AGENDA

Regular Meeting

City Council

Tuesday, August 8, 2023

6:00 PM, City Hall

4000 Galleria Parkway

Bee Cave, Texas 78738-3104

THE CITY OF BEE CAVE COUNCIL MEETINGS ARE AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT KAYLYNN HOLLOWAY AT (512) 767-6641 AT LEAST 48 HOURS IN ADVANCE OF THE MEETING. THANK YOU.

A quorum of the Planning and Zoning Commission and/or Development Board may be in attendance at this meeting. No action will be taken by the Commission or Board.

1. Call meeting to order
2. Roll Call
3. Pledge of Allegiance
4. Recognition and Moment of Silence
5. Citizen Comments

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

6. Staff Comments

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

a. City secretary report
b. Communications report
c. Financial report
d. Human Resources report
e. Library report
f. Parks and Facilities report
g. Planning and Development report
h. Police Department report
i. City Manager's office report

7. Consider approval of the minutes of the Regular Session conducted on July 25, 2023.

8. Discussion and possible action on the proposed FY 2023-2024 Budget.

9. Discussion and update from Bee Cave representatives on the Board of the West Travis County Public Utility Agency.

10. Discuss and consider action on Ordinance No. 511 annexing into the City a 3.311- acre parcel of land located at Vail Divide and State Highway 71 West, which constitutes the right of away and road known as Vail Divide just south of State Highway 71.

11. Discuss and consider action on Ordinance No. 512, an ordinance setting the maximum speed limit on Vail Divide Drive and establishing a portion of Vail Divide Drive as a school zone.

12. Discuss and consider action on signature & execution of Interlocal Cooperation Agreement with the Travis County Emergency Services District No. 6 for the preliminary design and planning phase of the Joint Facilities Project (Bee Cave Public Safety Project).

13. Discuss and consider action regarding unauthorized parking in commercial lots in and around Bee Cave including overnight parking.

14. Legislative update on transportation issues.

15. Close Regular Meeting

16. Open Executive Session

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

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

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

17. Close Executive Session

18. Open Regular Meeting

19. Consider action, if any, on Executive Session

20. 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 4th day of August, 2023 at 4:00 P.M. (Seal)

_____

Kaylynn Holloway, City Secretary

City Council Meeting
8/8/2023
Agenda Item Transmittal

Agenda Item:	**7.**
Agenda Title:	**Consider approval of the minutes of the Regular Session conducted on July 25, 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 July 25, 2023	Backup Material

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL
CITY OF BEE CAVE
July 25, 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
Ryan Henry, City Attorney
William Pitmon, Police Lieutenant
Megan Will, Planning and Development Director
Kevin Sawtelle, City Engineer
Logan Maurer, Engineer
Lanie Marcotte, Parks and Facilities Director
Amanda Padilla, Sr. City Planner
Anna Jensen, Administrative Coordinator
Rebecca Requeira, Executive Assistant

Call to Order and Announce a Quorum is Present

With a quorum present, the regular meeting of the Bee Cave City Council was called to order by Mayor King at 6:00 p.m. on Tuesday, July 25, 2023.

Recognition and moment of silence

Mayor King recognized work anniversaries of employees.

Citizen Comments.

There were not any citizen comments at this time.

Staff Comments.

Parks and Facilities Director Lanie Marcotte reported on the final debris pickup from the freeze and the number of people attending the Beauty and the Beast Play.

Consent Agenda.

A. Consider approval of the minutes of the Regular Session conducted on June 27, 2023.
B. Consider approval of the financial and investment reports (Q2).
C. Consider approval of a proclamation for participation in the Lights Out Program for the months of August – November 2023.
D. Consider action on Resolution No. 2023-13 approving submission of a grant application for the Ballistic Shields Grant Project to the Office of the Governor.

MOTION: A motion was made by Council Member Rebber, seconded by Mayor Pro Tem Clark, to approve the consent agenda items A-D.

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

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

The motion carried 6-0.

Public hearing and discussion on Ordinance No. 511 annexing into the City a 3.311- acre parcel of land located at Vail Divide and State Highway 71 West, which constitutes the right of away and road known as Vail Divide just south of State Highway 71.

City Manager Clint Garza presented this item.

Mayor King opened the public hearing at 6:06 p.m.

There being no person wishing to provide public testimony, the public hearing closed at 6:06 p.m.

This item will be considered for action at the next regular session.

Public hearing on Resolution No. 2023-14 and the potential uses for an approximately 4 -acre parcel of land within the 45-acre Brown Property along with a known physical address of 4800 Great Divide Drive.

Mayor King opened the public hearing at 6:07 p.m.

There being no person wishing to provide public testimony, the public hearing closed at 6:08 p.m.

Discussion and possible action regarding Resolution No. 2023-14 and the potential uses for an approximately 4 -acre parcel of land within the 45-acre Brown Property along with a known physical address of 4800 Great Divide Drive.

Mr. Garza and City Attorney Ryan Henry spoke on this item.

Carrell Killebrew, 5410 Great Divide Dr., spoke against the Resolution.

MOTION: A motion was made by Mayor Pro Tem Clark, seconded by Council Member Rebber, to approve Resolution No. 2023-14 and the potential uses for an approximately 4 -acre parcel of land within the 45-acre Brown Property along with a known physical address of 4800 Great Divide Drive.

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

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

The motion carried 5-1.

Discuss and consider action on a Site & NPS plan for the Family Dental Center located at 15955 SH 71, Bee Cave, TX 78738.

Logan Maurer, Engineer, presented this item. The project consists of a 9,682 square foot, single story dental office building with associated parking and water quality/detention facilities.

MOTION: A motion was made by Council Member Rebber, seconded by Mayor Pro Tem Clark, to approve a Site & NPS plan for the Family Dental Center located at 15955 SH 71 with the following conditions: (1) Post fiscal security for the NPS Permit; (2) Provide final drafts of the Detention and Water Quality Controls Easement, the Agreement for Public Easement (Trail Easement), and the Restrictive Covenant for Water Quality Controls Maintenance Plan, pedestrian access easement, and drainage and water quality controls easement which shall be recorded prior to site construction closeout; and (3) Provide the final site plan cover sheet executed by other applicable review agencies.

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.

Executive Session:

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 551-072 – 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 – Board and Commission member appointments for: Bee Cave Development Corporation.

The City Council closed the Executive Session at 7:04 p.m. and reconvened in Regular Session.

Adjournment:

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

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

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

The motion carried 6-0.

The City Council meeting adjourned at 7:04 p.m.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

_____
Kara King, Mayor

ATTEST:

_____
Kaylynn Holloway, City Secretary

City Council Meeting
8/8/2023
Agenda Item Transmittal

Agenda Item:	**8.**
Agenda Title:	**Discussion and possible action on the proposed FY 2023-2024 Budget.**
Council Action:	**Discussion**
Department:	**Finance**
Staff Contact:	**Administration**

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is for the City Council to discuss and consider possible action on the proposed preliminary FY 2023-2024 Budget.

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

FY 2023-2024 begins October 1st, 2023 and ends September 30th 2024. The proposed budget includes all operating funds of the City. This item includes a preliminary budget for review and consideration. We will plan to hold public hearings for the FY 2023-24 budget and proposed property tax rate at the regular Council meeting on Tuesday, August 22nd, 2023.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

The FY 2023-24 budget must be approved for appropriation before the current fiscal year closes on September 30th, 2023.

5. RECOMMENDATION

Discuss and consider any necessary line-item revisions as required. Revisions will be incorporated into an updated draft presented to the City Council for consideration on August 22nd.

ATTACHMENTS:

	Description	Type
🗋	FY 2023-24 Preliminary Budget	Backup Material

City of Bee Cave

Fiscal Year 2023-24

Preliminary Budget

August 8th, 2023

To: City Manager, Mayor & Council
From: Finance
Date: August 8th, 2023
Re: FY 2023-2024 Budget Narrative

Please accept this memorandum to accompany the FY Budget Line Item detail for revenue and expense. This document provides additional information for all Funds related to current performance, including year-over-year comparisons that form the basis of our recommendations for the FY 2023-24 appropriation. These estimates are *preliminary*, and we will modify line item totals based on Council discussion and any other additional recommendations.

