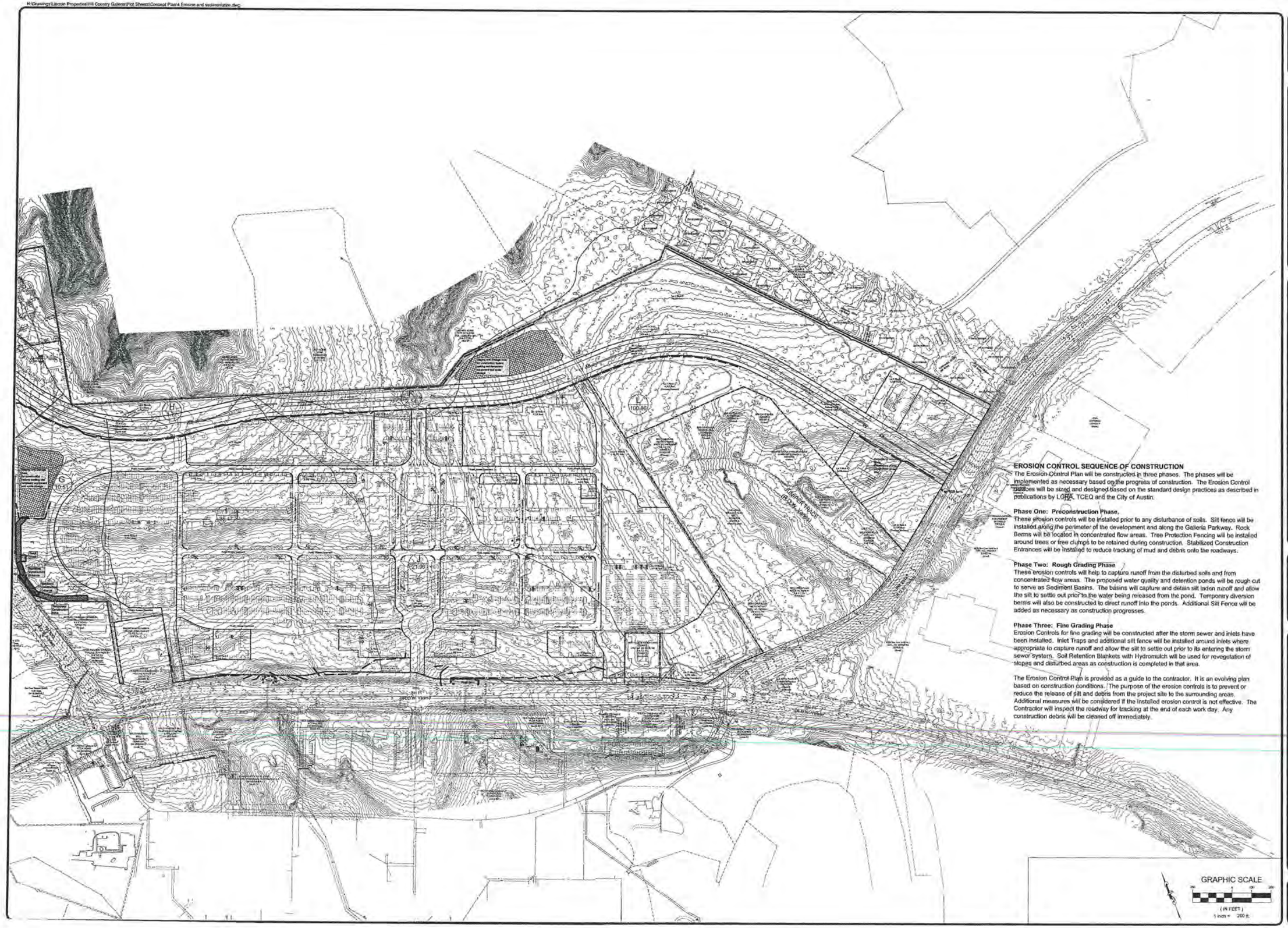

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DATE:	07/27/06
DESIGNED:	SLI
DRAWN:	CGW
CHECKED:	EV
JOB NO.	OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description
1	

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX

EROSION AND SEDIMENTATION PLANS

SHEET 2 OF 7

GARRETT-IHNEN
CIVIL ENGINEERS
2600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS.
LPC
LINCOLN PROPERTY COMPANY
IDM

SHEET NUMBER
C4.2

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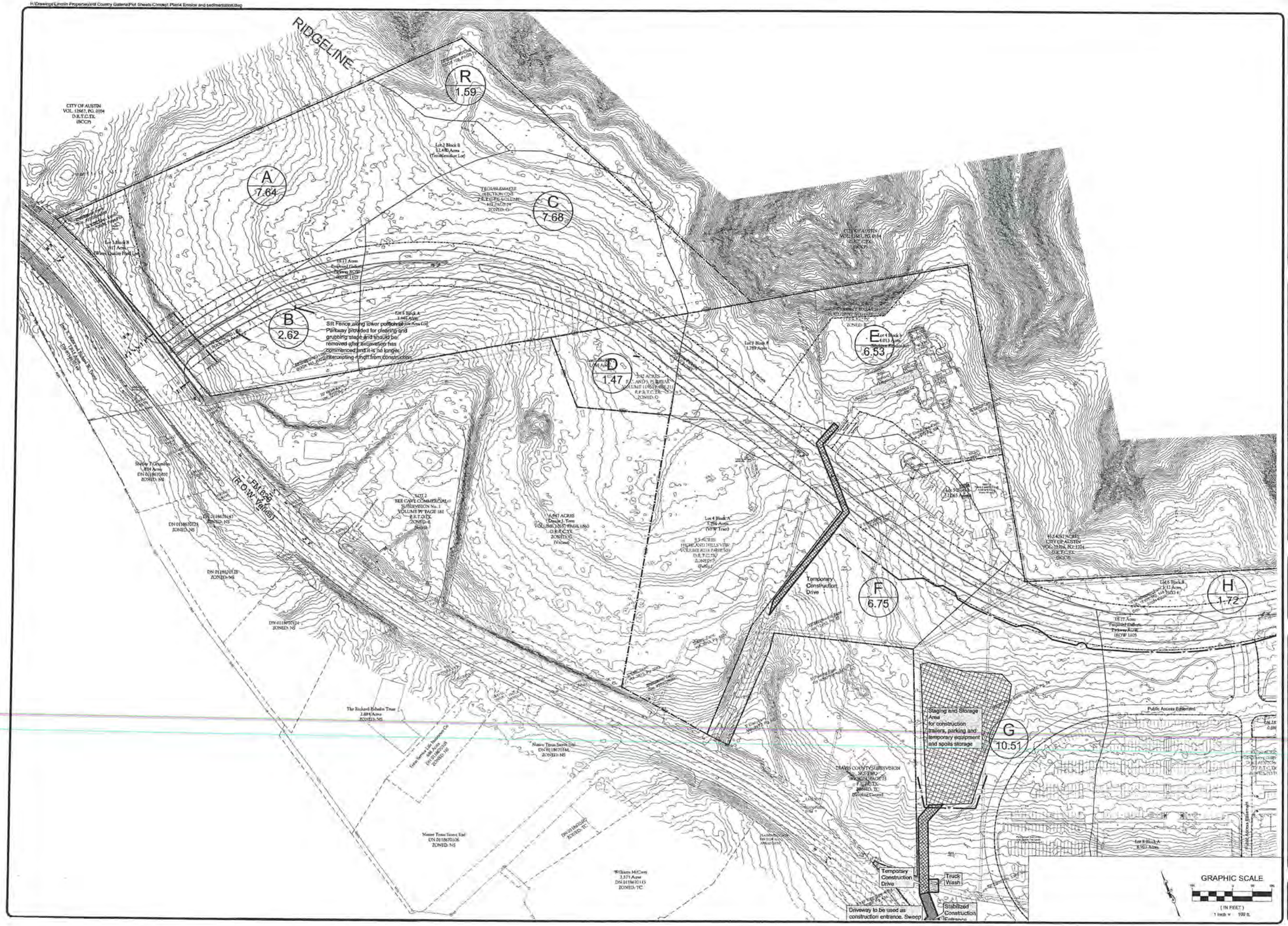

DATE:	07/27/09
DESIGNED:	SLJ
DRAWN:	CGW
CHECKED:	EV
JOB NO:	OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description
1	

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX

EROSION AND SEDIMENTATION PLANS

SHEET 3 OF 7

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS
LPC Limited Partnership Company
IDM

SHEET NUMBER
C4.3

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Staging and Storage Area for construction trailers, parking and temporary equipment and spoils storage

Staging and Storage Area for construction trailers, parking and temporary equipment and spoils storage

Temporary Construction Drive

Truck Wash

Stabilized Construction Entrance

Stabilized Construction Entrance

Temporary Construction Drive

Rock Berm

Rock Berm

SH 71 (R.O.W. Varies)

SH 71 (R.O.W. Varies)

F 5.75

G 10.51

H 1.72

I 35.47

J 21.96

K 2.54

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

DATE:	07/27/06
DESIGNED:	SL
DRAWN:	CGW
CHECKED:	EV
JOB NO.	OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX

EROSION AND SEDIMENTATION PLANS

SHEET 4 OF 7

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS
LPC
LANDTECH PARTNERS COMPANY
IDM

SHEET NUMBER
C4.4

H:\Drawings\Lincoln Properties\Hill Country Galleria\Plot Sheets\Concept Plan\4 Erosion and sedimentation.dwg

Staging and Storage Area for construction trailers, parking and temporary equipment and spoils storage

L 100.86

JUNIPER TRACE (R.O.W. Varies)

RM 2244 (R.O.W. Varies)

Relocate or remove fence if necessary during construction of pad site

Rock Berm

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

DATE:	07/27/06
DESIGNED:	SLI
DRAWN:	CGW
CHECKED:	EV
JOB NO:	OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX

EROSION AND SEDIMENTATION PLANS

SHEET 5 OF 7

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
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OPUS L.P.C. LINCOLN PROPERTY COMPANY

IDM

SHEET NUMBER
C4.5

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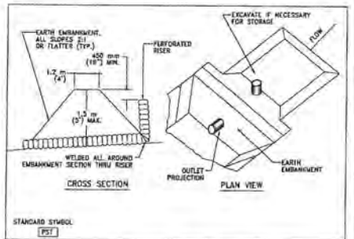
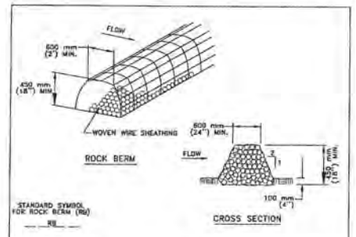


STANDARD SYMBOL: PST

GENERAL NOTES:

1. AREA UNDER EMBANKMENT SHALL BE CLEARED, GRUBBED AND STRIPPED OF ANY VEGETATION AND ROOT MAT.
2. THE FILL MATERIAL FOR THE EMBANKMENT SHALL BE FREE OF ROOTS OR OTHER WOODY VEGETATION, AS WELL AS OVERSIZED STONES, ROCKS, ORGANIC MATERIAL OR OTHER OBJECTIONABLE MATERIAL. THE EMBANKMENT SHALL BE MECHANICALLY COMPACTED TRAVERSING WITH EQUIPMENT WHILE IT IS BEING CONSTRUCTED.
3. SEDIMENT SHALL BE REMOVED AND TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE-HALF THE DESIGN DEPTH OF THE TRAP OR 150 mm (6"), WHICHEVER IS LESS. REMOVED SEDIMENT SHALL BE DEPOSITED IN AN APPROVED AREA IN A MANNER THAT IT WILL NOT ERODE.
4. THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NEEDED BY THE CONTRACTOR.
5. THE STRUCTURE SHALL BE REMOVED AND AREA STABILIZED WHEN THE DRAINAGE AREA HAS BEEN PROPERLY STABILIZED.
6. ALL CUT AND FILL SLOPES SHALL BE 2:1 OR FLATTER.
7. ALL PIPE CONNECTIONS SHALL BE WATERTIGHT.
8. THE LENGTH OF THE RISER SHALL BE PERFORATED TO ACHIEVE 40-HOUR OR GREATER DRAW-DOWN TIME.
9. FILL MATERIAL AROUND THE PIPE SPILLWAY SHALL BE MECHANICALLY COMPACTED IN 100 mm (4") LAYERS. A MINIMUM OF 600 mm (2') OF COMPACTED BACKFILL SHALL BE PLACED OVER THE PIPE SPILLWAY BEFORE CROSSING IT WITH CONSTRUCTION EQUIPMENT.

CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT		PIPE OUTLET SEDIMENT TRAP	
RECORD COPY SIGNED BY J. PATRICK MURPHY	5/27/00 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 638S-1

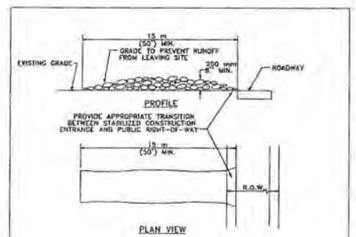


STANDARD SYMBOL FOR ROCK BERM (RB)

NOTES:

1. USE ONLY OPEN GRADED ROCK 100 to 200 mm (4 to 8") DIAMETER FOR STREAM FLOW CONDITIONS. USE OPEN GRADED ROCK 75 to 125 mm (3 to 5") DIAMETER FOR OTHER CONDITIONS.
2. THE ROCK BERM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING MAXIMUM 25 mm (1") OPENING AND MINIMUM WIRE DIAMETER OF 12.5 mm (20 GAUGE). ROCK BERMS IN CHANNEL APPLICATIONS SHALL BE ANCHORED FIRMLY INTO THE SUBSTRATE A MINIMUM OF 150 mm (6") WITH T-POSTS OR WITH 15M OR 20M (#5 OR #6) REBAR, WITH MAXIMUM SPACING APART OF 1.2 m (48") ON CENTER.
3. THE ROCK BERM SHALL BE INSPECTED WEEKLY OR AFTER EACH RAIN, AND THE STONE AND/OR FABRIC CORE-WOVEN SHEATHING SHALL BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED, DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.
4. WHEN SILT REACHES A DEPTH EQUAL TO ONE-THIRD THE HEIGHT OF THE BERM OR 150 mm (6"), WHICHEVER IS LESS, THE SILT SHALL BE REMOVED AND DISPOSED OF ON AN APPROVED SITE AND IN A MANNER THAT WILL NOT CREATE A SILTATION PROBLEM.
5. DAILY INSPECTION SHALL BE MADE ON SEVERE-SERVICE ROCK BERMS; SILT SHALL BE REMOVED WHEN ACCUMULATION REACHES 150 mm (6").
6. WHEN THE SITE IS COMPLETELY STABILIZED,THE BERM AND ACCUMULATED SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.

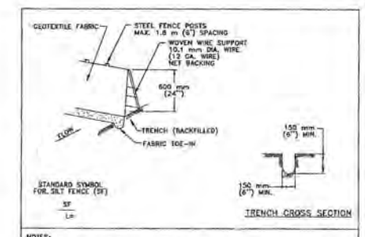
CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT		ROCK BERM	
RECORD COPY SIGNED BY J. PATRICK MURPHY	5/23/00 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 639S-1



NOTES:

1. STONE SIZE: 75-125 mm (3-5") OPEN GRADED ROCK.
2. LENGTH: AS EFFECTIVE BUT NOT LESS THAN 15 m (50').
3. THICKNESS: NOT LESS THAN 200 mm (8").
4. WIDTH: NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS/EGRESS.
5. WASHING: WHEN NECESSARY, VEHICLE WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE AND DRAINS INTO AN APPROVED TRAP OR SEDIMENT BASIN. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
6. MAINTENANCE: THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND, AS WELL AS REPAIR AND CLEAN OUT OF ANY MEASURE DEVICES USED TO TRAP SEDIMENT. ALL SEDIMENTS THAT IS SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC ROADWAY MUST BE REMOVED IMMEDIATELY.
7. DRAINAGE: ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT		STABILIZED CONSTRUCTION ENTRANCE	
RECORD COPY SIGNED BY J. PATRICK MURPHY	5/23/00 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 641S-1

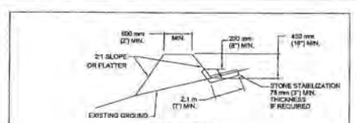


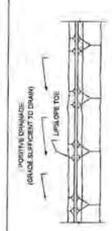
STANDARD SYMBOL FOR SILT FENCE (SF)

NOTES:

1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF 300 mm (1').
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW, WHICH FENCE CAN NOT BE TRENCHED INTO THE SURFACE (E.G. PAVEMENT), THE FABRIC FLAP SHALL BE WEIGHTED DOWN WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 150 mm (6 inches) DEEP AND 150 mm (6 inches) WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE STEEL FENCE POST.
5. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 150 mm (6 inches). THE SILT SHALL BE DISPOSED OF ON AN APPROVED SITE AND IN SUCH A MANNER THAT WILL NOT CONTRIBUTE TO ADDITIONAL SILTATION.

CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT		SILT FENCE	
RECORD COPY SIGNED BY J. PATRICK MURPHY	5/23/00 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 642S-1



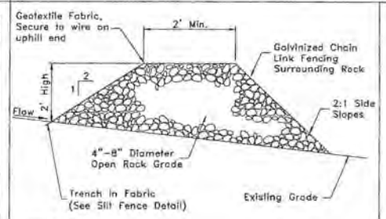


GENERAL NOTES:

1. ALL DIKES SHALL BE MACHINE COMPACTED.
2. ALL DIVERSION DIKES SHALL HAVE POSITIVE DRAINAGE TO AN OUTLET.
3. a. DIVERTED RUNOFF FROM A PROTECTED OR STABILIZED AREA SHALL HAVE ITS FLOW DIRECTED TO AN UNDISTURBED STABILIZED AREA OR INTO A LEVEL SPREADER OR GRADE STABILIZATION STRUCTURE.
   b. DIVERTED RUNOFF FROM A DISTURBED OR EXPOSED AREA SHALL BE CONVEYED TO A SEDIMENT TRAPPING DEVICE, SUCH AS A ROCK BERM, BRUSH BOOM, STONE OUTLET STRUCTURE, SEDIMENT TRAP OR SEDIMENT BASIN OR TO AN AREA PROTECTED BY ANY OF THESE PRACTICE.
4. UNLESS OTHERWISE SPECIFIED, EROSION STABILIZATION SHALL BE OPEN GRADED ROCK 75-125 mm (3-5") IN DIAMETER PLACED IN A 75 mm (3") THICK LAYER AND EMBEDDED INTO THE SOIL.
5. INSPECTION SHALL BE CONDUCTED WEEKLY OR AFTER EACH RAINFALL EVENT.

STANDARD SYMBOL

CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT		PERIMETER DIKE	
RECORD COPY SIGNED BY J. PATRICK MURPHY	5/27/00 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 635S-1

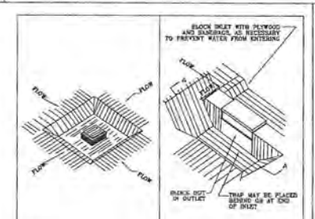


General Notes:

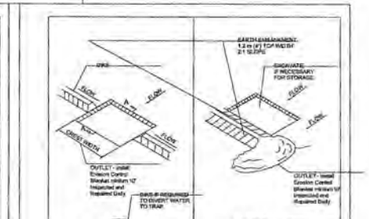
1. Use only open graded rock 4-8 inches in diameter for streamflow conditions.
2. The rock berm shall be secured with a woven wire sheathing having a maximum 1 inch opening and minimum wire diameter of 20 gauge secured with hog rings. For severe service, the sheathing must be secured or staked to the stream bed.
3. Severe service beams shall be inspected daily, and the stone and/or fabric and woven wire sheathing shall be replaced when the structure ceased to function as intended, due to silt accumulation among the rocks, washout, construction traffic damage, etc. Silt shall be removed before accumulation reaches 6 inches.
4. Accumulated silt shall be removed and disposed of in an approved site and in a manner as to not create a situation problem.
5. The Environmental Code Review and Inspection Division will determine whether the severe rock berm will remain on the site after construction/development activity has ended.
6. Rock berms constructed within the TxDot right-of-way will have a side slope of 1:6 (H:V).

Severe Service Rock Berm with Filler Fabric

N.T.S.



CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT		STORM INLET SEDIMENT TRAP	
RECORD COPY SIGNED BY J. PATRICK MURPHY	5/27/00 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 632S-1



CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT		EARTH OUTLET SEDIMENT TRAP	
RECORD COPY SIGNED BY J. PATRICK MURPHY	5/23/00 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 624S-1

DATE: 07/27/06
DESIGNED: SLI
DRAWN: CGW
CHECKED: EV
JOB NO: OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description
1	

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX

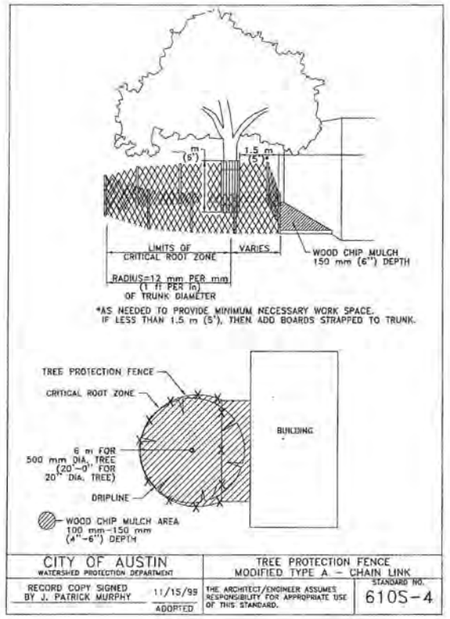
EROSION AND SEDIMENTATION DETAILS

SHEET 6 OF 7

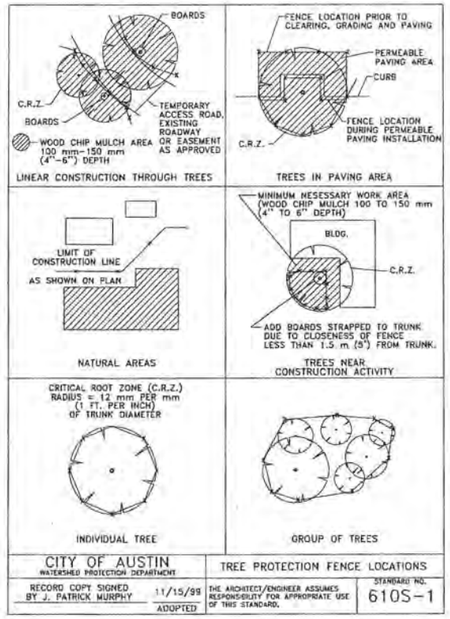
GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS
LPC
IDM

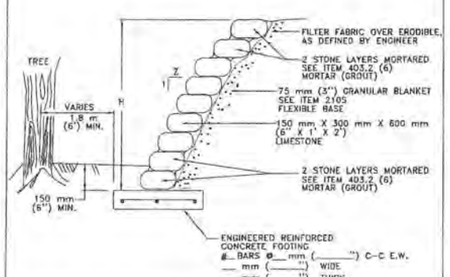
SHEET NUMBER
C4.6



CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT	TREE PROTECTION FENCE MODIFIED TYPE A. - CHAIN LINK	
RECORD COPY SIGNED BY J. PATRICK MURPHY 11/15/99 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 610S-4



CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT	TREE PROTECTION FENCE LOCATIONS	
RECORD COPY SIGNED BY J. PATRICK MURPHY 11/15/99 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 610S-1



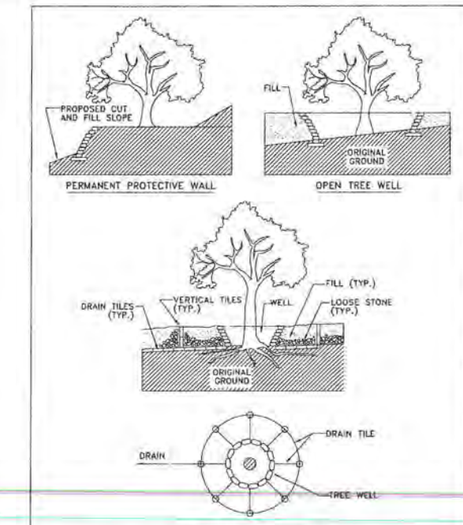
THIS STANDARD APPLIES ONLY UNDER THE FOLLOWING CONDITIONS:

A. H AND Z ARE SPECIFIED ON THE DRAWING.
B. GROUNDWATER IS NO HIGHER THAN THE BOTTOM OF THE FOOTING.
C. THE MATERIAL BELOW THE FOOTING IS FIRM AND STABLE.
D. THE MATERIAL BEHIND THE WALL HAS A LEVEL SURFACE.
E. THE MATERIAL IN FRONT OF THE WALL HAS A SLOPE NO STEEPER THAN 4 HORIZONTAL TO 1 VERTICAL.
F. THE FACE OF THE WALL IS NO STEEPER THAN 1 HORIZONTAL TO 2 VERTICAL.
G. SURCHARGE LOADS BEHIND THE WALL ARE NO CLOSER THAN DISTANCE H FROM THE TOP OF WALL.

NOTES:

1. DESIGN AND CONSTRUCTION OF ROCK WALL SHALL CONFORM TO THE REQUIREMENTS OF CITY CODE 16-7-2, PLACEMENT OF FENCES IN STREET CORNER AREAS, AND THE CITY OF AUSTIN TRANSPORATION CRITERIA MANUAL FOR MINIMIM SIGHT DISTANCE.
2. CONCRETE SHALL CONFORM TO ITEM 403, "CONCRETE FOR STRUCTURES".

CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT	TREE PROTECTION, TREE WELLS	
RECORD COPY SIGNED BY J. PATRICK MURPHY 3/27/00 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 610S-6 1 OF 2



CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT	TREE PROTECTION, TREE WELLS	
RECORD COPY SIGNED BY J. PATRICK MURPHY 3/27/00 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 610S-6 2 OF 2

Village of Bee Cave Standard Notes for Tree and Natural Area Protection

1. All trees and natural areas shown on plan to be preserved shall be protected during construction with temporary fencing.
2. Protective fences shall be erected according to City of Austin standards for tree protection.
3. Protective fences shall be installed prior to the start of any site preparation work (clearing, grubbing or grading), and shall be maintained throughout all phases of the construction project.
4. Erosion and sedimentation control barriers shall be installed or maintained in a manner that does not result in soil build-up within tree drip lines.
5. Protective fences shall surround the trees or group of trees, and will be located at the outermost limit of branches (drip line), for natural areas, protective fences shall follow the limit of construction line, in order to prevent the following:
   A. Soil compaction in the root zone area resulting from vehicular traffic or storage of equipment or materials;
   B. Root Zone disturbances due to grade changes (greater than six inches (6) cut or fill), or trenching not reviewed by the contract arborist and authorized by the Village of Bee Cave Building Official.
   C. Wounds to exposed roots, trunk or limbs by mechanical equipment;
   D. Other activities detrimental to trees such as chemical storage, cement truck cleaning, and fires.
6. Exceptions to installing fences at tree drip lines may be permitted in the following cases:
   A. Where there is to be an approved grade change, impermeable paving surface, tree well, or other such site development, erect the fence approximately two (2) feet to four (4) feet beyond the area disturbed;
   B. Where permeable paving is to be installed within a tree's drip line, erect the fence at the outer limits of the permeable paving area (prior to site grading so that this area is graded separately prior to paving installation to minimize root damage.
   C. Where trees are close to proposed buildings, erect the fence to allow sox (6) feet to ten (10) feet of work space between the fence and the building;
   D. Where there are severe space constraints due to tract size, or other special requirements, contact the Village of Bee Cave Building Official at 263-2151 and the contract arborist to discuss alternatives.
   E. For the protection of natural areas, no exceptions to installing fences at the limit of construction line will be permitted.
7. Where any of the above exceptions result in a fence being closer than four (4) feet to a tree trunk, protect the trunk with strapped-on planking to a height of eight (8) feet or to the limits of the lower branches in addition to the reduced fencing provided.
8. Trees approved for removal shall be removed in a manner that does not impact trees to be preserved.
9. Any roots exposed by construction activity shall be pruned flush with the soil. Backfill root areas with a good quality top soil as soon as possible. If exposed root areas are not backfilled within two (2) days, cover them with organic material in a manner that reduces soil temperature and minimizes water loss due to evaporation.
10. Any trenching required for the installation of landscape irrigation shall be placed as far from existing tree trunks as possible.
11. No landscape topsoil dressing greater than four (4) inches shall be permitted within the drip line of the trees. No soil is permited on the root flare of any tree.
12. Pruning to provide clearance for structures, vehicular traffic and equipment shall take place before damage occurs (ripping of branches, etc.).
13. All finished pruning shall be done according to recognized, approved standards of the industry (reference the national Arborist Association Pruning Standards for Shade Trees) and the guidelines of Ordinace 03-04-22-C as it relates to prevention of Oak Wilt in the Village of Bee Caves and specifically Sec. 8.407 through Sec. 8.411.
14. Deviations from the above notes may be considered ordinance violations if there is substantial non-compliance or if a tree sustains damage as a result.

DATE: 07/27/06
DESIGNED: SLI
DRAWN: CGW
CHECKED: EV
JOB NO: OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX
TREE PROTECTION DETAILS
SHEET 7 OF 7

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS
J.P.C.
IDM

SHEET NUMBER
C4.7

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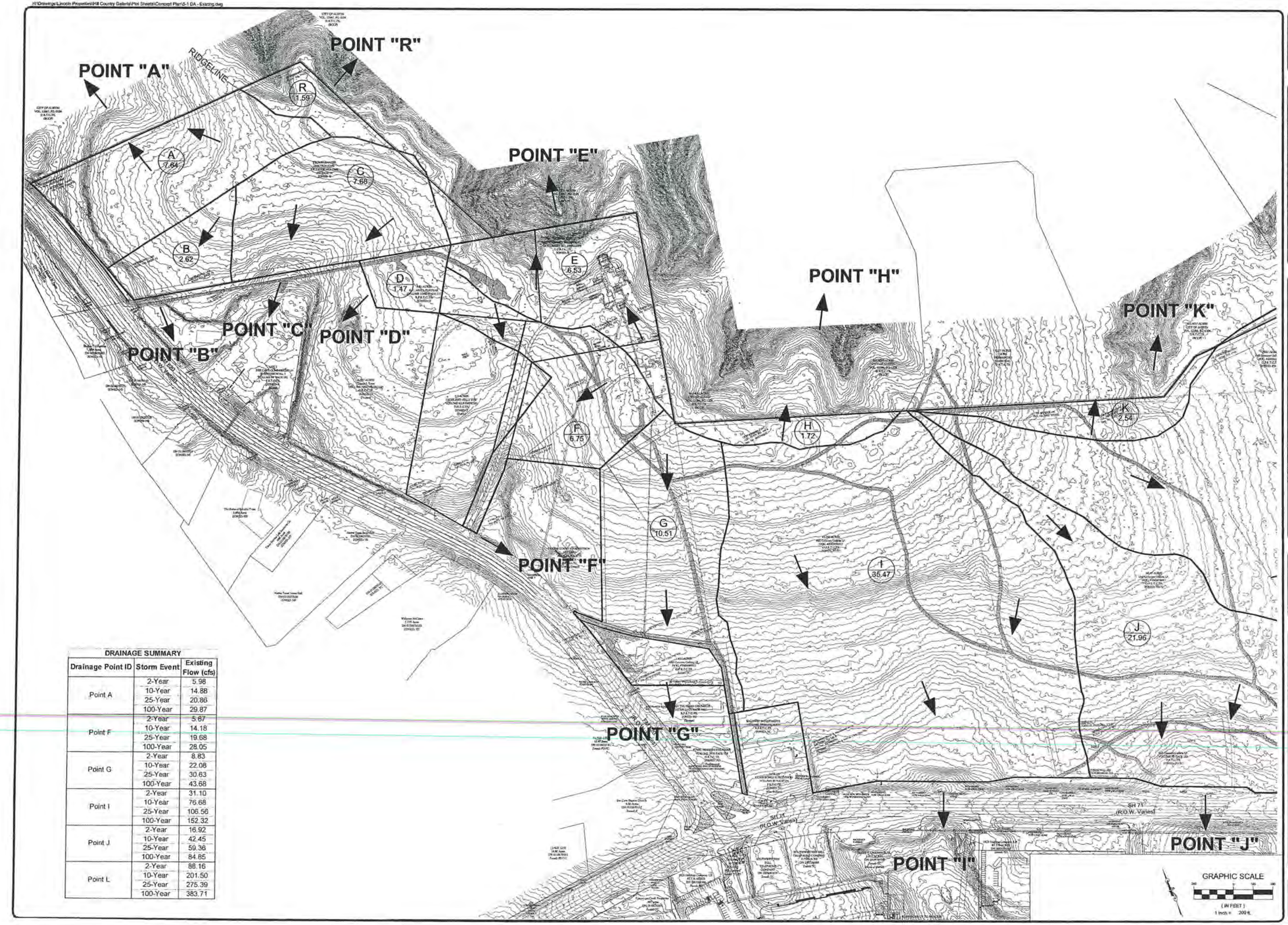

DRAINAGE SUMMARY

Drainage Point ID	Storm Event	Existing Flow (cfs)
Point A	2-Year	5.98
	10-Year	14.88
	25-Year	20.86
	100-Year	29.87
Point F	2-Year	5.67
	10-Year	14.18
	25-Year	19.68
	100-Year	28.05
Point G	2-Year	8.83
	10-Year	22.08
	25-Year	30.63
	100-Year	43.68
Point I	2-Year	31.10
	10-Year	76.68
	25-Year	106.56
	100-Year	152.32
Point J	2-Year	16.92
	10-Year	42.45
	25-Year	59.36
	100-Year	84.85
Point L	2-Year	88.16
	10-Year	201.50
	25-Year	275.39
	100-Year	383.71

DATE: 07/27/06
DESIGNED: SLI
DRAWN: CGW
CHECKED: EV
JOB NO: OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX
EXISTING DRAINAGE AREAS
SHEET 1 OF 2

OPUS
L.P.C.
LANDSCAPE ARCHITECT CONSULTANT
IDM

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

SHEET NUMBER
C5.1

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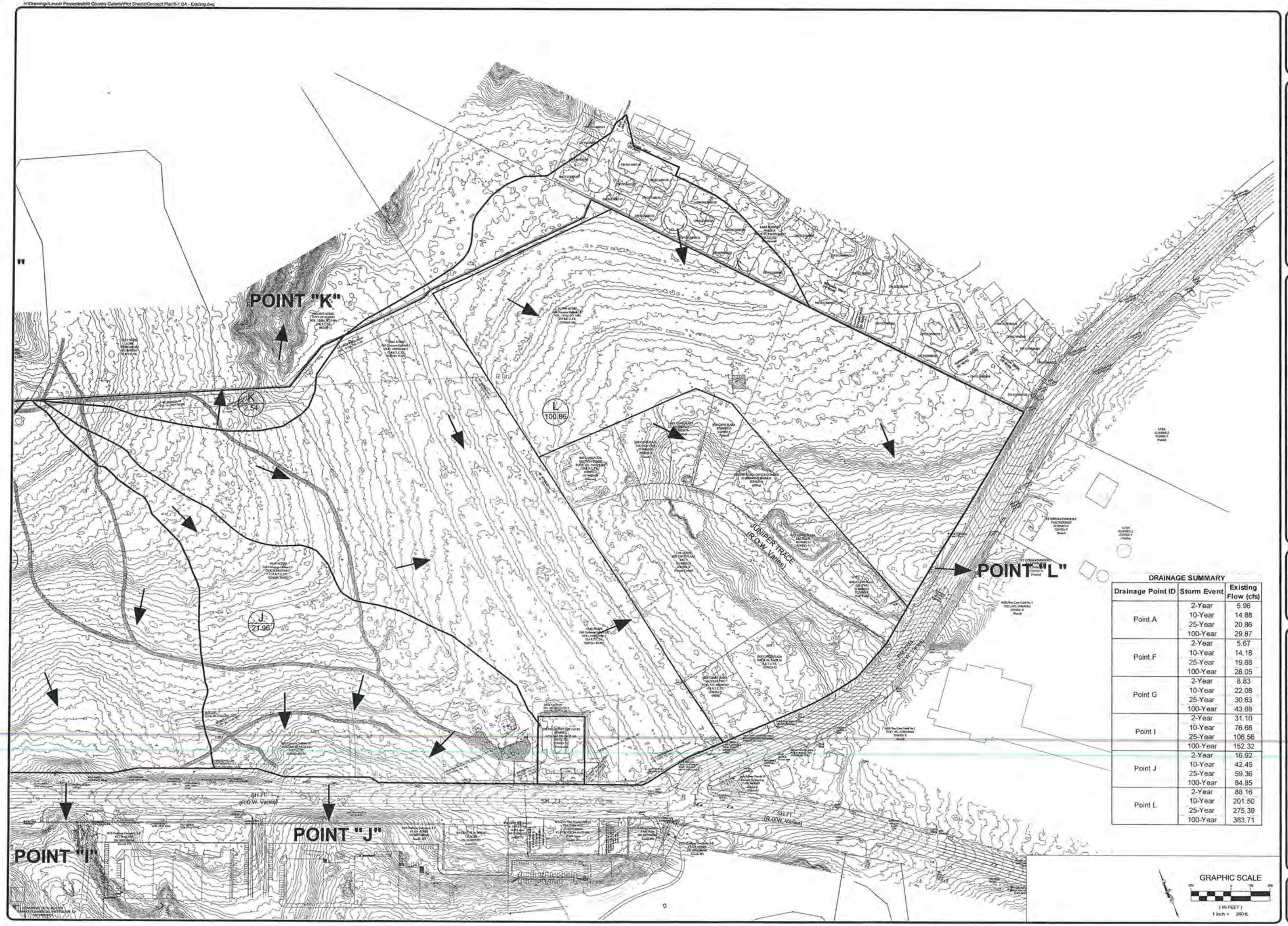

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	25-Year	275.39
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DATE: 07/27/06
DESIGNED: SLI
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CHECKED: EV
JOB NO. OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX

EXISTING DRAINAGE AREAS
SHEET 2 OF 2

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS
L.P.C.
LINCOLN PROPERTY COMPANY
IDM

SHEET NUMBER
C5.2

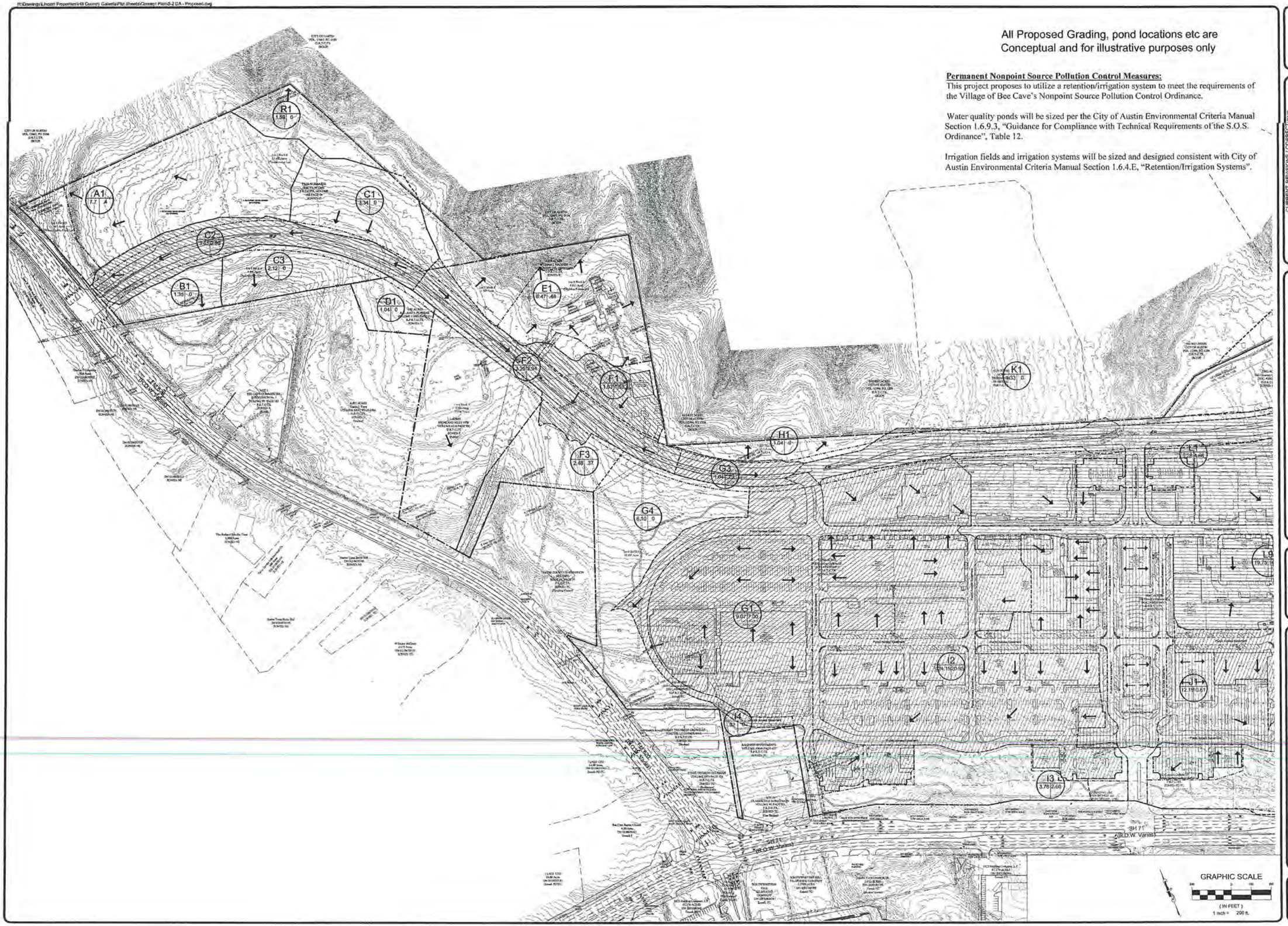
H:\Drawings\Lincoln Properties\Hill Country Galleria\Plot Sheets\Concept Plan\S-2 DA - Proposed.dwg

All Proposed Grading, pond locations etc are Conceptual and for illustrative purposes only

Permanent Nonpoint Source Pollution Control Measures:
This project proposes to utilize a retention/irrigation system to meet the requirements of the Village of Bee Cave's Nonpoint Source Pollution Control Ordinance.

Water quality ponds will be sized per the City of Austin Environmental Criteria Manual Section 1.6.9.3, "Guidance for Compliance with Technical Requirements of the S.O.S. Ordinance", Table 12.

Irrigation fields and irrigation systems will be sized and designed consistent with City of Austin Environmental Criteria Manual Section 1.6.4.E, "Retention/Irrigation Systems".