We begin with General Fund Revenue:

	FY 2022-23 Budget	FY 2022-23 FYTD	Perform%	FY 20223-24 Budget
SALES TAX	$10,500,000	$8,818,752	83.99%	$10,500,000
MIXED BEVERAGE TAX	$110,000	$151,458	137.69%	$165,000
FRANCHISE FEES	$349,000	$412,915	118.31%	$564,000
BUILDING & DEVELOPMENT FEES	$310,000	$697,252	224.92%	$376,000
MISCELLANEOUS - LIBRARY/POLICE	$3,500	$23,933	683.81%	$14,500
MUNICIPAL COURT	$225,000	$240,555	106.91%	$274,500
INTEREST INCOME	$400,000	$1,347,487	336.87%	$1,250,000
TRF FROM 4B ECONOMIC DEVELOPMENT	$0	$0	0.00%	$1,250,000
ALL OTHER	$0	$158,300	0.00%	$0
General Fund Revenue Totals	**$11,897,500**	**$11,850,651**	**99.61%**	**$14,394,000**

Overall, our total General Fund revenue forecast reflects an increase of almost 21%. However, this must be qualified to note specifically the transfer from the Economic Development Corporation for the new Chapter 380 Agreement approved for the Willie Way ROW acquisition and extension construction. Our total Sales Tax forecast, which represents over 73% of our General Fund Revenue, will remain at $14M. As you know, there are also portions of the total sales tax designated to other funds, Road Maintenance & Economic Development. We considered reducing the forecast which would be a very conservative approach; however, with the most recent allocations received, our "*flat*" trend has continued.

Mixed Beverage revenue has been bumped over 30% based on performance. Franchise Fees are up due primarily to the Austin Energy allocations no longer being encumbered by the Bee Cave Parkway line burial project. With Building and Development Fees, we don't include revenue dollars in the forecast for what developments may occur over the next 12 months. Municipal Court activity is up so we've bumped that forecast ~22%. The "*All Other*" revenue category represents the sale of TXDot ROW from November 2022.

We have benefited tremendously from interest income revenue as we continue to ride the investment pool rates now over 5.4%. We recognize that it's very likely we'll reach a point where we'll have to issue debt for our many ambitious capital improvement projects; however, while we remain in design phase and prior to "*shovels in the dirt*", we'll take what we can get and plan accordingly.

General Fund Expense by Department:

Department	FY 2022-23 Budget	FY 2022-23 FYTD	Perform%	FY 20223-24 Budget
ADMINISTRATION	$1,036,687	$1,114,011	103.3%	$1,103,034
CITY COUNCIL	$49,200	$32,076	64.6%	$54,600
LEGAL	$151,000	$155,733	103.1%	$350,000
COMMUNICATIONS	$279,272	$175,509	59.6%	$165,534
NON DEPARTMENTAL	$347,500	$149,927	42.9%	$268,600
INFORMATION TECHNOLOGY	$360,000	$352,675	99.7%	$421,000
LIBRARY	$1,016,928	$881,405	83.3%	$1,150,272
PARKS	$631,580	$353,721	54.7%	$514,862
FACILITIES	$0	$257,891	0.0%	$359,178
MUNICIPAL COURT	$323,820	$259,032	76.7%	$385,333
POLICE	$3,020,325	$2,427,806	74.0%	$3,198,786
PLANNING & DEVELOPMENT	$1,158,434	$882,653	73.0%	$1,123,789
CHAPTER 380	$159,540	$145,742	0.0%	$1,250,000
CAPITAL IMPROVEMENT (Fund 03)	$0	$6,067	0.0%	$0
TRANSFERS TO (Debt Service)	$968,559	$0	0.0%	$556,722
GENERAL FUND Total Expense:	**$9,502,845**	**$7,194,248**	**75.7%**	**$10,901,710**

Overall, our General Fund Expenses by Department are up ~8.5%. Please remember that number does not include Chapter 380 net zero expense for Willie Way ROW acquisition and extension construction, or the annual transfer required to satisfy debt service. The Chapter 380 Expense will be reimbursed by the Economic Development Board and is included in their budget. This budget represents the first fiscal year – after 15 years - Chapter 380 sales tax revenue reimbursement payments related to the Shops and Hill Country Galleria developments will not be required.

Department line-item expenses are included in the detail; inquiries related to those revisions can be addressed by the Directors accordingly. There are personnel changes including additional full-time positions in the Library, Parks, and a deputy court clerk. The FY Org Chart draft is included and reflects current staffing at 63.5 full-time equivalents. It should be noted that with new, larger facilities being planned for the very near future for the Library and Police Department, future fiscal year department expenses will certainly increase as additional positions will be required.

We make every effort to ensure this annual process is clean and simple. This fiscal year budget will most definitely require an amendment at mid-year as capital project timelines become more definite. The width and breadth of these projects is without comparison given the size of our municipality. It's highly unlikely there's another comparable organization in the state or the country for that matter contemplating funding for these multiple, significant projects.

That wraps up the General Fund Revenue & Expense proposed preliminary budget. We can drill down to provide additional line-item detail as required. We'll move on to the other funds included in the budget appropriation request for FY 2023-24.

Fund: 02 - DEBT SERVICE

Revenue	Line Item Description	FY 2022-23 Budget	FY 2022-23 FYTD	Perform%	FY 20223-24 Budget
02-4000-11100	PROPERTY TAX REVENUE - I & S	$598,040	$579,006	96.82%	$644,361
02-4000-11200	PROP TAX-PENALTY & INTEREST	$2,000	$2,048	102.40%	$2,000
02-4990-61000	TRANSFER FROM GEN FUND	$965,559	$965,900	100.04%	$556,722
		$1,565,599	**$1,546,954**	**98.81%**	**$1,203,083**

The Debt Service Revenue calculation is the Total Appraised Value x the proposed tax rate of $0.02/100 valuation. We're recommending our property tax rate remain at $0.02 for the budget appropriation; however, as has been discussed in detail, the issuance of new debt is certainly on the horizon which – if approved - will increase our tax rate. There is also a required transfer from the General Fund to support our Debt Service Revenue estimated for this fiscal year at just over $550K.

The Total Appraised Value for 2023 is just over $3.22B and represents a year-over-year increase of almost 8%. The Appraisal District estimates a 98% collection rate with a median home value of over $682K.

Expense	Line Item Description	FY 2022-23 Budget	FY 2022-23 FYTD	Perform%	FY 20223-24 Budget
02-5010-51500	PROFESSIONAL FEES	$3,000	$4,930	0.00%	$5,000
02-5700-80100	PRINICIPAL - 2015 REFUND GO BOND	$355,000	$355,000	100.00%	$0
02-5700-80200	INTEREST - 2015 REFUND GO BOND	$3,451	$3,450	99.97%	$0
02-5700-81300	PRINCIPAL - 2017 TAX NOTE	$880,000	$880,000	100.00%	$890,000
02-5700-81400	INTEREST - 2017 TAX NOTE	$36,007	$18,004	50.00%	$18,565
02-5700-81500	PRINCIPAL - 2020 TAX NOTE	$280,000	$280,000	100.00%	$280,000
02-5700-81600	INTEREST - 2020 TAX NOTE	$11,142	$5,571	50.00%	$9,518
		$1,568,600	**$1,546,954**	**98.62%**	**$1,203,083**

The Debt Service Expense for FY 2023-24 has been reduced since we make our final payment for the 2015 Refunded GO Bond in September. The principal and interest payments for the 2017 Tax Note $6M (*Brown Property Acquisition*) @ 1.89% is included and will be completed in September 2024. Principal and interest payments for the 2020 Tax Note $1.98M (*Revival Property Acquisition*) @ 1.01% are included as well. Please note the end date for that issuance is September 2027.

Fund: 03 - CAPITAL & SPECIAL PROJECT

Revenue	Line Item Description	FY 2022-23 Budget	FY 2022-23 FYTD	Perform%	FY 20223-24 Budget
03-4990-61000	TRANSFER FROM GENERAL FUND	$2,811,256	$0	0.00%	$3,279,501
03-4990-70000	USE OF RESERVES	$28,880	$0	0.00%	$0
	Revenue Total:	**$2,840,136**	**$0**	**0.00%**	**$3,279,501**

The Capital Projects Fund's only revenue is received from General Fund transfers and any available Use of Reserves. As you recall, the Capital Improvements Plan was approved and adopted by the City Council in October 2021. The plan included projects in 3 major categories – Public Roads, Trails/Connectivity, Buildings and Facilities with an estimated expenditure total of over $103M.

Expense	Line Item Description	FY 2022-23 Budget	FY 2022-23 FYTD	Perform%	FY 20223-24 Budget
03-5010-26000	EMERGENCY MGMNT OPERATIONS	$0	$660	0.00%	$0
03-5010-51500	OTHER PROFESSIONAL FEES	$3,170,000	$725,305	22.88%	
	LIBRARY DESIGN (*LKFLATO*)				$750,000
	LIBRARY CMAR (*HOAR*)				$250,000
	LIBRARY CONSTRUCTION				$0
	PUBLIC SAFETY DESIGN (*PGAL*)				$500,000
	PUBLIC SAFETY CMAR (*ROGERS OB*)				$250,000
	PUBLIC SAFETY CONSTRUCTION				$1,500,000
03-5900-90800	PARKS IMPROVEMENT (EDB Budget)	$0	$16,940	0.00%	$0
03-5900-91200	PROPERTY AQUISITION	$0	$2,055,877	0.00%	$0
03-5900-95000	FACILITIES IMPROVEMENT	$0	$15,201	0.00%	$15,000
03-5900-95200	CITY HALL RENOV PH2	$0	$125,678	0.00%	$0
03-5900-97500	SPECIAL PROJECTS (STORM DAMAGE TBR)	$40,000	$722,359	1805.90%	$50,000
	Expense Total:	**$3,210,000**	**$3,662,020**	**114.08%**	**$3,315,000**

The current FY budget included an appropriation of over $3.2M – primarily comprised of Professional Fees for project management and design. Other current fiscal year expenditures in the Cap Projects fund included the acquisition of the TOSK property for the public safety building and the unforeseen expenses incurred for cleaning up Winter Storm Mara debris. We expect to be reimbursed for those expenses; however, when we receive these funds is difficult to determine and are not included. We may also incur an additional property acquisition expense near the end of the current fiscal year and will amend and adjust the proposed budget accordingly.

We were optimistic about completing the many necessary professional services and interlocal agreements with our current budget appropriation. There have been delays as can always be expected; however, we are expecting to finalize them in the coming weeks. The proposed expenditures related to those agreements and projects will begin in earnest in FY 2023-24. Further, we must plan for and anticipate the following fiscal year will be even more significant.

Fund: 04 - HOTEL OCCUPANCY TAX FUND

Revenue	Line Item Description	FY 2022-23 Budget	FY 2022-23 FYTD	Perform%	FY 20223-24 Budget
04-4000-14100	HOTEL OCCUPANCY TAX REVENUE	$600,000	$463,041	77.17%	$600,000
04-4000-14500	HCG (ICE RINK)	$300,000	$340,920	113.64%	$300,000
04-4990-70000	USE OF RESERVES	$0	$0	0.00%	$0
	Revenue Total:	**$900,000**	**$803,961**	**89.33%**	**$900,000**

Hotel Occupancy Tax Revenue pursuant to City Ordinance No.07-08-14-D adopted in August 2007 includes the Sonesta Hotel and the Mountain Star Lodge and represents 7% of the total taxable receipts. Our budget estimate for FY 2023-24 remains at $600K. HOT fund revenue now also includes the Annual Ice Rink Events which was approved by Council via Resolution. While we anticipate an increase from the inaugural year's presentation, we're forecasting revenue will remain at $300K.

Expense	Line Item Description	FY 2022-23 Budget	FY 2022-23 FYTD	Perform%	FY 20223-24 Budget
04-5010-11100	SALARY	$32,898	$42,360	128.76%	$51,532
04-5010-12200	MEDICARE @ 1.45%	$477	$605	126.83%	$728
04-5010-12400	RETIREMENT (TMRS)	$3,227	$4,079	126.40%	$5,018
04-5010-12500	VISION COVERAGE	$0	$68	0.00%	$78
04-5010-12600	HEALTH INSURANCE	$0	$4,307	0.00%	$5,330
04-5010-12700	DENTAL COVERAGE	$0	$291	0.00%	$364
04-5010-12900	LIFE INSURANCE	$0	$7	0.00%	$13
04-5010-21900	HCG ICE RINK	$300,000	$354,365	118.12%	$355,000
04-5010-62400	OTHER APPLICATION APPROVALS	$0	$240,000	0.00%	$240,000
04-5010-62500	ARTS PROMOTION	$50,000	$160,000	320.00%	$90,000
	Expense Total:	**$386,602**	**$806,082**	**208.50%**	**$748,063**

A portion of the expenses for the HOT Fund include percentages of salary and benefits for City staff positions. In addition to expenses for the Ice Rink, we've also included estimates for the approval of other HOT Fund applications considered separately by the City Council once submitted. The current fiscal year expenses Other Application Approvals were for the Special Olympics, the Texas Association of Business Brokers and the LTYA Lacrosse Tournament. The Arts Promotion line-item Expense includes the Bee Cave Arts Foundation and the Magnolia Music Theater, also approved via Council resolution.

Please note the 15% Arts contribution threshold discussed previously does NOT apply to the City of Bee Cave. It is only required for cities with a population over 190,000. That said, the City's internal policy may be 15% of the current FY Revenue only and should be limited to $90K. Also, please remember that discussing fund balance should never be considered during budget appropriations as it has no bearing on revenue and expense forecast specifically for the 12-month fiscal year. Increasing Fund Balance reserves takes time and is considered prudent fiscal policy. It also ensures funding for future major projects that may be considered.

Fund: 06 - ROAD MAINTENANCE

Revenue	Line Item Description	FY 2022-23 Budget	FY 2022-23 FYTD	Perform%	FY 20223-24 Budget
06-4000-12100	ROAD MAINTENANCE, SALES TAX	$875,000	$734,896	83.99%	$875,000
06-4000-29000	MISC REVENUE	$0	$6,289	0.00%	$0
	Revenue Total:	**$875,000**	**$741,185**	**84.71%**	**$875,000**

Our Revenue estimate for Road Maintenance is again based on a $14M total forecast. There was one additional transaction for Miscellaneous Revenue due to reimbursement from the WTCPUA for a ROW expense. In FY 2023-24, any reimbursement we receive from TxDot for signalized intersections maintenance will be posted to this line item.

Expense	Line Item Description	FY 2022-23 Budget	FY 2022-23 FYTD	Perform%	FY 20223-24 Budget
06-5010-11100	SALARY	$57,009	$33,930	59.52%	$51,688
06-5010-12000	FICA (BOA SOCIAL SECURITY)	$0	$93	0.00%	$390
06-5010-12200	MEDICARE @ 1.45%	$827	$482	58.28%	$728
06-5010-12400	RETIREMENT (TMRS)	$5,593	$3,149	56.30%	$4,472
06-5010-12500	VISION COVERAGE	$0	$86	0.00%	$130
06-5010-12600	HEALTH INSURANCE	$0	$5,824	0.00%	$8,242
06-5010-12700	DENTAL COVERAGE	$0	$370	0.00%	$520
06-5010-12900	LIFE INSURANCE	$0	$14	0.00%	$26
06-5010-21500	REPAIR & MAINT - STREET	$644,000	$39,579	6.15%	$615,304
06-5010-21600	SIGNS	$5,000	$1,909	38.18%	$5,000
06-5010-21700	GUARDRAILS	$3,500	$0	0.00%	$3,500
06-5010-21800	PAVEMENT MARKINGS	$7,500	$0	0.00%	$7,500
06-5010-22000	REPAIR & MAINT - SIDEWALK	$2,500	$0	0.00%	$2,500
06-5010-54600	SERVICE CONTRACTS	$25,000	$31,909	127.64%	$75,000
06-5010-71000	CAPITAL OUTLAY	$100,000	$0	0.00%	$100,000
	Expense Total:	**$850,929**	**$117,345**	**13.79%**	**$875,000**

FY 2023-24 Expenses for the Road Maintenance Fund are expected to remain static for the most part. One change is included for service contracts related to the maintenance of the signalized intersections. We will submit these expenses for reimbursement; however, we include estimated costs in the line-item expense. The salary and benefits expenses include portions of the City Engineer and staff.

That wraps up the primary fund revenue and expense line-item detail. Economic Development is addressed separately.

The other funds included in the preliminary budget for review are self- explanatory; please refer to the corresponding detail for each as follows:

Fund: 05 - COURT SECURITY AND TECHNOLOGY FUND
A portion of each citation payment is posted to the Security Fund and may be used for security personnel, services, and items related to buildings that house court operations. The Court Technology Fund provides funding for expenses like the hand-held citation writers.

Fund: 08 - POLICE CONFISCATION FUND
This Fund allows for police seizure and forfeiture of property used in, and the proceeds gained from, the commission of certain crimes. In some cases, property or cash confiscated is returned to the defendant upon completion of their trial process. If not returned, monies may be used for discretionary expenditures approved by the Chief.