DATE:	07/27/06
DESIGNED:	SLJ
DRAWN:	CGW
CHECKED:	EV
JOB NO.	OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description
1	

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX

PROPOSED DRAINAGE AREAS

SHEET 1 OF 2

GARRETT-IHNEN
CIVIL ENGINEERS
3500 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS
L.P.C.
Lincoln Properties Company
IDM

SHEET NUMBER
C5.3

H:\Drawings\Lincoln Properties\Hill Country Galleria\Plot Sheets\Concept Plan\G-2 DA - Proposed.dwg

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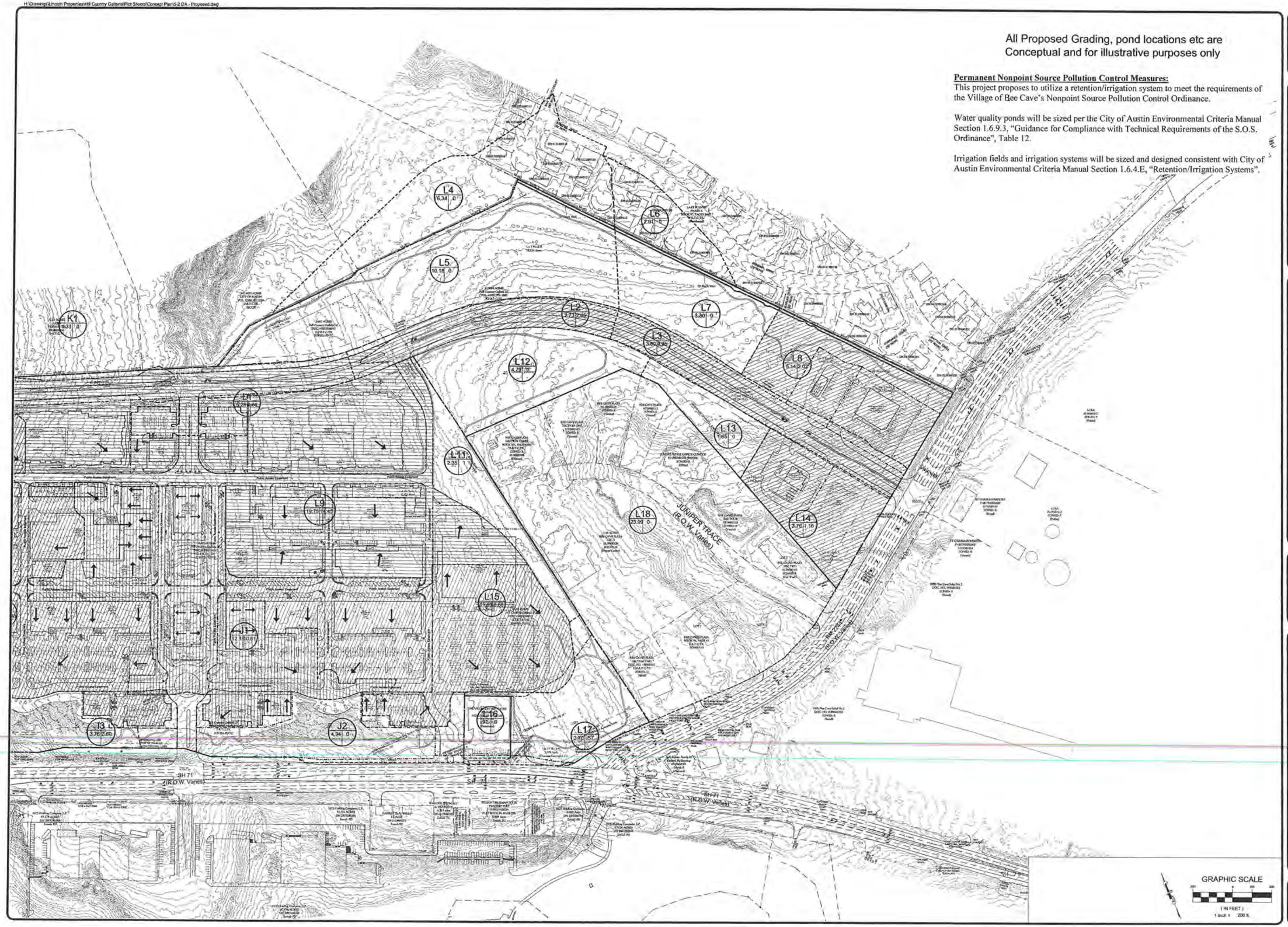

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DESIGNED:	SLI
DRAWN:	CGW
CHECKED:	EV
JOB NO:	OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX
PROPOSED DRAINAGE AREAS
SHEET 2 OF 2

OPUS.
L.P.
Lincoln Properties Company
IDM
GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

SHEET NUMBER
C5.4

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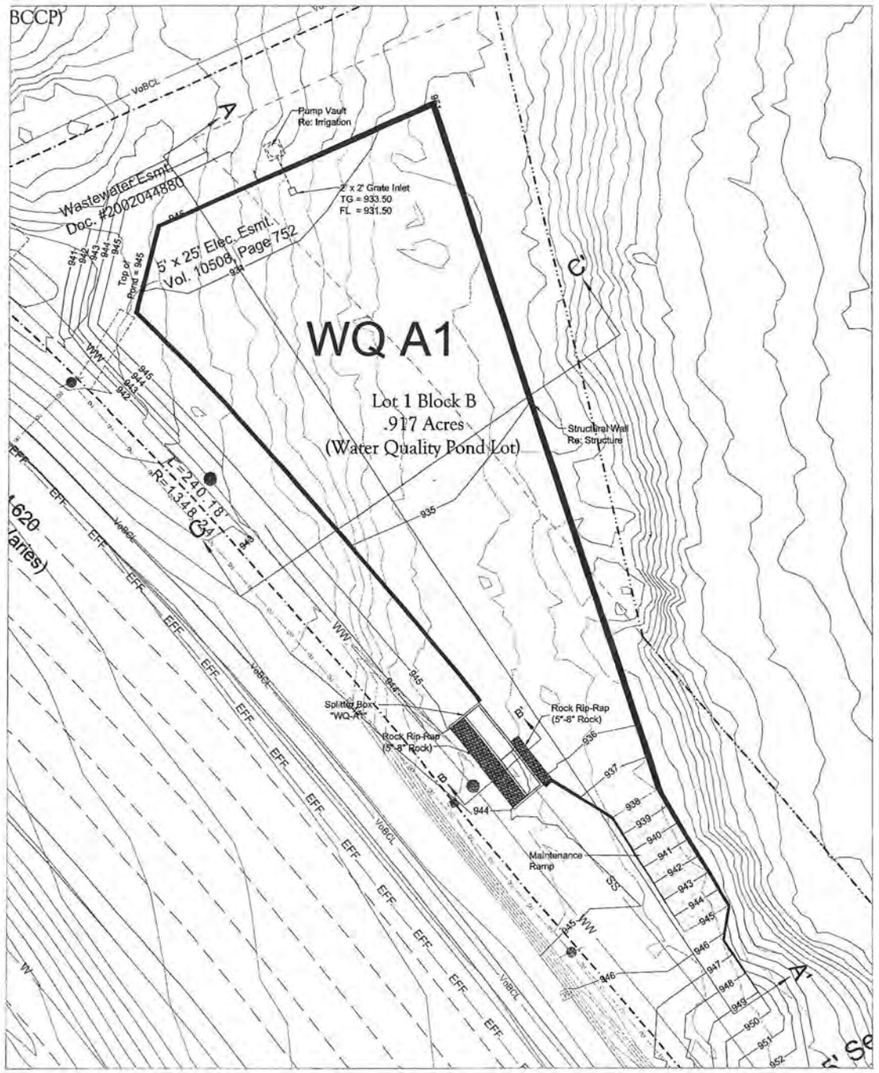

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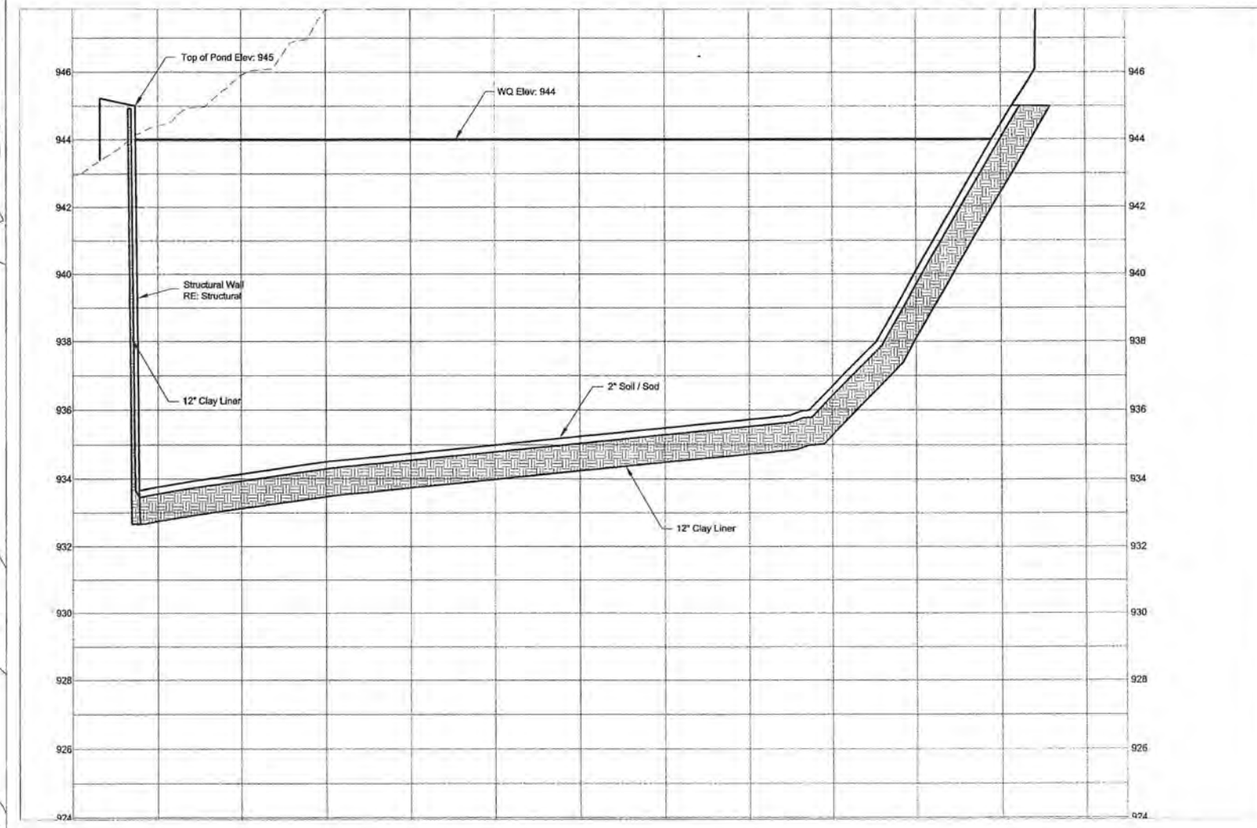

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Vertical 1"=2'

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

DATE: 07/27/06
DESIGNED: SLI
DRAWN: CGW
CHECKED: EV
JOB NO. OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX
PONDS
WQ POND A1

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARKER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS. L.P.C.

SHEET NUMBER
C5.5

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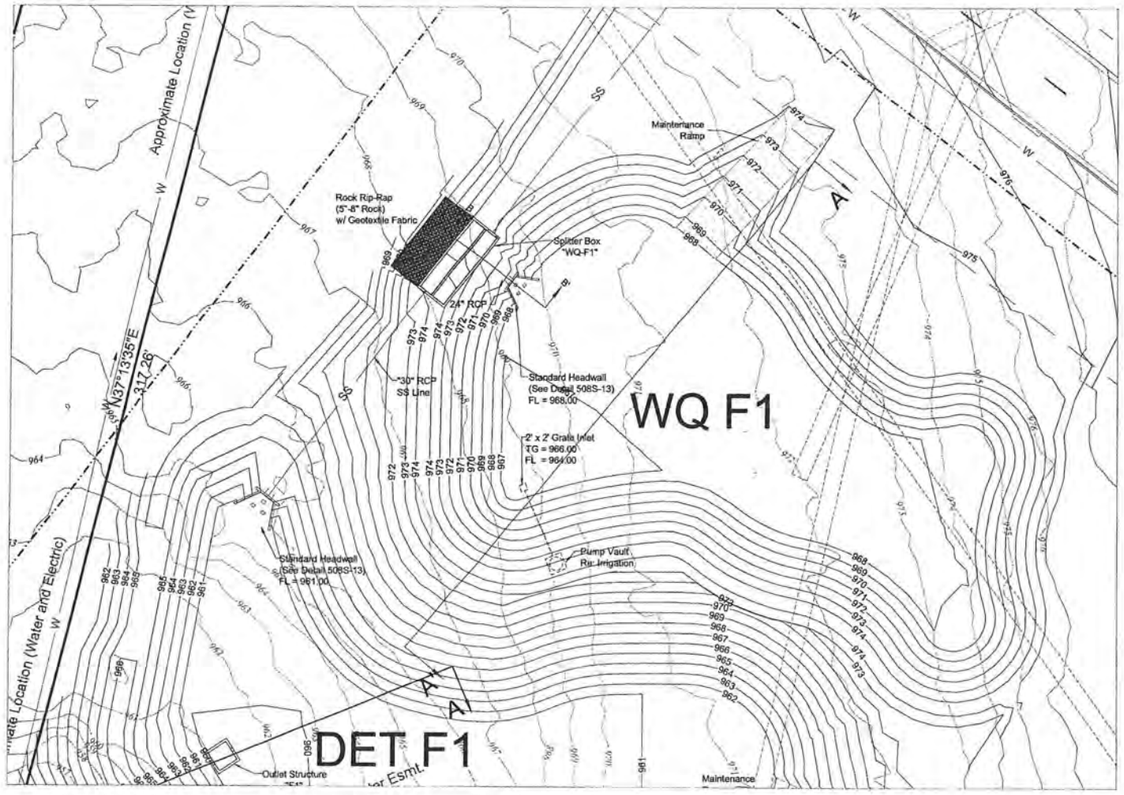

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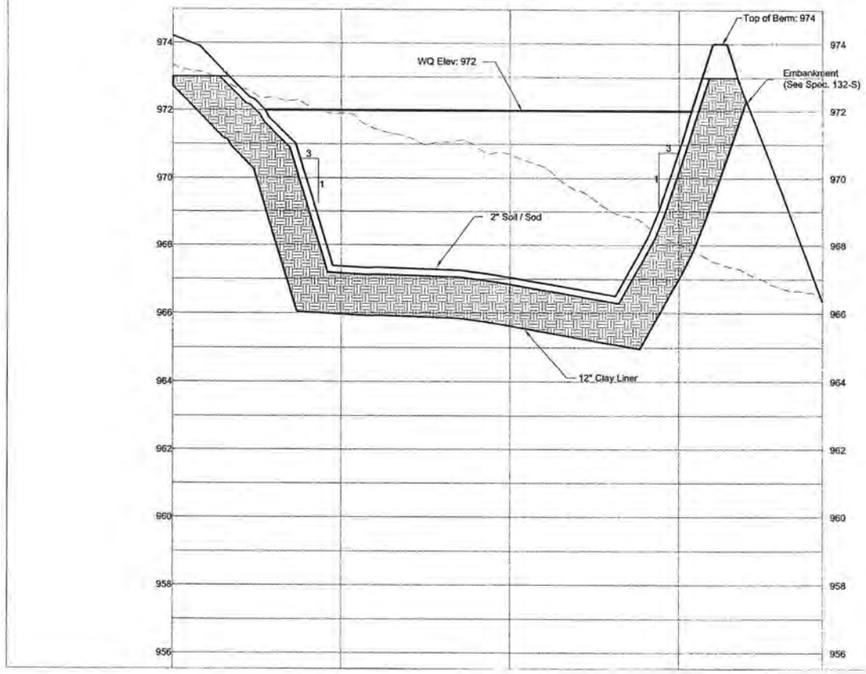

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(IN FEET)
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DATE:	07/27/06
DESIGNED:	SLI
DRAWN:	CGW
CHECKED:	EV
JOB NO:	OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX
PONDS
WQ POND F1

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS
L.P.C.
LINCOLN PROPERTY COMPANY
IDM

SHEET NUMBER
C5.6

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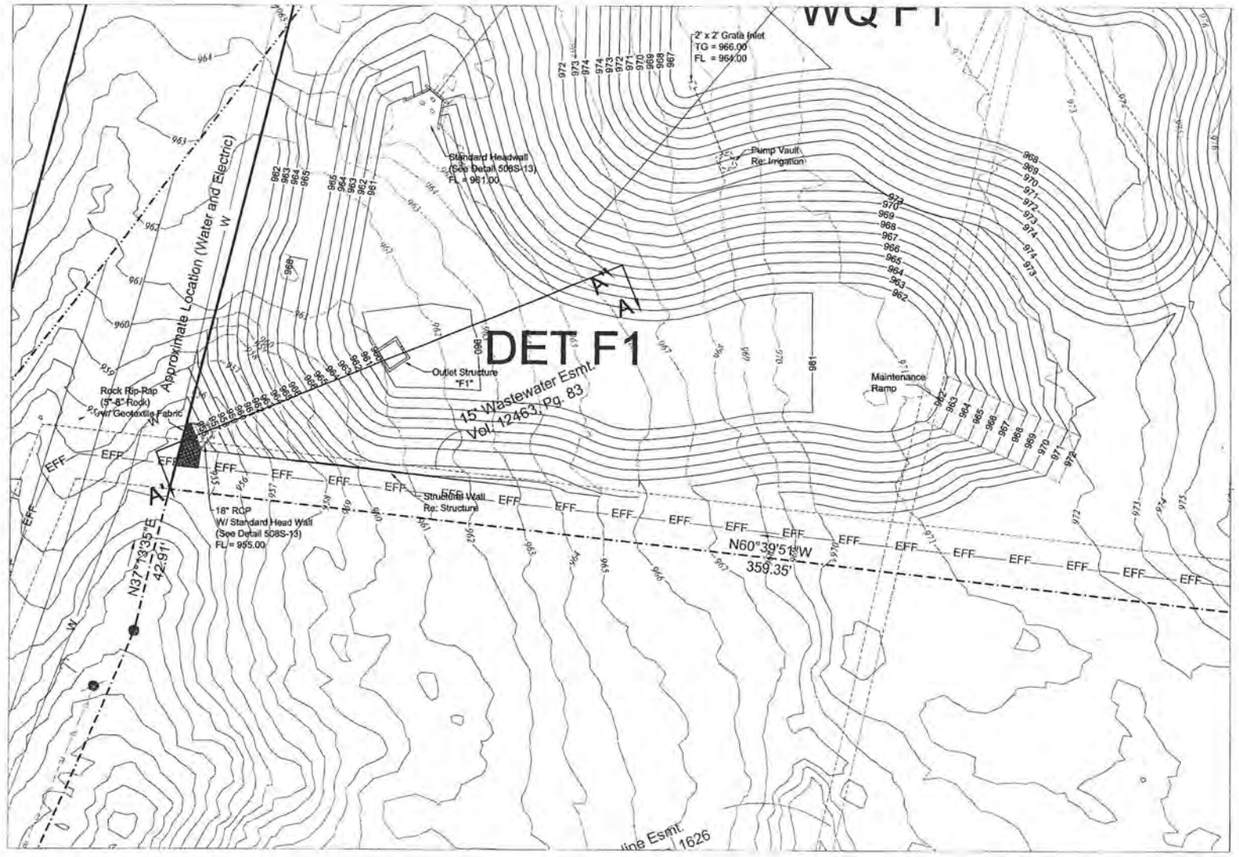

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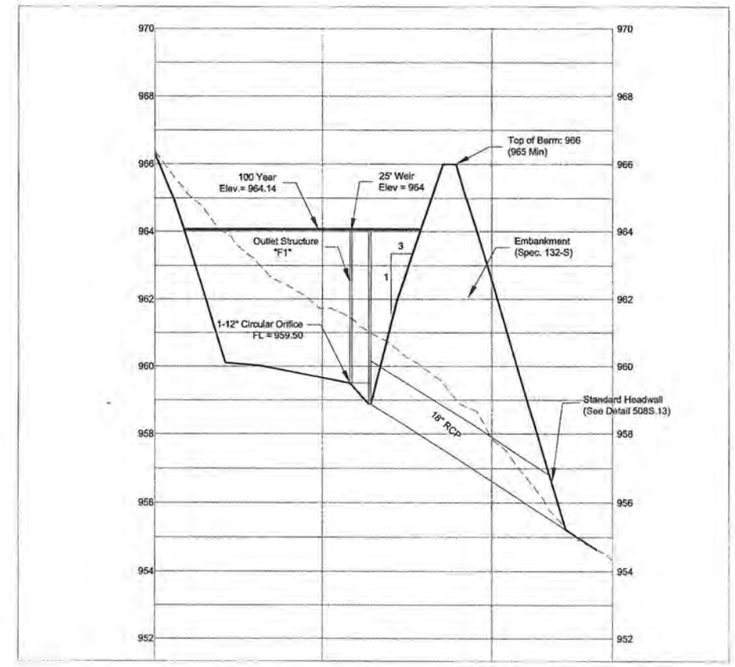

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DATE:	07/27/06
DESIGNED:	SLI
DRAWN:	CGW
CHECKED:	EV
JOB NO.	OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX
PONDS
DET POND F1

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS.
LPC
LINCOLN PROPERTY COMPANY
IDM

SHEET NUMBER
C5.7

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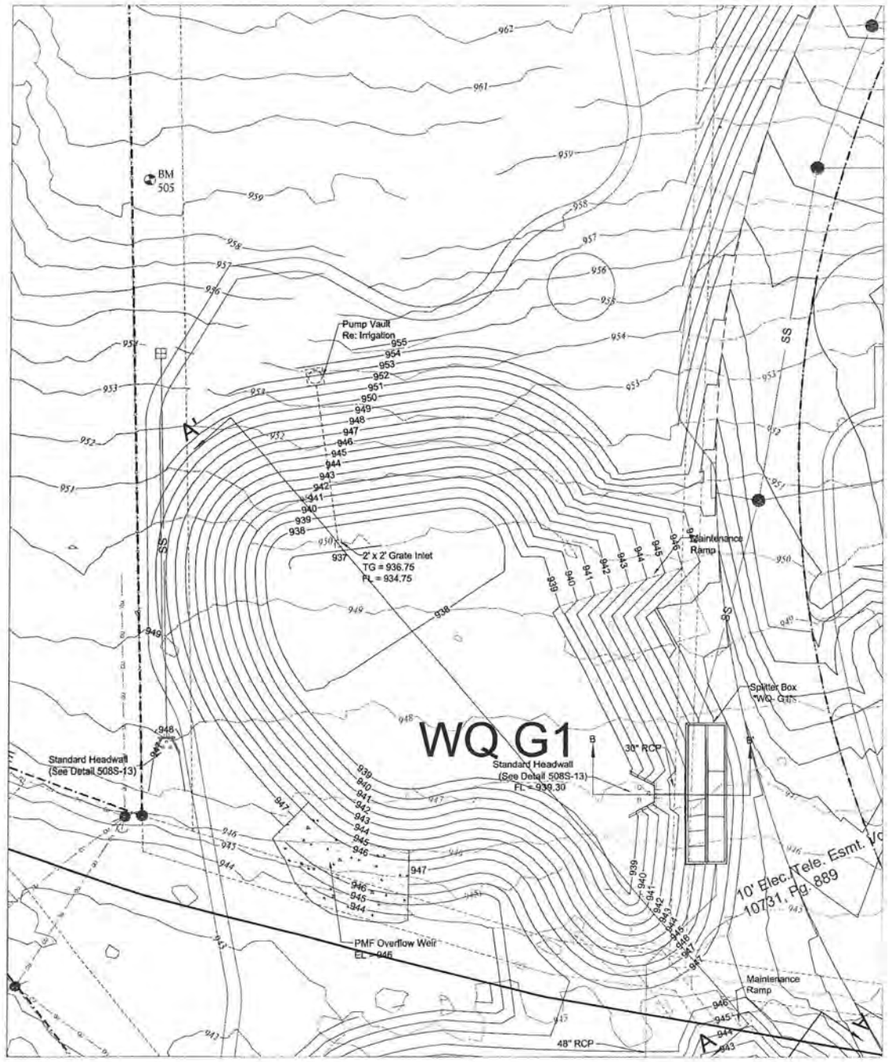
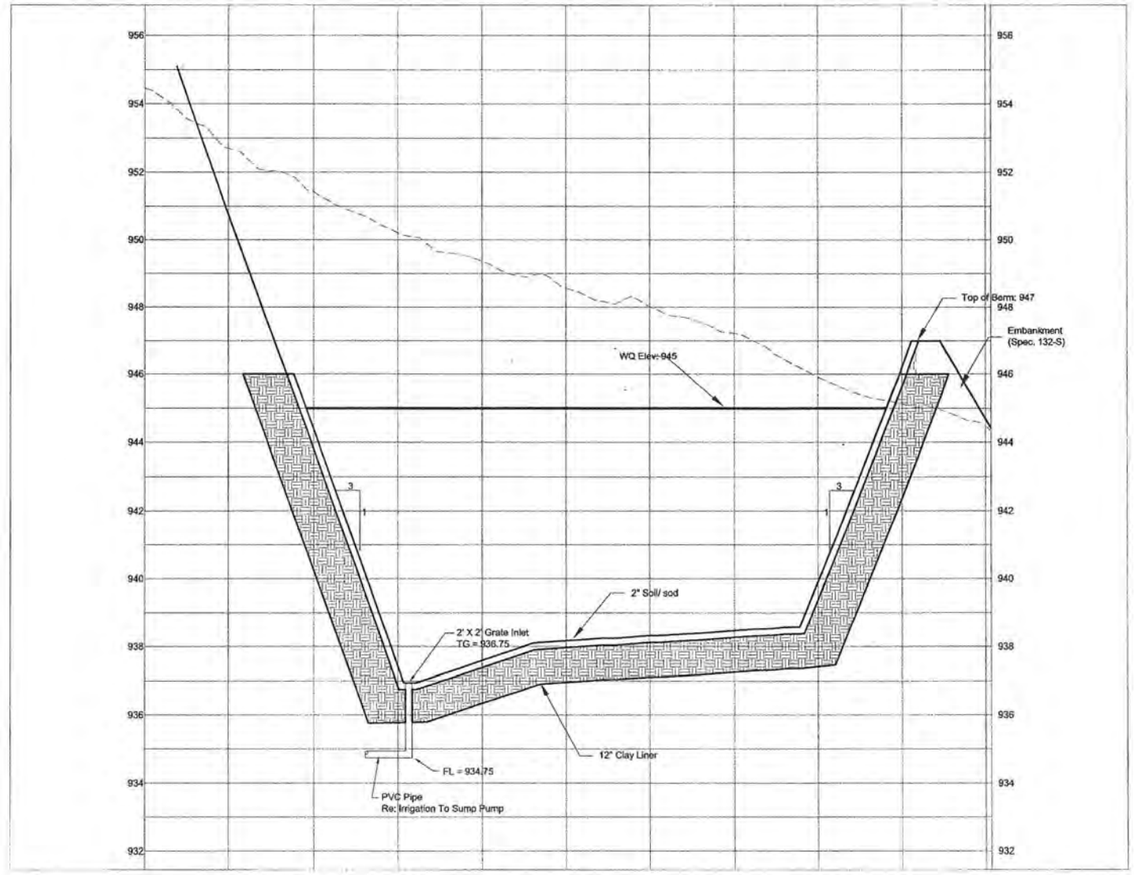


All Proposed Grading, pond locations etc are Conceptual and for illustrative purposes only



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(IN FEET)
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DATE:	07/27/06
DESIGNED:	SLI
DRAWN:	CGW
CHECKED:	ELV
JOB NO.	OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description
1	

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX
PONDS
WQ POND G1

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS. L.P.C. LIMITED PARTNERSHIP COMPANY

SHEET NUMBER
C5.8

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All Proposed Grading, pond locations etc are
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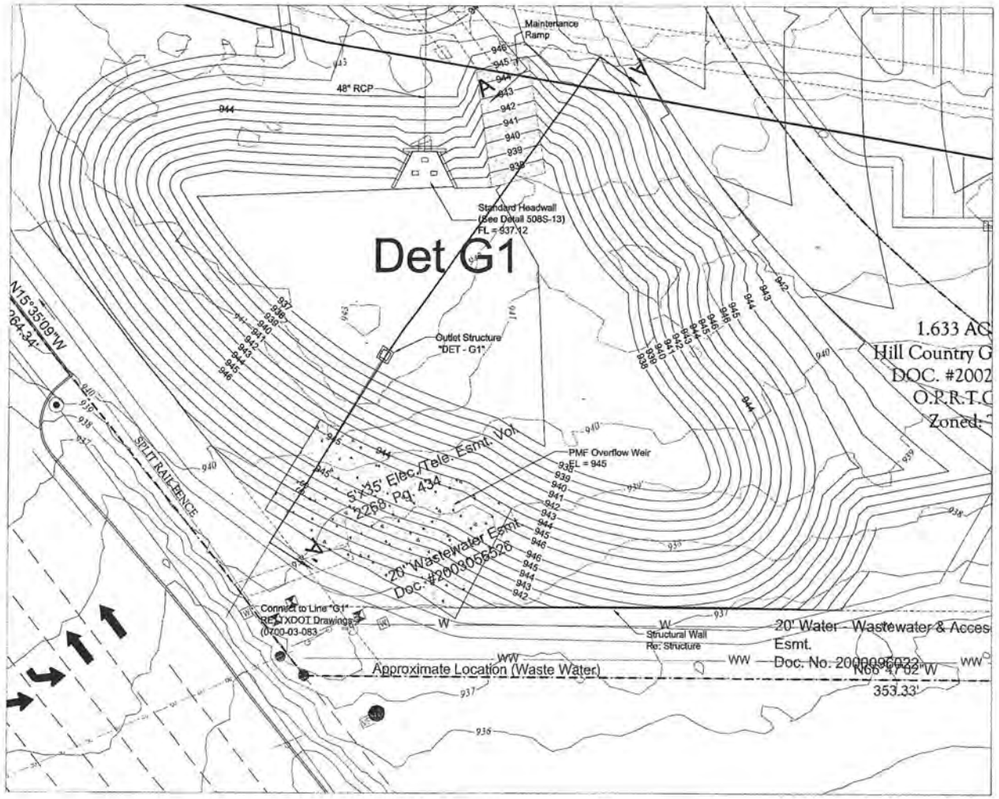

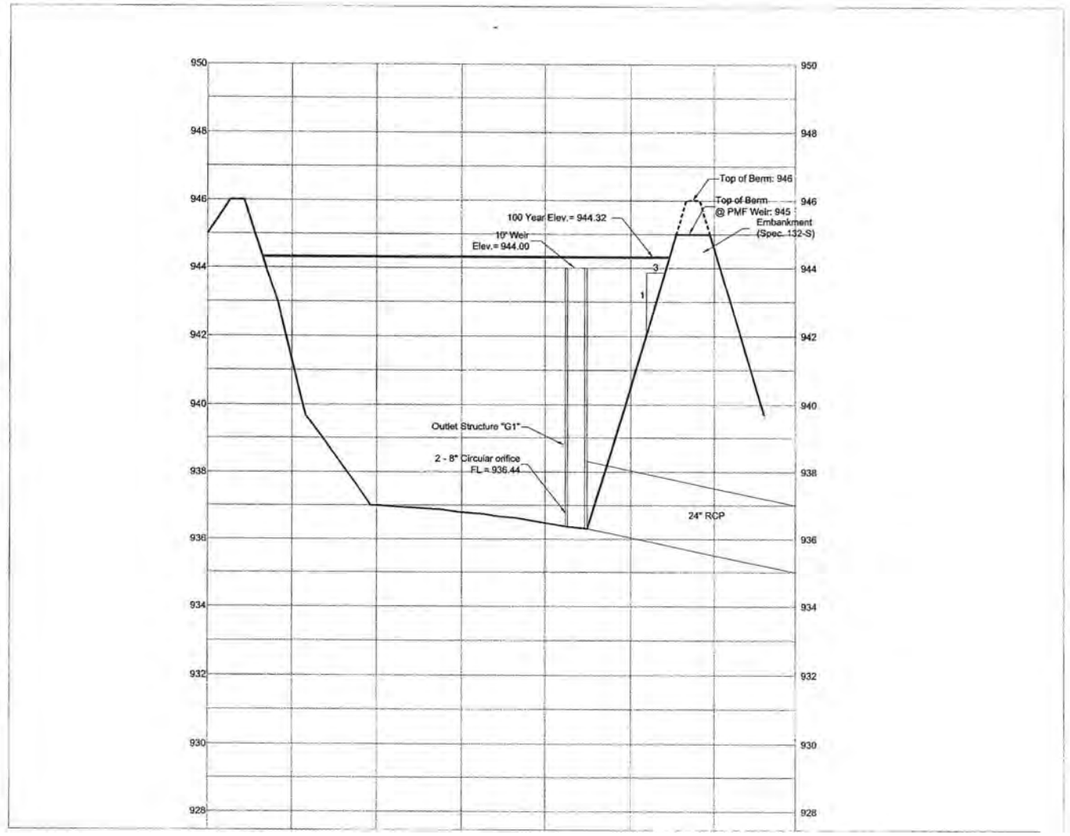

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Vertical 1"=2'

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

DATE: 07/27/06
DESIGNED: SLI
DRAWN: CGW
CHECKED: EV
JOB NO. OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX
PONDS
DET POND G1

GARRETT-IHNEN
CIVIL ENGINEERS
3500 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS.
LPC Lincoln Property Company
IDM

SHEET NUMBER
C5.9

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Vertical 1"=2'

GRAPHIC SCALE
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(IN FEET)
1 inch = 20 ft.

DATE: 07/27/06
DESIGNED: SLI
DRAWN: CGW
CHECKED: EV
JOB NO: OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description
1	

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX
PONDS
WQ POND 11

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS.
L.P.C.
Lincoln Properties Company
IDM

SHEET NUMBER
C5.10

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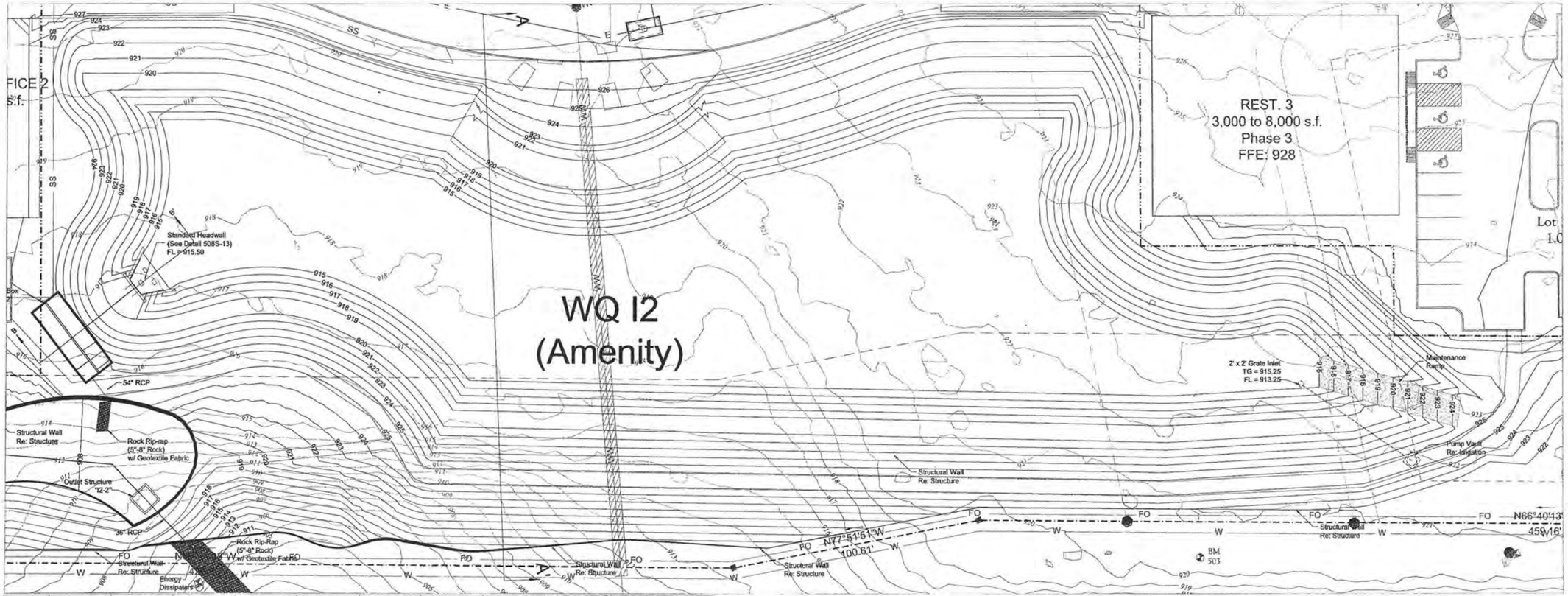

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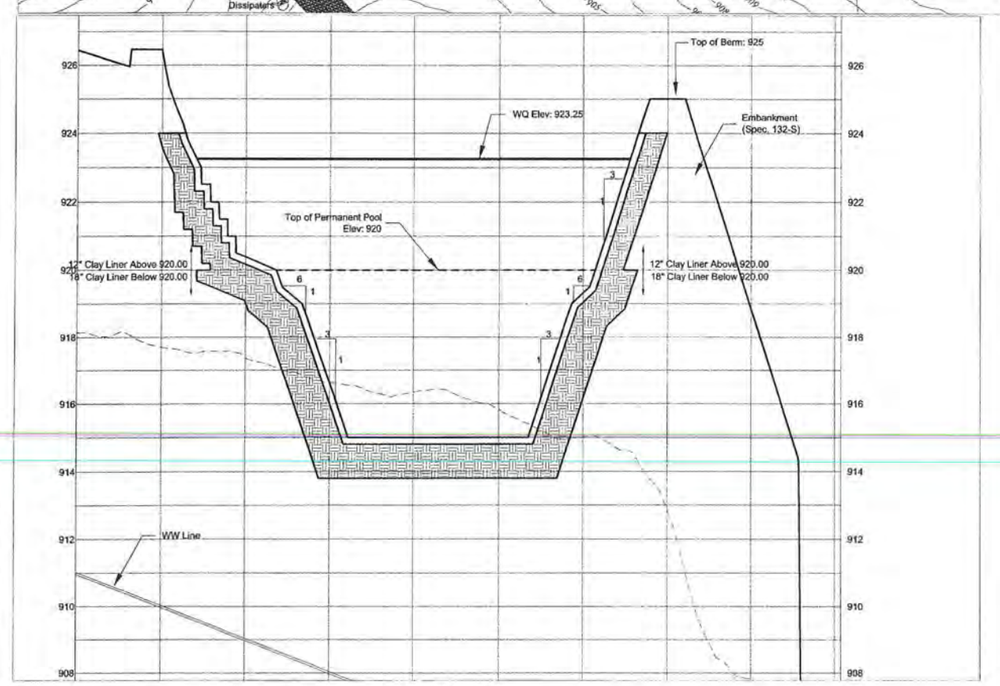

Section A-A'
1"20' Vertical 1"=2'

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1"=20'
Vertical 1"=2'

GRAPHIC SCALE
(IN FEET)
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DATE: 07/27/06
DESIGNED: SLJ
DRAWN: CGW
CHECKED: EV
JOB NO. OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX
PONDS
WQ POND I2

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS. L.P.C. LINCOLN PROPERTY COMPANY IDM

SHEET NUMBER
C5.11

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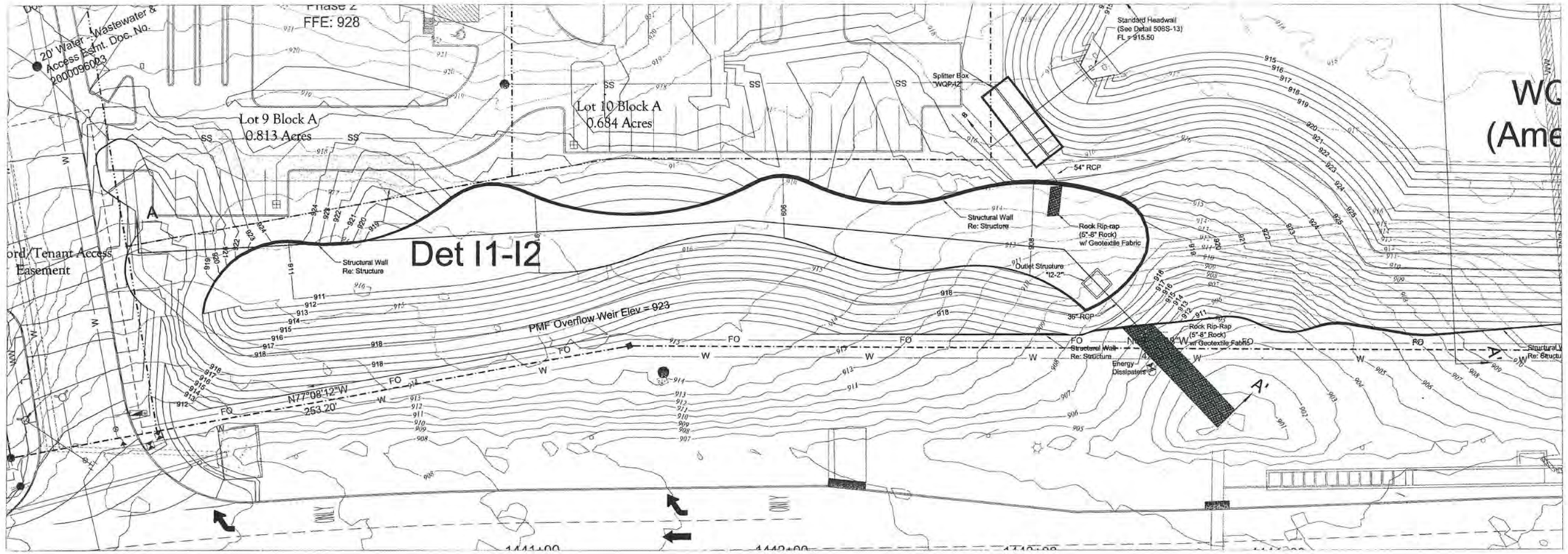

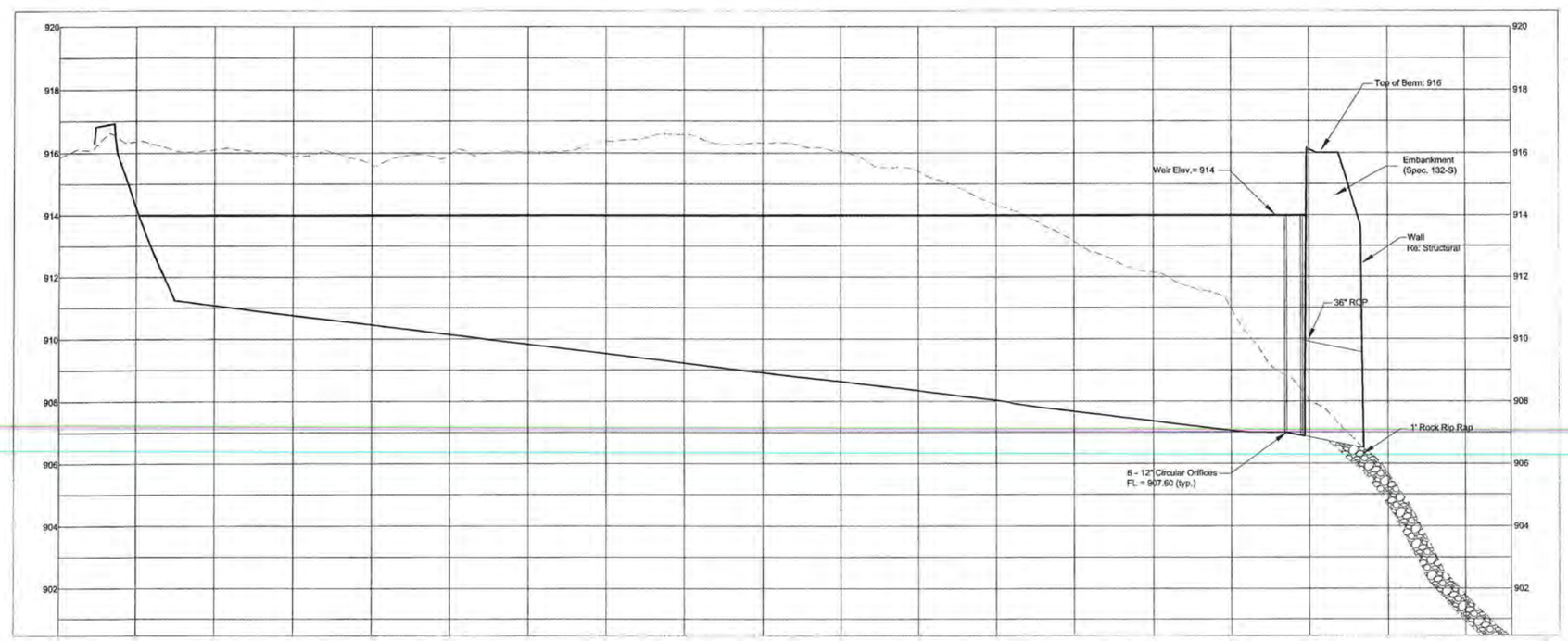

Section A-A'
1"20' Vertical 1"=2'

All Proposed Grading, pond locations etc are Conceptual and for illustrative purposes only

Scale:
1"=20'
Vertical
1"=2'

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

DATE: 07/27/06
DESIGNED: SLI
DRAWN: CGW
CHECKED: EV
JOB NO: OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description
1	

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX
PONDS
DET POND I2

OPUS.
L.P.C. LEHNDORF & PARTNERS COMPANY
IDM
GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