Fund: 09 - PUBLIC IMPROVEMENT DISTRICTS
The PID fund was created for the Backyard and Spanish Oaks PIDs. Project costs are paid for using current property tax assessments of property owners within the district, developer contributions, and a debt issuance with the assessment pledged to service that debt. We exist as a pass-through for activity within the district and employ a 3rd party service provider to oversee the transactions.

All three (3) of these specific, restricted funds are required to be maintained within our General Ledger; however, each exists independently with very little activity posted throughout the fiscal year. We're happy to answer any questions regarding these funds and their requirements. There is additional information provided in the financial statements audit on the City website.

Once discussion with Council is concluded, we'll update all line items accordingly. Our plan is to recommend approval of the FY 2023-24 budget via Ordinance at the August 22nd Council meeting.

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

Budget Report

Fund: 01 - GENERAL FUND REVENUE

For Fiscal: 2022-2023 Period Ending: 03/31/2023

		Budget 9/30/2023	FYTD 9/30/2023	Percent Used	Proposed Budget 9/30/2024
01-4000-12100	SALES TAX/1%	$7,000,000	$5,879,168	83.99%	$7,000,000
01-4000-12200	SALES TAX/PROPERTY	$3,500,000	$2,939,584	83.99%	$3,500,000
01-4000-13100	MIXED BEVERAGE TAX	$110,000	$151,458	137.69%	$165,000
01-4000-23000	FRANCHISE FEES	$10,000	$3,254	32.54%	$5,000
01-4000-23100	FRANCHISE FEES - SW BELL TELEP	$10,000	$6,974	69.74%	$8,000
01-4000-23300	FRANCHISE FEES - GRANITE TELEC	$2,000	$939	46.95%	$1,500
01-4000-23700	FRANCHISE FEE-TEXAS GAS SVC	$5,000	$4,206	84.11%	$9,500
01-4000-23800	FRAN. FEES-CHARTER SPECTRUM	$72,000	$40,801	56.67%	$65,000
01-4000-23900	FRANCHISE FEES-CITY OF AUSTIN	$250,000	$356,741	142.70%	$475,000
01-4000-25000	CONTRACTOR REGISTRATION	$2,000	$2,250	112.50%	$3,000
01-4000-25100	PLATTING	$40,000	$422,275	0.00%	$75,000
01-4000-25200	ZONING,REZONING,CUP,VARIANCES	$15,000	$19,263	128.42%	$20,000
01-4000-25300	BLDG PLAN REVIEW & PERMITTING	$175,000	$95,626	54.64%	$150,000
01-4000-25400	SITE PLAN REVIEW & PERMITTING	$50,000	$30,648	61.30%	$50,000
01-4000-25500	REINSPECTION FEES	$20,000	$15,650	78.25%	$20,000
01-4000-25600	SIGNAGE	$3,000	$2,855	95.17%	$4,000
01-4000-25700	TECHNOLOGY FEES	$5,000	$2,882	57.64%	$4,000
01-4000-25900	ROAD CONSTRUCTION INSPECTION FEES	$0	$105,803	0.00%	$50,000
01-4000-27000	LIBRARY REVENUE	$1,000	$1,334	133.40%	$1,500
01-4000-28100	POLICE PATROL & SECURITY	$0	$878	0.00%	$1,000
01-4000-28300	EDUCATION & TRAINING-POLICE	$2,000	$1,323	66.17%	$2,000
01-4000-29000	MISCELLANEOUS REVENUE	$500	$20,398	4079.60%	$10,000
01-4000-31000	ADMINISTRATIVE FEE - COURT	$2,500	$3,285	131.40%	$4,000
01-4000-31010	ARREST FEE	$12,000	$10,983	91.53%	$12,000
01-4000-31030	CHILD SAFETY FEES	$5,000	$5,202	104.04%	$6,000
01-4000-31060	DSC ADMIN FEE	$5,000	$6,645	132.90%	$7,500
01-4000-31070	COURT FINES	$150,000	$172,532	115.02%	$195,000
01-4000-31080	LOCAL OMNI BASE FEE	$500	$418	83.60%	$500
01-4000-31110	TRAFFIC FEE	$4,000	$4,403	110.08%	$5,000
01-4000-31130	WARRANT FEE	$7,500	$5,687	75.83%	$7,500
01-4000-31180	TIME PAYMENT PLAN	$600	$193	32.17%	$300
01-4000-31220	JUDICIAL FEE - MUNI COURT JFCI	$100	$44	44.00%	$100
01-4000-31250	GENERAL REVENUE - COURT	$15,000	$10,261	68.41%	$12,000
01-4000-31370	JURY FEE	$200	$292	146.00%	$500
01-4000-31380	TIME PAYMENT-LOCAL EFFICIENCY	$100	$27	27.00%	$100
01-4000-31390	LOCAL TRUANCY PREVENTION	$7,500	$10,586	141.15%	$12,000
01-4000-31450	COLLECTION AGENT REV	$15,000	$9,997	66.65%	$12,000
01-4000-40000	INTEREST INCOME, ROI	$400,000	$1,347,487	336.87%	$1,250,000
01-4000-91100	SALE OF ACQUISITION	$0	$147,700	0.00%	$0
01-4000-92000	REFUND OF PRIOR YEAR EXPENDITU	$0	$600	0.00%	$0
01-4000-93000	PROCEEDS FROM INSURANCE	$0	$10,000	0.00%	$0
01-4990-67000	TRF FROM 4B ECONOMIC DEVELOPMENT	$0	$0	0.00%	$1,250,000
	Fund: 01 - GENERAL FUND Total:	**$11,897,500**	**$11,850,651**	**99.61%**	**$14,394,000**

Budget Report

Fund: 01 - GENERAL FUND

Beginning Fund Balance **$19,221,098**

		Budget 9/30/2023	FYTD 9/30/2023	Percent Used	Proposed Budget 9/30/2024
Fund: 01 - GENERAL FUND EXPENSE					
	5010 - ADMINISTRATION	$1,036,687	$1,114,011	107.46%	$1,103,034
	5020 - CITY COUNCIL	$49,200	$32,076	65.20%	$54,600
	5030 - LEGAL	$151,000	$155,733	103.13%	$350,000
	5040 - COMMUNICATIONS	$279,272	$175,509	62.85%	$165,534
	5120 - NON DEPARTMENTAL	$347,500	$149,927	43.14%	$268,600
	5140 - INFORMATION TECHNOLOGY	$360,000	$352,675	97.97%	$421,000
	5200 - LIBRARY	$1,016,928	$881,405	86.67%	$1,150,272
	5350 - PARKS	$631,580	$353,721	56.01%	$514,862
	5650 - FACILITIES	$0	$257,891	0.00%	$359,178
	5500 - MUNICIPAL COURT	$323,820	$259,032	79.99%	$385,333
	5520 - POLICE	$3,020,325	$2,427,806	80.38%	$3,198,786
	5620 - PLANNING & DEVELOPMENT	$1,158,434	$882,653	76.19%	$1,123,789
	5800 - CHAPTER 380	$159,540	$145,742	0.00%	$1,250,000
	5900- CIP NOC	$0	$6,067	0.00%	$0
	5990 - TRANSFERS TO	$968,559	$0	0.00%	$556,722
	Fund: 01 - GENERAL FUND EXPENSE Total:	**$9,502,845**	**$7,194,248**	**75.71%**	**$10,901,710**

		Budget 9/30/2023	FYTD 9/30/2023	Percent Used	Proposed Budget 9/30/2024
Dept: 5010 - ADMINISTRATION					
01-5010-11100	SALARY	$726,557	$750,478	103.29%	$793,234
01-5010-11500	OVERTIME	$0	$71	0.00%	$0
01-5010-12200	MEDICARE @ 1.45%	$11,667	$11,082	94.99%	$13,182
01-5010-12400	RETIREMENT (TMRS)	$71,275	$74,470	104.48%	$89,544
01-5010-12500	VISION COVERAGE	$1,319	$1,153	87.41%	$1,430
01-5010-12600	HEALTH INSURANCE	$69,654	$72,018	103.39%	$82,212
01-5010-12700	DENTAL COVERAGE	$6,049	$5,047	83.44%	$5,876
01-5010-12900	LIFE INSURANCE	$155	$143	92.26%	$182
01-5010-13200	LONGEVITY PAY	$5,011	$5,774	115.23%	$5,774
01-5010-13300	OTHER ALLOWANCE	$6,600	$14,437	218.74%	$6,600
01-5010-21000	POSTAGE	$400	$256	64.00%	$400
01-5010-21100	SUPPLIES	$2,000	$2,900	145.00%	$3,500
01-5010-21200	PRINTING	$0	$61	0.00%	$100
01-5010-21400	SPECIAL DEPT SUPPLIES	$3,500	$3,103	88.66%	$4,000
01-5010-21900	MISCELLANEOUS	$0	$15	0.00%	$0
01-5010-22800	ADVERTISING & RECRUITMENT	$2,000	$3,250	162.50%	$3,000
01-5010-22900	LEGAL NOTICES	$11,500	$10,284	89.43%	$12,000
01-5010-23400	MILEAGE REIMBURSEMENT	$500	$248	49.60%	$0
01-5010-23600	CLOTHING/UNIFORMS	$0	$500	0.00%	$500
01-5010-24100	TRAVEL & MEETINGS	$5,000	$6,063	121.26%	$7,000
01-5010-24200	SEMINARS & TRAINING	$8,000	$7,529	94.11%	$10,000
01-5010-24300	MEMBERSHIP FEES	$5,000	$5,054	101.08%	$7,500
01-5010-25200	SPECIAL EVENTS	$0	$3,876	0.00%	$3,500
01-5010-26500	CREDIT CARD MERCHANT FEES	$2,000	$2,986	149.30%	$3,500
01-5010-51500	OTHER PROFESSIONAL FEES	$96,000	$133,213	138.76%	$50,000
01-5010-54600	SERVICE CONTRACTS	$2,500	$0	0.00%	$0
	Dept: 5010 - ADMINISTRATION Total:	**$1,036,687**	**$1,114,011**	**107.46%**	**$1,103,034**
Dept: 5020 - CITY COUNCIL					
01-5020-11100	SALARY	$5,000	$5,450	109.00%	$6,000
01-5020-12000	FICA @ 7.65%	$500	$338	67.60%	$500
01-5020-12200	MEDICARE @ 1.45%	$100	$79	79.00%	$100
01-5020-21100	SUPPLIES	$500	$45	9.00%	$100
01-5020-21200	PRINTING	$0	$15	0.00%	$100

01-5020-21400	SPECIAL DEPT SUPPLIES	$0	$91	0.00%	$200
01-5020-23100	ELECTIONS	$10,000	$0	0.00%	$10,000
01-5020-23400	MILEAGE REIMBURSEMENT	$100	$0	0.00%	$100
01-5020-24100	TRAVEL & MEETINGS	$500	$1,158	231.60%	$2,000
01-5020-24200	SEMINARS & TRAINING	$1,000	$0	0.00%	$500
01-5020-25200	SPECIAL EVENTS	$6,500	$7,400	113.85%	$10,000
01-5020-51300	AUDIT FEES	$25,000	$17,500	70.00%	$25,000
	Dept: 5020 - CITY COUNCIL Total:	**$49,200**	**$32,076**	**65.20%**	**$54,600**
Dept: 5030 - LEGAL					
01-5030-51100	LEGAL FEES	$150,000	$155,733	103.82%	$350,000
01-5030-51500	OTHER PROFESSIONAL FEES	$1,000	$0	0.00%	$0
	Dept: 5030 - LEGAL Total:	**$151,000**	**$155,733**	**103.13%**	**$350,000**
Dept: 5040 - COMMUNICATIONS					
01-5040-11100	SALARY	$178,027	$120,926	67.93%	$98,904
01-5040-12200	MEDICARE @ 1.45%	$2,884	$1,753	60.78%	$1,736
01-5040-12400	RETIREMENT (TMRS)	$17,464	$12,052	69.01%	$9,702
01-5040-12500	VISION COVERAGE	$434	$233	53.69%	$217
01-5040-12600	HEALTH INSURANCE	$30,622	$17,316	56.55%	$18,700
01-5040-12700	DENTAL COVERAGE	$1,997	$1,111	55.63%	$1,153
01-5040-12900	LIFE INSURANCE	$44	$24	54.55%	$22
01-5040-13300	OTHER ALLOWANCE	$0	$3,206	0.00%	$3,000
01-5040-21000	POSTAGE	$100	$0	0.00%	$0
01-5040-21100	SUPPLIES	$1,000	$398	39.80%	$500
01-5040-21200	PRINTING	$2,500	$250	10.01%	$500
01-5040-22800	ADVERTISING & RECRUITMENT	$3,000	$345	11.50%	$500
01-5040-23400	MILEAGE REIMBURSEMENT	$0	$118	0.00%	$300
01-5040-23600	CLOTHING/UNIFORMS	$0	$102	0.00%	$300
01-5040-24100	TRAVEL & MEETINGS	$2,000	$1,581	79.05%	$5,000
01-5040-24200	SEMINARS & TRAINING	$500	$2,500	500.00%	$2,500
01-5040-24300	MEMBERSHIP FEES	$0	$1,293	0.00%	$2,500
01-5040-25200	SPECIAL EVENTS	$8,000	$3,606	45.08%	$5,000
01-5040-51500	OTHER PROFESSIONAL FEES	$30,700	$8,315	27.08%	$15,000
01-5040-71700	FURNITURE & FIXTURES	$0	$380	0.00%	$0
	Dept: 5040 - COMMUNICATIONS Total:	**$279,272**	**$175,509**	**62.85%**	**$165,534**
Dept: 5120 - NON DEPARTMENTAL					
01-5120-21200	PRINTING	$5,000	$0	0.00%	$0
01-5120-24300	MEMBERSHIP FEES	$0	$818	0.00%	$1,000
01-5120-25200	SPECIAL EVENTS	$0	$30	0.00%	$100
01-5120-26000	EMERGENCY MGMNT PLAN	$0	$12,976	0.00%	$15,000
01-5120-27000	CONTINGENCY	$100,000	$0	0.00%	$100,000
01-5120-51500	OTHER PROFESSIONAL FEES	$100,000	$6,400	6.40%	$10,000
01-5120-55000	RISK INSURANCE	$125,000	$116,092	92.87%	$125,000
01-5120-73000	LEASE PURCHASE	$17,500	$13,611	77.78%	$17,500
	Dept: 5120 - NON DEPARTMENTAL Total:	**$347,500**	**$149,927**	**43.14%**	**$268,600**
Dept: 5140 - INFORMATION TECHNOLOGY					
01-5140-21100	SUPPLIES	$0	$664	0.00%	$1,000
01-5140-21400	SPECIAL DEPT SUPPLIES	$30,000	$31,784	105.95%	$40,000
01-5140-22300	TELECOMMUNICATION SVC PLANS	$42,000	$41,187	98.06%	$45,000
01-5140-22400	CABLE	$30,000	$20,455	68.18%	$25,000
01-5140-24200	SEMINARS & TRAINING	$2,000	$0	0.00%	$0
01-5140-24300	MEMBERSHIP FEES	$1,000	$0	0.00%	$0
01-5140-51500	OTHER PROFESSIONAL FEES	$200,000	$239,864	119.93%	$275,000
01-5140-54600	SERVICE CONTRACTS	$25,000	$9,891	39.56%	$15,000
01-5140-71000	CAPITAL OUTLAY	$0	$8,830	0.00%	$10,000
01-5140-72500	SOFTWARE	$30,000	$0	0.00%	$10,000
	Dept: 5140 - INFORMATION TECHNOLOGY Total:	**$360,000**	**$352,675**	**97.97%**	**$421,000**
Dept: 5200 - LIBRARY					
01-5200-11100	SALARY	$653,789	$560,481	85.73%	$736,202
01-5200-12000	FICA @ 7.65%	$4,638	$3,510	75.68%	$5,590
01-5200-12200	MEDICARE @ 1.45%	$9,480	$8,153	86.00%	$10,475
01-5200-12400	RETIREMENT (TMRS)	$56,799	$49,986	88.01%	$63,473
01-5200-12500	VISION COVERAGE	$1,542	$1,291	83.72%	$1,941
01-5200-12600	HEALTH INSURANCE	$97,050	$89,968	92.70%	$123,465
01-5200-12700	DENTAL COVERAGE	$6,537	$5,834	89.25%	$8,002
01-5200-12900	LIFE INSURANCE	$199	$174	87.44%	$230