SHEET NUMBER
C5.12

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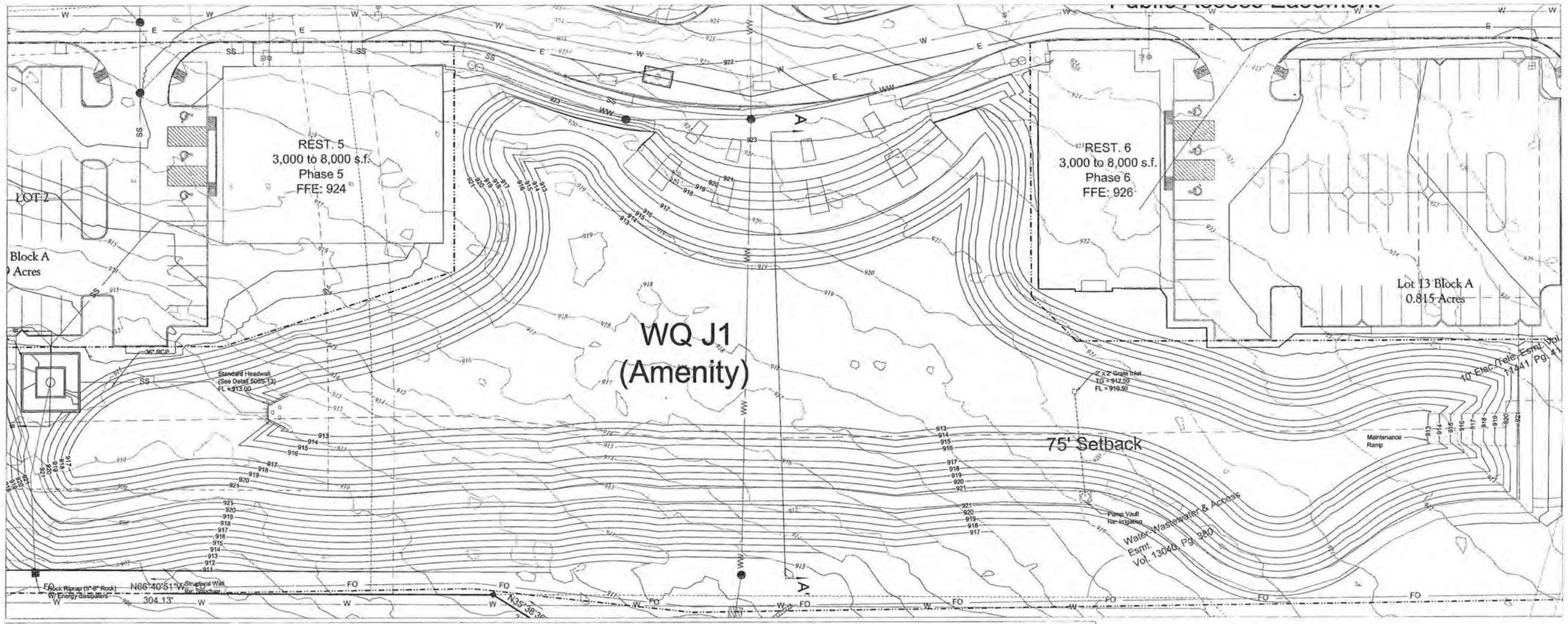

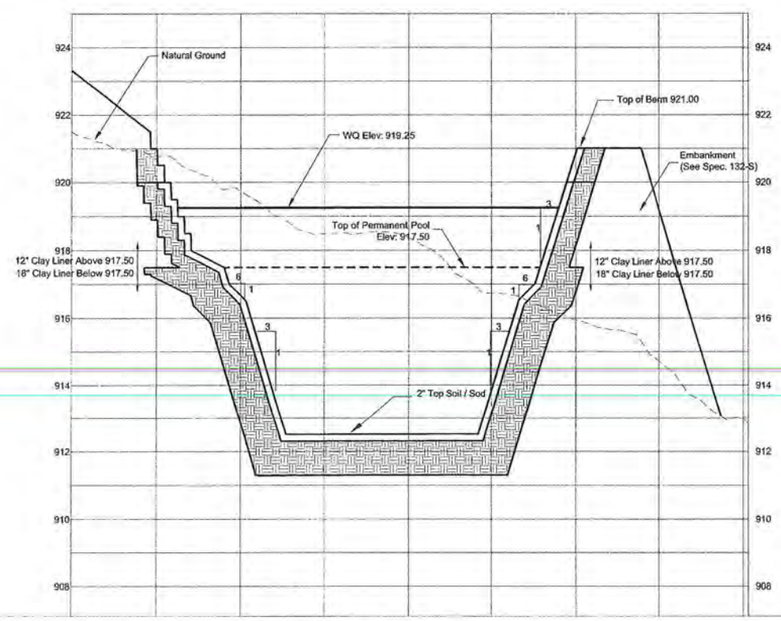

Section A-A'
1"20' Vertical 1"=2'

All Proposed Grading, pond locations etc are Conceptual and for illustrative purposes only

Scale:
1"=20'
Vertical 1"=2'

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

DATE: 07/27/06
DESIGNED: SLJ
DRAWN: CGW
CHECKED: EV
JOB NO. OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX
PONDS
WQ POND J1

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS.
LPC
IDM

SHEET NUMBER
C5.13

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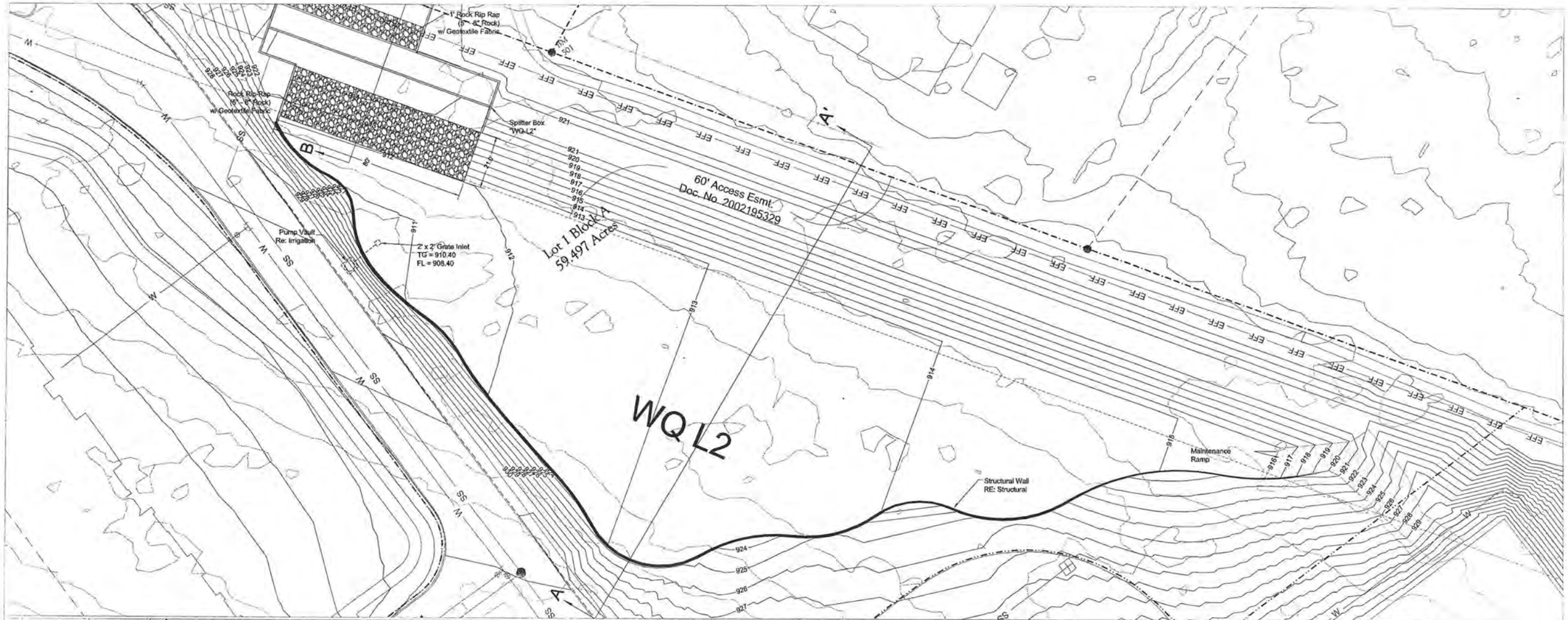

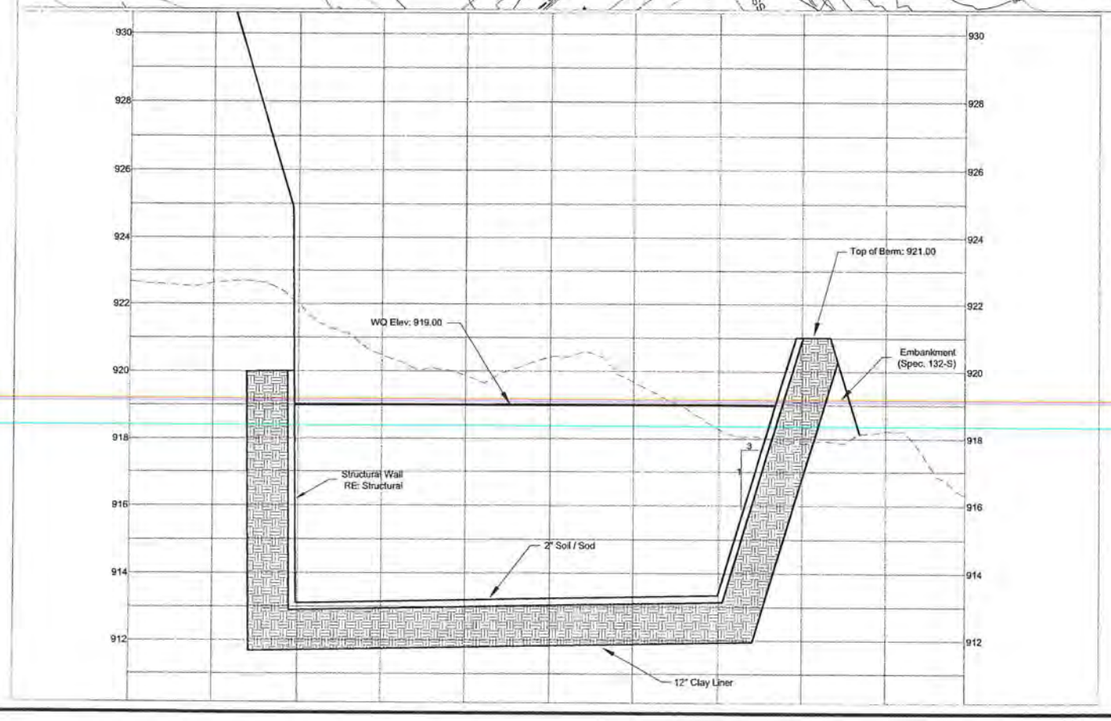

All Proposed Grading, pond locations etc are
Conceptual and for illustrative purposes only

Scale:
1"=20'
Vertical 1"=2'

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

DATE: 07/27/06
DESIGNED: SLI
DRAWN: CGW
CHECKED: EV
JOB NO. OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX
PONDS
WQ POND L2

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS. L.P.C. Lincoln Property Company
IDM

SHEET NUMBER
C5.14

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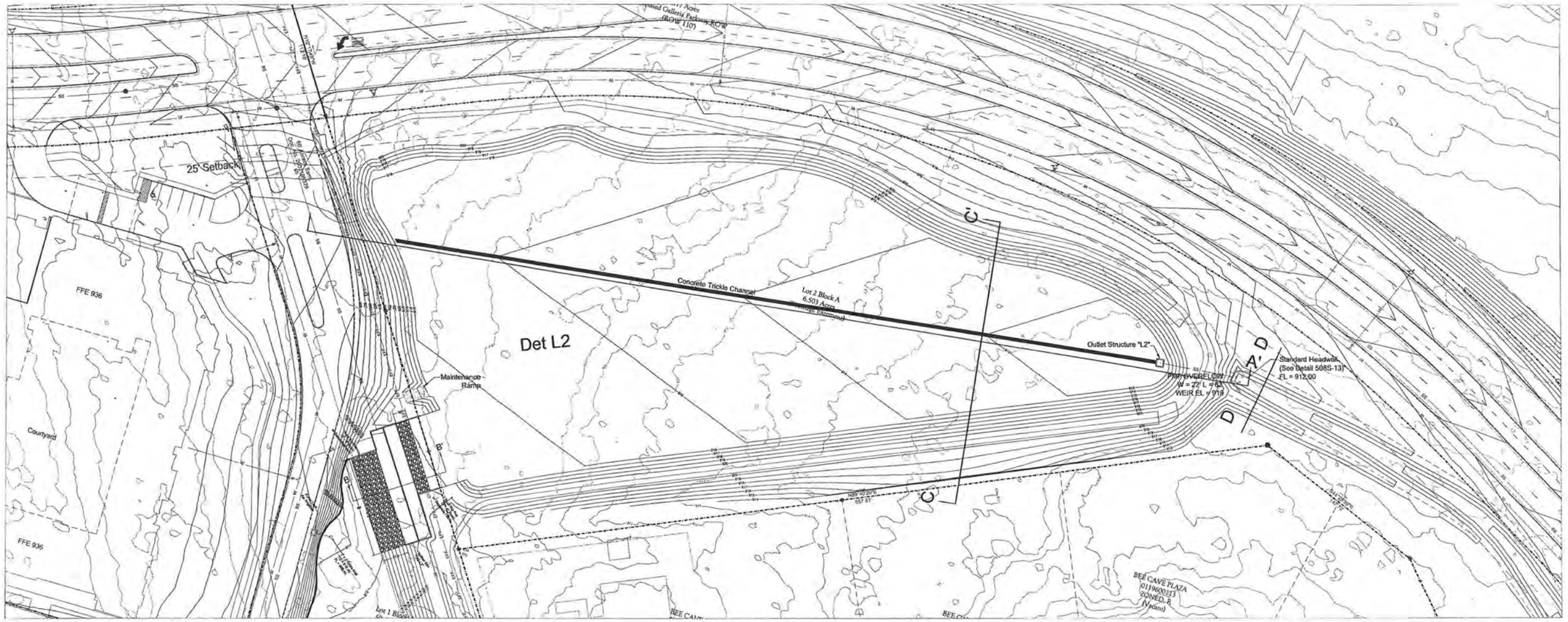
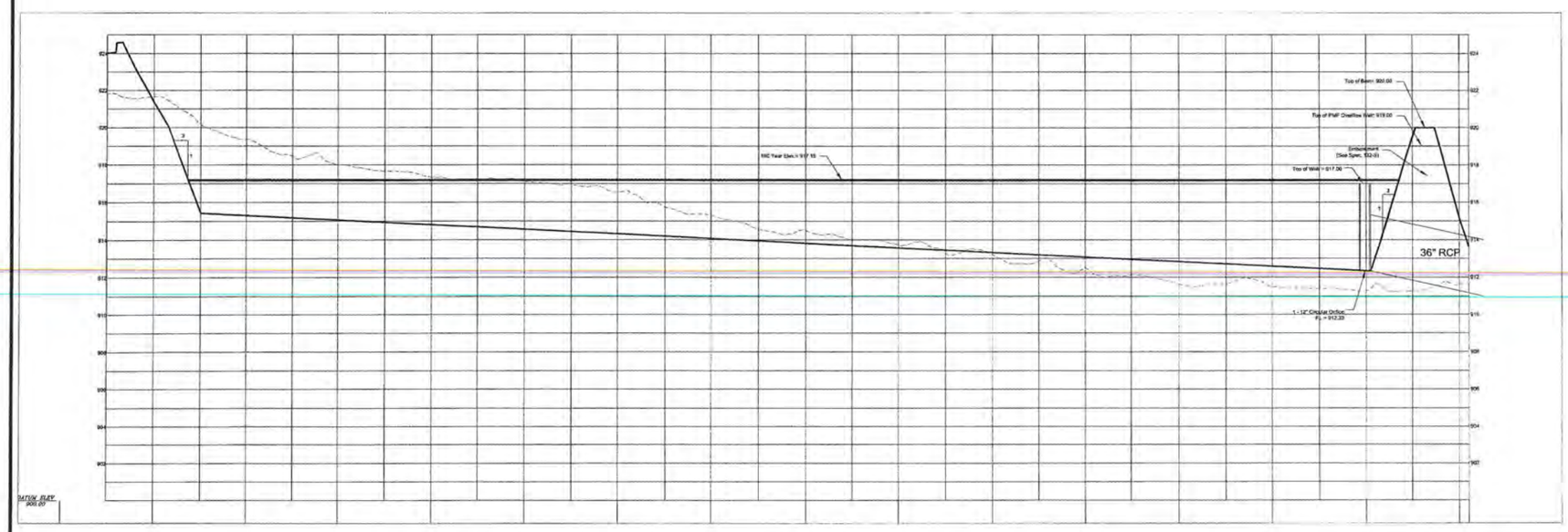


All Proposed Grading, pond locations etc are Conceptual and for illustrative purposes only



Scale:
1"=40'
Vertical 1"=4'

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

DATE:	07/27/06
DESIGNED:	SJJ
DRAWN:	CGW
CHECKED:	EV
JOB NO.:	OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX
PONDS
DET POND L2

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS. LPC Lincoln Property Company IDM

SHEET NUMBER
C5.15

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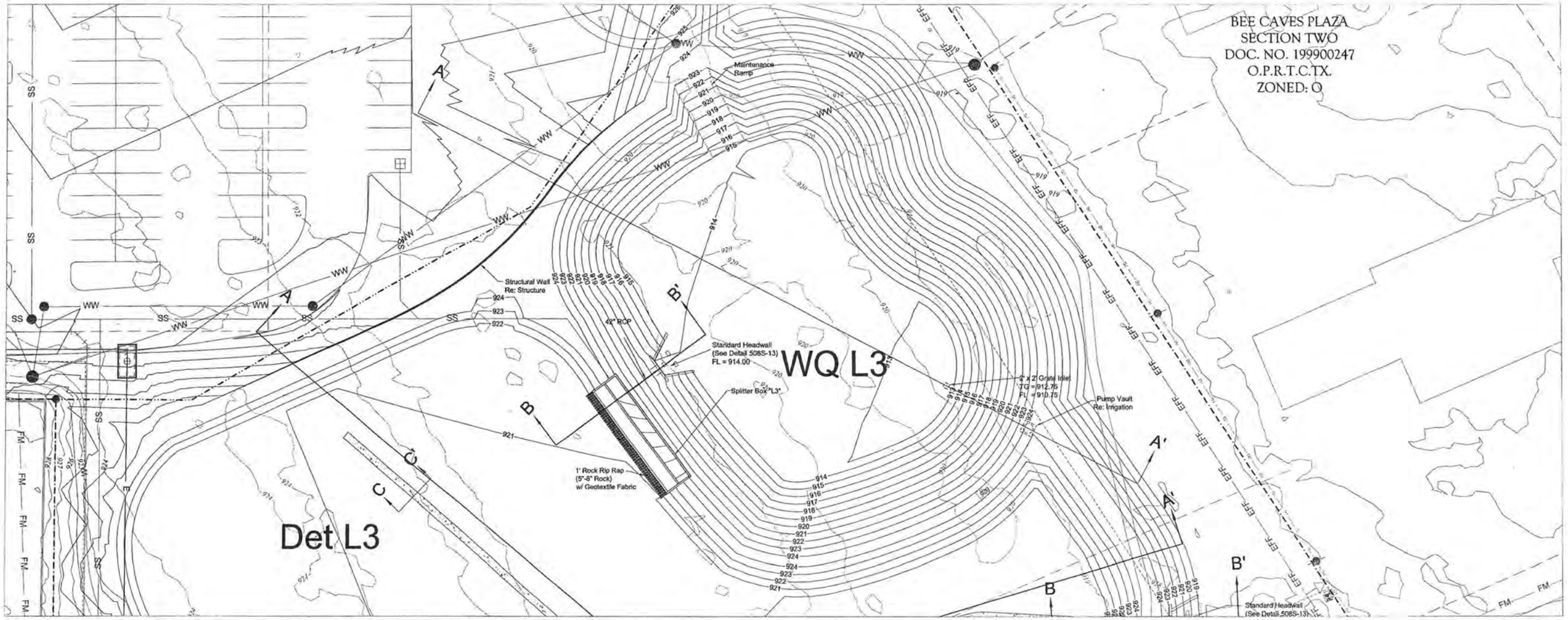

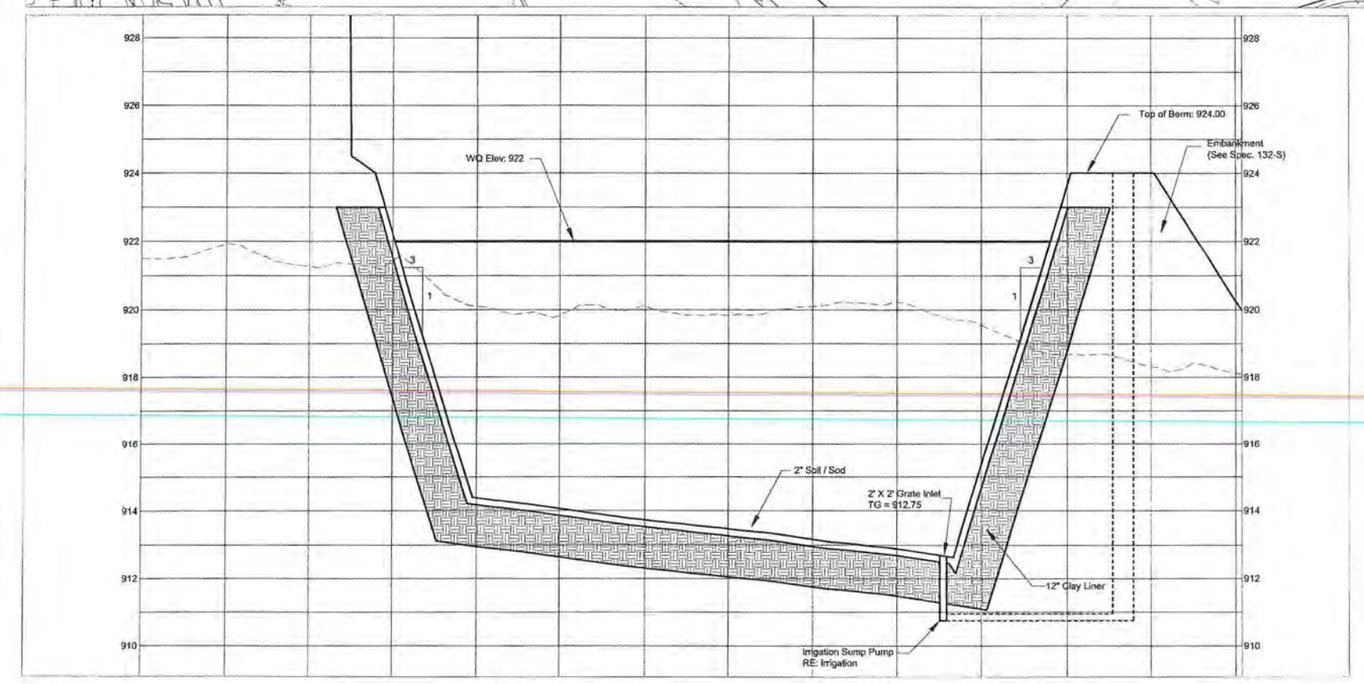

All Proposed Grading, pond locations etc are Conceptual and for illustrative purposes only

Scale:
1"=20'
Vertical 1"=2'

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

DATE: 07/27/06
DESIGNED: SLI
DRAWN: CGW
CHECKED: EV
JOB NO. OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX
PONDS
WQ POND L3

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS. L.P.C. LIMITED PARTNERSHIP COMPANY IDM

SHEET NUMBER
C5.16

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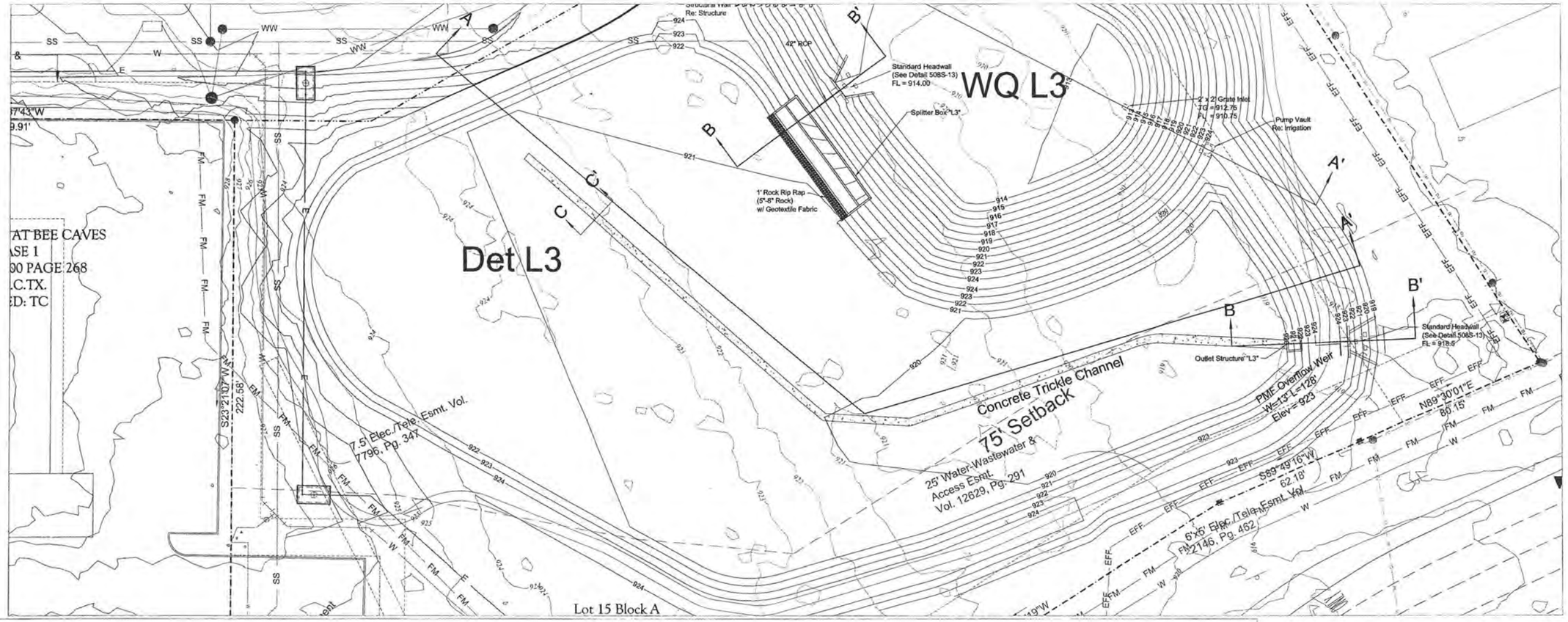
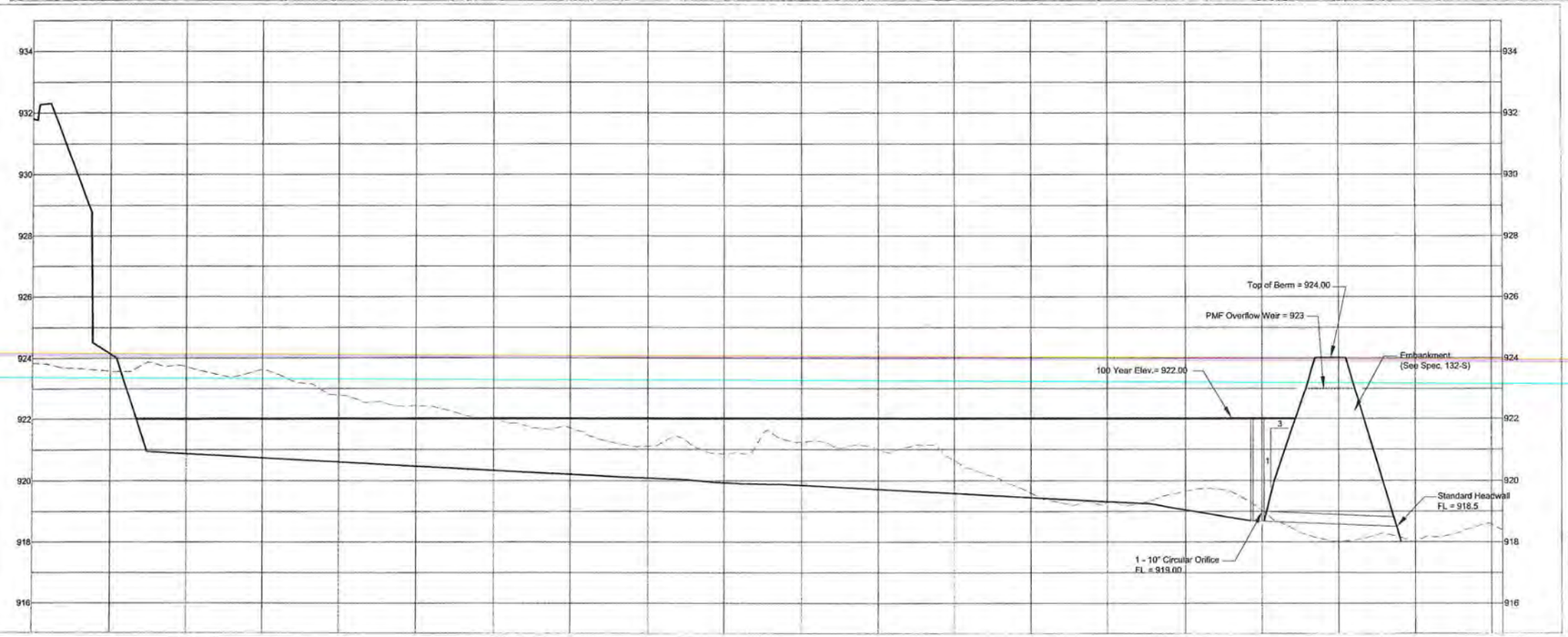




All Proposed Grading, pond locations etc are Conceptual and for illustrative purposes only

Scale:
1"=20'
Vertical 1"=2'

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

DATE:	07/27/06
DESIGNED:	SLI
DRAWN:	CGW
CHECKED:	EV
JOB NO.	OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description

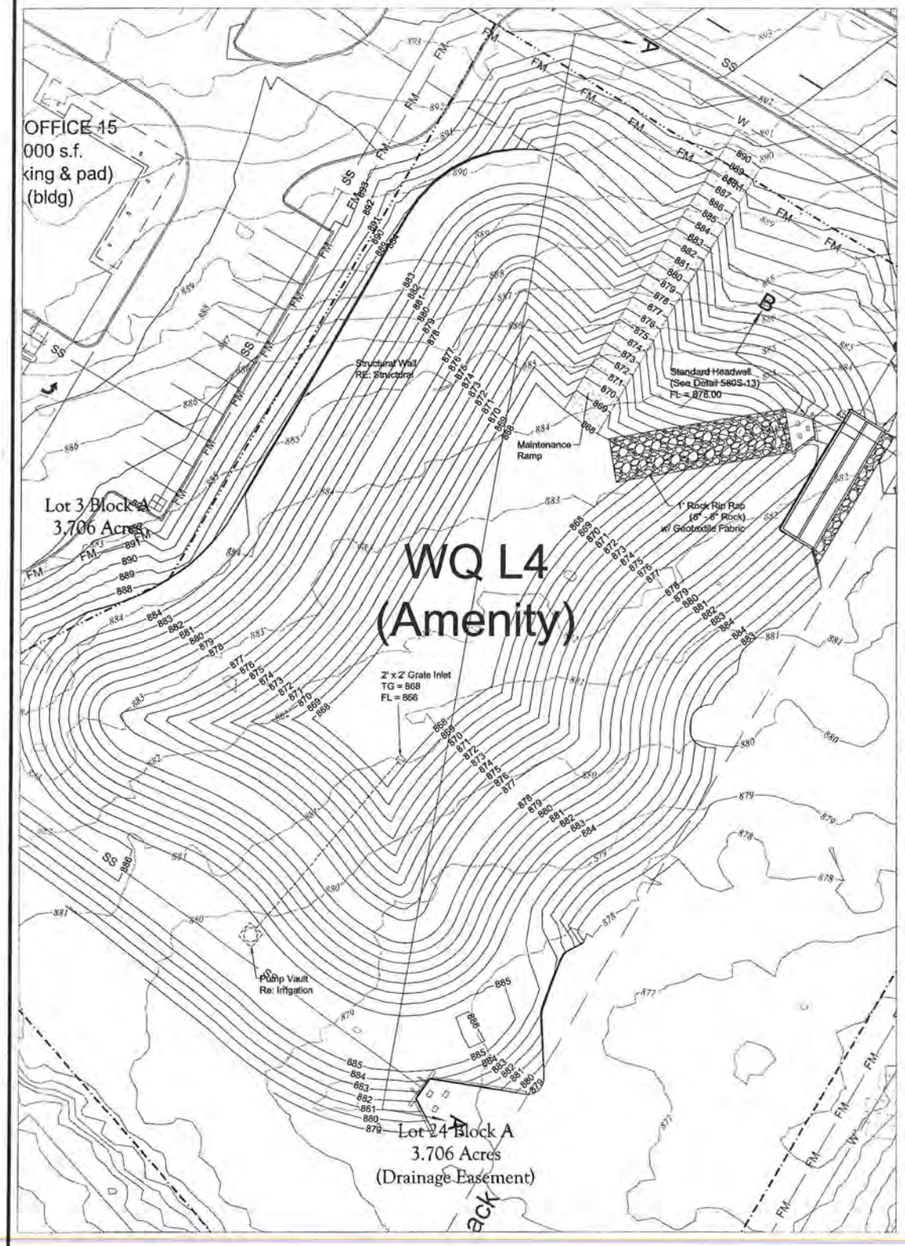
HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX
PONDS
DET POND L3

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

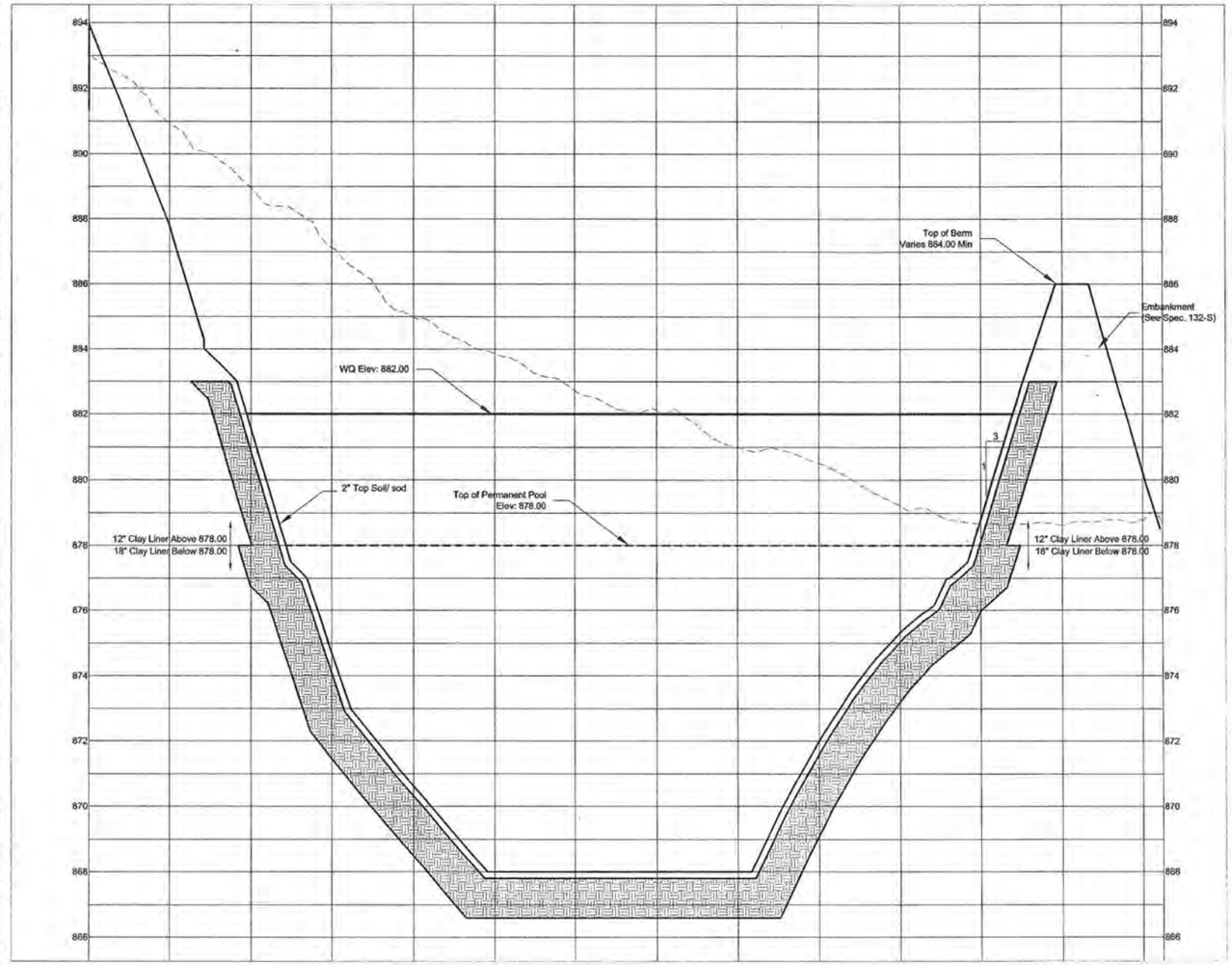
OPUS. LPC Lincoln Property Company IDM

SHEET NUMBER
C5.17

H:\Drawings\Lincoln Properties\Hill Country Galleria\Pol Sheets\Concept Plan\5-3 Ponds.dwg



All Proposed Grading, pond locations etc are
Conceptual and for illustrative purposes only



Scale:
1"=20'
Vertical 1"=2'

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

DATE: 07/27/06
DESIGNED: SLI
DRAWN: CGW
CHECKED: EV
JOB NO. OPU004034

CURRENT REVISIONS / CORRECTIONS

No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX
PONDS
WQ POND L4

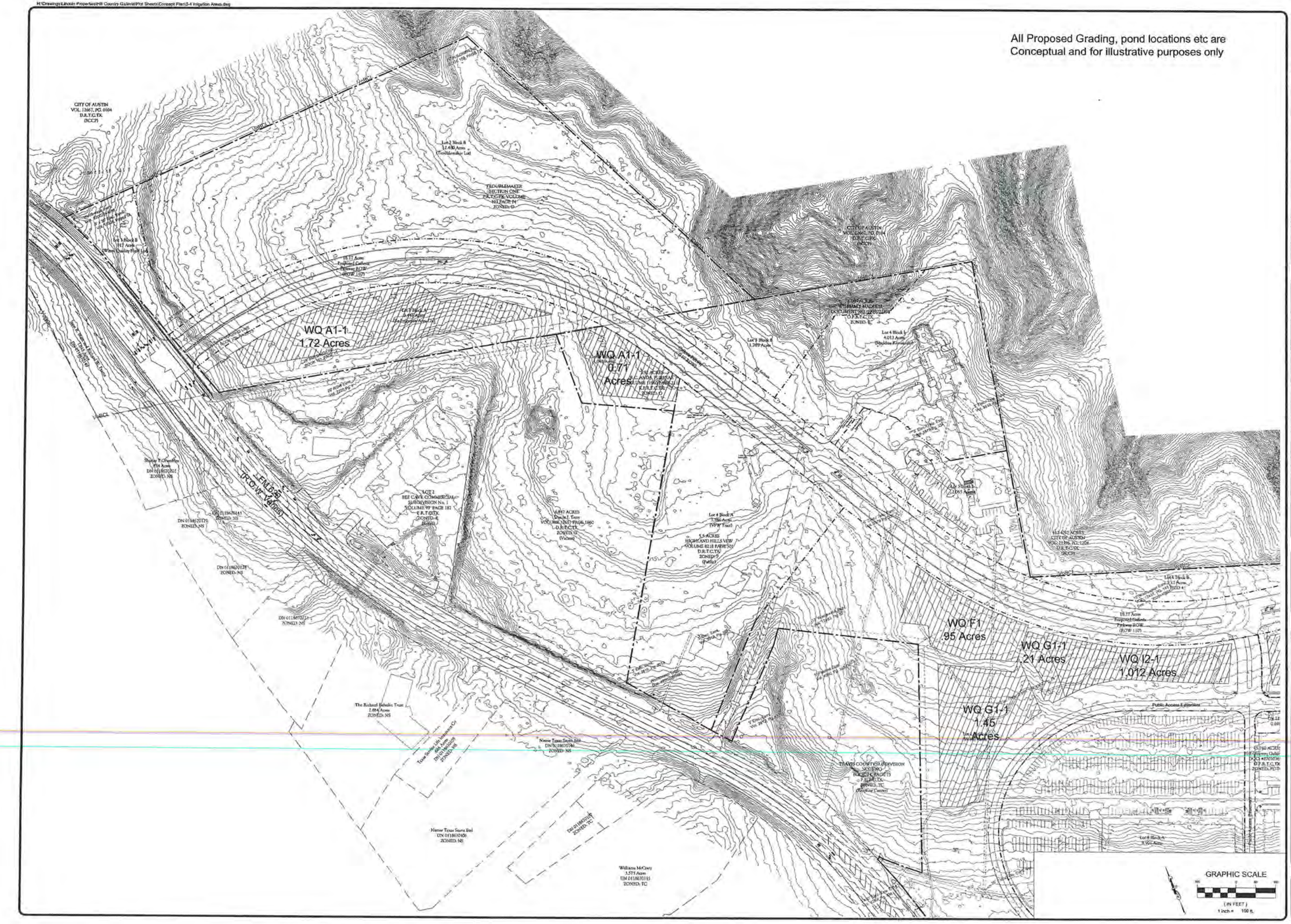
GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS.
L.P.C.
LINCOLN PROPERTY COMPANY
IDM

SHEET NUMBER
C5.18

H:\Drawings\Lincoln Properties\Hill Country Galleria\Plot Sheets\Concept Plan\3-4 Irrigation Areas.dwg

All Proposed Grading, pond locations etc are
Conceptual and for illustrative purposes only



DATE:	07/27/06
DESIGNED:	SLI
DRAWN:	CGW
CHECKED:	EV
JOB NO.	OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX

IRRIGATION AREAS

SHEET 1 OF 3

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS. L.P.C. Limited Partnership Company

IDM

SHEET NUMBER
C5.19

H:\Drawings\Lincoln Properties\Hill Country Galleria\Plot Sheets\Concept Plan\C-4 Irrigation Areas.dwg

All Proposed Grading, pond locations etc are Conceptual and for illustrative purposes only

WQ J1
1.99
Acres

WQ F1
.95 Acres

WQ G1-1
.21 Acres

WQ I2-1
1.012 Acres

WQ I2-2
.725
Acres

WQ G1-1
1.45
Acres

SH 71
(R.O.W. Varies)

GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

DATE:	07/27/06
DESIGNED:	SLJ
DRAWN:	CGW
CHECKED:	EV
JOB NO.	OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX

IRRIGATION AREAS

SHEET 2 OF 3

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS
L.P.C.
LINCOLN PROPERTIES COMPANY
IDM

SHEET NUMBER
C5.20

H:\Drawings\Lincoln Properties\Hill Country Galleria\Plot Sheets\Concept Plan\3-4 Irrigation Areas.dwg

All Proposed Grading, pond locations etc are Conceptual and for illustrative purposes only

WQ L1
1.99
Acres

WQ L2
4.42
Acres

WQ L2
3.08
Acres

WQ L3
2.17 Acres

WQ L4
2.29 Acres

JUNIPER TRACE
(R.O.W. Varies)

RM 2244
(R.O.W. Varies)

GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

DATE:	07/27/06
DESIGNED:	SJ
DRAWN:	CGW
CHECKED:	EV
JOB NO:	OPU04034

CURRENT REVISIONS / CORRECTIONS

No.	Description
1	

HILL COUNTRY GALLERIA
VILLAGE OF BEE CAVE
TRAVIS COUNTY, TX
IRRIGATION AREAS
SHEET 3 OF 3

GARRETT-IHNEN
CIVIL ENGINEERS
3600 W PARMER LANE
SUITE 212
AUSTIN, TEXAS 78727
TELEPHONE: (512) 454-2400
FACSIMILE: (512) 454-2420

OPUS
LPC
Lincoln Property Company
IDM

SHEET NUMBER
C5.21

Hill Country Galleria

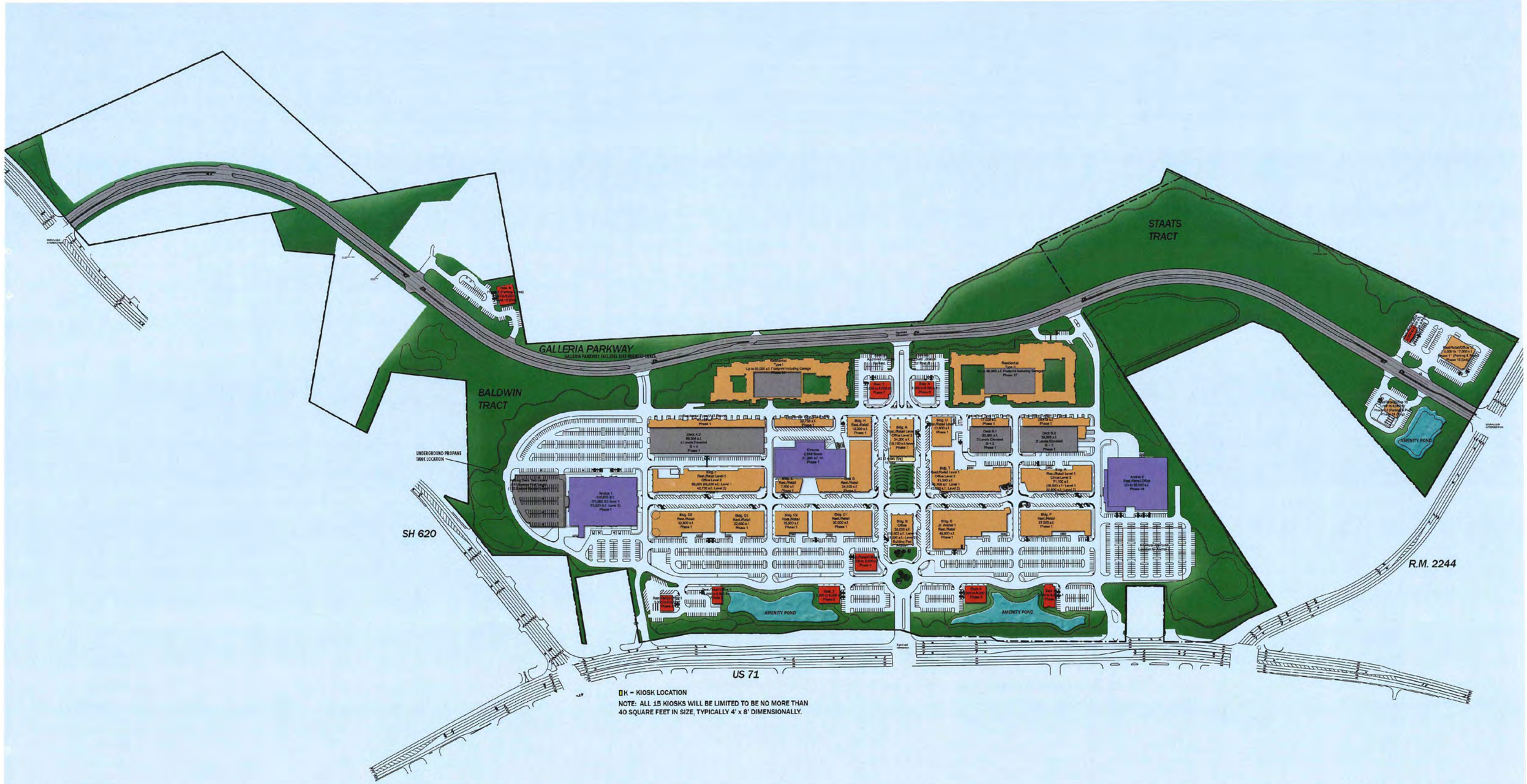
Village of Bee Cave, Texas

IDM INTERNATIONAL DEVELOPMENT MANAGEMENT

OPUS

LPC
LINCOLN PROPERTY COMPANY

01.26.2005
T1.1



Hill Country Galleria

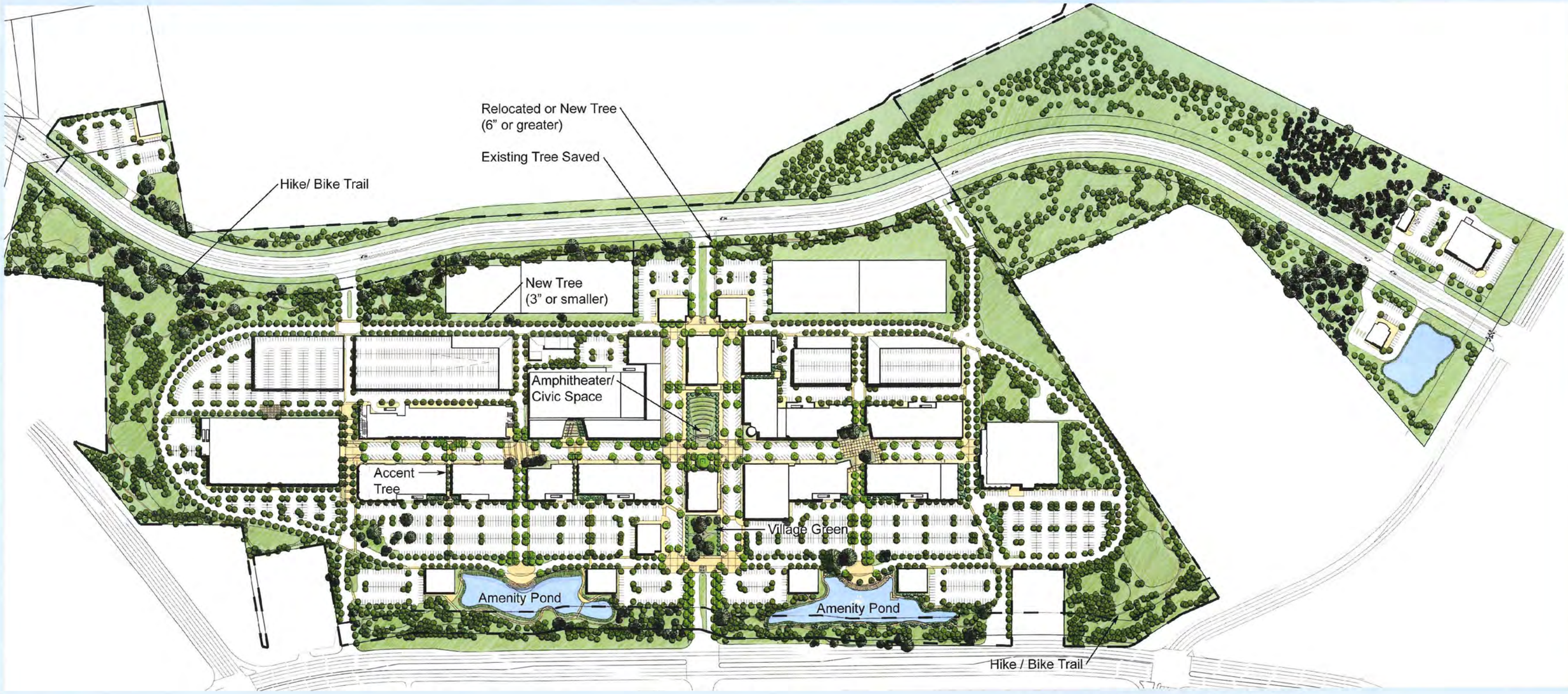
Village of Bee Cave, Texas

IDM
OPUS
LPC
Lincoln Property Company

Amended Concept Plan

RTKL

A1.1



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CALIPER INCH CALCULATIONS

EXISTING TREES SAVED	9,747.5	Cal. Inches
RELOCATED OR NEW TREES (6" OR GREATER)	1,364	Cal. Inches
NEW / ACCENT TREES (3" OR SMALLER)	10,275	Cal. Inches
TOTAL CALIPER INCHES	21,386.5	Cal. Inches

Hill Country Galleria

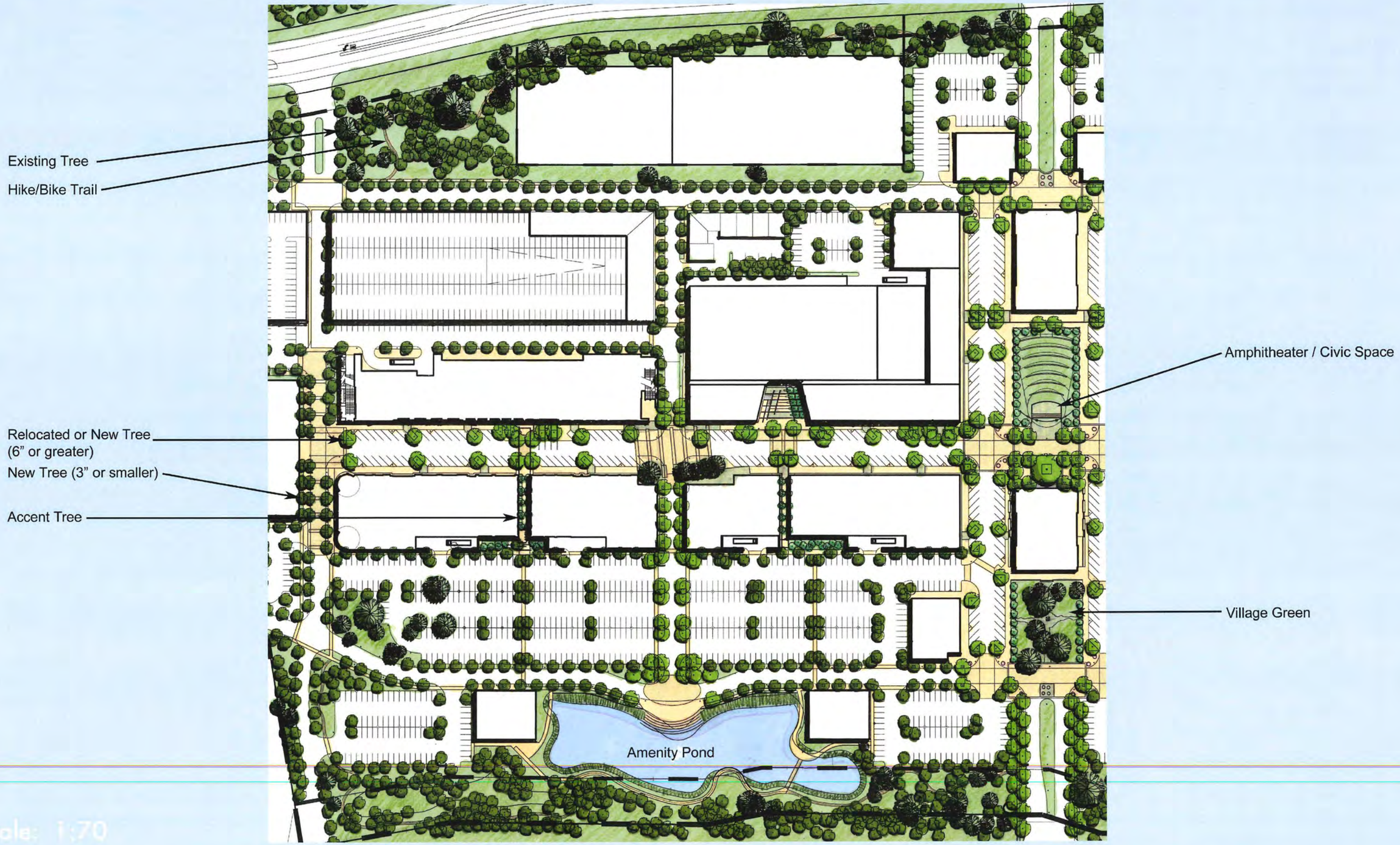
Village of Bee Cave, Texas

IDM
OPUS
LPC
Lincoln Property Company

Tree Preservation/ Concept Landscape Plan

RTKL

L1.1



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Hill Country Galleria

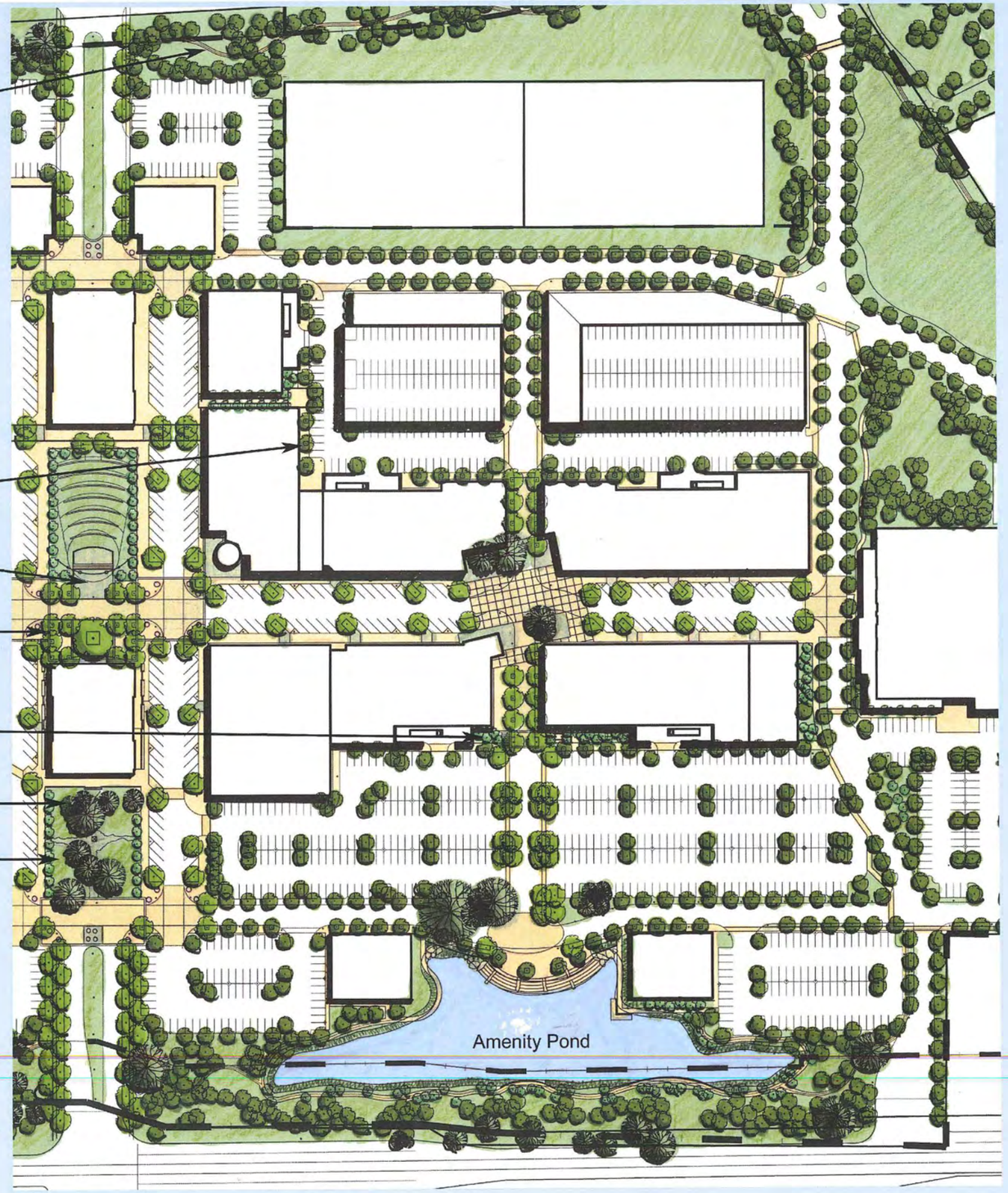
Village of Bee Cave, Texas

IDM
OPUS
L.P.C.
Lincoln Property Company

Tree Preservation/ Concept Landscape Plan- Part 1

RTKL

L2.1



Scale: 1:70

Hill Country Galleria

Village of Bee Cave, Texas

IDM
OPUS
LPC
Lincoln Property Company

Tree Preservation/ Concept Landscape Plan- Part 2

RTKL

L2.2

BUILDING F SOUTH ELEVATION, MAIN STREET SIDE

BUILDING F WEST ELEVATION

BUILDING F EAST ELEVATION

BUILDING F NORTH ELEVATION, GALLERIA PARKWAY SIDE

Note: Building elevations will be consistent w/ Prototypes (as depicted on attached Prototype drawings), but the final composition of building elevations (comprised of Prototype elements) may vary slightly to accommodate leasing requirements. All signage, (as depicted on elevations and Prototypes) is for illustrative purposes only.

Hill Country Galleria

Village of Bee Cave, Texas

IDM
OPUS
LPC
Lincoln Property Company

Building F Elevations

RTKL

A3.1

BUILDING D1 D2 ELEVATION, MAIN STREET SIDE

BUILDING D1 D2 ELEVATION, HWY 71 SIDE

Note: Building elevations will be consistent w/ Prototypes (as depicted on attached Prototype drawings), but the final composition of building elevations (comprised of Prototype elements) may vary slightly to accommodate leasing requirements. All signage, (as depicted on elevations and Prototypes) is for illustrative purposes only.

Hill Country Galleria

Village of Bee Cave, Texas

IDM
OPUS
LPC
Lincoln Property Company

Elevations

RTKL

A3.2

BUILDINGS E, G, AND CINEMA

BUILDINGS T AND S NORTH ELEVATION

BUILDING R NORTH ELEVATION

Note: Building elevations will be consistent w/ Prototypes (as depicted on attached Prototype drawings), but the final composition of building elevations (comprised of Prototype elements) may vary slightly to accommodate leasing requirements. All signage, (as depicted on elevations and Prototypes) is for illustrative purposes only.

Hill Country Galleria

Village of Bee Cave, Texas

IDM
OPUS
LPC
Lincoln Property Company

Elevations

RTKL

A3.3

Note: Building elevations will be consistent w/ Prototypes (as depicted on attached Prototype drawings), but the final composition of building elevations (comprised of Prototype elements) may vary slightly to accommodate leasing requirements. All signage, (as depicted on elevations and Prototypes) is for illustrative purposes only.

Hill Country Galleria

Village of Bee Cave, Texas

IDM
OPUS
LPC
Lincoln Property Company

Elevations

RTKL

A3.4

VILLAGE HALL EAST ELEVATION

AMPHITHEATER SECTION, LOOKING WEST DOWN MAIN STREET

VILLAGE HALL ELEVATION

BUILDING A EAST ELEVATION

BUILDING A ELEVATION

BUILDINGS U & T WEST ELEVATION, FROM PLAZA

JUNIOR ANCHOR WEST ELEVATION, FROM VILLAGE HALL

Note: Building elevations will be consistent w/ Prototypes (as depicted on attached Prototype drawings), but the final composition of building elevations (comprised of Prototype elements) may vary slightly to accommodate leasing requirements. All signage, (as depicted on elevations and Prototypes) is for illustrative purposes only.

Hill Country Galleria

Village of Bee Cave, Texas

IDM
OPUS
LPC
Lincoln Property Company

Elevations

RTKL

ANCHOR 1 EAST ELEVATION

ANCHOR 1 SOUTH ELEVATION

Hill Country Galleria

Village of Bee Cave, Texas

IDM
OPUS
LPC
Lincoln Property Company

Anchor 1 Elevations

RTKL

ANCHOR 1 WEST ELEVATION

ANCHOR 1 NORTH ELEVATION

Hill Country Galleria

Village of Bee Cave, Texas

IDM
OPUS
LPC
Lincoln Property Company

Anchor 1 Elevations

RTKL

A3.7

ANCHOR 2 WEST ELEVATION, FROM MAIN STREET

ANCHOR 2 NORTH ELEVATION

Hill Country Galleria

Village of Bee Cave, Texas

IDM
OPUS
LPC
Lincoln Property Company

Anchor 2 Elevations

RTKL

A3.8

ANCHOR 2 SOUTH ELEVATION

ANCHOR 2 EAST ELEVATION

Hill Country Galleria

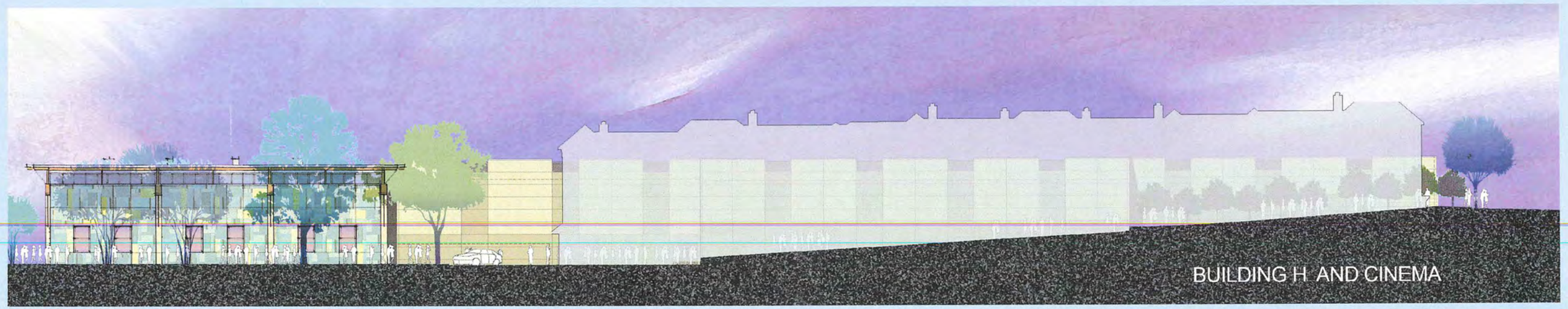
Village of Bee Cave, Texas

IDM
OPUS
LPC
Lincoln Property Company

Anchor 2 Elevations

RTKL

A3.9



Hill Country Galleria

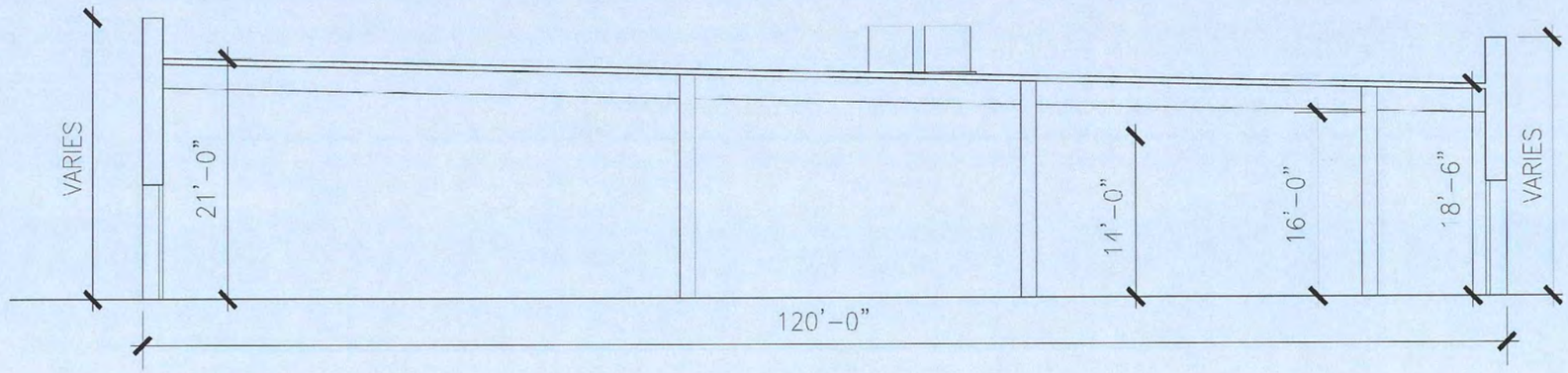
Village of Bee Cave, Texas

IDM
OPUS
LPC
Lincoln Property Company

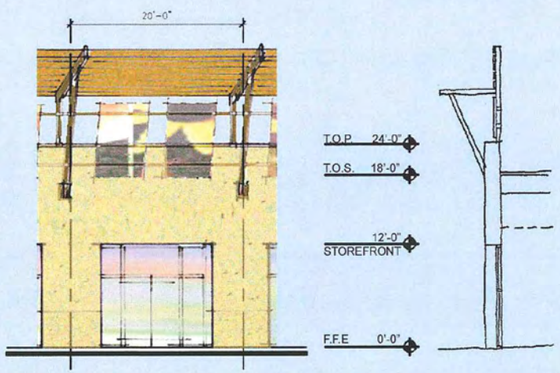
Cinema Elevations

RTKL

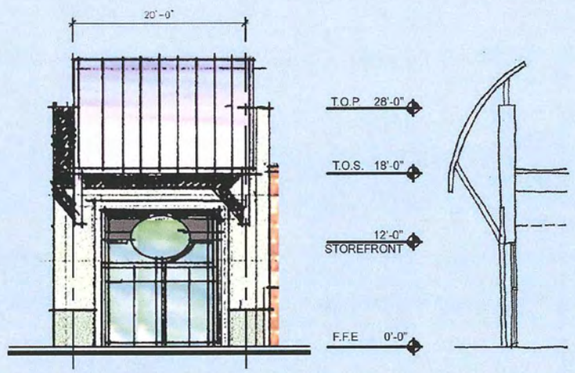
A3.10



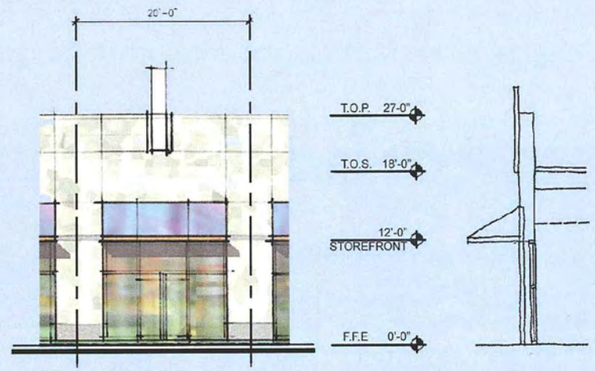
ONE STORY



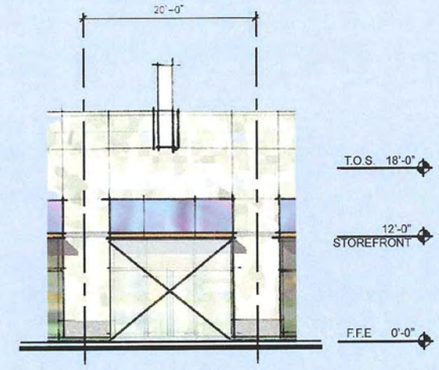
TYPE 1A
14'-0" CEILING
18'-6" TOD.
24'-0" TOP. (3'-0" PARAPET)



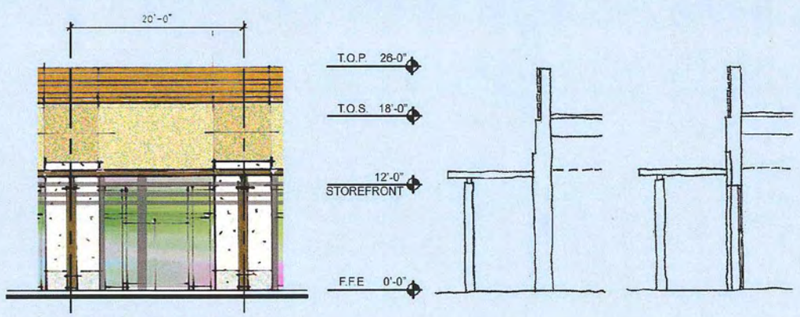
TYPE 1B
14'-0" CEILING
18'-6" TOD.
28'-0" TOP. (7'-0" PARAPET)



TYPE 1C
14'-0" CEILING
18'-6" TOD.
27'-0" TOP. (6'-0" PARAPET)



TYPICAL ALL PROTOTYPES :
STOREFRONT PROVIDED BY TENANT



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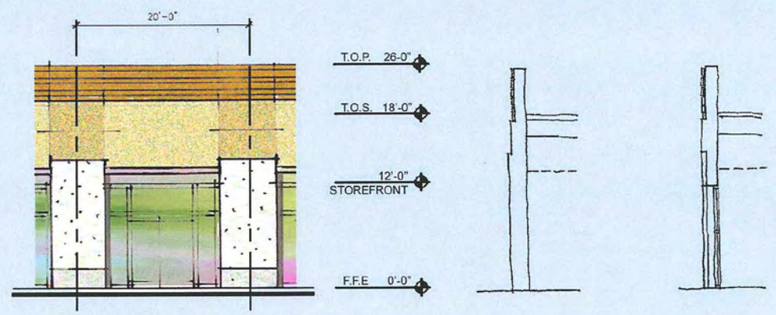
18'-6" TOD.
26'-0" TOP. (5'-0" PARAPET)



TYPE 1E (WO/ WOOD TRELLIS)
14'-0" CEILING
18'-6" TOD.
26'-0" TOP. (5'-0" PARAPET)

TYPE 1F
14'-0" CEILING
18'-6" TOD.
28'-0" TOP. (7'-0" PARAPET)

Scale: 1/8" = 1'0"

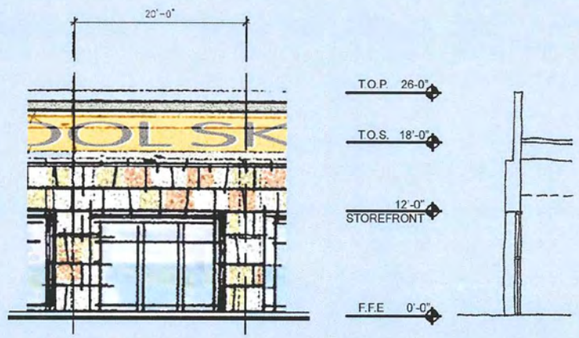
Hill Country Galleria

Village of Bee Cave, Texas

IDM
OPUS
LPC
Lincoln Property Company

One Story Prototypes

RTKL



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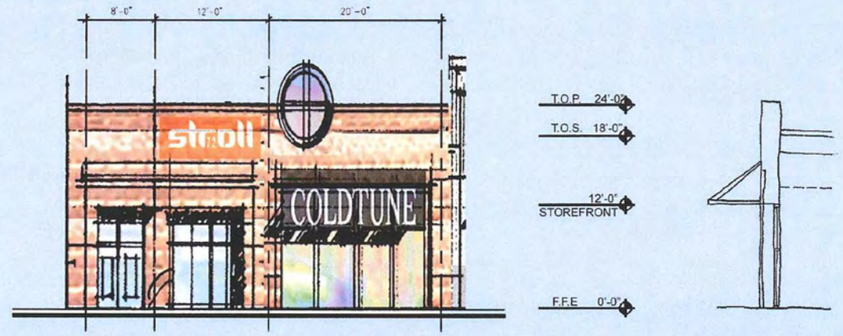
18'-6" TOD.
26'-0" TOP. (5'-0" PARAPET)



TYPE 1H
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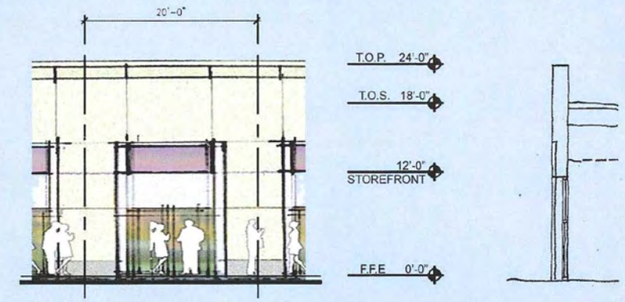
18'-6" TOD.
24'-0" TOP. (3'-0" PARAPET)



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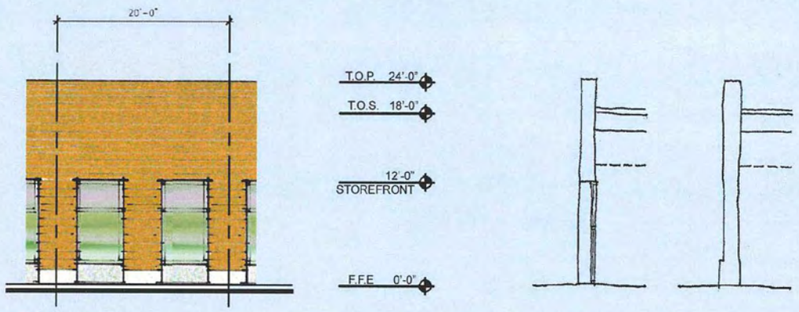
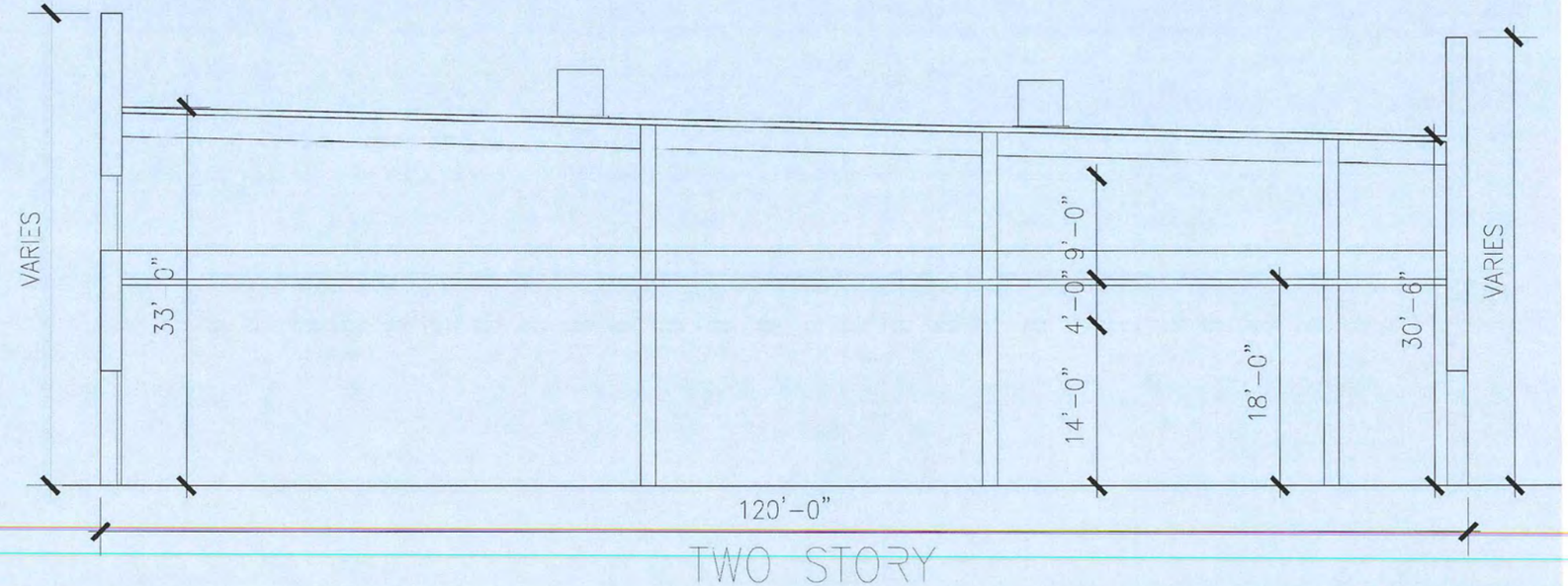
18'-6" TOD.
25'-0" TOP. (4'-0" PARAPET)



TYPE 1K
14'-0" CEILING
18'-6" TOD.
24'-0" TOP. (3'-0" PARAPET)



Scale: 1/8" = 1'0"

Hill Country Galleria

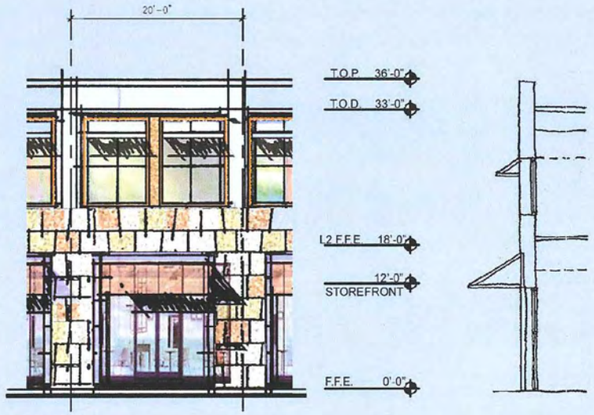
Village of Bee Cave, Texas

IDM
OPUS
LPC
Lincoln Property Company

One Story Prototypes

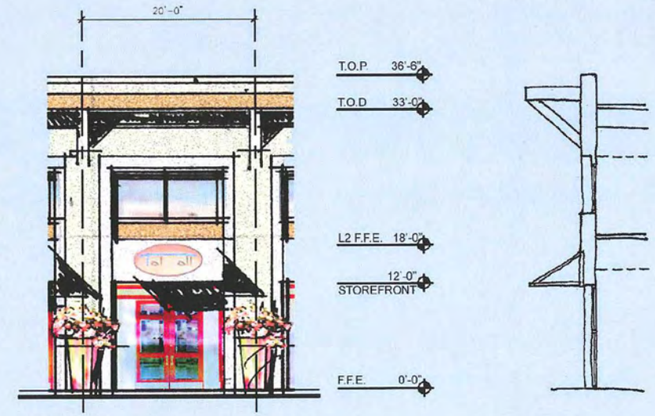
RTKL

A5.2

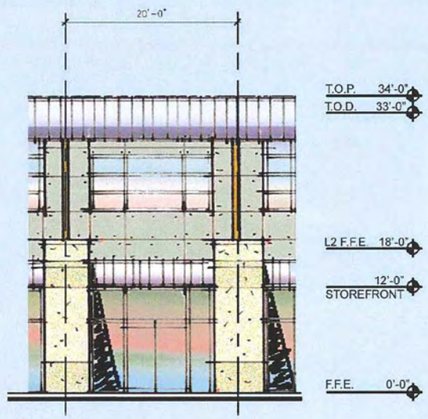


TYPE 2A
L1 18'-0" FTF.
L2 14'-6" TOS. / 15'-0" TOD.
TOTAL 33'-0" TOD.
36'-0" TOP. (3'-0" PARAPET)

TYPE 2B
L1 18'-0" FTF.
L2 14'-6" TOS. / 15'-0" TOD.
TOTAL 33'-0" TOD.
38'-0" TOP. (5'-0" PARAPET)



TYPE 2C
L1 18'-0" FTF.
L2 14'-6" TOS. / 15'-0" TOD.
TOTAL 33'-0" TOD.
36'-6" TOP. (3'-6" PARAPET)



TYPE 2D
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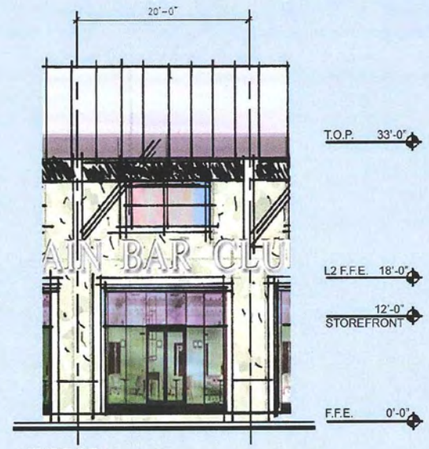
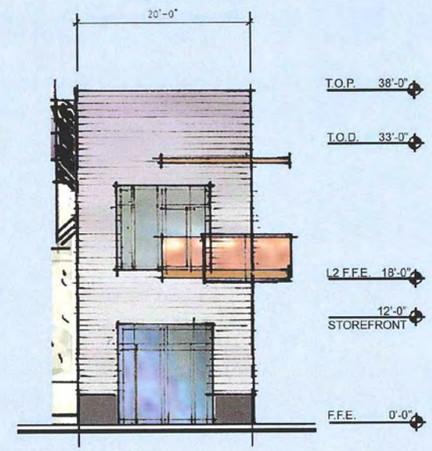
L2 14'-6" TOS. / 15'-0" TOD.
TOTAL 33'-0" TOD.
34'-0" TOP. (1'-0" PARAPET)



TYPE 2E
L1 18'-0" FTF.
L2 14'-6" TOS. / 15'-0" TOD.
TOTAL 33'-0" TOD.
33'-0" TOP. (NO PARAPET)



TYPE 2F
L1 18'-0" FTF.
L2 14'-6" TOS. / 15'-0" TOD.
TOTAL 33-0" TOD.
38'-0" TOP. (5'-0" PARAPET)

Scale: 1/8" = 1'0"

Hill Country Galleria

Village of Bee Cave, Texas

IDM
OPUS
LPC
Lincoln Property Company

Two Story Prototypes

RTKL

A5.3

City Council Meeting
6/27/2023
Agenda Item Transmittal

Agenda Item:	**10.**
Agenda Title:	**Discuss and consider action on Resolution No. 2023-11 approving a program for additional patrols or law enforcement services.**
Council Action:	**Discussion and possible action**
Department:	**City Manager**
Staff Contact:	**Clint Garza**

1. INTRODUCTION/PURPOSE

The purpose of this item is to discuss a resolution creating an application process for neighborhoods contracting with the city for law enforcement services.

2. DESCRIPTION/JUSTIFICATION

a) Background

From time to time neighborhood associations have requested additional law enforcement including patrols throughout specific areas. During the conversations, each association offered to fund off-duty patrol officers but staff would rather implement a process under which all neighborhoods can participate.

b) Issues and Analysis

The proposed application and resolution are 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
Resolution	Resolution Letter
Application	Backup Material

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BEE CAVE APPROVING A PROGRAM FOR ADDITIONAL PATROLS OR LAW ENFORCEMENT SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS PURSUANT TO THE PROGRAM

WHEREAS, the City of Bee Cave desires to further promote public safety and to protect the public interest by providing additional law enforcement services to a certain area in Bee Cave, Texas at the request of city residents; and

WHEREAS, the City of Bee Cave, by and through this resolution, establishes a program whereby areas of town may request additional law enforcement services be provided within designated areas at the requesting resident's expense; and

WHEREAS, the additional law enforcement services program adopted hereby will not replace or reduce law enforcement services provided by the City of Bee Cave within the requested area or elsewhere in the City; and

WHEREAS, the additional law enforcement services program must be funded by those applicant groups who wish to participate; and

WHEREAS, depending on the available resources and the specific requests made as part of the program, and irrespective of funding, the City must retain the ability to evaluate each request and grant or deny the request based on the totality of circumstances; and

WHEREAS, the City hereby creates this program which requires an application and approval/denial process; and

WHEREAS, the City Council of the City of Bee Cave finds such a program is in the best interest of the public, the citizens, and in furtherance of good governance.

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

1. The City of Bee Cave hereby adopts a program to provide additional law enforcement services at the request of residents of Bee Cave.

2. This program requires an application to be submitted and reviewed. The application shall be submitted to the chief of police for the City of Bee Cave and copied to the city manager's office and city secretary.

3. An application can only be submitted by a) a home/property/condominium association on behalf of the property owners within its boundaries; b) ten or more property owners (collectively) in a residential neighborhood without a home/property/condominium association, or c) five or more property owners (collectively) in a commercial or business zone. In the absence of a home/property/condominium association, all owners served by the application must agree that by submitting the application, all become responsible for their pro rata share of any funding costs required as part of the program.

4. Upon receipt of an application, the chief of police must evaluate the request and determine the estimate costs of providing the additional services to the application area. The chief of police shall evaluate the City's available resources and provide a report and recommendation to the city manager on each application. The city manager shall determine the proper cost estimate to be charged to the applicant(s) based on the actual anticipated additional costs the city is likely to incur if the services are provided. If the city manager determines the requested additional services cannot be performed without decreasing services provided to other citizens or cannot be performed without alterations to city personnel shifts or organizational size or structure, the city manager is authorized to deny the applicant's request. The city manager may also deny a request if the city manager determines granting the request may pose a health or safety risk for city employees, officials or citizens. An applicant whose request has been denied may appeal the denial to the city council by submitting a written letter of appeal within ten business days to the city secretary's office. The city council's decision on appeal is final. If the city manager does not take action on an application within forty-five days after receipt of a completed application, the application shall be considered denied, but subject to appeal to the city council.

5. If the city manager determines the additional requested services can be provided without increasing the number of city employees, the city manager may initially approve the request. However, the city manager must seek city council ratification within ninety days of approval. If the city manager determines the additional services can be provided but providing such additional services may require a budgetary amendment or other alteration, the city manager may submit the request to the city council for consideration along with a recommendation. The city council's determination on any application, whether on appeal or by submission, shall be final.