01-5200-13200	LONGEVITY PAY	$8,894	$8,894	100.00%	$8,894
01-5200-13500	OTHER BENEFITS	$0	$1,016	0.00%	$1,000
01-5200-20500	BOOKS - LIBRARY	$40,000	$35,741	89.35%	$40,000
01-5200-20600	DVDS - LIBRARY	$4,000	$3,399	84.98%	$4,000
01-5200-20700	AUDIO BOOKS - LIBRARY	$8,500	$6,713	78.98%	$8,500
01-5200-20800	DIGITAL - LIBRARY	$66,000	$63,587	96.34%	$70,000
01-5200-21000	POSTAGE	$500	$237	47.40%	$500
01-5200-21100	SUPPLIES	$12,000	$6,102	50.85%	$12,000
01-5200-21200	PRINTING	$2,500	$4,085	163.40%	$5,000
01-5200-23400	MILEAGE REIMBURSEMENT	$0	$512	0.00%	$1,000
01-5200-24100	TRAVEL & MEETINGS	$5,000	$3,350	67.00%	$5,000
01-5200-24200	SEMINARS & TRAINING	$5,000	$1,638	32.76%	$5,000
01-5200-24300	MEMBERSHIP FEES	$4,000	$3,520	88.00%	$5,000
01-5200-25200	SPECIAL EVENTS	$15,000	$13,458	89.72%	$20,000
01-5200-51500	OTHER PROFESSIONAL FEES	$12,500	$7,861	62.89%	$12,000
01-5200-54600	SERVICE CONTRACTS	$3,000	$1,895	63.16%	$3,000
	Dept: 5200 - LIBRARY Total:	**$1,016,928**	**$881,405**	**86.67%**	**$1,150,272**
Dept: 5350 - PARKS					
01-5350-11100	SALARY	$152,011	$127,225	83.69%	$235,226
01-5350-11500	OVERTIME	$0	$590	0.00%	$0
01-5350-12000	FICA @ 7.65%	$0	$322	0.00%	$910
01-5350-12200	MEDICARE @ 1.45%	$2,204	$1,940	88.02%	$3,400
01-5350-12400	RETIREMENT (TMRS)	$14,912	$12,650	84.83%	$21,666
01-5350-12500	VISION COVERAGE	$1,012	$304	30.04%	$325
01-5350-12600	HEALTH INSURANCE	$74,678	$19,236	25.76%	$21,181
01-5350-12700	DENTAL COVERAGE	$4,564	$1,223	26.80%	$1,294
01-5350-12900	LIFE INSURANCE	$155	$44	28.39%	$59
01-5350-13200	LONGEVITY PAY	$1,004	$406	40.44%	$406
01-5350-13300	OTHER ALLOWANCE	$0	$7,205	0.00%	$7,205
01-5350-21000	POSTAGE	$100	$26	26.48%	$50
01-5350-21100	SUPPLIES	$5,000	$1,746	34.92%	$2,500
01-5350-21200	PRINTING	$0	$512	0.00%	$1,000
01-5350-21300	TOOLS	$3,000	$2,399	79.97%	$2,000
01-5350-21400	SPECIAL DEPT SUPPLIES	$27,000	$28,012	103.75%	$30,000
01-5350-21500	REPAIRS	$15,000	$13,589	90.59%	$15,000
01-5350-21600	PARKS IMPROV & MAINTENANCE	$30,000	$58,953	196.51%	$60,000
01-5350-22100	ELECTRIC UTILITIES	$65,000	$3,582	5.51%	$5,000
01-5350-22200	WATER UTILITIES	$25,000	$6,709	26.84%	$10,000
01-5350-22500	WASTE MANAGEMENT	$10,000	$0	0.00%	$0
01-5350-23500	FUEL, TIRES & MAINTENANCE	$20,000	$12,352	61.76%	$15,000
01-5350-23600	CLOTHING/UNIFORMS	$6,000	$4,080	68.00%	$5,000
01-5350-24100	TRAVEL & MEETINGS	$1,000	$83	8.25%	$200
01-5350-24200	SEMINARS & TRAINING	$5,000	$337	6.74%	$500
01-5350-24300	MEMBERSHIP FEES	$500	$385	77.00%	$500
01-5350-25100	FILING & RECORDING	$0	$750	0.00%	$0
01-5350-25200	SPECIAL EVENTS	$5,000	$2,923	58.46%	$5,000
01-5350-26500	CREDIT CARD MERCHANT FEES	$500	$363	72.60%	$500
01-5350-51500	OTHER PROFESSIONAL FEES	$0	$2,823	0.00%	$2,500
01-5350-54600	SERVICE CONTRACTS	$130,000	$21,865	16.82%	$30,000
01-5350-71000	CAPITAL OUTLAY	$15,000	$15,700	104.67%	$0
01-5350-72500	SOFTWARE	$0	$5,387	0.00%	$7,500
01-5350-73000	LEASE/PURCHASE PAYMENT	$17,940	$0	0.00%	$30,940
	Dept: 5350 - PARKS Total:	**$631,580**	**$353,721**	**56.01%**	**$514,862**
Dept: 5650 - FACILITIES					
01-5650-11100	SALARY	$0	$5,108	0.00%	$33,202
01-5650-11500	OVERTIME	$0	$0	0.00%	$0
01-5650-12000	FICA @ 7.65%	$0	$0	0.00%	$0
01-5650-12200	MEDICARE @ 1.45%	$0	$69	0.00%	$442
01-5650-12400	RETIREMENT (TMRS)	$0	$501	0.00%	$3,250
01-5650-12500	VISION COVERAGE	$0	$7	0.00%	$156
01-5650-12600	HEALTH INSURANCE	$0	$228	0.00%	$11,622
01-5650-12700	DENTAL COVERAGE	$0	$116	0.00%	$754
01-5650-12900	LIFE INSURANCE	$0	$3	0.00%	$52
01-5650-13200	LONGEVITY PAY	$0	$0	0.00%	$0
01-5650-13300	OTHER ALLOWANCE	$0	$0	0.00%	$0
01-5650-21100	SUPPLIES	$0	$9,888	0.00%	$12,000