6. The city manager is authorized at any stage of this program to discuss, negotiate, or evaluate an application with the applicant(s) and any other person the city manager believes is necessary to give the application reasonable consideration.

7. The city manager is authorized to adopt reasonable rules and procedural regulations the city manager believes are necessary in order to accomplish the intent of this program and which are consistent with this resolution.

8. The City Manager is hereby authorized to execute one or more agreements for additional law enforcement services with applicants of the City of Bee Cave, provided that the additional law enforcement services shall be paid for by all served properties within an application requesting the additional services, and further provided that the execution of such agreements shall not reduce the ability of the City to provide effective law enforcement throughout the entirety of the City.

9. This resolution shall become effective immediately upon adoption.

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

CITY OF BEE CAVE, TEXAS

_____
Kara King, *Mayor*

ATTEST:

_____
Kaylynn Holloway, *City Secretary*

APPROVED:

_____
Ryan Henry, *City Attorney*

CITY OF BEE CAVE
APPLICATION FOR ADDITIONAL LAW ENFORCEMENT SERVICES

DATE SUBMITTED: _____

APPLICANT(S):

_____
_____
_____
_____
_____

APPLICANT(S) REPRESENTATIVE:

NAME: _____	**ADDRESS:** _____	**PHONE NUMBER:**
EMAIL:		

ALL ADDRESSES TO BE SERVED BY THIS APPLICATION:
(Attach additional pages if necessary)

Name of Owner	Address

NOTICES: Any notice required or permitted under this application shall be sent, postage prepaid, certified or registered mail, or delivered in person or by facsimile, with verification, as follows:

To the Applicant(s): _____
_____
_____
_____

SPECIFIC ADDITIONAL LAW ENFORCMENT PATROL OR RESOURCES REQUESTED:

_____
_____

_____
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REASON ADDITION SERVICES ARE NEEDED:

_____
_____
_____
_____
_____
_____
_____
_____

TIME PERIOD ADDITONAL SERVICES ARE TO BE PROVIDED:

STATE DATE: _____ **END DATE: _____**
(if temporary services requested)

LONG TERM REQUESTED: YES____ NO_____

FUNDING AMOUNT: _____
Applicant(s) shall provide a good faith estimate of the anticipated costs the applicant(s) and all served properties are willing to pay the City to fund the additional services. Such funding amount shall be a total of all serviced properties and not individual properties.

Notices:

1. **The applicant(s) representative signing this application shall not list a property as being served unless the representative has written authorization to bind the property to the terms of this program.**
2. **All properties served by this application must either attach the signature of an owner or other authorized representative for each property or written proof the signing representative to this application has authorization to bind all owners served by this application.**
3. **If the signing representative is an authorized representative of a home/property/condominium Applicant on behalf of the property owners within its**

boundaries, the signing representative must only provide authorization to sign for the Applicant and proof all served properties are properties within the Applicant. By submitting this application, the applicant(s) and all served properties agree to be bound by the terms of the program.

4. **If the applicant is a home/property/condominium Applicant submitting on behalf of the property owners within its boundaries, the Applicant is responsible for the full approved funding costs should this application be granted.**
5. **If the applicant is not a home/property/condominium Applicant submitting on behalf of the property owners within its boundaries, then all applicants and served properties shall be responsible and charged their pro rata share of the total approved funding costs upon approval of this application. Failure of any single served property or owner to pay the required pro rata share shall be grounds for being expelled from the program.**
6. **Each approved application shall be valid for only twelve months from the date of approval, unless agreed to otherwise in writing by the city manager and the signing representative. A new application must be submitted for any new twelve-month period.**
7. **Each approved application is subject to all adopted local, state, and federal laws.**
8. **Each approved application is subject to the discretion of the chief of police to adjust patrols and services at any time, taking into account varying circumstances, officer safety, citizen safety, available resources, and an overriding obligation to ensure services provided to the portions of the city not covered by the approved application do not fall below the level of regular services.**
9. **At no time should participation in this program be construed, viewed, or treated as a contract for goods or services provided to the City. This program is intended to allow requests for additional law enforcement services to citizens to be channeled, provide for an estimated cost recovery amount if such additional law enforcement patrols are provided, but does not place an obligation on law enforcement to rigidly provide law enforcement services on a contract or per-unit basis. Applicant acknowledges that the applicant understands law enforcement must adjust to varying situations and the program does not guarantee a strict patrol schedule or response time.**
10. **The City reserves the right to cease this program at any time.**
11. **The City may remove the applicant from the program, unilaterally, with fifteen (15) calendar days written notice to the applicant representative. Such removal may be for any reason or no reason. Applicant shall only be responsible for the estimate costs of the time prior to the date of removal from the program.**
12. **The Applicant or any served property may unilaterally remove themselves from the program at any time, with or without grounds, by providing the city written notice the applicant or served property no longer wishes to participate in the program. Applicant or served property ceasing to participate in the program shall only be responsible for the estimate costs of the services for the time prior to the date of removal from the program.**
13. **It is expressly understood and agreed that all law enforcement officers shall be subject to the control and supervision of the Chief of Police for the City of Bee Cave. Such officers shall have no duty or obligation to the Applicant or the residents of the area other than those duties and obligations the officers have to the public generally.**
14. **The City retains sole and independent authority regarding the hiring, supervision, discipline, and termination of law enforcement officers utilized under this program. All such officers are subject to the employment policies and practices of the City and shall not be interpreted,**

viewed, or construed to be employed or under the direction of the Applicant or any served property owner.

15. **As part of the funding amount, Applicant acknowledges and agrees, that any estimate funding amount under this program may include, but is not limited to, all *increases* in law enforcement officer salary, allowances, benefits, etc. that the City may occur during the term of this program as a result of the Applicant's granted application. By way of example only, such may include:**
    a. **Social Security;**
    b. **Medicare;**
    c. **Retirement;**
    d. **Workers Compensation/unemployment;**
    e. **Health and Life Insurance;**
    f. **Certification pay;**
    g. **Any overtime incurred at the request of the Applicant;**
    h. **Any overtime incurred because of circumstances related to the Area;**
    i. **Death and Dismemberment Insurance; and/or**
    j. **Cost of Living Adjustments.**
16. **All payments shall be made payable to the City of Bee Cave and shall be delivered to Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, TX 78738. Payments shall be made pursuant to any written rules or regulations adopted by the city manager, which Applicant(s) are entitled to written notice of any changes. In the absent of any written rules or regulations, payments are due on the first day of each month, starting on the first month after approval of this application.**
17. **A granted application is not assignable.**

Affiant: I, the undersigned representative, hereby affirm, under penalty of perjury, that all of the information submitted in this application is true and correct. I further affirm, under penalty of perjury, that I have authorization to submit the application for all properties listed as being served under this request.

Signatures: _____
Applicant(s) Representative

City Council Meeting
6/27/2023
Agenda Item Transmittal

Agenda Item:	**11.**
Agenda Title:	**Discuss and consider action on renewing the contract with Texas Municipal League Health Benefits Pool for employee health insurance and other benefits for fiscal year 2023-2024.**
Council Action:	**Approve or Deny**
Department:	**Administration**
Staff Contact:	**Brooke Winburn**

1. INTRODUCTION/PURPOSE

Discuss and consider action on renewing the contract with Texas Municipal League Health Benefits Pool for employee health insurance and other benefits for fiscal year 2023-2024.

2. DESCRIPTION/JUSTIFICATION

a) Background

The City of Bee Cave entered into an inter-local agreement for health benefit coverage with TML Health Benefits Pool (now TX Health Benefits Pool) in 2008 and renewed the agreement each following fiscal year for medical and dental insurance. Current fiscal year saw a 10% increase on medical and a 0% increase on dental coverage. Over the last 15 years Texas Health Benefits Pool re-rates have been lower than other insurance carriers.

b) Issues and Analysis

The new FY 2023-24 plan rates consist of a 18% increase for medical and 8% increase for dental (Please refer to the attachment for current and renewal rates). Compared to the current fiscal year, if all employees keep their selections the same, the estimated cost on health insurance coverage will increase by $109k. The estimated cost increase of dental coverage is $3,218.

Our insurance broker is currently in negotiations with TX Health Benefits Pool to hopefully bring down the rate increase. Due to short timelines, we currently only have the original rate increase. The dental rate will stay at the 8% increase.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

The re-rate from Texas Health Benefits Pool is due June 30, 2023. Renewal of the agreement would become effective October 1, 2023 and expire on September 30, 2024, if approved.

5. RECOMMENDATION

Staff recommends approval to renew the current plans with Texas Health Benefits Pool.

ATTACHMENTS:

Description	Type
Renewal Rates	Cover Memo
Renewal Rates	Cover Memo

Renewal Notice and Benefit Verification Form

Bee Cave

Original

Plan Year 10/01/2023 - 09/30/2024 (12 Months)

IMPORTANT NOTICE: *A signed renewal is required by the due date in your cover letter. If TX Health Benefits Pool does not receive the fully executed renewal notice by the indicated due date, you will no longer have an option to change benefits which will result in renewal of the benefit plans listed below at the new rates and the current employer contributions.*

Medical

Employer Group Medical Plan

Plan	Benefit Percent	In Net Ded	Out Net Ded	In Net OOP	Office Visit	Rates	Current	New
Copay-500-2K ER-DAW1&2	80/50	$500	$1000	$2000	$30	EE Only:	$632.82	$746.74
						EE + Spouse:	$1,284.62	$1,515.86
						EE + Child(ren):	$1,113.76	$1,314.26
						EE + Family:	$1,866.82	$2,202.86

In Network Deductible applies towards In Network OOP.

Medical and Dental Plan Accumulators will be based on Plan Year.

Monthly Employer Contribution Amounts

TX Health Benefits Pool requires 60% employer contribution toward employee medical – Minimum employer contribution is $448.04.

Please enter your monthly employer contribution amounts for active employees here, in dollars or percentages:

Plan	EE Only:		EE+Spouse*:		EE+Child(ren)*:		EE+Family*:	
	Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**
Copay-500-2K ER-DAW1&2	$_____	or _____%	$_____	or _____%	$_____	or _____%	$_____	or _____%

*If entering contributions in dollars, the dependent tier(s) **must** include the EE Only amount paid by employer in addition to any employer paid amounts for dependents. Percentages for dependent tier(s) will apply to the dependent tier amount less the EE Only amount.

NOTE: *If a contribution percentage is provided, it will be rounded up to the nearest penny.*

Are there different contributions based on other factors (ex: hourly vs salary, department or location based)? If so, please explain here:

_____

_____

Dental

Rates	Current (Dental III)	New (Dental III)
EE Only:	$37.64	$40.66
EE + Spouse:	$77.26	$83.46
EE + Child(ren):	$81.22	$87.74
EE + Family:	$115.54	$124.80

Please enter your monthly employer contribution amounts for active employees here, in dollars or percentages:

EE Only:		EE+Spouse*:		EE+Child(ren)*:		EE+Family*:	
Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**
$_____	or _____%	$_____	or _____%	$_____	or _____%	$_____	or _____%

*If entering contributions in dollars, the dependent tier(s) **must** include the EE Only amount paid by employer in addition to any employer paid amounts for dependents. Percentages for dependent tier(s) will apply to the dependent tier amount less the EE Only amount.

NOTE: *If a contribution percentage is provided, it will be rounded up to the nearest penny.*

COBRA Eligibility and Administration (Continuation of Coverage)

COBRA Eligible? Yes

COBRA Administration through TX Health Benefits Pool? Yes

NOTE: Employer will be charged a flat monthly fee of $80 regardless of how many members are utilizing COBRA.

Benefit Waiting Period

1st of mo after date of hire

Required Annual Eligibility and Enrollment Information

Please provide the following information:

1. Will you allow Employee Self Service (ESS) via TXHB Online for Open Enrollment and Qualifying Life Events? No ☐ Yes ☐

Signature Section

The undersigned employer hereby acknowledges that for an employee to receive coverage, TX Health Benefits Pool must receive enrollment information within thirty-one (31) days of the date of hire or within thirty-one (31) days of the coverage effective date, whichever is later, regardless of whether the Employer has a waiting period or a waiting and orientation period. If an enrollment is not submitted within this timeline, the employee cannot be added to the Plan until the next Open Enrollment period or a qualifying event occurs.

Employer Member Additional Acknowledgements and Agreements

1. Employer Member acknowledges and agrees that its signature on this Renewal Notice and Benefit Verification Form indicates its binding selections for renewal services through TX Health Benefits Pool.
2. Employer Member acknowledges that certain benefit service selections require completion and execution of additional forms and agreements and agrees that it will work with all due diligence and in good faith to complete, execute, and return all necessary forms and agreements to TX Health Benefits Pool prior to the beginning of the Group's open enrollment.
3. Employer Member acknowledges that TX Health Benefits Pool will only allow open enrollment for renewal services in good faith and without receiving all necessary signed benefit service forms and agreements if:
   A. A signed Renewal Notice and Benefit Verification Form with all necessary Employer Member selections and information has been received; and
   B. Employer Member has in good faith attempted but failed to approve and return the applicable benefit service forms and agreements timely.
4. Employer certifies that it has adopted an Employee Flexible Benefits Plan under Section 125 of the Internal Revenue Code. This Plan is offered to all eligible employees who are qualified by employment status.
5. Employer certifies that it will provide notice of the creditable status of the coverage it offers to new enrollees prior to the effective date of their coverage, as required by the Medicare Modernization Act.

Please sign by the due date and return this completed form via email to your Account Executive/Account Manager or TMLHealthMarketing@tmlhb.org.

742506365		
Tax ID Number	Authorized Signature	Date
Printed Name	Title	

The rates are based on census information five months prior to plan year. If the census changes by more than 10%, TX Health Benefits Pool reserves the right to revise rates due to census change and underwriting impact.

Rates are subject to change due to intervening events such as action taken by the TX Health Benefits Pool Board of Trustees, legislation passed during the plan year, or other events affecting benefits.

Supplemental benefits cannot be accessed without accessing the TX Health Benefits Pool Medical Benefit Plan.

YOUR RENEWAL QUOTE INCLUDES PROPRIETARY INFORMATION THAT SHOULD NOT BE SHARED WITH OTHER COMPETITORS OR USED TO CIRCUMVENT THE REQUIREMENTS OF TEXAS COMPETITIVE BIDDING LAWS. IN THE EVENT YOU RECEIVE A RENEWAL QUOTE AND LATER DECIDE TO ISSUE AN RFP, THE RENEWAL QUOTE MAY NOT BE SHARED WITH ANY OTHER COMPETITORS AS DOING SO WOULD DISADVANTAGE TX HEALTH BENEFITS POOL IN THE COMPETITIVE PROCESS. TX HEALTH BENEFITS POOL ALSO RESERVES THE RIGHT TO REVISE PREVIOUSLY ISSUED RATES IN RESPONSE TO YOUR RFP.

Renewal Notice and Benefit Verification Form

Bee Cave

Original

Plan Year 10/01/2023 - 09/30/2024 (12 Months)

IMPORTANT NOTICE: *A signed renewal is required by the due date in your cover letter. If TX Health Benefits Pool does not receive the fully executed renewal notice by the indicated due date, you will no longer have an option to change benefits which will result in renewal of the benefit plans listed below at the new rates and the current employer contributions.*

Medical

Employer Group Medical Plan

Plan	Benefit Percent	In Net Ded	Out Net Ded	In Net OOP	Office Visit	Rates	Current	New
Copay-500-2K ER-DAW1&2	80/50	$500	$1000	$2000	$30	EE Only:	$632.82	$746.74
						EE + Spouse:	$1,284.62	$1,515.86
						EE + Child(ren):	$1,113.76	$1,314.26
						EE + Family:	$1,866.82	$2,202.86

In Network Deductible applies towards In Network OOP.

Medical and Dental Plan Accumulators will be based on Plan Year.

Monthly Employer Contribution Amounts

TX Health Benefits Pool requires 60% employer contribution toward employee medical – Minimum employer contribution is $448.04.

Please enter your monthly employer contribution amounts for active employees here, in dollars or percentages:

Plan	EE Only:		EE+Spouse*:		EE+Child(ren)*:		EE+Family*:	
	Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**
Copay-500-2K ER-DAW1&2	$_____	or _____%	$_____	or _____%	$_____	or _____%	$_____	or _____%

*If entering contributions in dollars, the dependent tier(s) **must** include the EE Only amount paid by employer in addition to any employer paid amounts for dependents. Percentages for dependent tier(s) will apply to the dependent tier amount less the EE Only amount.

NOTE: *If a contribution percentage is provided, it will be rounded up to the nearest penny.*

Are there different contributions based on other factors (ex: hourly vs salary, department or location based)? If so, please explain here:

_____

_____

Dental

Rates	Current (Dental III)	New (Dental III)
EE Only:	$37.64	$40.66
EE + Spouse:	$77.26	$83.46
EE + Child(ren):	$81.22	$87.74
EE + Family:	$115.54	$124.80

Please enter your monthly employer contribution amounts for active employees here, in dollars or percentages:

EE Only:		EE+Spouse*:		EE+Child(ren)*:		EE+Family*:	
Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**	Amount	% of Rate**
$_____	or _____%	$_____	or _____%	$_____	or _____%	$_____	or _____%

*If entering contributions in dollars, the dependent tier(s) **must** include the EE Only amount paid by employer in addition to any employer paid amounts for dependents. Percentages for dependent tier(s) will apply to the dependent tier amount less the EE Only amount.

NOTE: *If a contribution percentage is provided, it will be rounded up to the nearest penny.*

COBRA Eligibility and Administration (Continuation of Coverage)

COBRA Eligible? Yes

COBRA Administration through TX Health Benefits Pool? Yes

NOTE: Employer will be charged a flat monthly fee of $80 regardless of how many members are utilizing COBRA.

Benefit Waiting Period

1st of mo after date of hire

Required Annual Eligibility and Enrollment Information

Please provide the following information:

1. Will you allow Employee Self Service (ESS) via TXHB Online for Open Enrollment and Qualifying Life Events? No ☐ Yes ☐

Signature Section

The undersigned employer hereby acknowledges that for an employee to receive coverage, TX Health Benefits Pool must receive enrollment information within thirty-one (31) days of the date of hire or within thirty-one (31) days of the coverage effective date, whichever is later, regardless of whether the Employer has a waiting period or a waiting and orientation period. If an enrollment is not submitted within this timeline, the employee cannot be added to the Plan until the next Open Enrollment period or a qualifying event occurs.

Employer Member Additional Acknowledgements and Agreements

1. Employer Member acknowledges and agrees that its signature on this Renewal Notice and Benefit Verification Form indicates its binding selections for renewal services through TX Health Benefits Pool.
2. Employer Member acknowledges that certain benefit service selections require completion and execution of additional forms and agreements and agrees that it will work with all due diligence and in good faith to complete, execute, and return all necessary forms and agreements to TX Health Benefits Pool prior to the beginning of the Group's open enrollment.
3. Employer Member acknowledges that TX Health Benefits Pool will only allow open enrollment for renewal services in good faith and without receiving all necessary signed benefit service forms and agreements if:
   A. A signed Renewal Notice and Benefit Verification Form with all necessary Employer Member selections and information has been received; and
   B. Employer Member has in good faith attempted but failed to approve and return the applicable benefit service forms and agreements timely.
4. Employer certifies that it has adopted an Employee Flexible Benefits Plan under Section 125 of the Internal Revenue Code. This Plan is offered to all eligible employees who are qualified by employment status.
5. Employer certifies that it will provide notice of the creditable status of the coverage it offers to new enrollees prior to the effective date of their coverage, as required by the Medicare Modernization Act.

Please sign by the due date and return this completed form via email to your Account Executive/Account Manager or TMLHealthMarketing@tmlhb.org.

742506365		
Tax ID Number	Authorized Signature	Date
Printed Name	Title	

The rates are based on census information five months prior to plan year. If the census changes by more than 10%, TX Health Benefits Pool reserves the right to revise rates due to census change and underwriting impact.

Rates are subject to change due to intervening events such as action taken by the TX Health Benefits Pool Board of Trustees, legislation passed during the plan year, or other events affecting benefits.

Supplemental benefits cannot be accessed without accessing the TX Health Benefits Pool Medical Benefit Plan.

YOUR RENEWAL QUOTE INCLUDES PROPRIETARY INFORMATION THAT SHOULD NOT BE SHARED WITH OTHER COMPETITORS OR USED TO CIRCUMVENT THE REQUIREMENTS OF TEXAS COMPETITIVE BIDDING LAWS. IN THE EVENT YOU RECEIVE A RENEWAL QUOTE AND LATER DECIDE TO ISSUE AN RFP, THE RENEWAL QUOTE MAY NOT BE SHARED WITH ANY OTHER COMPETITORS AS DOING SO WOULD DISADVANTAGE TX HEALTH BENEFITS POOL IN THE COMPETITIVE PROCESS. TX HEALTH BENEFITS POOL ALSO RESERVES THE RIGHT TO REVISE PREVIOUSLY ISSUED RATES IN RESPONSE TO YOUR RFP.

City Council Meeting
6/27/2023
Agenda Item Transmittal

Agenda Item:	**12.**
Agenda Title:	**Discuss and consider action on Resolution No. 2023-12 declaring the intent of the City of Bee Cave to annex into the city limits an approximately 3.311-acre tract of land located at Vail Divide & State Highway 71 and setting a public hearing.**
Council Action:	
Department:	**City Manager**
Staff Contact:	**Clint Garza, City Manager**

1. INTRODUCTION/PURPOSE

To discuss and consider action on Resolution No. 2023-12 declaring the intent of the City of Bee Cave to annex into the city limits an approximately 3.311-acre tract of land located at Vail Divide & State Highway 71 and setting a public hearing.

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
Resolution No. 2023-12	Resolution Letter
Exhibit	Backup Material

RESOLUTION NO. 2023-12

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BEE CAVE, TEXAS, DECLARING AN INTENT TO ANNEX THE DONATION ACCEPTING A DONATION FROM THE COUNTY OF LAKE TRAVIS OF A PORTION OF VAIL DIVIDE ROAD AND, OF AN APPROXIMATE TOTAL OF 3.311 ACRES; AUTHORIZING CITY STAFF TO POST AND SEND THE REQUIRED PUBLIC NOTICES, ORDERING THE SCHEDULING OF PUBLIC HEARINGS, DIRECTING CITY STAFF TO PREPARE A DRAFT ANNEXATION ORDINANCE FOR CITY COUNCIL'S CONSIDERATION AND DECLARING AN EFFECTIVE DATE.

WHEREAS, The City hereby accepts the donation of approximately 3.311 acres of land described in the attachments to this resolution, incorporated for all purposes; and

WHEREAS, after acceptance of the conveyance, the City recognizes the area accepted, lies outside of the City's municipal limits and in the City's extraterritorial jurisdiction; and

WHEREAS, the City Council finds it is in the best interest of the citizens and public to annex such property into the City's municipal limits; and

WHEREAS, the City is authorized to annex an area of land which it owns; and

WHEREAS, the City Council hereby shall schedule public hearings, order notice be published and otherwise complying with the legal requirements for annexation; and

WHEREAS, the area proposed for annexation is contiguous to the city limits of the City; and

WHEREAS, the area proposed for annexation, if annexed, would not exceed the maximum amount of area allowed for annexation per year by the City; and

WHEREAS, the City Council finds that proceeding forward with the annexation process is in the best interest of the public and the City.

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

SECTION 1.
The Council hereby adopts and finds to be true the recitals set out in the preamble to this resolution and they are incorporated for all purposes giving effect to this resolution.

SECTION 2.
Council expressly declares Council's intention to commence with public hearings required to commence the annexation process.

SECTION 3.
Council authorizes and orders the city manager to give written notice of the proposed annexation as required by law.

SECTION 4.
Council authorizes and orders the city manager to schedule one (1) public hearing to allow for the opportunity of persons interested in the proposed annexation to be heard. Such public hearing shall be scheduled for _____2023, at _____ am/pm.

SECTION 5.
Council authorizes and orders the city manager to post notice of one (1) scheduled public hearing in a newspaper of general circulation in the municipality and area proposed for annexation as well as on the City's web site.

SECTION 6.
Council authorizes and orders the city manager to prepare or have prepared such other documents as legally required for the proposed f annexation.

DULY PASSED AND APPROVED, on the _____ day of _____, 202____ at a regular meeting of the City Council of Bee Cave, Texas, which was held in compliance with the Open Meetings Act, Tex. Gov't Code § 551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF BEE CAVE, TEXAS

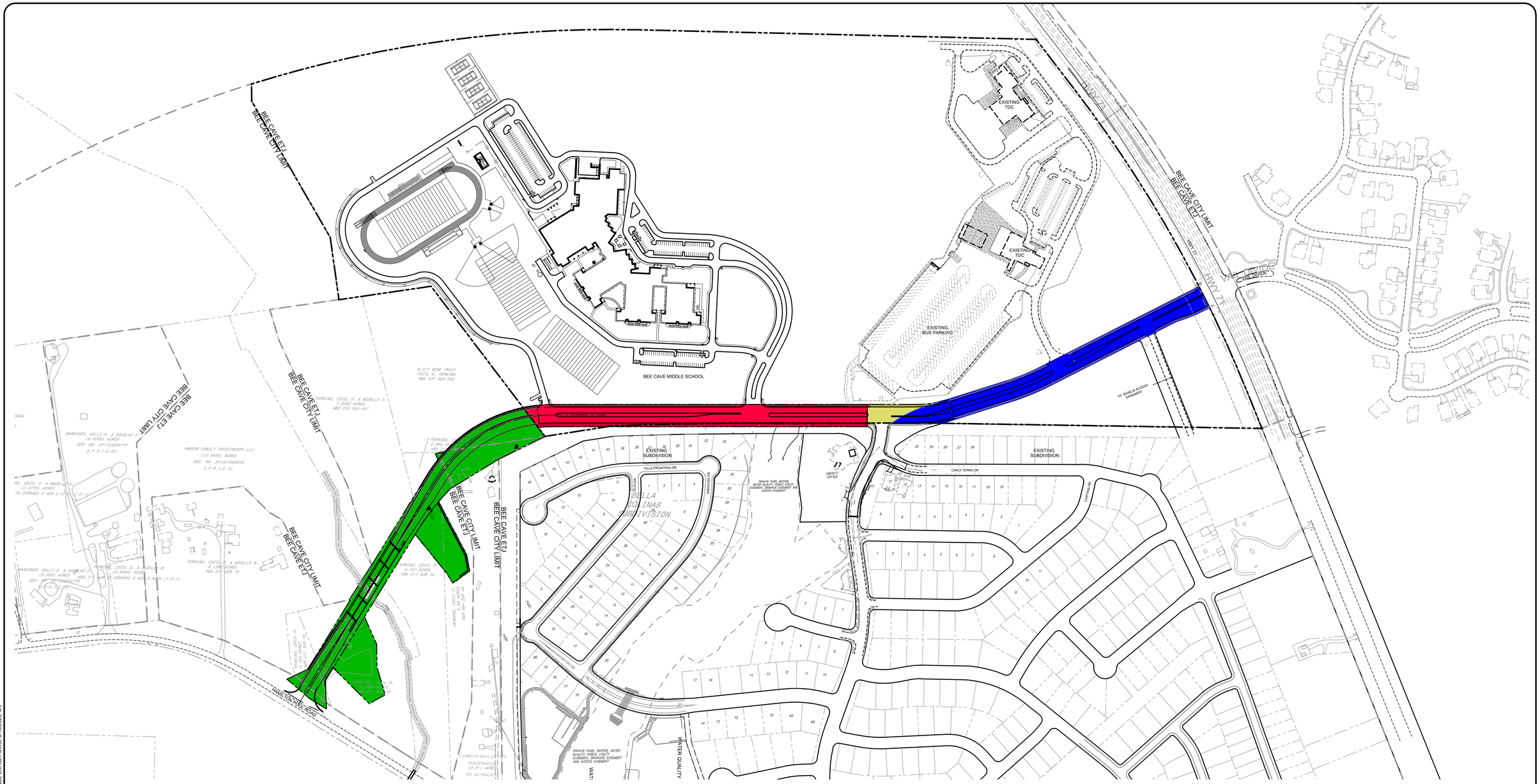
_____
Kara King, *Mayor*

ATTEST:

_____
Kaylyn Holloway, *City Secretary*

APPROVED:

_____
Ryan S. Henry, *City Attorney*



LEGEND

- ACCEPTANCE 2.961 ACRES.
- ACCEPTANCE 0.35 ACRES.
- ACCEPTANCE 3.28 ACRES.
- ACCEPTANCE 6.31 ACRES.

N

0 200'

SCALE: 1" = 200'

LTISD

VAIL DIVIDE ACCEPTANCE

MALONE ★ WHEELER
SINCE INC. 1995
CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT
5113 Southwest Pkwy, Suite 260
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786

F:\LTISD OVERALL\PROJECTS\15-015 LTISD MIDDLE SCHOOL 3 DESIGN\DRAWINGS\EXHIBITS\VAIL ACCEPTANCE EXHIBIT.DWG, 5/15/2023, MV

City Council Meeting
6/27/2023
Agenda Item Transmittal

Agenda Item:	**13.**
Agenda Title:	**Discuss and consider renewal of an Interlocal Agreement for public health services between the City of Austin and the City of Bee Cave**
Council Action:	**Approve or deny**
Department:	**Planning and Development**
Staff Contact:	**E. Megan Will, Director of Planning & Development**

1. INTRODUCTION/PURPOSE

This item is to consider a new five-year renewable Interlocal Agreement for Public Health Services between the City of Austin and City of Bee Cave.

2. DESCRIPTION/JUSTIFICATION

a) Background

The City of Bee Cave initially entered into an Interlocal Agreement with the Austin/Travis County Health and Human Services (A/TCHHS) in April, 2009 that included provisions for renewal up to 4 successive one (1) year terms. Council exercised those renewal options. A second 5-year renewable agreement was signed in October 2018. Council exercised the 4 successive one (1) year terms. The proposed new agreement is similarly structured and may also be renewed for an additional four (4) one-year terms.

b) Issues and Analysis

A/TCHHS personnel have continued to perform well in providing services to Bee Cave's restaurants and various food establishments. A/TCHHS and their assigned personnel have communicated necessary information to the Planning and Development Department and have been proactive in contacting staff when (infrequent) issues have arisen.

Businesses needing health permits apply directly to the A/TCHHS. They collect the fees as established by the City of Austin. The City of Bee Cave does not collect any fees. There have been adjustments in fees in the most recent (3/11/22) update, some have been reduced and a few increased slightly, but most have remained the same.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

The current agreement expires on September 30, 2023. The new ILA, if approved, would be for a term beginning October 1, 2023 and ending September 30, 2024, with four one (1) year renewal options.

5. RECOMMENDATION

Approve Interlocal Agreement

ATTACHMENTS:

Description	Type
Draft Interlocal Agreement	Backup Material
Fee Schedule	Backup Material

INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC HEALTH SERVICES BETWEEN THE CITY OF AUSTIN AND THE CITY OF BEE CAVE

This Agreement for Public Health Services ("Agreement") is made and entered into by and between the City of Austin, a municipal corporation and political subdivision of Texas ("Austin") and the City of Bee Cave, Travis County, a municipal corporation and political subdivision of Texas ("Bee Cave"), together the "parties," and each individually, a "party."

RECITALS

Austin and Bee Cave have the authority to provide for the enactment and enforcement of ordinances for the general welfare and health of local citizens under Chapter 51 of the Texas Local Government Code and other statutes.

Austin has established a public health department to provide for and promote public health through the enforcement of laws and ordinances governing activities affecting public health in Austin.

Bee Cave has adopted public health ordinances and wishes to secure certain health inspection services from Austin

Austin has experienced and trained personnel that can provide inspection services to Bee Cave in a way that would be more efficient than efforts by Bee Cave to provide those same services directly to its residents.

Austin and Bee Cave have the authority to enter into this Agreement under Chapter 791 of the Texas Government Code and Chapter 121 of the Health and Safety Code.

NOW, THEREFORE, in consideration of the agreements and consideration set forth below, the amount and sufficiency of which are hereby acknowledged, Bee Cave and Austin agree as follows:

1.0 DEFINITIONS

1.01 "Austin " means City of Austin, Texas.

1.02 "Custodial Care" means a general environmental health and safety inspection conducted at the request of a facility operator or resident to fulfill the requirements of the state licensing agency for child care, adoption or foster care.

1.03 "Director" means the Director of Austin Public Health.

1.04 "Food Enterprise" has the same meaning set forth in the Austin City Code

.

1.05 "Mayor" means the Mayor of Bee Cave or his or her successor.

1.06 "Fiscal Year" means the twelve (12) month time-period between October 1 and September 30 of the following year.

2.0 AGREEMENT TERM

Initial Term. This Agreement will be effective for a 12-month term beginning October 1, 2023 and ending September 30, 2024, unless sooner terminated under the terms of this Agreement.

It is understood and agreed that in no event shall any provision of this Agreement or any contract entered into under the terms of this Agreement be interpreted to obligate either party to provide funding or services beyond the revenues currently available to the party.

Renewal Term(s). This Agreement may be renewed for an additional four (4) successive 12-month terms upon written approval of the parties.

3.0 RESPONSIBILITIES OF AUSTIN

3.01 Austin shall:

3.01.1 Conduct inspections and help administer and enforce state laws and Bee Cave's ordinances regulating Food Enterprises and Custodial Care establishments**.** More specifically, Austin shall conduct plan review, permit issuance, inspections, and complaint investigations, and shall participate in Bee Cave's administrative enforcement as described in section 3.03 of the Agreement.

3.01.2 Prepare and maintain case files of completed inspections, and inform Bee Cave of the results of such inspections and any recommendations for action by Bee Cave.

3.01.3 Ensure Austin-staff is available to testify at court proceedings in the event suit is brought regarding the services provided under this Agreement or Bee Cave's enforcement actions.

3.01.4 Collect all fees related to inspection, permitting, and plan review activities as provided for in this Agreement from affected businesses based on fee rates set forth in Exhibit A or as otherwise amended by the Austin City Council.

3.02 Austin shall have no duty to perform the following activities and Bee Cave agrees to be fully responsible for the following:

3.02.1 Initiate or prosecute civil or criminal suits resulting from complaints or cases investigated under this Agreement.

3.02.2 Schedule or conduct enforcement hearings.

3.02.3 Assess or collect any penalties, fines or liens.

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3.03 Enforce state law(s) and any applicable Bee Cave ordinances, which shall be limited to on-site investigations, issuance of notices, attempts to secure voluntary compliance, and provision of witness testimony and evidence by Austin-staff at administrative hearings before Bee Cave City Council or its delegate.

4.0 RESPONSIBILITIES OF BEE CAVE

4.01 Bee Cave shall:

4.01.1 Authorize personnel of Austin Public Health to act as its agents in enforcing state law and applicable Bee Cave ordinances.

4.01.2 Provide Austin certified copies of Bee Cave ordinances intended to be enforced in accordance with this Agreement.

4.01.3 Schedule and conduct required legal enforcement hearings related to services rendered under this Agreement. Additionally, Bee Cave will be responsible for implementing legal enforcement measures that result from enforcement hearings.

4.01.4 Assess and collect fines and penalties and enforce liens.

4.01.5 Notify Austin Public Health regarding Food Enterprises for which Bee Cave has received a site plan or building permit application.

5.0 MUTUAL RESPONSIBILITIES

Austin and Bee Cave agree to meet annually to establish and evaluate operating policies and procedures and make adjustments or changes that may mutually benefit both parties, unless otherwise scheduled by mutual agreement.

6.0 COMPENSATION

In consideration of the services to be provided by Austin under this Agreement, Bee Cave grants to Austin the exclusive right to bill, collect, and retain all inspection, permit and other fees from residents and businesses located within the corporate limits of Bee Cave, Texas based on fee rates set forth in Exhibit A, incorporated herein for all purposes, or as otherwise amended by Austin City Council.

By approving this Agreement, Bee Cave hereby adopts the fees described in Exhibit A, waives all rights to fees collected by Austin, and designates Austin as its exclusive agent for purposes of providing the services and collecting the related fees as described in this Agreement. The parties agree that Austin shall bill and collect fees in accordance with Austin policies and procedures.

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In recognition of the fact that Austin's only compensation under this Agreement will be the fees it is able to collect from Bee Cave's residents and businesses, Bee Cave agrees to promptly take action against any resident or business that fails to pay a fee in a timely manner.

7.0 ENTIRE AGREEMENT

All oral and written agreements between the parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

8.0 RETENTION, ACCESSIBILITY AND AUDIT OF RECORDS AND REPORTS

8.01 Original Records. Austin, on behalf of Bee Cave, shall create and maintain files and records regarding permits, investigations and enforcement activities undertaken under this Agreement. All original records shall belong to Austin. Bee Cave shall be entitled to make and retain such copies as may be necessary to document its work.

8.02 Record Retention. Austin shall maintain the original of all routine fiscal and performance records and documentation of its activities performed under this Agreement in a readily available state and location until the later of: a) the completion by Bee Cave of an audit in conformance with generally accepted accounting principles and procedures for governmental organizations or b) three (3) years after the Agreement term in which the activity occurred. Bee Cave shall maintain records related to this Agreement in Accordance with applicable government records retention schedules.

8.03 Bee Cave Access. Austin shall give Bee Cave, or its duly authorized representatives, full and reasonable access to and the right to examine all books, records, accounts, reports, files, and other papers, things or property belonging to or in use by Austin pertaining to this Agreement in an accessible location at reasonable times and for reasonable periods. These rights to access shall continue as long as these records are retained by Austin.

8.04 Bee Cave Audit. Bee Cave has the right to conduct an annual financial and compliance audit of Austin's performance of this Agreement. Austin shall permit Bee Cave, or its duly authorized representatives, to audit Austin's records that relate to this Agreement and to copy, at Bee Cave's expense, any document, materials or information necessary to facilitate these audits.

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8.05 Austin Access. Bee Cave shall give Austin, or its duly authorized representatives, full and reasonable access to and the right to copy and examine all books, records, accounts, reports, files, and other papers, things or property belonging to or in use by Bee Cave pertaining to this Agreement in an accessible location at reasonable times and for reasonable periods. These rights to access shall continue as long as these records are retained by Bee Cave. As requested by Austin, Bee Cave shall certify to Austin the financial records relating to the performance of this Agreement.

9.0 AGENCY

The parties expressly acknowledge and agree that the actions of Austin personnel while in the performance of duties authorized by this Agreement shall be deemed to be the actions of Bee Cave. However, no employee of Austin shall be considered an employee of Bee Cave for purposes of gaining any rights or benefits available to an employee of Bee Cave pursuant to Bee Cave's personnel policies.

10.0 ON-SITE MONITORING

Bee Cave has the right to perform periodic on-site monitoring of Austin's compliance with the provisions of this Agreement and of the adequacy and timeliness of Austin's performance under this Agreement.

11.0 TERMINATION AND REMEDIES, CANCELLATION

11.01 Breach. Either party may terminate this Agreement if the other is in breach of an obligation and fails to cure such breach within thirty (30) days of receipt of written notice from the non-breaching party. If more than thirty (30) days are required to cure such default or breach, a reasonable time in excess of said days may be established, provided both parties agree in writing as to the time period to be substituted.

11.02 Termination. Either party has the right to terminate this Agreement, in whole or in part, as follows:

11.02.1 The other party fails to comply with a term or condition of this Agreement and failed to cure the breach in accordance with Section 11.01 of the Agreement;

11.02.2 The party is unable to conform to changes required by federal, state or local laws or regulations; or

11.02.3 The governing body of either party fails to approve funding sufficient to meet its obligations under the Agreement during their annual budget planning and adoption process.

11.03 Procedure for Termination. In the event of termination under Sections 11.02.2 or 11.02.3 of the Agreement, the party desiring to terminate shall notify the other party

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in compliance with the notice provision described in Section 14 of the Agreement regarding the decision to terminate and specify an effective date of termination that is at least thirty (30) days after that notice and, in the case of partial termination, the portion of the Agreement to be terminated.

11.04 Termination Without Cause. Either party may terminate this Agreement at any time, in whole or in part, without cause, upon providing at least sixty (60) days written notice to the other party.

11.05 Rights Surviving Termination. City's right to bill and collect any fee that became due during the term of this Agreement shall survive the termination of this Agreement.

12.0 AMENDMENTS

This Agreement may be amended only in a writing approved by each party's governing body and signed by an authorized representative of each party.

13.0 LIABILITIES, CLAIMS

13.01 Liability. Austin shall not be liable for any claims, damages or attorney's fees arising from negligence or unlawful acts of Bee Cave or Bee Cave's agents arising from the performance of duties or responsibilities under this Agreement. Bee Cave shall not be liable for any claims, damages or attorney's fees arising from acts of Austin or Austin's employees conducted outside the scope of this Agreement.

13.02 Claims. If any claim or other action, including proceedings before an administrative agency, is made or brought by a person, firm, corporation or other entity against Austin or Bee Cave relating to the performance of the obligations under this Agreement, the party receiving notice of the claim shall give written notice to the other party of the claim or other action within three (3) working days after being notified of it or the threat of it, such notice to include: the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner described in Section 14 of the Agreement. Except as otherwise directed, each party shall furnish the other with copies of all pertinent papers received by that party with respect to such claims or actions.

14.0 NOTICES

14.01 Written Notice. Unless otherwise specified, all notices to be given to either party under this Agreement shall be in writing and may be delivered by courier or sent via electronic mail or postage pre-paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses

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designated below, upon receipt in case of hand delivery or electronic mail, and three (3) days after deposit in the U.S. Mail, in case of mailing.

14.02 Bee Cave Address. The address of Bee Cave for all purposes under this Agreement and all notices hereunder shall be:

City Manager
City Hall
City of Bee Cave
4000 Galleria Parkway
Bee Cave, Texas 78738
Email: _____

14.03 City of Austin Addresses. The addresses of Austin for all purposes under this Agreement and all notices hereunder shall be:

City of Austin
Office of the City Manager
City Hall
301 West 2nd Street, Third Floor
Austin, Texas 78767

With copies to:

Adrienne Sturrup, Director (or successor)
Austin Public Health Department
7201 Levander Loop, Building E
Austin, Texas 78702
Email: Adrienne.Sturrup@austintexas.gov

Marcel Elizondo, Division Chief (or successor)
Austin Public Health Department
P.O. Box 142529
Austin, Texas 78714
Email: Marcel.Elizondo@austintexas.gov

14.04 Change of Address. Each party may change the address for notice to it by giving notice of the change in compliance with Section 14.01 of the Agreement.

15.0 LAW AND VENUE

This Agreement is governed by the laws of the State of Texas and all obligations under it are performable in Travis County, Texas. It is expressly understood that venue for any lawsuit or dispute arising out of or relating to this Agreement will be in Travis County.

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16.0 COMPLIANCE WITH LAWS

Austin and Bee Cave shall observe and comply with the Constitutions of the United States and the State of Texas, and all applicable federal, state, City of Austin and Bee Cave laws, rules, ordinances and regulations affecting the conduct and performance of all obligations undertaken pursuant to this Agreement.

17.0 RESERVATION OF RIGHTS AND REMEDIES, NON-WAIVER; NO JOINT VENTURE

17.01 Rights and Remedies. If either party breaches this Agreement, the other party shall be entitled to any and all rights and remedies provided for by Texas law and any applicable Federal laws or regulations. All rights of Bee Cave and Austin, respectively, under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right under this Agreement. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

17.02 Non-Waiver. One or more acts of forbearance by either party to enforce any provision of this Agreement or any payment, act or omission by either party shall not constitute or be construed as a modification of this Agreement or a waiver of any breach or default of the other party which then exists or may subsequently exist.

17.03 Immunity or Defense. It is expressly understood and agreed that, in the execution of this Agreement, neither Austin nor Bee Cave waives nor shall 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.

17.04 No Joint Venture or Joint Enterprise/No Third Party Beneficiaries. This Agreement shall not be construed to establish a joint venture or joint enterprise by the parties, nor shall this Agreement be construed to create or grant rights, contractual or otherwise, to any other person, or entity not a party to this Agreement.

18.0 ASSIGNABILITY

Neither party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by both parties that no officer, agent, employee or representative of either party has any authority to assign any part of this Agreement unless expressly granted that authority by the party's governing body.

19.0 BINDING CONTRACT

Subject to Section 18.0, this Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Agreement.

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20.0 SEVERABILITY

If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of it shall be construed as if that portion were not included in the Agreement and shall remain valid and binding.

21.0 MEDIATION

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

22.0 INTERPRETATIONAL GUIDELINES

22.01 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that Bee Cave has declared a holiday for its employees it shall be omitted from the computation.

22.02 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

23.0 DESIGNATION OF CODE ENFORCEMENT OFFICERS

Approval of this Agreement by Bee Cave City Council constitutes Bee Cave's designation of its authority to enforce Bee Cave's ordinances regulating Food Enterprises and Custodial Care establishments and to collect related fees, as provided in this Agreement, to qualified personnel of Austin Public Health as Code Enforcement Officers of Bee Cave.

24.0 NON-APPROPRIATION.

The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Austin City Council. Austin's performance obligations rely solely on funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to Bee Cave. Austin shall provide Bee Cave written notice of the failure of Austin to make an adequate appropriation for any fiscal year to perform under the Agreement, or the reduction of any appropriation to an amount insufficient to permit Austin to perform its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to Austin.

DRAFT

Executed on this the _____ day of _____, 2023.

CITY OF BEE CAVE

By: _____

Title: _____

CITY OF AUSTIN

By: _____

Title: _____

DRAFT

City of Austin/Inter-Locals		Travis County	
Cash, check, money orders, MasterCard, Visa, American Express, and Discover Card		Cash, check or money orders payments accepted.	
FOOD PROTECTION FEES			
Food Establishment Operating Permit Fees			
Food Service, Retail Food, Food Processing Plant or Warehouse	**FEES**	**Food Service, Retail Food**	**FEES**
*Fees marked with **** are not applicable to Charitable Feeding Organizations*			
Risk Categories:	Size Categories:	Risk Categories:	Size Categories:
1 (low risk)	**A** (>50 employees)	**1** (low risk)	**A** (>50 employees)
2 (medium risk)	**B** (26-50 employees)	**2** (medium risk)	**B** (26-50 employees)
3 (high risk)	**C** (1-25 employees)	**3** (high risk)	**C** (1-25 employees)
Low Risk/Small – 1C****	$359	Low Risk/Small – 1C	$250
Low Risk/Medium – 1B****	$378	Low Risk/Medium – 1B	$275
Low Risk/Large – 1A****	$416	Low Risk/Large – 1A	$300
Medium Risk/Small – 2C****	$532	Medium Risk/Small – 2C	$275
Medium Risk/Medium – 2B****	$608	Medium Risk/Medium – 2B	$300
Medium Risk/Large – 2A****	$684	Medium Risk/Large – 2A	$300
High Risk/Small – 3C****	$601	High Risk/Small – 3C	$275
High Risk/Medium – 3B****	$782	High Risk/Medium – 3B	$300
High Risk/Large – 3A****	$896	High Risk/Large – 3A	$300
Child Care Facility	$359	**Child Care Facility**	$250
Qualified High Quality Child Care Facility	$0		
		Food Processing Plant or Warehouse	n/a
Certified Farmers Market Permit Fees			
Class A	$100	Class A	n/a
Class B	$100	Class B	n/a
Mobile Food Vendor Fees			
Mobile Food Vendor Application Fee	$105	Unrestricted/Unit	$273
Unrestricted Permit/Unit	$290	Restricted/Unit	$198
Restricted Permit/Unit	$212	Mobile Food Vendor TC Fire Inspection	$204
Mobile Food Vendor Re-inspection	$109	Mobile Food Vendor TC Fire Re-inspection	$204
Mobile Food Vendor AFD Fire Inspection*	$265	First TC Fire Re-inspection at no cost.	
Mobile Food Vendor AFD Fire Re-inspection*	$265		
Mobile Food Vendor AFD Cancellation Fee**	$150		
*Fees are assessed by COA Fire Department.			
First AFD Fire Re-inspection at no cost.			
** Cancellation Fees may be assessed for No Shows			
Temporary Food Permit Fees			
1 booth, 1 calendar day	$57/booth	1-5 calendar days	$98/booth
1-5 calendar days	$114/booth	6-14 calendar days	$145/booth
6-14 calendar days	$172/booth	Expedited/Late Permit Application Fee	n/a
Expedited/Late Permit Application Fee	$100		
Vending Machine Fees			
Vending Machine Application Fee	$120	Vending Machine Application and Permit Fee	n/a
Permit Fee (per machine)	$25		
Food Enterprise Inspection Fees			
Pre-Opening Inspection	$178	Pre-Opening Inspection	n/a
Food Re-inspection	$109	Food Re-inspection	n/a
Central Preparation Facility Registration	$150		
Food Enterprise Plan Review Fees			
New Construction	$312	New Construction	$10
Remodel of Permitted Facility		Remodel of Permitted Facility	
>10,000 sq. ft.	$312	>10,000 sq. ft.	$10
2,500-10,000 sq. ft.	$266	2,500-10,000 sq. ft.	$10
<2,500 sq. ft.	$221	<2,500 sq. ft.	$10
Food Manager Certificate (FMC) Fees – City Only			
FMC Reciprocity Certificate	$31		
FMC Duplicate Certificate	$16		
OTHER FEES			
Custodial Inspection	$110	Custodial Inspection	n/a
Qualified High Quality Child Care Facility	$0		
Junk Yard, Auto Wrecking & Salvage Yard	n/a	Junk Yard, Auto Wrecking & Salvage Yard	$25
Slop and Swill Permits (per vehicle)	$128	Slop and Swill Permits (per vehicle)	n/a
Tourist Court Permits	$150	Tourist Court Permits	n/a
Food/Pool Inspection outside of normal work hours	$173	Food/Pool Inspection outside of normal work hours	n/a
Permit Late Fee	$100	Permit Late Fee	n/a
Food/Pool Variance Request/HACCP Review	$337	Food/Pool Variance Request/HACCP Review	n/a
SWIMMING POOL/SPA FEES			
Swimming Pool Permit	$221	Swimming Pool Permit	$95
Spa Permit	$221	Spa Permit	$95
Additional Spa Permit	$151	Additional Spa Permit	$95
Pool/Spa Plan Review (New or Remodel)	$312	Pool/Spa Plan Review (New or Remodel)	$50
Certificate of Occupancy Inspection	$224	Certificate of Occupancy Inspection	n/a
Change of Ownership Inspection	$224	Change of Ownership Inspection	n/a
Pool/Spa Re-inspection	$150	Pool/Spa Re-inspection	n/a

Updated 3-11-2022 Effective 10-1-2021

City Council Meeting
6/27/2023
Agenda Item Transmittal

Agenda Item:	**14.**
Agenda Title:	**Discussion and possible action regarding traffic safety on Bee Cave Parkway, including recently installed median beatification activities.**
Council Action:	
Department:	**City Manager**
Staff Contact:	**Clint Garza, City Manager**

1. INTRODUCTION/PURPOSE

To discuss and possible action regarding traffic safety on Bee Cave Parkway, including recently installed median beatification activities.

2. DESCRIPTION/JUSTIFICATION

a) Background

As a part of the various Backyard PDD Ordinances the City required developer to make median beautification improvements along Bee Cave Parkway. Since installation, residents have expressed concern with site distance visibility, especially for NB turning movements from Tordera Dr.

b) Issues and Analysis

Council may use this item to discuss potential changes or improvements desired as a result of the discussion up to and including landscaping changes or signalizing the intersection.

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
Ord 428	Backup Material

ORDINANCE NO. 428

AN ORDINANCE OF THE CITY OF BEE CAVE, TEXAS ("CITY") REPEALING AND REPLACING THE ZONING OF REAL PROPERTY FROM CURRENT ZONING AS A PLANNED DEVELOPMENT OFFICE DISTRICT ESTABLISHED IN ORDINANCE NO. 404, TO A PLANNED DEVELOPMENT OFFICE DISTRICT ("PD-OFFICE") AS DESCRIBED HEREIN FOR A TRACT OF LAND BEING APPROXIMATELY 35.139 ACRES, WHICH LAND IS LOCATED GENERALLY NORTH OF HIGHWAY 71 AND WEST OF HIGHWAY 620 AND SOUTH OF BEE CAVE PARKWAY IN THE CITY AND WHICH LAND IS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A1"; ATTACHED HERETO (THE "PROPERTY"); APPROVING A TRANSFER OF IMPERVIOUS COVER FROM PROPERTY DESCRIBED IN EXHIBIT "A2", ATTACHED HERETO; APPROVING A CONCEPT PLAN, ATTACHED HERETO AS EXHIBIT "B"; APPROVING DEVELOPMENT STANDARDS DESCRIBED IN EXHIBIT "C", ATTACHED HERETO; APPROVING ARCHITECTURUAL ELEVATIONS DEPICTED IN EXHIBIT "D", ATTACHED HERETO; PROVIDING FOR FINDINGS OF FACT, SEVERABILITY, EFFECTIVE DATE, PROPER NOTICE AND MEETING; PROVIDING FOR PENALTIES.

WHEREAS, the Planning and Zoning Commission and the City Council of the City, in compliance with the laws of the State of Texas, have given the requisite notices by publication and otherwise, and have held two public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City is of the opinion and finds that said zoning change should be granted and that the Comprehensive Zoning Ordinance and Map should be amended as set forth herein; and

WHEREAS, the development proposed by the zoning applicant complies with the current City Ordinances except as modified by the Planned Development Standards contained in Exhibit "C", or except as otherwise modified herein; and

WHEREAS, any protest made against the proposed change of Zoning Classification has been duly considered by the City Council; and

WHEREAS, Sec. 32.03.015 of the City Zoning Ordinance provides that the purpose of a Planned Development District is to provide for the development of land as an integral unit for single or mixed use in accordance with a Concept Plan that may include uses, regulations and other requirements that vary from the provisions of other zoning districts, and to encourage flexible and creative planning to ensure the compatibility of land uses, and to allow for the adjustment of changing demands to meet the current needs of the community; and

WHEREAS, the development proposed by the zoning applicant includes uses that have not been previously described in the City's zoning ordinances; and

WHEREAS, this Property is intended to continue to serve as the location for the outdoor music venue named "The Backyard" which business has been enjoyed by residents and visitors to the City alike for many years; and

WHEREAS, the proposed development supports many of the objectives of the City's Comprehensive Plan which calls for Bee Cave to be a unique place that encourages unique types of businesses, particularly in the arts and that is structured for people who live, work and shop within the City with an emphasis on recreational trails, parks and pedestrian and bicycle traffic;

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

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

SECTION 2. No changes to the City Zoning Ordinance or Zoning Map of the City of Bee Cave, Texas, are required other than to substitute this ordinance number for any previous zoning ordinances effecting the Property.

SECTION 3. Development. The Development Standards applicable to development of this Property shall be as set forth in this Ordinance and the accompanying exhibits, attached hereto and incorporated herein (the "Project") without regard to any previous ordinances and which Development Standards are hereby approved. The City Council would not necessarily authorize development of the Property in accordance with this PDD absent the specific Development Standards set out in Exhibit "C" and the Concept Plan depicted in Exhibit "B". The authority granted by this Ordinance is therefore specific to this Project as it has been represented by the applicants unless this Ordinance is subsequently amended or modified by approval of the City, or unless such changes are expressly authorized by Exhibit "C" to this Ordinance or considered minor modification. Architectural Elevations, described in Exhibit "D", attached hereto, are hereby approved but may be revised or modified as described in Exhibit "C".

SECTION 4. Concept Plan. The Concept Plan, attached hereto as Exhibit "B", is approved for this Project. Any proposed use or development depicted on the Concept Plan shall not be deemed authorized or approved by the City of Bee Cave until a final site plan ("Site Plan") is approved for such use and/or development in accordance with the terms and conditions of Chapter 32 of the Code of Ordinances and the requirements set out herein.

SECTION 5. Uses. All uses described in Exhibit "C", are hereby approved. Permitted Uses associated with Office District zoning are not authorized by this Ordinance unless listed as Permitted Uses in Exhibit "C". Conditional Uses associated with Office District zoning are likewise not authorized by this Ordinance unless listed as a Permitted Use.

SECTION 6. Transfer of Impervious Cover. The Applicant's request to transfer

impervious cover from the property described in Exhibit "A-2" ("Old Backyard Property") to the Property described in Exhibit "A-1" is approved. In addition to use of the impervious cover within the Property described in Exhibit "A-1" the Applicant is authorized to use any excess impervious cover on the Project known as the Terraces located on Bee Cave Parkway east of the Backyard Project.

SECTION 7. Severability. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjusted or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal or unconstitutional, and shall not affect the validity of Chapter 32, Zoning, of the City of Bee Cave Code of Ordinances and Map as a whole.

SECTION 8. Repealer. All ordinances or parts of ordinances in force regarding the zoning of this Property when the provisions of this Ordinance become effective are hereby repealed.

SECTION 9. That any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Bee Cave, Texas, shall be punished by a fine not to exceed the sum of two thousand dollars ($2,000.00) for each offense, and each and every day of any such violation shall be deemed to constitute a separate offense, in accordance with the City's Code of Ordinances.

SECTION 10. Effective Date. That this Ordinance shall take effect immediately from and after its passage and publication as required by law.

SECTION 11. Notice and Meeting Clause. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED by the City Council of the City of Bee Cave, Texas, on the 26th day of May 2020.

CITY OF BEE CAVE, TEXAS

Kara King

Kara King, Mayor

ATTEST:

Kaylynn Holloway, City Secretary

APPROVED AS TO FORM:

City Attorney
DENTON NAVARRO ROCHA BERNAL & ZECH

EXHIBIT A - 1

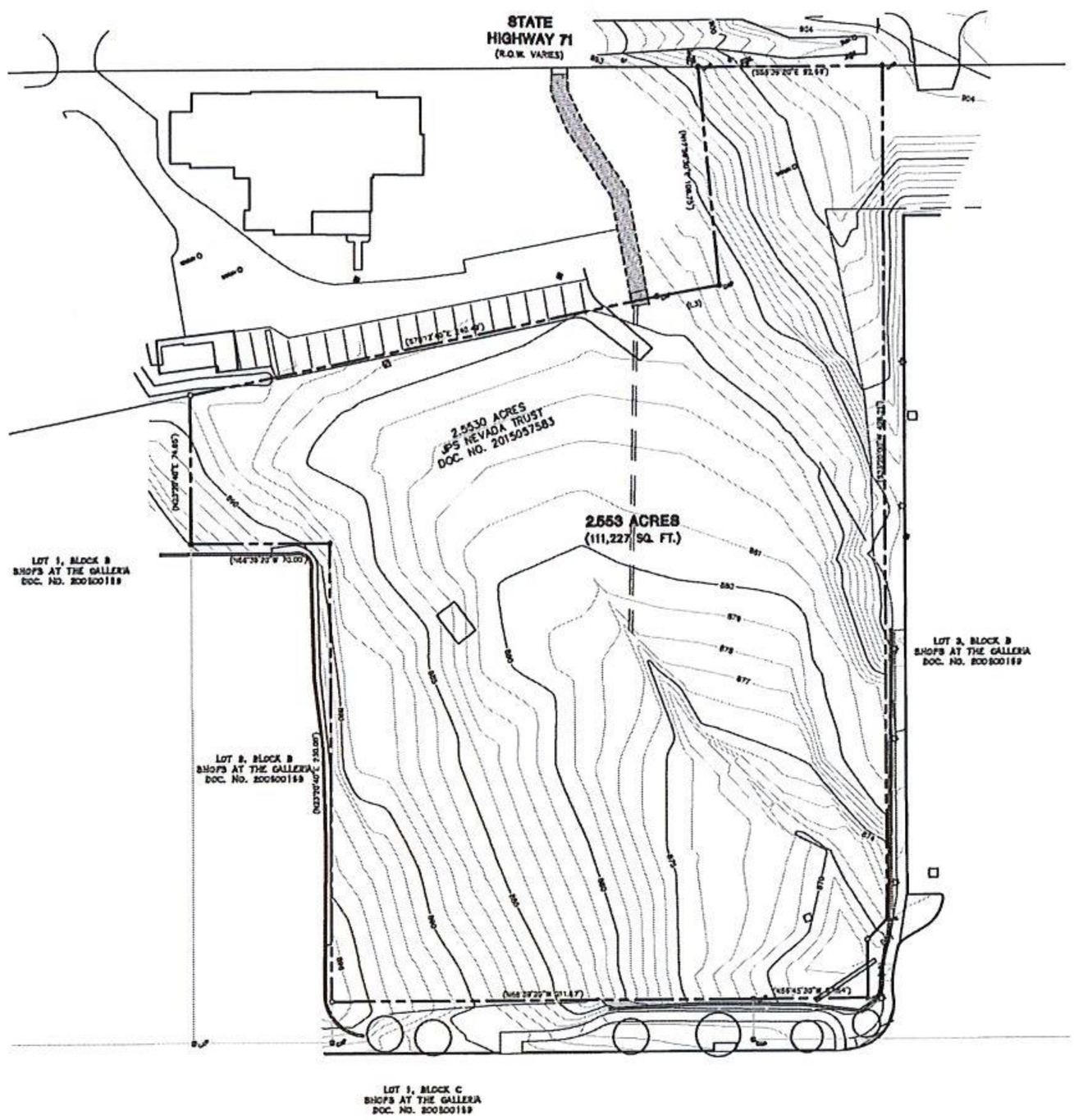
Property Description
Backyard

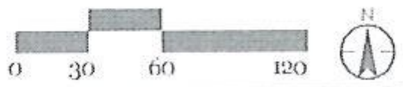
Lots 1 and 2, Block A, a Final Plat of Planet Earth Music Subdivision as recorded in document number 201000097 of the Official Public Records of Travis County Texas.

EXHIBIT A - 2

Property Description
Old Backyard

2.553 Acres
DeJoria Family Trust
Doc #2012031804
O.P.R.T.C. TX





Stantec

The "Old" Backyard

March 06, 2019

Exhibit B

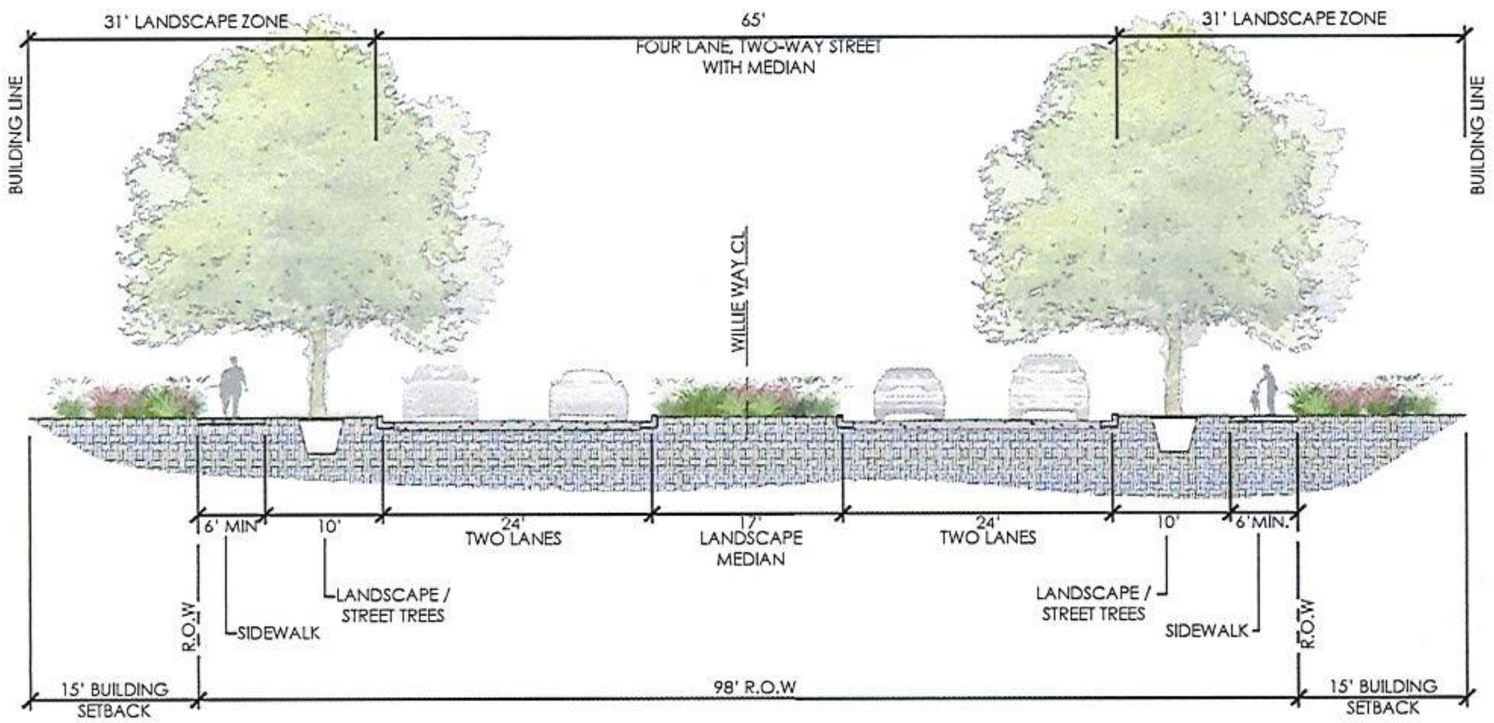
Concept Plan

Concept Plan

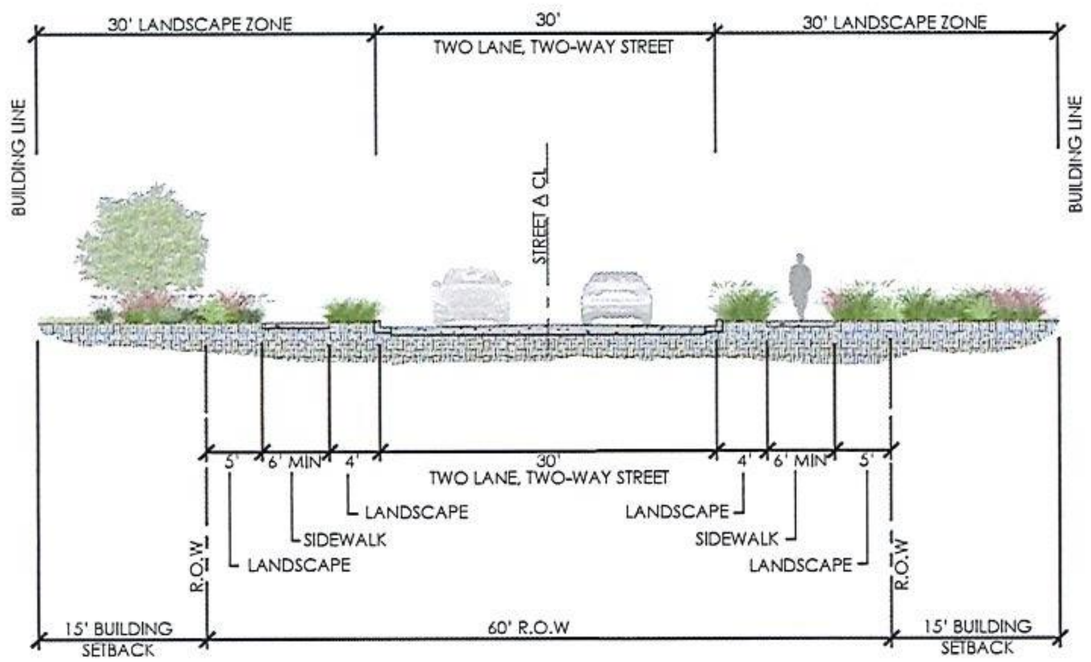
The Backyard

Stantec

February 4th, 2020



Section A-A'
Scale: 1/8" = 1'-0"



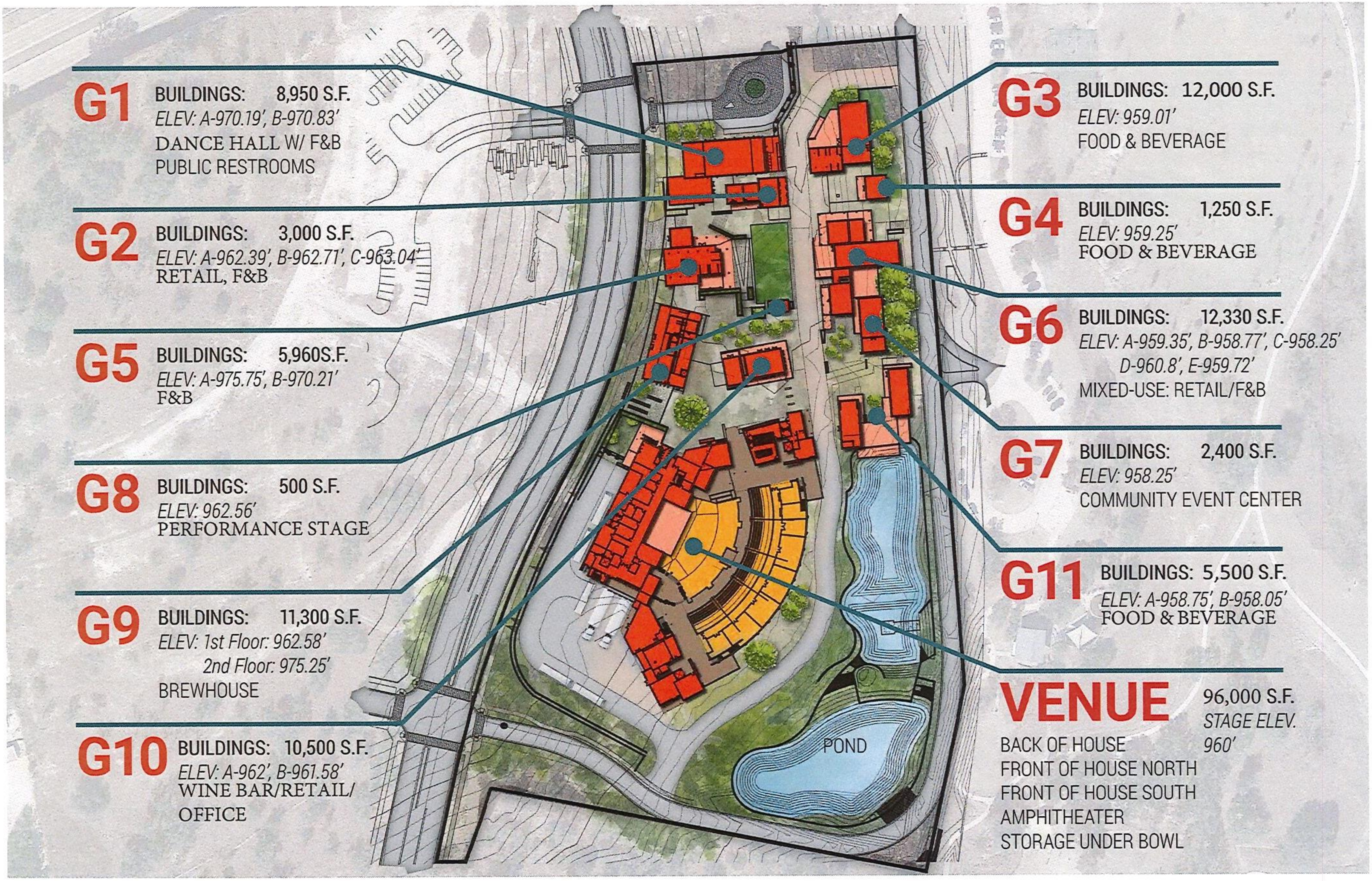
Section B-B'
Scale: 1/8" = 1'-0"

Landscape Exhibit

Willie Way, Street A and City Park

Stantec

February 4th, 2020



G1 BUILDINGS: 8,950 S.F.
ELEV: A-970.19', B-970.83'
DANCE HALL W/ F&B
PUBLIC RESTROOMS

G2 BUILDINGS: 3,000 S.F.
ELEV: A-962.39', B-962.71', C-963.04'
RETAIL, F&B

G5 BUILDINGS: 5,960S.F.
ELEV: A-975.75', B-970.21'
F&B

G8 BUILDINGS: 500 S.F.
ELEV: 962.56'
PERFORMANCE STAGE

G9 BUILDINGS: 11,300 S.F.
ELEV: 1st Floor: 962.58'
2nd Floor: 975.25'
BREWHOUSE

G10 BUILDINGS: 10,500 S.F.
ELEV: A-962', B-961.58'
WINE BAR/RETAIL/
OFFICE

G3 BUILDINGS: 12,000 S.F.
ELEV: 959.01'
FOOD & BEVERAGE

G4 BUILDINGS: 1,250 S.F.
ELEV: 959.25'
FOOD & BEVERAGE

G6 BUILDINGS: 12,330 S.F.
ELEV: A-959.35', B-958.77', C-958.25'
D-960.8', E-959.72'
MIXED-USE: RETAIL/F&B

G7 BUILDINGS: 2,400 S.F.
ELEV: 958.25'
COMMUNITY EVENT CENTER

G11 BUILDINGS: 5,500 S.F.
ELEV: A-958.75', B-958.05'
FOOD & BEVERAGE

VENUE 96,000 S.F.
STAGE ELEV. 960'
BACK OF HOUSE
FRONT OF HOUSE NORTH
FRONT OF HOUSE SOUTH
AMPHITHEATER
STORAGE UNDER BOWL

Backyard Building Information					
Building Area	Use(s)	Gross Area (SF)	Bldg Footprint (SF)	# Levels	Building Height
FBR Area					
G1	Dance Hall, Food and Beverage, Public Restrooms	8,950	8,820	2	41'-0"
G2	Mixed retail, food and beverage	3,000	3,000	1	27'-0"
G3	Food and Beverage	12,000	9,000	2	38'-0"
G4	Food and Beverage	1,250	1,250	1	32'-0"
G5	Food and Beverage	5,960	5,960	1.5	34'-0"
G6	Food , Beverage, Retail, Office	12,330	8,790	2	42'-6"
G7	Community Event Center	2,400	2,400	1	28'-0"
G8	Performance Stage	500	500	1	16'-6"
G9	Brew House	11,300	5,200	2	42'-0"
G10	Wine Bar/Retail/Office	10,500	5,600	2	34'-0"
G11	Food and Beverage	5,500	5,500	1	18'-0"
Venue	Event Venue	96,000*	54,000*	2	55'-0"
P1	Parking Garage #1	360,000	72,000	5	52'-0"
P2	Parking Garage #2	300,000	60,000	5	52'-0"
O1	Office #1	90,000	30,000	3	52'-0"
O2	Office #2	90,000	30,000	3	52'-0"
H1	Hotel	132,300	65,000	3	52'-0"

*does not include uncovered pit area or area of risers not over occupied space

Backyard Impervious Cover		
	Area (ac)	Sq Ft.
Site Area	35.14	1,530,698.40
2.553ac Old Backyard Tract Transfer Credit at 3:1	2.55	111,208.68
Bee Cave Parkway ROW	2.31	100,623.60
Total Site Area	40.00	1,742,530.68
	Area (ac)	Sq Ft.
Allowable Impervious Cover @ 40%	16.00	697,012.27
Rainwater Harvesting Credit + 5%	1.76	76,534.92
Total Allowable Imp. Cover @ 45%	17.76	773,547.19

Hilltop Garden + Promenade : Design Intent

Landscaped Plaza

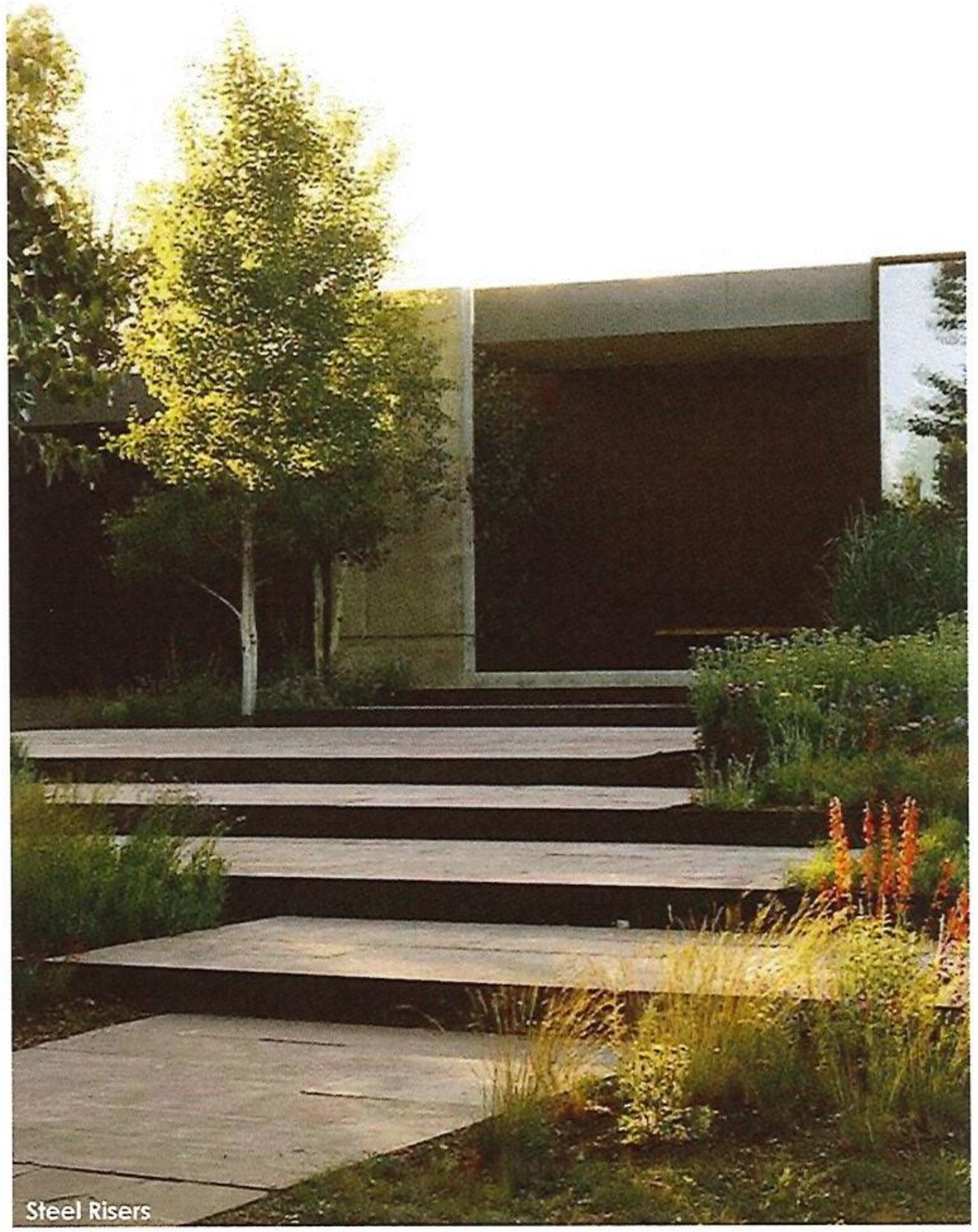
Earth Berms

Water Retention

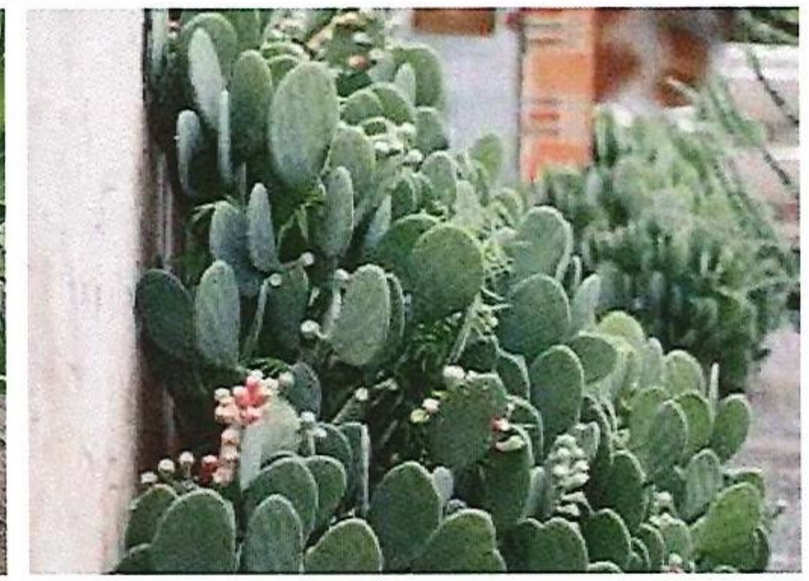
Integrated Ramps

Activated Areas

Integrated Stairs


Steel Risers

DICK CLARK + ASSOCIATES
ARCHITECTURE · INTERIORS



The Backyard - Bee Cave, TX

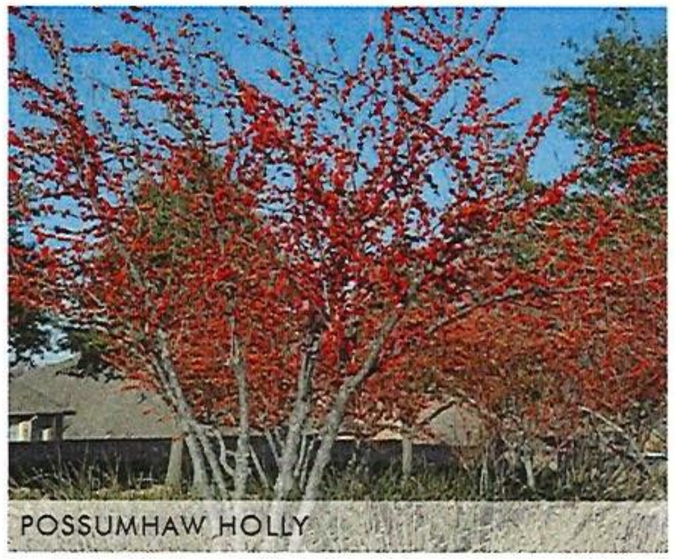
Hilltop Garden Planting Pallette

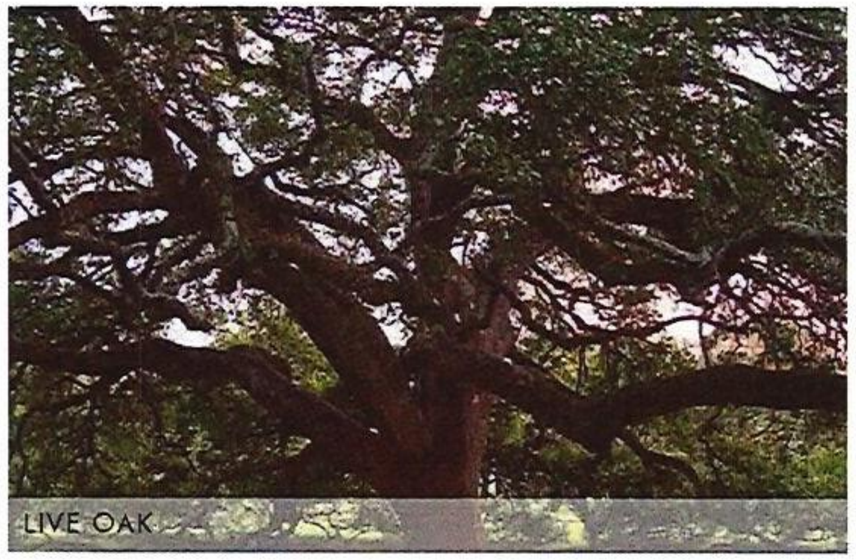
Stantec

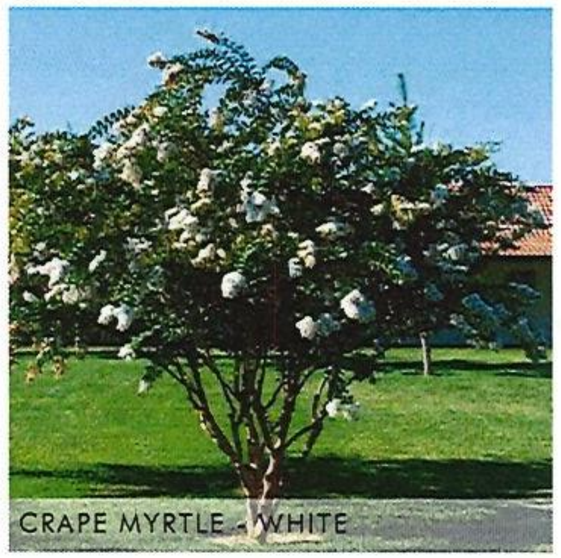
March 07, 2019

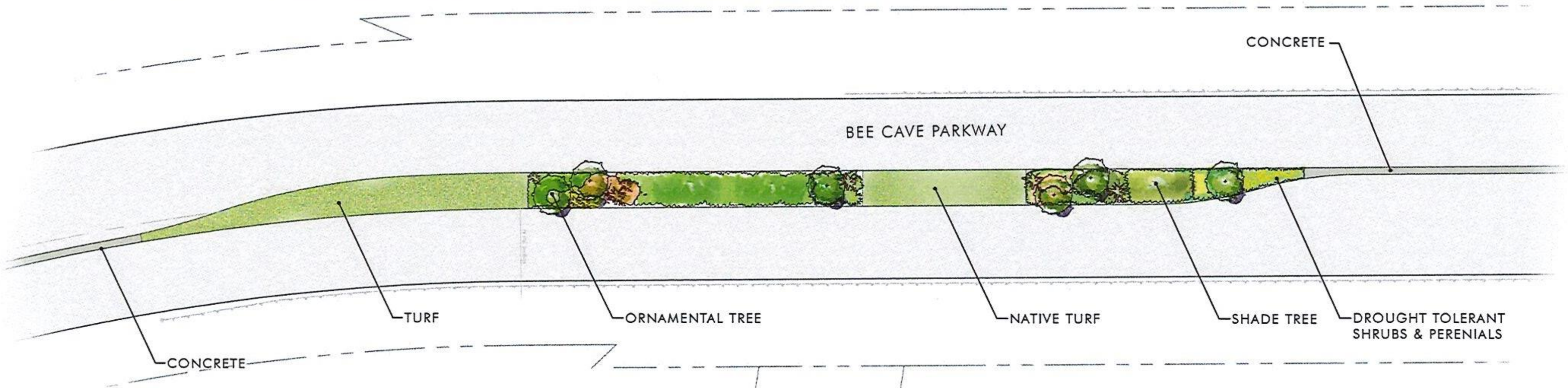
CEDAR ELM

DESERT WILLOW

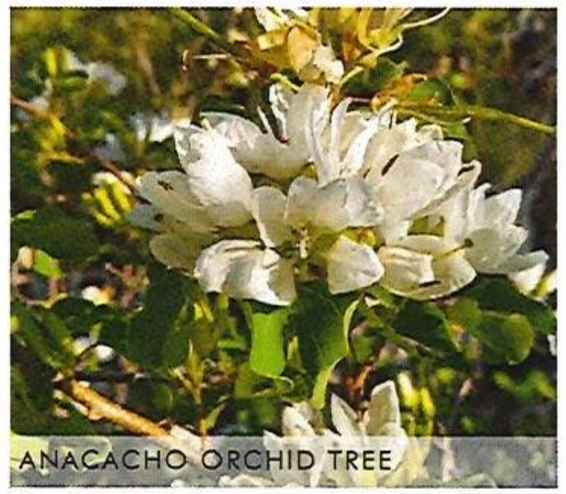

POSSUMHAW HOLLY


LIVE OAK


CRAPE MYRTLE - WHITE



CHASTE TREE


ANACACHO ORCHID TREE

CRAPE MYRTLE - PINK

HUISACHE TREE

0 20 40 60

Stantec

Bee Cave Parkway

Typical Bee Cave Parkway Median

Typical Bee Cave Parkway Median

March 07, 2019

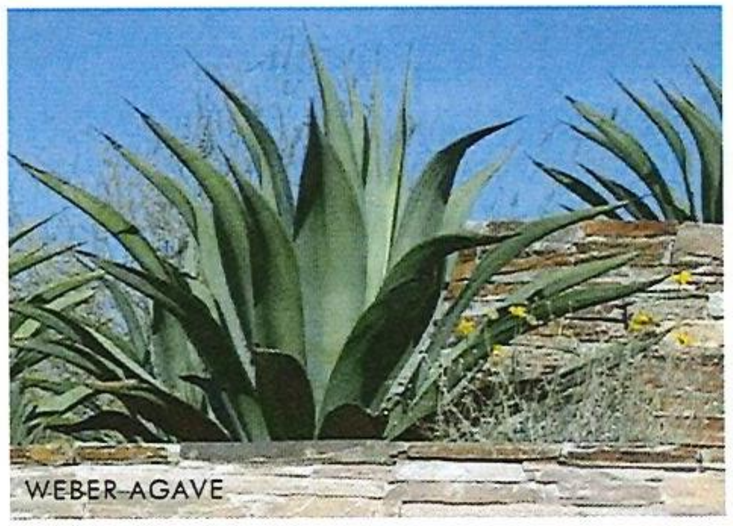
The information shown is based on the best information available and is subject to change without notice

RED YUCCA

MEXICAN OREGANO

SOFT LEAF YUCCA

PRIDE OF BARBADOS


WEBER AGAVE

LAMBS EAR

RUSSIAN SAGE

COMPACT TEXAS SAGE

MEXICAN BUSH SAGE

PINK SKULLCAP

CHERRY SAGE

BASKET GRASS

DWARF OLEANDER

COPPER CANYON DAISY

FLAME ACANTHUS

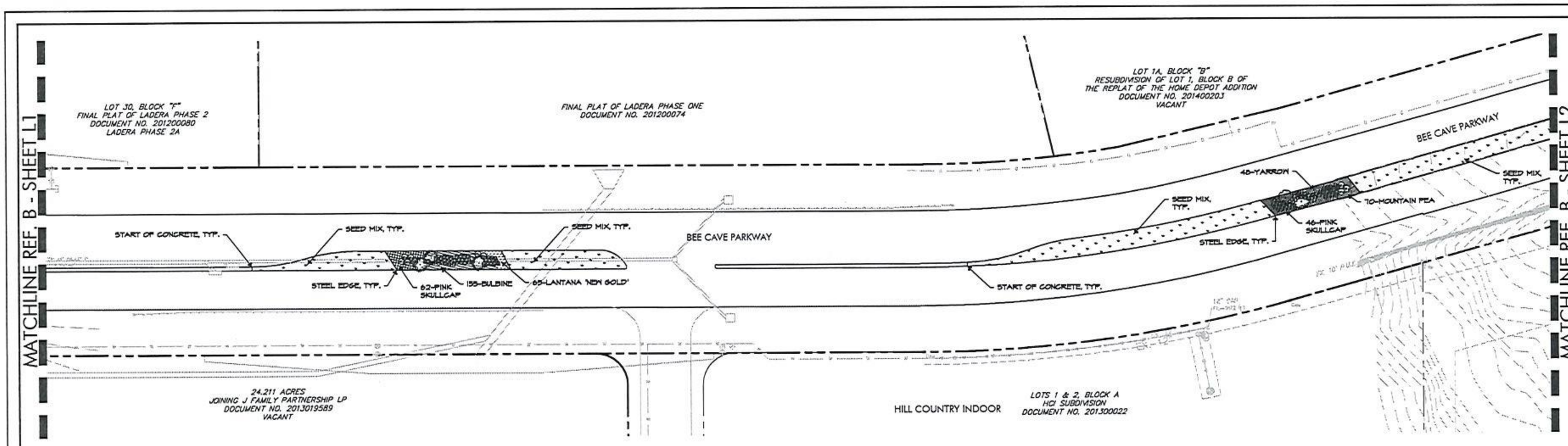
Bee Cave Parkway

Typical Bee Cave Parkway Median

Stantec

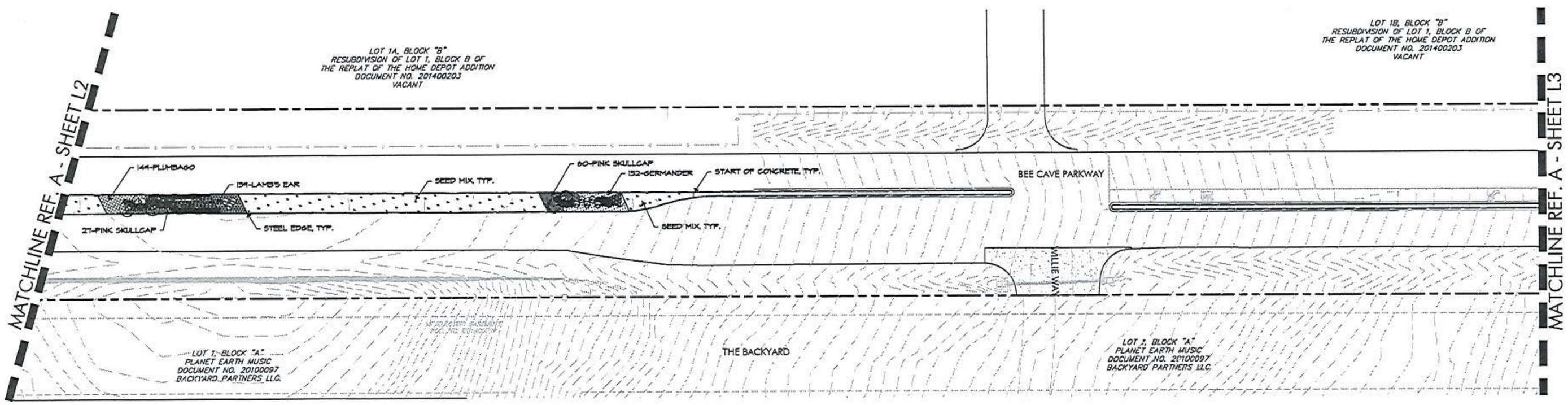
March 07, 2019

The information shown is based on the best information available and is subject to change without notice



A BEE CAVE PARKWAY
PLAN

0 20 40 80 120
SCALE: 1"=40'



B BEE CAVE PARKWAY
PLAN

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

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

DATE	NO.	REVISION	APPROVAL

Stantec
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel (512) 329-6011 Fax (512) 327-6075
TBPE # F-8324 TBPLS # F-10194230
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LANDSCAPE CITY SUBMITTAL
PLAN

BEE CAVE PARKWAY
LANDSCAPE MEDIAN IMPROVEMENTS

BEE CAVE, TEXAS
TERRACE PARTNERS, LLC.