01-5650-21400	SPECIAL DEPARTMENTAL SUPPLIES	$0	$17,882	0.00%	$25,000
01-5650-21500	REPAIRS	$0	$27,933	0.00%	$35,000
01-5650-22100	ELECTRIC UTILITIES	$0	$61,263	0.00%	$75,000
01-5650-22200	WATER UTILITIES	$0	$6,023	0.00%	$10,000
01-5650-22500	WASTE MANAGEMENT	$0	$9,063	0.00%	$12,000
01-5650-24200	SEMINARS & TRAINING	$0	$166	0.00%	$500
01-5650-24300	MEMBERSHIP FEES	$0	$50	0.00%	$200
01-5650-25200	SPECIAL EVENTS	$0	$8,444	0.00%	$10,000
01-5650-51500	OTHER PROFESSIONAL FEES	$0	$3,457	0.00%	$5,000
01-5650-54600	SERVICE CONTRACTS	$0	$107,690	0.00%	$125,000
	Dept: 5650 - FACILITIES Total:	**$0**	**$257,891**	**0.00%**	**$359,178**
Dept: 5500 - MUNICIPAL COURT					
01-5500-11100	SALARY	$196,210	$156,615	79.82%	$245,034
01-5500-11500	OVERTIME	$0	$660	0.00%	$0
01-5500-12000	FICA @ 7.65%	$3,782	$2,878	76.10%	$3,782
01-5500-12200	MEDICARE @ 1.45%	$2,845	$2,258	79.37%	$3,553
01-5500-12400	TMRS RETIREMENT	$13,264	$10,970	82.71%	$18,053
01-5500-12500	VISION INSURANCE	$442	$357	80.77%	$609
01-5500-12600	HEALTH INSURANCE	$26,246	$27,035	103.01%	$42,788
01-5500-12700	DENTAL INSURANCE	$1,700	$1,376	80.94%	$2,530
01-5500-12900	LIFE INSURANCE	$55	$45	81.82%	$77
01-5500-13200	LONGEVITY PAY	$776	$776	100.00%	$776
01-5500-13500	OTHER BENEFITS	$0	$1,616	0.00%	$1,431
01-5500-21000	POSTAGE	$500	$237	47.40%	$300
01-5500-21100	SUPPLIES	$2,000	$1,318	65.90%	$1,500
01-5500-21400	SPECIAL DEPT SUPPLIES	$500	$0	0.00%	$0
01-5500-22000	REFUNDS	$0	$368	0.00%	$200
01-5500-23400	MILEAGE REIMBURSEMENT	$0	$298	0.00%	$500
01-5500-23600	CLOTHING/UNIFORMS	$0	$74	0.00%	$100
01-5500-24100	TRAVEL & MEETINGS	$0	$55	0.00%	$100
01-5500-24200	SEMINAR & TRAINING	$0	$450	0.00%	$1,000
01-5500-26500	CREDIT CARD MERCHANT FEES	$5,500	$7,154	130.07%	$7,500
01-5500-51100	LEGAL FEES	$40,000	$30,918	77.30%	$40,000
01-5500-51500	OTHER PROFESSIONAL SVCS	$30,000	$13,207	44.02%	$15,000
01-5500-54600	SERVICE CONTRACTS	$0	$367	0.00%	$500
	Dept: 5500 - MUNICIPAL COURT Total:	**$323,820**	**$259,032**	**79.99%**	**$385,333**
Dept: 5520 - POLICE					
01-5520-11100	SALARY	$1,775,808	$1,503,800	84.68%	$1,853,852
01-5520-11500	OVERTIME	$50,000	$57,176	114.35%	$75,000
01-5520-11800	EMERGENCY MGMNT	$8,537	$0	0.00%	$8,537
01-5520-12200	MEDICARE @ 1.45%	$25,749	$22,849	88.74%	$28,574
01-5520-12400	RETIREMENT (TMRS)	$174,207	$154,638	88.77%	$196,066
01-5520-12500	VISION COVERAGE	$3,045	$2,624	86.17%	$3,276
01-5520-12600	HEALTH INSURANCE	$198,132	$182,526	92.12%	$229,788
01-5520-12700	DENTAL COVERAGE	$12,408	$11,478	92.50%	$14,430
01-5520-12900	LIFE INSURANCE	$475	$373	78.53%	$468
01-5520-13200	LONGEVITY PAY	$11,987	$13,218	110.27%	$13,218
01-5520-13300	OTHER ALLOWANCE	$20,792	$20,304	97.65%	$20,792
01-5520-21000	POSTAGE	$500	$1,253	250.60%	$1,500
01-5520-21100	SUPPLIES	$10,000	$4,643	46.43%	$5,000
01-5520-21200	PRINTING	$2,000	$557	27.87%	$1,000
01-5520-21400	SPECIAL DEPT SUPPLIES	$53,000	$49,511	93.42%	$55,000
01-5520-21500	REPAIRS	$0	$56	0.00%	$0
01-5520-22800	ADVTG & RECRUITMENT	$500	$41	8.20%	$100
01-5520-23500	FUEL, TIRES & MAINTENANCE	$75,000	$46,493	61.99%	$75,000
01-5520-23600	CLOTHING/UNIFORMS	$30,000	$37,461	124.87%	$50,000
01-5520-24100	TRAVEL & MEETINGS	$3,000	$4,710	157.00%	$6,000
01-5520-24200	SEMINARS & TRAINING	$15,000	$14,507	96.71%	$17,500
01-5520-24300	MEMBERSHIP FEES	$2,500	$5,129	205.16%	$7,500
01-5520-24400	TUITION REIMBURSEMENT	$1,185	$0	0.00%	$1,185
01-5520-25200	SPECIAL EVENTS	$500	$523	104.60%	$1,000
01-5520-51500	OTHER PROFESSIONAL FEES	$30,000	$12,984	43.28%	$20,000
01-5520-51600	DISPATCH SERVICES	$350,000	$237,816	67.95%	$350,000
01-5520-51700	VICTIM COORDINATOR	$25,000	$0	0.00%	$25,000
01-5520-54600	SERVICE CONTRACTS	$30,000	$18,934	63.11%	$25,000
01-5520-71000	CAPITAL OUTLAY	$70,000	$0	0.00%	$70,000

01-5520-71700	FURNITURE & FIXTURES	$0	$461	0.00%	$0
01-5520-72400	COMPUTER HARDWARE	$0	$1,890	0.00%	$3,000
01-5520-73000	LEASE/PURCHASE PAYMENT	$41,000	$21,851	53.30%	$41,000
	Dept: 5520 - POLICE Total:	**$3,020,325**	**$2,427,806**	**80.38%**	**$3,198,786**
Dept: 5620 - PLANNING & DEVELOPMENT					
01-5620-11100	SALARY	$712,910	$656,115	92.03%	$645,944
01-5620-11500	OVERTIME	$0	$1,581	0.00%	$0
01-5620-12200	MEDICARE @ 1.45%	$10,337	$9,584	92.72%	$9,308
01-5620-12400	RETIREMENT (TMRS)	$69,936	$64,664	92.46%	$63,674
01-5620-12500	VISION COVERAGE	$1,128	$922	81.74%	$988
01-5620-12600	HEALTH INSURANCE	$82,272	$64,759	78.71%	$67,756
01-5620-12700	DENTAL COVERAGE	$5,016	$3,906	77.87%	$4,082
01-5620-12900	LIFE INSURANCE	$177	$149	84.18%	$182
01-5620-13200	LONGEVITY PAY	$5,718	$6,415	112.19%	$6,415
01-5620-13500	OTHER BENEFITS	$3,000	$2,538	84.60%	$3,000
01-5620-21000	POSTAGE	$500	$641	128.20%	$1,000
01-5620-21100	SUPPLIES	$3,500	$445	12.71%	$1,000
01-5620-21200	PRINTING	$1,500	$254	16.93%	$500
01-5620-21400	SPECIAL DEPARTMENTAL SUPPLIES	$4,000	$40	1.00%	$500
01-5620-23500	FUEL, TIRES & MAINTENANCE	$2,000	$1,451	72.55%	$2,000
01-5620-23600	CLOTHING/UNIFORMS	$2,000	$1,708	85.40%	$2,000
01-5620-24100	TRAVEL & MEETINGS	$2,000	$1,948	97.40%	$2,500
01-5620-24200	SEMINARS & TRAINING	$2,000	$5,735	286.75%	$7,500
01-5620-24300	MEMBERSHIP FEES	$3,000	$1,982	66.07%	$2,500
01-5620-26500	CREDIT CARD MERCHANT FEES	$8,500	$3,530	41.53%	$5,000
01-5620-51400	ENGINEERING FEES	$25,000	$22,827	91.31%	$30,000
01-5620-51500	OTHER PROFESSIONAL FEES	$96,000	$18,939	19.73%	$200,000
01-5620-51800	ROAD CONSTRUCTION INSPECTION (Pass Thru)	$100,000	$12,520	12.52%	$50,000
01-5620-73000	LEASE/PURCHASE PAYMENT	$17,940	$0	0.00%	$17,940
	Dept: 5620 - PLANNING & DEVELOPMENT Total:	**$1,158,434**	**$882,653**	**76.19%**	**$1,123,789**
Dept: 5800 - CHAPTER 380					
01-5800-62100	HCG 380	$159,540	$145,742	0.00%	$0
01-5800-62101	KENT SPORTS TCHMALL (EDB REIMBURSE)	$0	$0	0.00%	$1,250,000
	Dept: 5800 - CHAPTER 380 Total:	**$159,540**	**$145,742**	**0.00%**	**$1,250,000**
Dept: 5900 - CIP NOC					
01-5900-21500	REPAIRS, DAMAGE REIMBURSEMENT	$0	$6,067	0.00%	$0
	Dept: 5900 - CIP NOC Total	**$0**	**$6,067**	**0.00%**	**$0**
01-5990-20000	TRANSFER TO DEBT SERVICE	$968,559	$0	0.00%	$556,722
	Dept: 5990 - TRANSFERS TO Total:	**$968,559**	**$0**	**0.00%**	**$556,722**

General Fund Revenue	**$11,897,500**	**$14,394,000**
Estimated Ending Fund Balance	**$21,615,753**	**$22,713,388**

Budget Report

Fund: 02 - DEBT SERVICE

	Beginning Fund Balance	**$37,886**			**$0**
		Budget 9/30/2023	**FYTD 9/30/2023**	**Percent Used**	**Proposed Budget 9/30/2024**
Revenue					
02-4000-11100	PROPERTY TAX REVENUE - I & S	$598,040	$579,006	96.82%	$644,361
02-4000-11200	PROP TAX-PENALTY & INTEREST	$2,000	$2,048	102.40%	$2,000
02-4990-61000	TRANSFER FROM GEN FUND	$965,559	$965,900	100.04%	$556,722
		$1,565,599	**$1,546,954**	**98.81%**	**$1,203,083**
Expense					
02-5010-51500	PROFESSIONAL FEES	$3,000	$4,930	0.00%	$5,000
02-5700-80100	PRINICIPAL - 2015 REFUND GO BOND	$355,000	$355,000	100.00%	$0
02-5700-80200	INTEREST - 2015 REFUND GO BOND	$3,451	$3,450	99.97%	$0
02-5700-81300	PRINCIPAL - 2017 TAX NOTE	$880,000	$880,000	100.00%	$890,000
02-5700-81400	INTEREST - 2017 TAX NOTE	$36,007	$18,004	50.00%	$18,565
02-5700-81500	PRINCIPAL - 2020 TAX NOTE	$280,000	$280,000	100.00%	$280,000
02-5700-81600	INTEREST - 2020 TAX NOTE	$11,142	$5,571	50.00%	$9,518
		$1,568,600	**$1,546,954**	**98.62%**	**$1,203,083**
	Fund: 02 - DEBT SERVICE Surplus (Deficit):	**($3,001)**	**($0)**		**$0**
	Ending Fund Balance	**$34,885**			**$0**