ISSUES

DRAWN BY: AT, CT
DESIGNED BY: AH
QA / QC: AH
PROJECT NO.: 222010107

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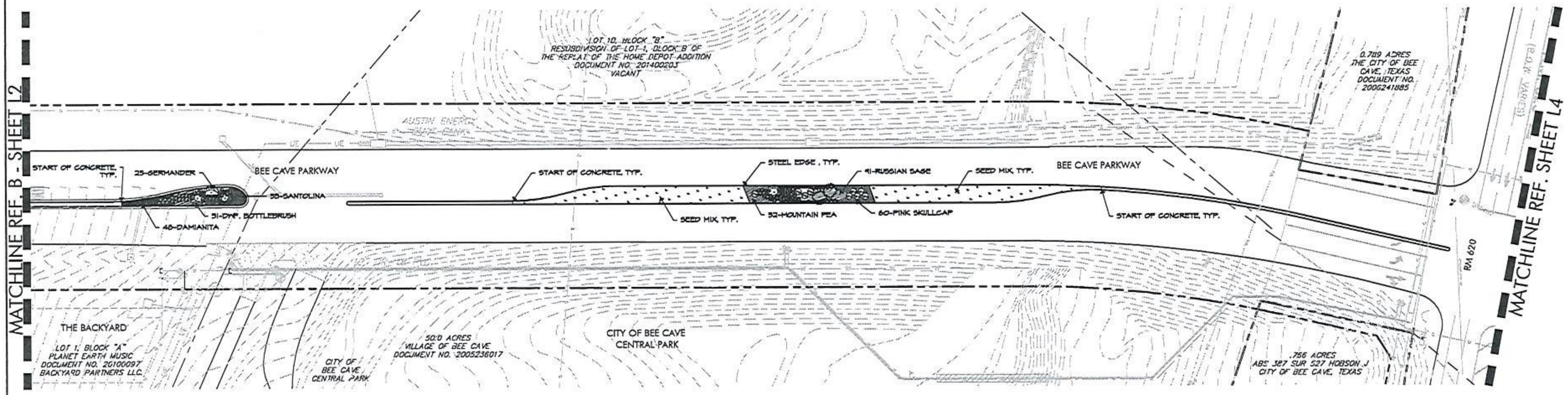
OF 10



A BEE CAVE PARKWAY
PLAN

0 20 40 80 120
SCALE: 1"=40'

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DATE	NO.	REVISION	APPROVAL

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STATE OF TEXAS
05/16/2017

LANDSCAPE CITY SUBMITTAL PLAN

BEE CAVE PARKWAY
LANDSCAPE MEDIAN IMPROVEMENTS

BEE CAVE, TEXAS
TERRACE PARTNERS, LLC.

△ REVISED

DRAWN BY: AT, CT
DESIGNED BY: AH
QA / QC: AH
PROJECT NO.: 222010167

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OF 10

Event Venue Hours of Operation

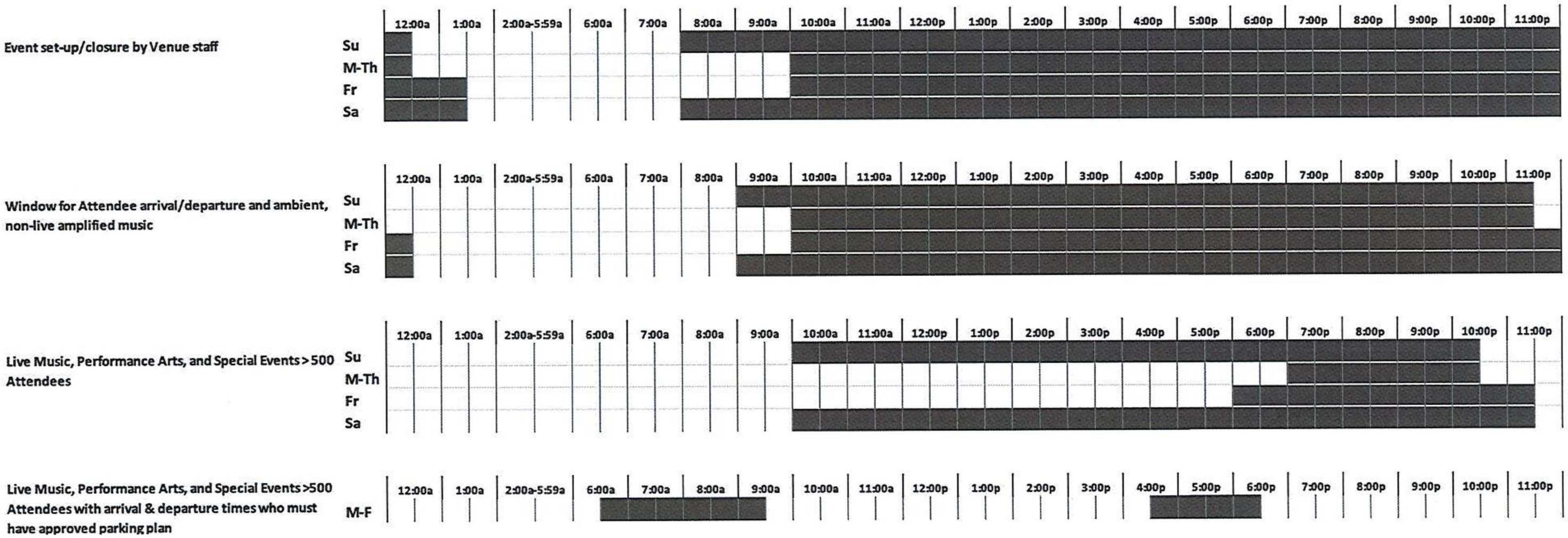

Exhibit "C"

PLANNED DEVELOPMENT STANDARDS

The following Planned Development Standards ("Development Standards") shall be applicable within this Planned Development District. To the extent that any of the Development Standards conflict with other City Ordinances, the Development Standards shall control. All development activity undertaken on the Property as described on Exhibit A-1, including but not limited to, live outdoor music venue, event venue, hotel, offices, and other authorized uses and activities (as described below) (the "Project"), shall comply with the land use development standards of the City and for the Office Zoning District (O) for the Property in effect as of March 7, 2014, except as modified by this Ordinance. Capitalized terms shall be defined as indicated in these Planned Development Standards, as reflected on the Concept Plan or as defined in the City of Bee Cave Code of Ordinances ("Code"), depending upon context.

I. General Project Summary

The Property is an approximate 35.139-acre tract generally located north of Highway 71 and west of Highway 620 and south of Bee Cave Parkway and is intended to be constructed in Phases over an approximate 3-7 year period. The Project is intended to provide a tightly integrated work and entertainment environment consisting of outdoor music and event venue with associated concessions and gathering spaces, campus style professional office buildings, hotel, restaurants, open space trails and development under the Office "O" base zoning district with development standards as defined herein and as referenced in Exhibit B ("Concept Plan"). Additional uses include two associated parking garages with storm water detention and water quality facilities, the Hilltop Garden, additional publicly accessible open space, trails and a pedestrian bridge landing on the Old Backyard Property. Building areas, heights, square footage maximums are as set forth in Exhibit B. Enhanced landscaping areas are located strategically within the Project as depicted in the Concept Plan as Enhanced Landscaping to provide compatibility to adjoining land uses and in particular the City's Central Park. Some of the water quality and detention ponds are likewise intended to serve as amenity ponds and are intended to be constructed so that they are park like areas that are accessible by the general public. The street network within the Project is designed to provide vehicular connectivity between the various uses within the Project, Bee Cave Pkwy, Highway 71, and adjoining properties. The project will also provide landscaping within the medians of Bee Cave Parkway, additional highway improvements, and an easement to the City for a pedestrian bridge landing on the Old Backyard Property, more particularly described on Exhibit A-2, from which impervious cover is being transferred.

II. Project Phasing

A. Phase I – Subdivision Infrastructure

Construction of Willie Way, Street A and Commercial Drive A, water quality and drainage infrastructure, median improvements on Bee Cave Parkway and Willie Way, conveyance of an easement to the City to accommodate the bridge landing and trail system on the Old Backyard Property (Exhibit A-2), the trails connecting Willie Way to the Hilltop Garden and the trails internal to the Hilltop Garden.

B. Phase II – Project Elements

Event venue built to full capacity, Food Beverage & Retail (FBR), Garage P1, Garage P2, temporary surface parking (if needed), enhanced landscaping in Bee Cave Central Park, vehicular and pedestrian connections between the Bee Cave Central Park and the parking garage in Area P1 (to be gated at the discretion of the city with construction being the responsibility of the developer). Phase II may be reviewed and constructed concurrently with Phase I, but may not receive a CO prior to the completion of all improvements in Phase I. Phase II improvements may be approved via multiple site plans. A CO for the Event Venue shall not be issued until all improvements are met with the exception of the FBR being completed.

C. Phase III – Additional Project Elements

All remaining buildings and associated improvements. If the Developer elects, Phase III buildings and improvements (or any portion thereof) may be reviewed and constructed concurrently with Phase II but may not receive a CO prior to the completion of all improvements in Phase II with the exception of the FBR. Phase III improvements may have multiple site plans.

III. Specific Building and Operation Requirements

A. Event Venue

1. Event Venue is defined as a gathering space for public, private and civic events. The Event Venue shall be constructed and operated in the general location depicted in Exhibit B. Subject to restrictions described herein, the number of ticketed Attendees of the Event Venue shall not exceed 3,700. "Attendee" is defined as any occupant of the Venue that is not staffing the corresponding event or performing at the corresponding event. Subject to restrictions herein, the maximum number of credentialed occupants is 250 during a performance. A "Credentialed Occupant" is defined as any person within the event venue that is not an Attendee. Any occupant of the event venue not ticketed must be credentialed, including but not limited to venue staff, performers and event contracted staff. Credentialed individuals should not exceed 250 persons within the area without prior approval from the city manager. The Event Venue may be used as an outdoor music and performing arts venues, to prepare and sell concessions, and to provide gathering spaces.

2. Although the Event Venue will be constructed in Phase II to full capacity of 3,700 Attendees, the Event Venue will not be able to exceed 2,000 Attendees until such time as vehicular access to Highway 71 through any adjacent property is constructed and parking is provided in accordance with Section IV.D.1, or as approved by Council at site plan.

3. Building and structure heights shall be measured in accordance with the City's Code of Ordinances and in accordance with Exhibit B. Provided however, to minimize the impacts of the height the stage structure and lighting; and to provide additional sound attenuation the stage structure shall oriented to the southeast and shall be built into the slope of the Property and constructed approximately 17' feet lower than the finished grade of Willie Way unless otherwise approved at the time of site plan. The retaining wall constructed at the rear of the stage area shall extend a minimum of 4 feet above the finished grade adjacent to Willie Way to screen vehicles and loading activities, provide additional security to artist and performers and protect patrons. The wall will be landscaped on the side facing Willie Way and will be faced with stone, or other finished material as approved by council at site plan.

4. Buildings or structures within the Event Venue area shall not exceed the maximum heights, building footprints and gross area square footage described in the Building Area Information Plan, Exhibit B.

5. The elevations for the building facades associated with the Event Venue, including accessory structures, shall be substantially similar to those depicted in Exhibit "D" attached hereto, or as approved by City Council through the Architectural Pre-Design Approval Process.

6. Event Venue shall conform at a minimum to the City's Exterior Building Design Standards within the Bee Cave Code of Ordinances, unless the City Council, in its sole discretion, approves an alternate design in conjunction with approval of a future Site Plan or by Council approval through the Architectural Pre-Design process. The City Council has authority to approve a building design which deviates from the City's Exterior Building Design Standards if the City Council determines that an alternate design adequately meets the intent of the City's Exterior Building Design Standards as well as the intent of the Project.

7. Any future subdivision of the Property shall be contingent on the Event Venue retaining a long term lease, easement, or other legal right to a dedicated number of parking spaces elsewhere within the Project sufficient to meet the parking requirements for the Event

Venue if the Project does not include both Parking Garages in the same lot as the Event Venue.

8. Six recreational vehicles or travel buses used by the artists and their staffs for non-residential purposes may be located in the Event Venue at the location designated on the Concept Plan. Such vehicles shall not be visible from Willie Way. The Event Venue staging area shall be screened from view through structural screening and landscaping. Artist travel buses may be located within the staging areas for a maximum of 48 hours prior to and after their performance. Additional screening and landscaping of the staging areas shall be approved in conjunction with Site Plan approval.

9. The Event Venue Operator will collaborate with local Police, Fire & EMS to create Standard Operating Procedures (SOP) for each planned event type held at the Event Venue and/or inside the FBR area. Each SOP shall identify the Event Venue Operator by name, and include plans for traffic management, parking standards and management, emergency evacuation, engineering certification of any event-specific structural elements, and the contact list for Event Venue Management at a minimum. A copy of each SOP will be provided to all local Emergency Services as well as to the City Manager. An incomplete or outdated SOP is grounds for revoking a Certificate of Occupancy.

10. The Event Venue operator will meet with the city at Council's discretion, or as requested by Emergency Services, to review the Standard Operating Procedures and event calendar to update procedures as necessary. Any updates will be provided to all Emergency Services.

11. Hours of operation for uses within the Event Venue are listed in Exhibit "B." All events held in the Event Venue must end by10:30pm on Friday and Saturday and 10:00pm on Sunday - Thursday. Use of the Event Venue outside of hours permitted shall accrue fines in 5-minute increments. Every 5-minute increment of which the Event Venue is in use outside of permitted hours shall be treated as a separate occurrence. Fines begin accruing 5 minutes from stated hours in the amount of $1,500 per 5-minute increment and may accrue up to the maximum permitted by law.

12. A planned gathering of >500 people assembling in the Event Venue arriving or departing between the hours of 6:30am – 9:30am and/or 3:30pm – 6:30pm, Monday – Friday must provide to Event Venue Operator a traffic management plan to include: a) location of off-site parking spaces required above available onsite parking, b) copy of executed agreement for contracted spaces offsite, c) shuttle plan including pickup and drop-off locations offsite along with number of shuttles and planned route.

13. The developer shall provide the City Manager access to view real-time ticket sale/issuance information (and copies of same upon request) to verify compliance with the limitation on the maximum Attendees authorized at the Event Venue. If the report shows that ticket sales/issuance have caused the number of Attendees to exceed the maximum number of Attendees authorized by this Ordinance, then each Attendee over the maximum number shall be considered a separate violation of this Ordinance and shall be subject to enforcement and the penalties set forth in Section 1.01.009 of the City's Code of Ordinances. Provided however, that the maximum fine which may be assessed hereunder shall not exceed $50,000 per event. The City reserves the right to perform on-site attendance counts to verify compliance with this section.

14. The Event Venue Operator shall be responsible for continuous noise monitoring at the property line throughout all events, including set-up through breakdown. Sustained noise levels shall not exceed 85db at the property line. Instantaneous spikes above 85db shall not constitute a violation of the sustained noise level limit. However, repetitive and/or multiple spikes will constitute a violation, defined as follows:
    a. Within any two-minute window during the event, the sixth spike, and each spike thereafter, shall constitute a separate violation, which shall be subject to a $500 fine per violation.
    b. Additionally, there shall be no more than 10 spikes per 30-minute increment, beyond which each spike shall constitute a separate violation, which shall be subject to a $1,000 fine per violation.

    The Event Venue Operator shall be responsible for recording and reporting all violations to the City.

15. During events, including set-up through breakdown, the maximum sustained noise levels within a 5,000ft radius of Event Venue shall not exceed 75db. Instantaneous spikes above 75db shall not constitute a violation of the sustained noise level limit. However, repetitive and/or multiple spikes will constitute a violation, defined as follows:
    a. Within any two-minute window during the event, the sixth spike, and each spike thereafter, shall constitute a separate violation, which shall be subject to a $500 fine per violation.
    b. Additionally, there shall be no more than 10 spikes per 30-minute increment, beyond which each spike shall constitute a separate violation, which shall be subject to a $1,000 fine per violation.

    The City of Bee Cave shall be the responsible party for monitoring for and responding to reported violations.

B. Food, Beverage & Retail (FBR)

1. Uses as described in Section IV.G.1.d

2. The FBR is an arrangement of one- and two-story buildings, housing a mix of entertainment, food and beverage, retail, community and office spaces around a central, pedestrian focused green space.

3. Scale and architectural elements of these buildings are to be sympathetic to historically inspired Hill Country vernacular architecture with a maximum gross floor area of 12,500 sq ft per building.

4. Buildings will terrace into the natural grade of the site to provide an integrated, accessible pedestrian connectivity throughout the area. Accessible routes will also connect parking areas, public streets and to the City Park.

5. Buildings should incorporate a variety of landscaping and outdoor spaces to include porches, courtyards of varying sizes, plazas, decks and park-like areas.

C. Hotel and Associated Facilities

1. Uses as described in Section IV.G.1.a

2. The Hotel area is depicted on Exhibit "B", Concept Plan. The Hotel area shall include buildings and uses consisting of a hotel up to 125 rooms.

3. The Hotel Area and uses shall be constructed and operated at the locations depicted in Exhibit B and shall not exceed the building footprint square footage or the gross area square footage depicted on the Concept Plan for each building.

D. Office Areas O1 and O2

1. Uses as described in Section IV.G.1.b are permitted uses in Buildings O1 and O2.

2. Building parameters for Areas O1 and O2, refer to the Building Information Table, Exhibit "B"

E. Parking Garage/ Office BuildingsP1 and P2

1. Uses as described in Section IV.G.1.c are permitted in Building Areas P1 and P2.

2. The Parking area P1 shall provide a gated pedestrian and vehicular access road from the adjoining City Central Park to Parking P1 as depicted on the Concept Plan, unless this requirement is waived by City Council at Site Plan.

3. Parking area P1 and P2 shall be developed in accordance with the Building Information Table in Exhibit "B".

4. Parking within P1 (and temporary surface parking) will be accessible via public access easements over private drives and connected to Willie Way and shall be available for use on the weekends and after 5:00 p.m. on weekdays by the general public, at no cost. Fees may be charged to anyone attending an event at the Event Venue. Parking passes may not be sold on site at the time of the event. Public access to the garage may be restricted beginning 2 hours before and during music events.

5. Screening of the facades shall be considered for approval at site plan. No more than 50% of any garage façade may be exposed concrete. All exposed concrete shall have a minimum of one architectural design treatment, such as painting, stamping, staining, or other as approved by City Council at Site Plan. The remaining façade area shall be screened in a manner approved by City Council at Site Plan. A maintenance agreement shall be required as a condition of approval at site plan.

IV. Requirements Applicable to the Project as a Whole

A. Exterior Construction Standards

1. For purposes of application of Exterior Construction Standards, Willie Way and Street A are public roadways.

2. Articulation is not required on building facades adjacent to an interior courtyard.

3. All Exterior Construction Standards shall comply with the City's Code of Ordinances except as modified herein. The City Council may approve other materials or increased finish percentages in conjunction with either Council approval through Architectural Pre-Design Approval Process or at Site Plan.
    a. A maximum 50% of glass on the building façade is permitted, measured per wall and is limited to 30 horizontal feet with a minimum 3' break.
    b. Approved materials include limestone, rustic wood, stucco, brick, concrete or other stone.
    c. Metal is approved as an exterior finish up to 10% per building elevation not including window frames or standing seam metal roof.

4. Architectural Pre-Design Approval Process. Prior to Site Plan application for any area within the Project, the developer may submit an architectural package to the City that includes scaled renderings of all four sides of each building proposed for the area and a building materials sample board. The Planning and Zoning Commission shall review the architectural pre-design submittal and shall recommend approval, approval subject to certain conditions, or disapproval. If the Commission recommends approval, with or without conditions, the architectural pre-submittal will be forwarded to Council for consideration. If the Commission recommends disapproval of architectural pre-design submittal, the Commission shall state such disapproval and the reasons therefor. The

applicant may revise and resubmit for Planning & Zoning Commission reconsideration or appeal such decision to Council pursuant to the procedures of the City's Code of Ordinances Section 32.02.006(h)(2). Approval by the Council of the pre-design application does not affect the Council's authority to approve or deny any subsequent Site Plan application for a reason other than architectural design. Site Plan applications shall be consistent with any architectural pre-design approval. In the event developer elects to forego the architectural pre-design approval process described above for any area within the Project, the architectural package shall be submitted with the corresponding Site Plan.

B. Heights

1. Building and structure height shall be measured in accordance with the City's Code of Ordinances and all buildings and structures shall not exceed the maximum heights and levels described in the Exhibit "B".

2. Building or structure height listed in the Exhibit "B" shall include the height of any parapets, mechanical equipment, elevator housing or other structural components. Flag poles or lighting fixtures shall not be included in calculation of the height.

C. Lighting

1. Excluding the Event Venue, the project will be compliant with 2015 International Dark Sky Community Guidelines, as administered by the International Dark-Sky Association (IDA).

2. Except for stage lighting, lighting within the Event Venue shall be shielded and shall comply with the City's Code of Ordinances. Other than lighting needed for security purposes, lighting within the Event Venue shall not be turned on except for events that occur within the Event Venue. Provided however, that the City Council has the authority upon the request of the developer to approve a lighting plan which deviates from the City's Code of Ordinances, and from this Ordinance, if the City Council determines that an alternate design meets or exceeds the intent of the City's Code of Ordinances. Alternate lighting plans may be considered for approval in conjunction with a Site Plan approval or amendment. Subsequent to approval by the City Council of the initial lighting plan, modifications may be administratively approved as a minor modification.

3. Lighting for the stage, lighting/sound towers, fly, amphitheater shell, and accessory stage improvements shall not be required to comply with the City's lighting requirements but shall be shielded to the extent feasible for a typical outdoor music venue.

4. Parking Garage Lighting. It is the purpose of this section to create standards for parking garage lighting design that will minimize glare, light trespass, light pollution and urban sky glow and curtail the degradation of the overall nighttime visual environment. Parking structure lighting systems are to follow the most recent edition of the IESNA RP-8 *Recommended Practice for Design and Maintenance of Roadway and Parking Facility Lighting*. Parking garage structures shall comply with the following:
    a. Utilize fixtures with appropriate photometric distribution and accessories to minimize direct view of the light source from the exterior of the parking structure. Fixtures are to be aimed away from the structure exterior and are not to be mounted on the exterior perimeter of the structure top (open) parking decks and lower levels of the parking structure. Fixtures with good optical control shall be utilized to distribute light in the most effective and efficient manner.
    b. The parking structure lighting control system must dim light levels in the structure during post-curfew hours and during times of inactivity by a minimum 50% or per RP-8, whichever is more. Curfew hours are defined in the General Requirements section, Section 32.05.012 (c)(4). Lighting for pedestrian security areas where pedestrians are expected to congregate (lobby's, transaction areas, entrances/exits, stairwells, elevator lobbies, and others as described by RP-8) are exempt from dimming requirements.
    c. Parking garage light fixtures shall be Metal Halide, fluorescent or LED outdoor light fixtures with a Kelvin Temperature rating not over 3500K with a variance range no more than 150K.
    d. A parking garage design shall block the direct view of the light sources when viewed from outside the parking structure, either by fully shielding light fixture(s) from view and/or a façade design developed in a manner so as to obstruct direct view of the light source. Lighting within the parking garage shall be shielded and constructed flush with the ceiling (not recessed).
    e. In the event there is a conflict with the preceding standards in this subsection and meeting the 2015 Dark Sky Community Standards as required by the IDA, the IDA requirements shall prevail.

5. Construction, emergency or special event/holiday decorative lighting is allowed, provided that the lighting is temporary, and is discontinued within seven (7) days upon completion of the project or special event and fourteen (14) days upon the completion of the holiday for which the lighting was provided.

6. Pedestrian lighting along all roadways, trails and pathways will be reviewed as part of the corresponding Subdivision Construction Plan or Site Plan.

D. Parking and Loading Zones

1. Parking requirements shall be determined in accordance with the City's Code of Ordinances with the exception of the Event Venue parked at 1 space for every 2.7 seats, plus 1 employee space per 80 seats. City Council may approve a reduction to parking ratios at their discretion if the Developer provides; a) executed contracts for satellite parking and/or b) sufficient evidence of reduced demand attributed to ride sharing. Executed contracts for satellite parking may reduce onsite parking requirements whereby every 1.2 contracted spaces developer will offset onsite parking by 1 space.

2. If Offsite parking is utilized, shuttle service is not required for spaces located within 0.5 miles of the entrance of the Event Venue and connected by the City's regional trail system or by a continuous pedestrian access easement(s) that are adequately improved, as may be determined by the City Engineer prior to issuance of the Certificate of Occupancy for the Event Venue. All other offsite parking arrangements must provide shuttle service.

3. Event Venue Operator is to provide a traffic management plan within each Standard Operating Procedure, as defined in section III.A.10, to include:
    a. Designated drop off and pickup area for ride sharing
    b. Shuttle service plan, either contracted or run internally to include the routes, number of vehicles to be used, frequency of routes, general location of shuttle drop-off and pickup locations and location of van or bus storage when not in use.

4. Loading zones shall not be visible from Willie Way or Street A with the exception of a loading zone servicing the buildings facing, and south of, Willie Way which may be approved at site plan so long as they are designed to not impede the flow of traffic.

E. Water Quality and Detention Ponds

1. Water quality and detention facilities shall be authorized within the landscape buffer zone on Bee Cave Parkway and setbacks as depicted on the Concept Plan. Dry water quality and detention ponds shall be considered pervious so long as they are not constructed with a liner. Wet ponds constructed with a liner shall also be considered pervious so long as they are constructed and operated as wet amenity ponds.

2. The pond in the SE corner of the Property, as generally located on the Concept Plan, shall be designed to function and operate as a landscaped amenity feature with seating areas and views available from contiguous trails.

3. Future subdivision of the Property, if any, shall be contingent on each Lot obtaining an easement for water quality runoff and conveying storm water capture and detention into

the applicable water quality pond and storm water detention facilities serving the Lot being subdivided.

4. Opens spaces and storm water/non-point source re-irrigation areas may also be used for disposal of water from the ponds so long as 1) signage concerning the type of stormwater being used is appropriately displayed, 2) no pesticides, fertilizers or herbicides are used in the same areas, 3) so long as a secondary rain-sensitive irrigation system is used to maintain vegetation during dry periods, 4) and so long as operations between irrigation of storm water and irrigation with treated effluent is in accordance with all state and federal environmental requirements.

F. Impervious Cover

1. The existing impervious cover created by the initial construction of Bee Cave Parkway shall not count as impervious cover of the Project. In addition, the Project shall be entitled to claim ½ of the area encompassed by Bee Cave Parkway directly adjacent to the Property (the "Parkway Area") as if such area was included as part of the Property. Therefore forty percent (40%) of the Parkway Area (40,250 square feet) may be added as impervious cover to the Project. Future approval must be obtained from the City for a transfer of off-site impervious cover. Such off-site transfer of impervious cover will be considered by City on a one to one basis (instead of three to one as required by the City's Code of Ordinances). Impervious cover for the Project shall not exceed a maximum of forty percent (40%) impervious cover, plus applicable credits and transfers as described herein. An additional impervious cover credit of five percent (5%) shall be authorized for construction and operation of a rainwater harvesting system for some or all buildings constructed in the Project in accordance with the City's Code of Ordinances. City Council may approve an impervious cover credit at Site Plan for pervious pavers of varying materials, if used in the restricted fire lanes. Public roadways (Willy Way and Street A), trails and sidewalks that function as part of the City's regional trails and sidewalks system and are generally in the locations depicted on the Concept Plan shall not count against the Project's impervious cover maximum. However, water quality treatment for all public roadways, trails, and sidewalks shall be provided by for the project, pursuant to the City's Code of Ordinances.

2. In Ordinance No. 212, a transfer of impervious cover up to 44,483 square feet from the property described in Exhibit A-2 to the Property described for this Project was approved by the City and remains in effect.

3. The total amount of impervious cover available on this Project includes 40,250 square feet of credit from Bee Cave Parkway, the 40% allowed to the Property by the City's Code of Ordinances, the 5% credit for rain water harvesting and the transfer from the Old Backyard Property (Exhibit A-2), totals up to 773,547 square feet, depending on the

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PUBLIC NOTICE

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BEE CAVE, CITY OF
4000 GALLERIA PKWY
AUSTIN, TX 78738-6370

Invoice/Order Number:	0000570380
Ad Cost:	$535.14
Paid:	$0.00
Balance Due:	$535.14

Signed _____
(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 12th day of May, 2020 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

JAMES MICKLER
Notary Public, State of Texas
Comm. Expires 04-05-2023
Notary ID 13[illegible]8

Signed _____
(Notary)

Please see Ad on following page(s).

City of Bee Cave
Notice of Public Hearings
Rezoning Application

Applicant: JPD Backyard Finance

Application covers a request to change the concept plan and development standards for zoning district Planned Development Office (PD-O) which encompasses Lots 1 and 2, Block A, a Final Plat of Planet Earth Music Subdivision, as recorded in Document No. 201000097 of the Official Public Records of Travis County, Texas. The proposed changes to the Planned Development District will amend the development standards in Ordinance 404 related to parking, permitted uses, increased venue capacity, project phasing, exterior construction standards, operational standards, and landscaping. The property being considered for rezoning is located approximately 1000 feet west of the intersection of Bee Cave Parkway and Ranch Road 620, adjacent to Bee Cave Central Park.

Date and Time of Hearing for the Above Referenced Matters:
The Bee Cave City Council will conduct a Public Hearing and consider action regarding the above referenced zoning amendments at their regular meeting at 6:00 PM on May 26, 2020.

The agenda for the May 26 Bee Cave City Council meeting will be available on the City website www.beecavetexas.gov and at City Hall, 4000 Galleria Parkway, Bee Cave, Texas 78738, on May 22. The agenda will include meeting location and instructions for participation.

The application is on file and available for review by contacting the Planning and Development Department at planning@beecavetexas.gov.

/s/ E. Megan Will
Principal Planner

05-07/2020
0000570380-01

ultimate amount of impervious cover transferred from the Old Backyard Property(Exhibit A-2).

4. Future subdivision of the Property, if any, shall be contingent on an allocation of available impervious cover being apportioned between the various lots so that the Project can be constructed in accordance with the Concept Plan and the impervious cover limits applied to individual lots. Individual lots may exceed the impervious cover limits established in subsection 1 above so long as the Project as a whole does not exceed the impervious cover limits set out in subsection 3.

5. The Project shall not be responsible for the capture and treatment of any overland flow across the Property resulting from Bee Cave Parkway. The Project shall be responsible for controlling runoff created by development of the Project so that drainage off site after development of the Project shall not be greater than off site drainage existing prior to development of the Project.

G. Uses

1. Uses shall be as defined by the City's Code of Ordinances, except as modified herein.
   a. Building Areas: Hotel
      i. The following uses shall be Permitted: Hotel Use. Hotel Use is defined as a commercial establishment providing nightly accommodation and, as supporting services and functions to the guests, Exhibit Hall, meeting rooms and event spaces, spa, pool, business center, bar, restaurant, and fitness services.

      ii. The following uses shall be Permitted as Incidental or Accessory constituting an area, considered individually, not more than 15% of the of the Gross Floor Area of the Hotel Use: Bakery, General Retail, Bar, Restaurant, Dance Hall, Museum, and Park and/or playground.

   b. Building Areas: O1, O2
      i. The following uses shall be Permitted: Offices, Professional and General Business, and Philanthropic Organizations.

      ii. Retail Services (Incidental) uses as defined by the City's Code of Ordinances shall be permitted in O1 and O2.

   c. Building Areas: Parking P1 and Parking P2
      i. The following uses shall be permitted: Parking

      ii. Restaurant use may be permitted in Parking Area P2

   d. Building Areas: Event Venue and FBR

i. The following uses shall be Permitted: Outdoor music and performing arts events, Restaurants, Retail Shop and General Retail Stores.

ii. The Areas may be used for Special Events such as banquets, meetings, celebrations, gatherings, weddings and other similar events in accordance with these Development Standards and so long as the event conforms with the operation requirements cited in Section III.A.

e. The following uses are prohibited within the District:

i. Bed and Breakfast Inn

ii. Caretaker's/Guard's Residence

iii. Cemetery and/or Mausoleum

iv. Country Club

v. Extended Stay Hotels/Motels

vi. Farms - General (Crops and Livestock/Ranch)

vii. Golf Course

viii. Kiosk or Recycling

ix. Mini-warehouse/Self storage

x. Orchard/Crop Propagation

xi. School, K thorough 12 - Public, Private, or Vocational

xii. Security Quarters Associated with a Business

xiii. Team Sports Facility

f. Contractors shall each be allowed to have a Temporary On-site Construction Office at the locations depicted and approved by Site Plans. Temporary On-site Construction Offices shall be permitted when there is active construction on a site and shall be removed within 30 days of final site acceptance or Certificate of Occupancy, whichever comes first.

g. The permissibility within the Project of new or unlisted uses, defined as those uses not listed in this section or within the City's Code of Ordinances Section 32.04.001, shall be determined by the process outlined in City's Code of Ordinance Section 32.04.001(d).

h. The conversion of any Building Area from a use specifically approved herein to a different use shall require an amendment to the zoning ordinance.

H. Landscaping

1. Except for the Bee Cave Parkway median Landscape Plan, which is attached hereto as a part of Exhibit "B", all other landscaping requirements applicable to any portion of the Project shall be considered for approval when the Site Plan applicable to that portion of the Project is submitted for approval and shall be in accordance with the City's Code of Ordinances unless otherwise modified herein. Landscaping in the Enhanced Areas and Hilltop Gardens shall receive landscaping credit toward the landscaping requirement for the Project as a whole.

2. Landscaping must be provided to: (i) substantially screen utilities and sound/lighting towers to the extent feasible; (ii) substantially screen the areas behind the stage and in particular the areas designated as parking for the artist travel and equipment trucks/buses (iii) substantially screen the Music Venues from the City Central Park which adjoins the Music Venues; (iv) screen storage areas.

3. Except as otherwise set out in herein, the Project shall comply with the landscape requirements of the City's Code of Ordinance. The areas marked on the Concept Plan as Enhanced Landscaping shall comply with the following: 2X the caliper inches required by the City's Code of Ordinances with no more than 1/3 of the caliper inches fulfilled by utilizing trees less than 3 caliper inches at planting measured at four and one-half feet (4-1/2')' from base of tree.

4. New landscaping within the 75' buffer of the Property and at the City Central Park entry medians shall be regionally adapted, drought tolerant species per the City of Austin "Native and Adapted Landscape Plants Manual".

5. Willie Way will be required to have 4" (minimum) caliper street trees as measured four and one-half feet (4-1/2') from the base of the tree, at an average spacing of 40' on center for the entirety of the roadway on both sides of the street within the property line. The trees shall be planted within a landscape zone defined as 10' from the front of curb. A case by case exception may be made to accommodate preservation of existing trees. A 6' minimum sidewalk for pedestrian circulation will be located outside of but generally adjacent to the building side of the landscape zone, as depicted in Exhibit B. Where an existing tree is able to be preserved in place within this zone, it shall satisfy the tree requirement for 1 street tree.

6. Two water wells may be used for supplemental irrigation for on-site landscaping and to supplement water to maintain amenity ponds at their permanent pool elevation. Location of the wells shall be considered for approval at site plan

7. Trees that are located in areas that are not intended to be disturbed until construction in Phase II shall not be removed until construction of Phase II.

8. Unless waived by City Council at site plan, the Project shall be required to construct a wall or fence between the Property and the City Central Park. The construction requirements, type of fencing and vegetative screening shall be approved at Site Plan.

9. The Project shall be required to provide enhanced entryway landscaping within the adjoining City Central Park in the area depicted on the Concept Plan; within the 75-foot buffer area along Bee Cave Parkway from 365' West of Willie Way to the eastern property boundary. City and developer shall enter into a separate license agreement for approval of the design and construction of the enhanced landscaping areas located on City property which will include the ability to temporarily irrigate the areas to establish the plantings. The Agreement will provide for a temporary construction easement to the Developer for the purpose of constructing these improvements and will provide for the City to be named as an additional insured and indemnified against liability for the construction. Upon completion of construction the City will maintain the improvements.

10. At Site Plan, City and developer shall enter into a separate agreement for approval of the design, construction and maintenance plan for the landscaping (and any applicable irrigation facilities) within the medians of Bee Cave Parkway. The Agreement will include a maintenance plan and provide for a temporary construction easement to the Developer for the purpose of constructing the landscaping and other improvements and will provide for the City to be named as an additional insured and indemnified against liability for the construction and will provide for a license agreement to the developer to authorize maintenance of the improvements. Upon completion of the landscaping, the City will inspect the improvements and if the improvements are accepted, the Developer shall be responsible for the maintenance of the improvements from the date of acceptance for a period of 15 years. If a landscape plan which uses only drought tolerant plants is implemented, irrigation facilities will not be required to be installed.

I. Setbacks

1. The Project will meet the requirements of the 75' setback along Bee Cave Parkway with the exception of the embankments of the water quality pond, the fence adjacent to Bee Cave Parkway, trails, and Hilltop Garden.

2. The Project will provide a minimum ten (10') foot front yard setback on Commercial Driveways. The Project shall meet a minimum setback of fifteen (15) feet adjacent to Willie Way and Street A. Overhangs, awnings, decks, stairs, retaining walls and seating areas for the purposes of shade and shelter at pedestrian entrances are exempt from setbacks. Underground utilities may be placed within the setbacks. All utilities, including pressurized utilities, may be located under sidewalks or within front setback between right of way and buildings adjacent, however pressurized underground utilities must be no closer than 10' from trees unless an exception is provided form the corresponding utility provider. Utilities may be located beneath street pavement.

3. The Project will provide a twenty-five (25') foot building setback on the exterior Project boundary lines to the east, west and south Property lines. No parking or streets/driveways (except crossings) are allowed within 7.5' of the Property line to the east and west and 15' to the south Property line. Water quality and storm water detention ponds must be set back a minimum of 7.5' from the West, South and East Property lines and 75' from the Northern boundary except as permitted in paragraph 1 above. Pond retaining walls, Outfall Structures, Level Spreaders and other associated storm water discharge and velocity dissipation devices shall be permitted within the Building Setback as long as such structures do not extend more than 3' above natural grade. Fencing and screening required by the City's Code of Ordinances shall also be permitted within the 25' building setback.

J. Streets and driveways

1. Commercial Driveways within the PDD shall be permitted for site circulation in conjunction with Site Plan approval Public streets shall include Willie Way and Street A as depicted in the Concept Plan. All other vehicular circulation and parking areas depicted in the Concept Plan shall be designed to the City's Code of Ordinances. Dead-end streets with approved turnaround or connection to a Commercial Driveway for turnaround shall be permitted.

2. The PDD shall be allowed up to one public access point from Bee Cave Parkway and up to one private driveway with emergency vehicle, waste removal vehicle, delivery vehicle, and bus access as depicted on the Concept Plan. A second public access roadway from the Project to Highway 71, across any adjacent property, is required as a condition to increase the permitted number of Attendees above 2,000 per event. A third limited public access point shall be provided between the City Central Park and Parking Area P1. Terms and conditions of access between the City Central Park and the Project shall be considered for approval in conjunction with Phase I Site Plan approval, unless deferred by City Council and shall include, but not be limited to a requirement for the vehicular and pedestrian access points to be gated at the discretion of Council at site

plan, the operation of which is to be controlled by the City unless otherwise authorized by City Council.

3. Traffic Impact Analysis is required in conjunction with Phase I Site Plan. Developer shall construct at its sole cost and expense, or deposit its pro rata share, whichever process the City approves at Site Plan for all roadway and signalization improvements described in the TIA. The Traffic Impact Analysis shall be updated throughout development of the Project whenever a Site Plan application is submitted for approval.

4. Construction Traffic Control Plans during all phases shall be submitted and approved in conjunction with all Subdivision Construction Plans and Site Plans.

5. A traffic control and event security plan shall be provided prior to receiving a CO and/ or updated at the time there is a connection to Highway 71 and the venue is requesting to operate at full capacity. The plan shall provide for limited delay in entering the Property; a minimum of 2000' or as approved at site plan for vehicular stacking off of Willie Way; Event Venue and office peak travel times that do not conflict; during events, a dedicated staging area within or near to the Event Venue area for emergency vehicles; and integration of traffic pre-emption technology for emergency services at the signalized intersection at Willie Way and Bee Cave Parkway. These requirements must be demonstrated in accordance with Phase II Site Plan and future site plans associated with an increase of Attendees at the Event Venues, and may be amended from time to time upon administrative approval, if it meets or exceeds the requirements herein in order to increase/enhance the security plan.

K. Pedestrian Connectivity

1. There shall be a minimum of 2 pedestrian crossings on Willie Way to facilitate access to the property. Locations and design to be determined with the Phase I Site Plan.

2. Trails shall be constructed in the general location as depicted on the Concept Plan. Trails connecting to City trails shall have a minimum width of 6 feet along Willie Way and 10' elsewhere unless an alternative width is approved by Council at Site Plan. All trails shall be constructed as a stabilized surface with the exception of the trails surrounding the amenity pond in the southeast corner and throughout the Hilltop Garden in the Northwest corner which may be alternatively constructed with decomposed granite.

3. All open space, parks and trails located within the Project shall be accessible to the public, but will be privately maintained by the Project. Public access easements for trails shall be considered by the City in conjunction with the Phase I Site Plan.

4. An easement will be provided to the City on the Old Backyard Property (Exhibit A-2) for a publicly accessible pedestrian bridge landing, trails and open space. The Developer is not responsible for the construction of the bridge.

L. Open Spaces and Parks

1. Design intent for the Hilltop Garden and Promenade is included in Exhibit B with full design including layout and landscaping to be approved with Phase 1 Site plan.

2. The Hilltop Garden and Promenade shall be located as depicted on the Concept Plan. The Hilltop Garden shall be accessible to the public without charge or fees. Parking for the Hilltop Garden will be provided by surface parking adjacent to the site. A decorative stone or metal fence in compliance with code shall be constructed between the Hilltop Garden and parallel to Bee Cave Parkway and shall continue down the slope toward the eastern property line until the property adjacent to Bee Cave Parkway levels out. The fence may be constructed within the 75-foot buffer zone.

3. The Hilltop garden shall include trails connected to the City trails, plantings and gathering spaces. The Hilltop Garden shall afford at least one vantage point with an unobstructed view over the Property to the South.

4. All open space and parks located within the Project will be privately maintained by the Project but may be dedicated to the City pursuant to a separate mutually acceptable written agreement between City and developer or may be provided by public access easement. Public access easements for trails shall be considered by the City in conjunction with the first site plan.

5. A minimum of twenty percent (20%) of the gross land area identified in Exhibit A-1 shall be devoted to open space, consistent with the open space recommendations in the City's Comprehensive Plan.

6. Areas that can be counted toward open space include, but are not limited to, the 75' landscape buffer along Bee Cave Parkway, all re-irrigation fields, and the area of Old Backyard, as described in Exhibit A-2, provided that 90% or greater of the impervious cover associated with the Old Backyard has not been transferred to an alternate property.

M. Additional Performance Standards

1. All trash dumpsters, loading areas, any surface mounted equipment, outdoor storage and water wells shall be screened from view in accordance with the City's Code of Ordinances, unless otherwise approved by City Council at Site Plan.

2. A property management company, property owner's association or similar association or entity shall be created for the purpose of managing the Project on an on-going basis and for being responsible for compliance with the development standards and other requirements associated with this Project. The management company or association shall be authorized to enforce compliance on individual lot owners and shall ensure the upkeep and maintenance of property and facilities constructed for the benefit of the Project as a whole. This entity will be the entity responsible for compliance of the Project and with any permits or agreements between the City and the Project. Documents necessary to establish the company or association shall be reviewed and approved by the City in conjunction with plat or Site Plan approval, as applicable, to ensure that they conform to these and other applicable City ordinances. The documents shall be filed of record with the Travis County Clerk in order to ensure that there is an entity in place for long-term management of the Project.

3. "Minor Modifications" of the Concept Plan and/or Site Plan as defined by the City's Code of Ordinances for the Project may be approved administratively by the City Manager provided such modifications would not otherwise result in a violation of the City's Code of Ordinances, except as modified herein; a violation of specific Development Standards described herein; an increase in the amount of impervious cover or an increase in Annual Pollutant Load; or additional encroachments into the setbacks established for the Property.

4. The Project shall be maintained clean from litter. A litter management and control program for the project shall be subject to review and approval by the City Manager.

5. Utilities located along Bee Cave Parkway, Highway 71 and within the boundaries of the Project shall be buried.

6. In the event that the location of streets, driveways, parking, utilities, or water quality or detention ponds, drainage ways or lot lines, are subsequently approved by the City Council in association with plat approval or Site Plan approval, such changes shall be authorized herein without the need for an amendment to the Concept Plan or these development standards.

7. Easements associated with infrastructure improvements contemplated in this Ordinance may be established by separate instrument. The easement locations will be further defined at the time of Site Plan approval.

8. Unless specified elsewhere in the document, hours of operation for food service establishments, including but not limited to restaurants, bars, bakeries, and cafes, are limited to 6:00am – 11:30pm Sunday through Thursday and 6:00am – 12:30am Friday through Saturday. In the event the hours of operation for food service establishments,

including but not limited to restaurants, bars, bakeries, and cafes, are extended in the base Office District in the City's Code of Ordinances subsequent the date of adoption of this Ordinance, said uses in the Project are automatically eligible to expand their hours of operation a corresponding amount without need for a PDD amendment.

9. Event Venue hours of operation for federal and local holidays, as designated by the City, shall be consistent with Saturday hours.

10. The project is eligible to request a sign package that improves internal wayfinding to the Event Venue and public amenities.

BACKYARD AMPHITHEATER

A NEW BUILDING FOR

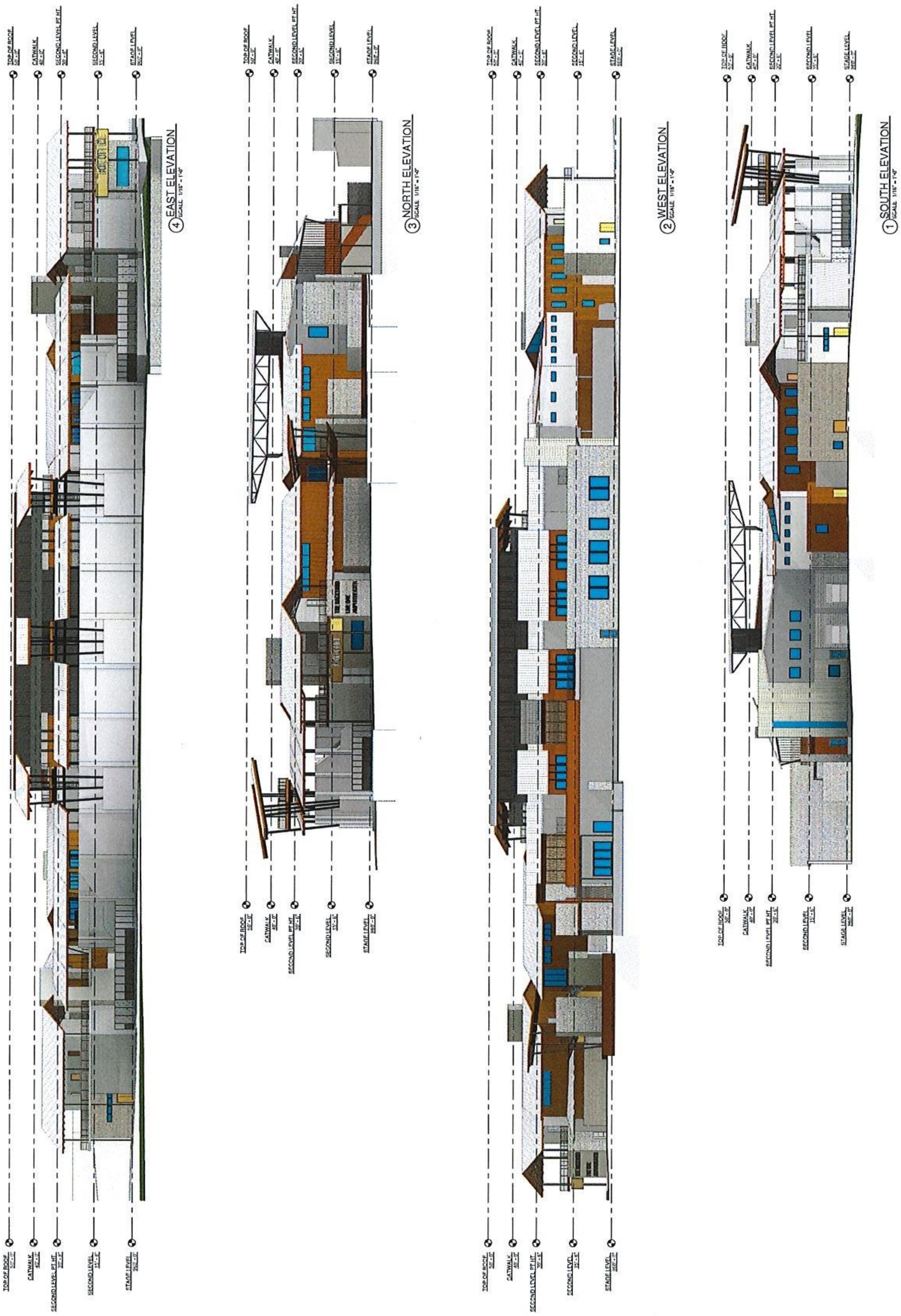
13801 BEE CAVE PARKWAY BEE CAVE, TX 78738

stelnbomer

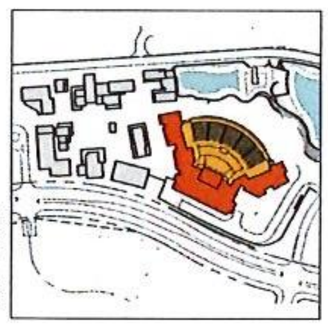
1400 S CONGRESS AVE, SUITE B402
AUSTIN TX 78704
T: 512.472.2402
F: 512.472.2408

PRELIMINARY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW IT IS NOT TO BE USED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.
ROBERT A. STEINBOMER
TEXAS REG. #7898



KEY PLAN



SCHEMATIC DESIGN

DATE:	Issue Date
DRAWN:	RJB
SCALE:	AS NOTED

No.	Description	Date

EXTERIOR ELEVATIONS

A-000

City Council Meeting
6/27/2023
Agenda Item Transmittal

Agenda Item:	**15.**
Agenda Title:	**Discuss and consider action on establishing the "Revival" property as the location for the construction of the new Bee Cave Public Library.**
Council Action:	**Consideration & Approval**
Department:	**Administration**
Staff Contact:	**Clint Garza/Chelsea Maldonado T&T Heery**

1. INTRODUCTION/PURPOSE

Discuss and consider action on establishing the "Revival" property as the location for the construction of the new Bee Cave Public Library.

2. DESCRIPTION/JUSTIFICATION

a) Background

City staff and the city's professional services consultants (T&T Heery & Lake Flato) have explored and negotiated several site options for the location of the construction of the new Bee Cave Public Library. The goal being that the library would be located on a site that would give the greatest flexibility of design, dedicated outdoor or park space, and is best use of the city's funds.

b) Issues and Analysis

Evaluation of each site has concluded and all parties have ranked city owned property "Revival" as the best suited site for the needs of Bee Cave Library. Revival was praised for its proximity to central park, overall size, and readiness and availability for start of design & construction.

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
6/27/2023
Agenda Item Transmittal

Agenda Item:	**16.**
Agenda Title:	**Discuss and consider action on the Request for Proposals for Solid Waste services.**
Council Action:	**Discussion and possible action**
Department:	**City Manager**
Staff Contact:	**Clint Garza, City Manager**

1. INTRODUCTION/PURPOSE

The purpose of this item is to discuss a request for proposals for solid waste services within the City of Bee Cave incorporated limits.

2. DESCRIPTION/JUSTIFICATION

a) Background

During the '22-'23 budget process council requested staff prepare a RFP for solid waste services within the city. To date the city has not passed a solid waste franchise ordinance and trash/recycling services are either negotiated by a HOA/POA/COA or with individual homeowners where a formal association does not exist.

During the discussion, council expressed a preference for uniformity in services and pricing throughout the city.

b) Issues and Analysis

Staff has completed the RFP and would like authorization to publish the RFP and work with legal counsel to draft a solid waste franchise ordinance.

If awarded and a contract is entered under the provisions in the upcoming ordinance, all single-family residential solid waste collection services will be provided by a single provider for a period of time determined at contract negotiation. Service levels and pricing will be uniform throughout the city.

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
🗋	RFP	Backup Material

REQUEST FOR PROPOSAL

Solid Waste Collection, Recycling and Disposal Services

City of Bee Cave, Tx.

The City of Bee Cave will receive sealed proposals for the following project:

PROJECT:	Solid Waste Collection, Recycling and Disposal Services
DUE DATE AND TIME:	**Friday, _____, 2:00 p.m.**
SUBMISSION LOCATION:	Bee Cave City Hall City Secretary 4000 Galleria Bee Cave, Texas 78738 Personal Delivery or U.S. Mail accepted. No submissions by fax or email.
PRE-PROPOSAL CONFERENCE:	**Thursday, _____, 2:00 p.m.**
DEADLINE FOR INQUIRIES:	**Friday, _____, 5:00 p.m.**
TYPE OF WORK:	Residential collection, transport, and disposal of municipal solid waste, including refuse, yard waste, bulky waste and recycling from within the contiguous City Limits to a disposal or processing site identified by the Applicant.
COSTS:	The proposal shall include the cost of collection, transport, and disposal of solid waste and all such residues or byproducts of such disposal processing and treatment. The proposal shall also include recycling options and pricing.

A. PURPOSE

The City of Bee Cave ("City") is requesting proposals from interested and qualified Contractors ("Applicant") to provide the City with residential solid waste and recycling collection, transport, and disposal or processing ("Project") within the contiguous City limits ("Contract Area").

This is a proposal package for residential solid waste and recycling collection and disposal services for the City as publicly advertised in the *Austin American Statesman* and as posted on the City's website. All information required for preparing this proposal is included in this proposal package.

Applicants are invited to submit proposals in accordance with the requirements of this competitive sealed Request for Proposal ("RFP"). Please read the entire package before preparing your proposal.

The Applicant must return this document with all information required for proper analysis of the Applicant's response.

Applicants are requested to provide the following services for residential locations within the Contract Area.

1. Solid waste, bulky waste, yard waste and brush collection, processing and/or disposal;
2. Recycling collection, processing and/or disposal;
3. Composting – item is not a requirement but if the Applicant provides composting services, include details regarding this service.

Applicants must provide estimates based on a once-per-week solid waste collection. Recycling estimates can be provided on a once-per-week.

This RFP is intended to describe the services required to fulfill the City's needs, but not to describe or limit the technologies an Applicant may use to provide such services. Applicant represents, by submitting a proposal, that the Applicant has the tools, expertise, technology, and capacity to provide these services, and the Applicant is encouraged to propose innovative and environmentally safe procedures to implement the requirements of the Contract. The City will expect and demand quality service from the successful Applicant at all times.

B. GENERAL INFORMATION

1. Applicant Requirements & Responsibilities

The City is dedicated to responsive and customer-focused solid waste services for the citizens of the City of Bee Cave. The City is interested in proposals from Applicants with a strong commitment to excellent customer service, which will work well with the City Council, city staff, and citizens and promote and support core values of trust, teamwork, effective communication, professionalism, and quality of life. The ideal company will be customer-focused, responsive,

innovative, friendly, and committed to offering Bee Cave residents quality service. The City desires a partnership, which recognizes quality management driven by value and a strong work ethic, not just "the bottom line."

The work to be done consists of furnishing all labor, tools, equipment and materials, supplies and services to perform all work and services necessary to satisfactorily collect all Residential Refuse and Recyclable Materials from Residential Customers within the Contract Area, transport collected Residential Refuse to a Disposal Site and collected Recyclable Materials to a recycling facility, and perform all other work or services incidental to refuse collection and transportation services in strict accordance with the terms and provisions of this Proposal and attached Agreement. Refer to Exhibit A for the definitions pertinent to this Proposal.

a. Solid Waste Disposal

The Applicant will provide Solid Waste collection and disposal to all Residential Customers within the Contract Area.

Curbside Residential Refuse and Bundle collection will be provided to each Residential Customer once per week; provided, that (i) such Residential Refuse is placed in Carts, and up to an aggregate total of eight (8) additional Bags and/or Bundles, and (ii) such Carts, Bags, Bundles are placed within five (5) feet of the curbside of the right of way adjacent to the Residential Customer no later than 8:00 a.m. on the scheduled collection day. Collection services will occur only between the hours of 8:00 a.m. and 6:00 p.m. on the collection day. Regular solid waste collection may not occur on a Saturday or Sunday. If a regular collection day falls on Thanksgiving Day, Christmas Day or New Year's Day, the Applicant is not obligated to collect on these holidays; however, the Applicant must provide collection service at least once per week, ideally the day after the holiday. The Applicant must notify the City of the holiday collection schedule in writing each January. The Applicant may establish reasonable rules for the collection service; however, the rules must be approved in advance by the City Manager or designated appointee of the City.

All solid waste collected under this proposed contract must be collected and transported to a TCEQ permitted Disposal Site in compliance with applicable legal requirements. All costs of transportation and disposal will be the responsibility of the Applicant.

Nothing in this proposal requires the Applicant to collect Hazardous Waste or waste, in any amount, which is regulated under Federal or State Law. Liability for Hazardous Waste shall remain with the generator of such materials.

b. Solid Waste Collection Service to City Buildings and Facilities

i. Refuse Collection Service for City Buildings & Facilities

The Applicant agrees to provide refuse collection services to all current and future buildings and facilities including parks and greenbelts owned by the City, at no additional charge. The City retains the right to approve the container size and number of weekly collections required for each of their respective buildings and facilities. The

Applicant agrees to provide refuse collection and containers for special City events at no additional charge. A list of City Properties is attached hereto as Exhibit ____

c. Recycling

The Applicant will collect Recyclable Materials from Residential Customers one (1) time per week or every other week, contingent on proposal pricing; provided, that (i) such Recyclable Materials are placed in the Recycling Cart provided by the Applicant and (ii) are placed within five (5) feet of the curbside or right of way adjacent to the Residential Unit no later than 8:00 a.m. on the scheduled collection day.

i. Annual Public Service Announcement

Applicant will provide information and work with the City on an annual public service announcement each year.

ii. Marketing and Reports

The Applicant will retain responsibility for the marketing of all single stream recyclable materials. The Applicant will provide the City with a written report in January and July, containing participation, the volume of single stream recyclable materials collected and the name of the processing facility to which the single stream recyclable materials were delivered. The city reserves the right to approve the form of the recycling report.

d. Carts

The Applicant will provide each Residential Customer within the City with one (1) Cart and one (1) Recycling Cart at no additional cost to the City. Residential Customers will be allowed a maximum of two (2) Carts and two (2) Recycling Carts.

e. Special Services

i. Special Pick-Up Services Requested by a Residential Customer

The Applicant shall offer special pick-up services. Special pick-up services shall consist of materials requiring special handling (excluding Hazardous Waste), such as items not meeting Applicant's specifications for material placed in Carts. Special pick-up shall be requested by the customer and arrangements for payment shall be made between the Applicant and the Customer. The Applicant must provide billing insert flyers denoting the criteria, rules, and regulations for these special pick-up services. The City retains the right to approve the criteria, rules, regulations, and flyers noted above.

ii. "Call-In" for Bulky-Trash Curbside Pickup

The Applicant shall provide once per week curbside bulky-trash pickup for its Residential Customers at no additional charge provided that advance notification is

given to the City. Materials to be picked up shall include Bulky Trash and Brush. The Applicant must provide billing insert flyers denoting the criteria, rules, and regulations for these bulky trash pickups. The City retains the right to approve the criteria, rules, regulations, and flyers noted above.

iii. Storms and Other Disasters

The work under this Proposal does not include the collection and disposal of any significant increased volume resulting from a flood, tornado or any other act of God, over which the Applicant has no control. In the event of such flood, tornado, or any other act of God, the Applicant and the City will negotiate the payment to be made to the Applicant.

f. Collection Routes

The Applicant shall establish collection routes and schedules that satisfy the requirements of this Proposal and maximize the efficiency of the Applicant's operations. The routes established under this Proposal shall be separate from the routes the Contractor uses for the Collection of Solid Waste and Program Recyclables generated in another municipality. The Applicant shall submit its proposed Collection routes and schedules to the City Manager or designee as part of the Contractor's Collection Plan. The proposed Collection routes and schedules shall be subject to the City Manger's or designee's approval. After approval is granted, the Contractor shall provide Collection Services in accordance with the approved routes and schedules in the Collection Plan.

2. Generation of Materials

Future increases or decreases in population, number of residential units, or volume of solid waste and other materials in the contract area cannot be accurately predicted or guaranteed. Therefore, it is expected that Applicants will project the volume or weight of materials to be generated and collected for proposal purposes, based on information provided with this RFP or derived from any other public information sources.

3. Billing Services

The Applicant shall submit statements to and collect from all Residential Customers for services provided by the Applicant. Each Residential customer shall be billed no less frequently than quarterly, in advance.

4. Performance Standards

The following performance standards shall be applicable for the purpose of contract monitoring and performance; enhancing sanitary and aesthetic living conditions; protecting the environment; delivering consistent, reliable, convenient, and safe services; providing respectful, friendly, responsive communications with customers; and showing a continuing commitment to the community.

(a) Residential carts shall be replaced upright, with lids closed, within five (5) feet of customer's placement without obstructing traffic, blocking driveways, or damaging landscaping.

(b) Residential collection areas shall be free of litter and debris within a ten-foot (10) radius of the carts. Applicant is not required to clean up, collect or dispose of any loose or spilled litter and debris not caused by the Applicant.

(c) Applicant shall make all reasonable efforts to collect waste and refuse regardless of barriers (i.e., blocked streets) except when safety and health of the Applicant's employees or public health is placed in danger.

(d) Applicant shall make every effort to maintain a consistent route schedule.

(e) Applicant will not leave loose trash, which, during collection, may fall in the streets or yards of the residents, and will make every reasonable effort to keep the City clean and free of litter.

(f) Drivers of refuse collection vehicles will be expressly forbidden to use their emergency brakes to stop a moving vehicle, except in an emergency threat to the safety of the driver or general public.

(g) If collection of a customer's refuse is missed, upon proper notice, the Applicant will take appropriate measures to retrieve the missed collection, and shall in any event collect all missed collections within a twenty-four (24) hour period and no later than by the end of next business day following the date of the missed service; and the Applicant shall evaluate each missed service so as to attempt to eliminate future misses. For each missed collection the City may require a credit $3.50 on that service month's bill.

5. Applicant Qualifications

To demonstrate qualifications for performing the services required in this RFP and in the subsequent contract if awarded, each Applicant shall include, as a separate attachment/s to the Proposal Cost Form, the following items:

1. List of Applicant's experience with similar projects in Texas;
2. List of the addresses, phone numbers, and person of contact at three (3) or more of the Applicant's current municipal or community customers, *i.e.* references;
3. Applicant's insurance coverage, showing coverage of at least:

Coverage	**Limits of Liability**
Workers Compensation	Minimum amount pursuant to State law
Employer's Liability	$500,000
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Bodily Injury and Property Damage	

Liability	
Automobile Bodily Injury	$2,000,000 per occurrence combined
Liability	$1,000,000 each occurrence
Automobile Property Damage	$500,000 each occurrence
Excess Umbrella Liability	$1,000,000 each occurrence

4. List of Applicant's proposed management staff plus resumes of the proposed project leaders;
5. Project organization chart;
6. Description of innovative projects and environmentally safe methodologies recommended by Applicant, if any;
7. Evidence of Applicant's authority to conduct business in the State of Texas;
8. If Applicant is a corporation, a copy of the corporate resolution authorizing Applicant to enter into this transaction;
9. Description of public relations and customer education;
10. Description of quality control methods, complaint management, and resolution procedures;
11. Description of bulky collection;
12. Description of brush pickup;
13. Description of complimentary live Christmas tree collection and recycling options performed annually;
14. Description of recycling options and pricing for said options;
15. Description of composting options and pricing for said options if applicable;
16. Description of any limitations on items to be collected and requirements for preparing unusual items for pickup;
17. Description of the containers to be provided, the time frame for their provision to new customers, and any related policies regarding distribution, replacements, and damage to containers.
18. Discussion of any complimentary or additional services to improve the value taxpayers are receiving, enhance their quality of life, or address special needs;
19. Discussion of complimentary services available for City sponsored events;
20. Discussion of complimentary services available for City facilities.
21. Discussion of methods for handling barriers to collection, including blocked streets;
22. Description of the capital equipment available to provide the proposed services. Note the age, weight, and condition of collection trucks and how many are from line units and how many are spares;
23. Description of the plan to be used to assure that equipment shall be available to meet the service plan at all times;
24. Descriptions of how leakage or debris from vehicles will be minimized and/or handled;
25. Discussion of disposal and processing sites;
26. Discussion of methods for ensuring customer satisfaction and service quality and copies of related company policies;
27. Discussion of how the company will notify the City in case of equipment breakdown or other event that may delay the pickup of solid waste;
28. Discussion of worker training and incentive;
29. Information on charges to the City for unplanned brush and bulky item collection when contracted by the City in the course of performing emergency disaster response; and
30. Discussion of community outreach programs, i.e. scholarships.

6. Applicant Certification

By the submission of the proposal, the Applicant certifies that the proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation; that the Applicant has not directly or indirectly induced or solicited any other Applicant to put in a false or sham proposal; that the Applicant has not solicited or induced any person or corporation to refrain from proposing; and the Applicant has not sought by collusion or otherwise to obtain any advantage over any other Applicant or over the City.

7. Notice to Proceed

The City intends to issue a notice to proceed within thirty (30) days after award of the contract; however such period of time is not binding. Failure to issue the notice to proceed shall not constitute a breach of the contract. The contract starting date is projected to be _____.

Municipal residents are currently serviced by various solid waste collection providers pursuant to several agreements. No interruption of existing service from the current provider to the awarded Applicant is permitted. Service transition must be coordinated between the two providers and City staff with the changeover occurring during the months of _____. Transition activities are those related, but not limited, to assuming customer accounts and related data; locating disposal sites and establishing disposal facilities; reviewing, current routes; soliciting employees; obtaining and/or setting up equipment (trucks, etc.); and establishing offices and customer service operations.

8. Post-Award Conference

A post-award conference will be scheduled as soon as practical after the award of the contract. The Applicant shall attend the conference along with the prospective job superintendent and any anticipated major subcontractors, if applicable. A proposed implementation schedule shall be submitted to the City. The Applicant shall also provide at least two (2) local telephone numbers which may be used to contact the Applicant or their authorized representative in the event of an emergency after normal business hours. Upon receipt of the documentation identified as required during that conference, a notice to proceed will be issued by the City.

C. DETAILED INFORMATION

1. Compliance with Laws

Each Applicant shall examine the RFP and related solid waste franchise ordinance thoroughly and familiarize himself with all federal, state, and local laws, ordinances, and regulations, including, but not limited to, all rules, regulations, and the restrictive covenants governing the land within the City's jurisdiction, which may, in any manner, affect cost, progress, or performance of the described services.

2. RFP Addendum

The City may amend the RFP at any time before the RFP deadline. Copies of the official changes will be provided in the form of an addendum to all potential Applicants who have requested an RFP and who attended the pre-proposal conference. Any addendum is not official unless it is prepared and distributed in writing by the City.

3. Proposal Preparation

The Proposal Cost Form shall be used and shall not be taken apart or altered, unless otherwise prescribed. The forms shall be typewritten or completed with pen and ink and signed. Proposals submitted by corporations must be signed by the president, vice-president, or other authorized officer and accompanied by the secretary's attestation. Proposals by partnerships should be executed in the partnership's name and signed by a partner whose title must appear under the signature. All erasures or corrections should be initialed and dated by the official signing the proposal.

Applicants are encouraged to carefully review all provisions and attachments of this RFP prior to completion. Each proposal constitutes an offer and may not be withdrawn or amended except as provided herein. Any and all written statements contained in the proposal and any written clarification of same requested by the City and delivered to the City Secretary will become part of the final proposal for services.

4. Proposal Submission

1. Providers are required to bid on the proposal in its entirety.
2. All Applicants must submit three (3) copies of the proposals for waste removal on the basis required for the Proposal Cost Forms.
3. Proposals shall be submitted in a sealed envelope with the title, "Solid Waste Collection, Recycling and Disposal" and the name, address, and telephone number of the Applicant clearly printed on the outside of the envelope. The envelope must not be see-through.
4. Proposals not received by the time and date specified will not be opened or considered, unless the delay is a result of City negligence, its agents or assigns.
5. Proposals must be mailed or delivered as follows in sufficient time to ensure receipt by the City Secretary on or before 2:00 p.m. on the date specified. Applicants shall be responsible for the actual delivery of proposals during business hours to the address indicated in this RFP. It shall not be sufficient to show that the proposal was mailed in time to be received before the scheduled proposal submittal due date.

Mailing & Hand Delivery Addresses:

MAILING:	HAND DELIVERY:
Attn: City Secretary	Attn: City Secretary
4000 Galleria	4000 Galleria
Bee Cave, TX 78738	Bee Cave, TX 78738

6. At the proposal submittal due date, no additional documentation will be accepted unless requested by the City. The Applicant shall include all documents necessary to support its proposal.

5. Changes or Alterations

Applicant may change or withdraw their proposal at any time prior to the proposal submittal due date. However, no oral modifications will be allowed. Only formal written requests for modifications or corrections of a previously submitted proposal shall be accepted and must be submitted as a complete, new proposal superseding and replacing the original proposal which will be considered withdrawn. The revised proposal shall be addressed in the same manner as the proposal and must be received by the City prior to the scheduled proposal submittal due date.

6. Submittal Clarification

The City reserves the right to obtain clarification of any point in a proposal or to obtain additional information from an Applicant.

7. Proposal Holding Time

The City may hold proposals for a period not to exceed one hundred and eighty (180) days from the proposal submittal due date for the purpose of reviewing proposals and investigating Applicant qualifications. Proposals shall be deemed valid for one hundred and eighty (180) days from proposal opening.

8. Proposal Reservations & Evaluation

The City reserves the right to reject any or all proposals, to award the entire contract to one provider for all work or to several providers for separate identifiable parts, and to waive minor defects in proposals.

Proposal costs will be evaluated using the Proposal Cost Form attached to this RFP. Discrepancies between words and figures shall be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum.

Award of the contract will also be based on the qualifications of the Applicant and innovative and environmentally safe technologies proposed by the Applicant to meet RFP requirements.

9. Liability

The City is not responsible for any cost incurred by an Applicant in preparation of a proposal.

10. Contract Award

The contract award, if issued, shall be made to the Applicant whose proposal, in the City's sole discretion, furthers the City's best interests. The contract may be awarded to one provider for all work, or to several providers for separate identifiable parts, based upon the proposals received. No award shall be made until all necessary investigations have been made to determine the eligibility and responsibility of the Applicant under consideration, and the proposal's validity. The contract award, if issued, shall be made by the City Council.

11. Bonds & Insurance

The general conditions of the contract documents will require surety bonds and insurance certificates to be furnished with the executed contract. All bonds shall be signed by a Texas licensed resident agent who holds a current power of attorney from the surety company issuing the bond. All Applicants shall submit an "Affidavit of Bonding Limits" documenting that they are in accordance with the contract document. The performance bond at the time of execution of the contract shall be in the amount of ninety thousand dollars ($90,000).

12. Name Use

No Applicant advertising, sales promotion, or other publicity materials may mention information obtained from this proposal, or imply the name of the City of Bee Cave, without prior express written permission.

13. Bribery Clause

Applicant certifies that no employees of theirs, of any affiliate, or of any Subcontractor has bribed or attempted to bribe an officer or employee of the City.

D. PROPOSAL COST FORM

1. Terms and Conditions

PROPOSAL FORM FOR:

_____

(Print or type Applicant Name)

The undersigned Applicant agrees, if this proposal is accepted, to enter into a contract with the City of Bee Cave ("the City") to complete all services and perform all work in strict conformity with the terms and conditions set forth in the contract and any laws, statutes, ordinances, rules, or regulations of any governmental agencies or public authorities relating thereto and the restrictive covenants if any of the City.

Applicant declares that no person(s) or entity(ies) other than those named herein are interested in this proposal; that this proposal is made without collusion with any other person, firm, or corporation; and that no person or persons acting in any official capacity for or employed by the City are directly or indirectly interested in this proposal, or in any portion of the profit to be derived therefrom, or employed in any way by an owner of any interest in Applicant.

This proposal is not required by law to be awarded to the lowest bidder. Therefore, the City retains the right to award this contract based upon the proposal which is deemed to be in the City's best interest. The City reserves the right to accept the proposal in whole or part. The term for the operations agreement is three (3) years with two (2) one-year optional extensions.

In submitting this proposal, Applicant represents, as more fully set forth in the RFP, that Applicant has:

1. Examined the Notice to Applicants, RFP, Proposal Cost Form, RFP Addenda if any, and the contract documents;
2. Examined the actual site and locality where the services are to be performed;
3. Familiarized themselves with the City's legal requirements and restrictive covenants if any;
4. Made such independent investigations as they deem necessary;
5. Has satisfied themselves as to all conditions affecting cost, progress, or performance of the work and all difficulties that may arise or encountered in the performance of the work; and
6. Has made this bid on the basis of the above examinations, and not on the basis of any representations or promises made to them by the City, or any City agent.

Applicant agrees as follows:

1. That this proposal shall remain open and may not be withdrawn for the time period set forth in the RFP;
2. That all of the RFP terms and conditions, including, without limitation, those dealing with the disposition of their proposal security are accepted; and
3. That upon acceptance of the contract, they will execute a contract and will furnish the required performance bond, payment bond, and insurance certificates as set forth in the attached contract documents.

In accordance with the above understandings and agreements, Applicants will complete the work for the following in the contract area consisting of single and multi-family residential.

Prices shall also include all applicable federal, state, and county taxes for the following:

1. Solid waste, bulky waste, yard waste and brush collection, processing and/or disposal;
2. Recycling collection, processing and/or disposal;
3. Composting-provide cost separately, if applicable

Additional collection units and hourly work made part of the contract after contract execution shall be at the cost per unit in the Proposal Cost Form, adjusted for any approved cost increases since contract execution. The City may choose not to utilize any or all of the additional work.

2. Solid Waste Collection, Recycling and Disposal/Processing for Residential Units

On an additional page, please describe the method of collection to be used for residential units, the proposed disposal and/or processing facility(ies), and proposed exit routes from the community.

	Item Description	Cost per Unit 1 Cart	Cost per Unit 2 carts
1.	Solid Waste Collection		
2.	Recycling		
3.	Composting, if applicable		

E. ADDENDA ACKNOWLEDGEMENT AND SIGNATURE

Applicant acknowledges receipt of the Addenda listed below and further acknowledges that the provisions of each Addendum have been included in the preparation of this proposal.

Addendum No: _____

Date Received: _____

The following documents are attached to and made a condition of this proposal.

1. A list of subcontractors and other persons and organizations required to be identified in this proposal.

2. Applicant qualifications.

The terms used in this proposal, which are defined in the RFP, have the meanings assigned to them in the RFP.

Respectfully submitted,

<u>Individual</u>

Signature: _____

Printed Name: _____

Title: _____

Business Address: _____

Phone Number: _____

Date: _____

Corporation

Name of Corporation: _____

State of Incorporation: _____

Secretary Attest _____

Signature

Printed Name: _____

License or Registration Number: _____

Doing business as: _____

Business Address: _____

Phone Number: _____

Date: _____

Joint Venture/Partnership

Name of Joint Venture/Partnership: _____

Printed Name: _____

Title: _____

Secretary Attest: _____

Signature

Printed Name: _____

License or Registration Number: _____

Doing business as: _____

Business Address: _____

Phone Number: _____

Date: _____

Definitions

Backdoor Service - Pickup service at the door, or some location in the immediate vicinity of the home of a physically challenged residential customer.

Bags - Sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 pounds.

Base Rate - The rate for collection of refuse as agreed to herein.

Bulky Trash - Stoves, refrigerators (free of CFCs), water tanks, washing machines, furniture and other residential waste materials other than Construction Debris, Dead Animals, Hazardous Waste or stable matter. No individual Bulky Waste item shall exceed one hundred (100) pounds in weight.

Brush - Tree parts, branches, shrubbery, foliage, grass, leaves and other coarse vegetation.

Bundle - Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding three feet in length, three feet in height, and three feet in width or 35 pounds in weight.

City - City of Bee Cave, Texas.

Cart - A ninety-five (95) gallon receptacle provided by the Contractor for the collection of Residential Refuse constructed of heavy duty plastic, with attached lid and wheels.

Construction Debris – Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction Debris does not include Hazardous Waste, Residential Refuse, or Bulky Waste.

Dead Animals - Animals or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause, except those slaughtered or killed for human use.

Disposal Site - A refuse depository, physically located in the City or in close proximity thereto, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits, or approvals to receive for processing or final disposal of Refuse and Dead Animals.

Garbage - Any and all dead animals of less than ten pounds in weight, except those slaughtered for human consumption, and every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers, and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of

"bulky waste," "construction debris," "dead animals," "hazardous waste," "rubbish," or "stable matter."

Hazardous Waste - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under federal or state law. For purposes of this Agreement, the term Hazardous Waste shall also include motor oil, gasoline, paint, and paint cans.

Recyclable Materials –

a. Newspapers, magazines, and catalogs, and other paper items such as mail, paper bags, office paper, envelopes, cereal and soda drink boxes, corrugated cardboard, phone books or other paper;
b. Glass bottles and jars (excluding mirrors, windows, ceramics, light bulbs, dishes, cups, and other glass products);
c. Metal cans composed of tin, steel or aluminum, metal lids from glass jars, empty aerosol cans (excluding scrap metal); and
d. Plastic containers including all varieties of the types designated as #1, #2, #3, #4, #5 and #7

Recycling Cart – A sixty-five (65) gallon receptacle provided by the Contractor for the collection of Recyclable Materials constructed of heavy duty plastic, with attached lid and wheels.

Refuse - Refuse shall mean and include any combination of Garbage, Rubbish, and Brush.

Residential Refuse - All Garbage, Rubbish, Bulky, and Yard Waste generated by a Residential Customer.

Residential Customer - A producer who generates Residential Refuse at a residential unit within the corporate limits of the city.

Rubbish - All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any other waste materials not included in the definition of "bulky waste," "construction debris," "dead animals," "garbage," "hazardous waste," or "stable matter."

Solid Waste - Any garbage, refuse, rubbish, bulky waste, yard waste, dead animals, hazardous waste or stable matter or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, automobile, or agricultural operations.

Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from keeping of animals, poultry or livestock.

Yard Waste - All grass clippings and tree, shrub, or brush trimmings.

City Council Meeting
6/27/2023
Agenda Item Transmittal

Agenda Item:	**17.**
Agenda Title:	**Discuss and consider action on accepting the resignation of Andy Rebber from the Bee Cave Development Board.**
Council Action:	
Department:	**City Secretary**
Staff Contact:	**Kaylynn Holloway, City Secretary**

1. INTRODUCTION/PURPOSE

To accept the resignation of Andy Rebber from the Bee Cave Development Board.

2. DESCRIPTION/JUSTIFICATION

a) Background

Council Member Rebber submitted his resignation from the Bee Cave Development Board effective June 26, 2023.

b) Issues and Analysis

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Accept resignation

City Council Meeting
6/27/2023
Agenda Item Transmittal

Agenda Item:	**18.**
Agenda Title:	**Discuss and consider action on appointing a member to the Bee Cave Development Board.**
Council Action:	
Department:	**City Secretary**
Staff Contact:	**Kaylynn Holloway, City Secretary**

1. INTRODUCTION/PURPOSE

To discuss and consider action on appointing a member to the Bee Cave Development Board.

2. DESCRIPTION/JUSTIFICATION

a) Background

With the resignation of Council Member Rebber, Position 3 with a term that ends October 2023, is now vacant.

b) Issues and Analysis

We have received one application.

The current roster 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

BEE CAVE DEVELOPMENT BOARD (2022 - 2024)		
Name and Address	***Position/Term***	***Contact Information***
Christian Alvarado	Position 1/ October 2023	calvarado@beecavetexas.gov
Victoria Winburne	Position 2 October 2024	vwinburne@beecavetexas.gov
Andy Rebber	Position 3/ October 2023	arebber@beecavetexas.gov
Quinn Gormley	Position 4/ October 2024	qgormley@beecavetexas.gov
Kevin Hight	Position 5/ October 2023	khight@beecavetexas.gov
Tony Lockridge	Position 6/ October 2024	tlockridge@beecavetexas.gov
Christy Black	Position 7/ October 2024	cblack@beecavetexas.gov

November 2022

City of Bee Cave

Application for Bee Cave Development Board

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] AUSTIN, TX 78738

How Long? 10 years

Phone (Home): [redacted]

(Work):

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

Occupation, Experience/Degrees Held? Investment Management Executive Sales, 18 years, BA in Economics and CFA Charterholder

Why do you want to serve on this group? 1) Serve community, 2) Maintain and further enhance Bee Cave's quality of life and economic growth.

Do you have any potential conflicts of interest? No

Do you have any related experience? Yes, Served as a President and board member of CFA Society of Austin, largest group of investment professionals in Central Texas.

What do you feel you have to offer this group? 1) Board / professional work / team experience related to economics and marketing. 2) Strong listening skills. 3) Executing on goals with measurable KPIs.

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 John Dashtara

Official Name (Please Print) John Dashtara

Date Submitted:

Received by:

Development Board 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 Development Board, 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 Board. Please note proficiency in all of the areas is not required.

Please rank your familiarity with the City of Bee Cave and Economic Development in the following areas by placing a check mark in the column that best describes your experience level:

	Experience and Familiarity					
	None	*Some*	*Moderate*	*Practical*	*Proficient*	*Expert*
4B Economic Development			✓			
Budgets & Appropriations			✓			
Boards & Commissions					✓	
Hike & Bike Pedestrian Trails				✓		
Roadways & Transportation			✓			
Comprehensive Plans			✓			
Capital Improvement Projects			✓			
Strategic Plans Implementation			✓			

Please tell us about your other community programs or committees that you have been involved with.

Served as President and board member of CFA Society of Austin, the largest group of investment professionals in Central Texas.

Please tell us about applicable experience or certifications you have relevant to Economic Development.

Studied urban economics in college. Investment firms I've worked for invest in muni bonds and Emerging Debt bonds where we need to understand economic impact and accounting of issuers.

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 Council Meeting
6/27/2023
Agenda Item Transmittal

Agenda Item:	**19.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
6/27/2023
Agenda Item Transmittal

Agenda Item:	**19.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.
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