2023 Net Taxable Value $3,221,806,782

2015 Refunded GO Bond $5 @ 1.38% - Scheduled end date is 09/2023

2017 Tax Note $6M @ 1.89% - Scheduled end date is 09/2024

2020 Tax Note $1.98M @ 1.01% - Scheduled end date is 09/2027

Budget Report

Fund: 03 - CAPITAL & SPECIAL PROJECT

Beginning Fund Balance **$35,499**

		Budget 9/30/2023	FYTD 9/30/2023	Percent Used	Proposed Budget 9/30/2024
Revenue					
03-4990-61000	TRANSFER FROM GENERAL FUND	$2,811,256	$0	0.00%	$3,279,501
03-4990-70000	USE OF RESERVES	$28,880	$0	0.00%	$0
	Revenue Total:	**$2,840,136**	**$0**	**0.00%**	**$3,279,501**
Expense					
03-5010-26000	EMERGENCY MGMNT OPERATIONS	$0	$660	0.00%	$0
03-5010-51500	OTHER PROFESSIONAL FEES	$3,170,000	$725,305	22.88%	
	LIBRARY DESIGN (*LKFLATO*)				$750,000
	LIBRARY CMAR (*HOAR*)				$250,000
	LIBRARY CONSTRUCTION				$0
	PUBLIC SAFETY DESIGN (*PGAL*)				$500,000
	PUBLIC SAFETY CMAR (*ROGERS OB*)				$250,000
	PUBLIC SAFETY CONSTRUCTION				$1,500,000
03-5900-90800	PARKS IMPROVEMENT (EDB Budget)	$0	$16,940	0.00%	$0
03-5900-91200	PROPERTY AQUISITION	$0	$2,055,877	0.00%	$0
03-5900-95000	FACILITIES IMPROVEMENT	$0	$15,201	0.00%	$15,000
03-5900-95200	CITY HALL RENOV PH2	$0	$125,678	0.00%	$0
03-5900-97500	SPECIAL PROJECTS (STORM DAMAGE TBR)	$40,000	$722,359	1805.90%	$50,000
	Expense Total:	**$3,210,000**	**$3,662,020**	**114.08%**	**$3,315,000**
	Fund: 03 - CAPITAL & SPECIAL PROJECT Surplus (Deficit):	**($369,864)**			**($35,499)**

Ending Fund Balance **($334,365)** **$0**

Budget Report

Fund: 04 - HOTEL OCCUPANCY TAX FUND

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

		Budget 9/30/2023	FYTD 9/30/2023	Percent Used	Proposed Budget 9/30/2024
Revenue	**Line Item Description**	**FY 2022-23 Budget**	**FY 2022-23 FYTD**	**Perform%**	**FY 20223-24 Budget**
04-4000-14100	HOTEL OCCUPANCY TAX REVENUE	$600,000	$463,041	77.17%	$600,000
04-4000-14500	HCG (ICE RINK)	$300,000	$340,920	113.64%	$300,000
04-4990-70000	USE OF RESERVES	$0	$0	0.00%	$0
	Revenue Total:	**$900,000**	**$803,961**	**89.33%**	**$900,000**

Expense	**Line Item Description**	**FY 2022-23 Budget**	**FY 2022-23 FYTD**	**Perform%**	**FY 20223-24 Budget**
04-5010-11100	SALARY	$32,898	$42,360	128.76%	$51,532
04-5010-12200	MEDICARE @ 1.45%	$477	$605	126.83%	$728
04-5010-12400	RETIREMENT (TMRS)	$3,227	$4,079	126.40%	$5,018
04-5010-12500	VISION COVERAGE	$0	$68	0.00%	$78
04-5010-12600	HEALTH INSURANCE	$0	$4,307	0.00%	$5,330
04-5010-12700	DENTAL COVERAGE	$0	$291	0.00%	$364
04-5010-12900	LIFE INSURANCE	$0	$7	0.00%	$13
04-5010-21900	HCG ICE RINK	$300,000	$354,365	118.12%	$355,000
04-5010-62400	OTHER APPLICATION APPROVALS	$0	$240,000	0.00%	$240,000
04-5010-62500	ARTS PROMOTION	$50,000	$160,000	320.00%	$90,000
	Expense Total:	**$386,602**	**$806,082**	**208.50%**	**$748,063**

Fund: 04 - HOTEL OCCUPANCY TAX FUND Surplus (Deficit):	**$513,398**	**($2,121)**		**$151,937**

Ending Fund Balance **$2,611,324** **$2,249,863**

Please note the 15% Arts contribution threshold does NOT apply and is only required for cities with a population over 190,000. The City's internal policy is 15% of the current FY Revenue only or limited to $90K.

Budget Report

Fund: 06 - ROAD MAINTENANCE

	Beginning Fund Balance	**$4,805,494**			

		Budget 9/30/2023	FYTD 9/30/2023	Percent Used	Proposed Budget 9/30/2024
Revenue	**Line Item Description**	**FY 2022-23 Budget**	**FY 2022-23 FYTD**	**Perform%**	**FY 20223-24 Budget**
06-4000-12100	ROAD MAINTENANCE, SALES TAX	$875,000	$734,896	83.99%	$875,000
06-4000-29000	MISC REVENUE	$0	$6,289	0.00%	$0
	Revenue Total:	**$875,000**	**$741,185**	**84.71%**	**$875,000**

Expense	**Line Item Description**	**FY 2022-23 Budget**	**FY 2022-23 FYTD**	**Perform%**	**FY 20223-24 Budget**
06-5010-11100	SALARY	$57,009	$33,930	59.52%	$51,688
06-5010-12000	FICA (BOA SOCIAL SECURITY)	$0	$93	0.00%	$390
06-5010-12200	MEDICARE @ 1.45%	$827	$482	58.28%	$728
06-5010-12400	RETIREMENT (TMRS)	$5,593	$3,149	56.30%	$4,472
06-5010-12500	VISION COVERAGE	$0	$86	0.00%	$130
06-5010-12600	HEALTH INSURANCE	$0	$5,824	0.00%	$8,242
06-5010-12700	DENTAL COVERAGE	$0	$370	0.00%	$520
06-5010-12900	LIFE INSURANCE	$0	$14	0.00%	$26
06-5010-21500	REPAIR & MAINT - STREET	$644,000	$39,579	6.15%	$615,304
06-5010-21600	SIGNS	$5,000	$1,909	38.18%	$5,000
06-5010-21700	GUARDRAILS	$3,500	$0	0.00%	$3,500
06-5010-21800	PAVEMENT MARKINGS	$7,500	$0	0.00%	$7,500
06-5010-22000	REPAIR & MAINT - SIDEWALK	$2,500	$0	0.00%	$2,500
06-5010-54600	SERVICE CONTRACTS	$25,000	$31,909	127.64%	$75,000
06-5010-71000	CAPITAL OUTLAY	$100,000	$0	0.00%	$100,000
	Expense Total:	**$850,929**	**$117,345**	**13.79%**	**$875,000**
	Fund: 06 - ROAD MAINTENANCE Surplus (Deficit):	**$24,071**	**$623,840**		**$0**

Ending Fund Balance	**$4,829,565**		**$4,805,494**

Budget Report

Fund: 05 - COURT SECURITY AND TECHNOLOGY FUND

Beginning Fund Balance **$94,326**

		Budget 9/30/2023	FYTD 9/30/2023	Percent Used	Proposed Budget 9/30/2024
Revenue					
05-4000-31040	COURT TECHNOLOGY FUND	$13,000	$8,714	67.03%	$13,000
05-4000-31090	COURT BUILDING SECURITY FUND	$10,000	$10,592	105.92%	$10,000
	Revenue Total:	**$23,000**	**$19,306**	**83.94%**	**$23,000**
Expense					
05-5010-72400	COURT TECHNOLOGY HARDWARE	$0	$1,715	0.00%	$0
	Expense Total:	**$0**	**$1,715**	**0.00%**	**$0**
Fund: 05 - COURT SECURITY AND TECHNOLOGY	**Surplus (Deficit):**	**$23,000**		**60.55%**	**$23,000**
	Ending Fund Balance	**$117,326**			**$117,326**

Fund: 08 - POLICE CONFISCATION FUND

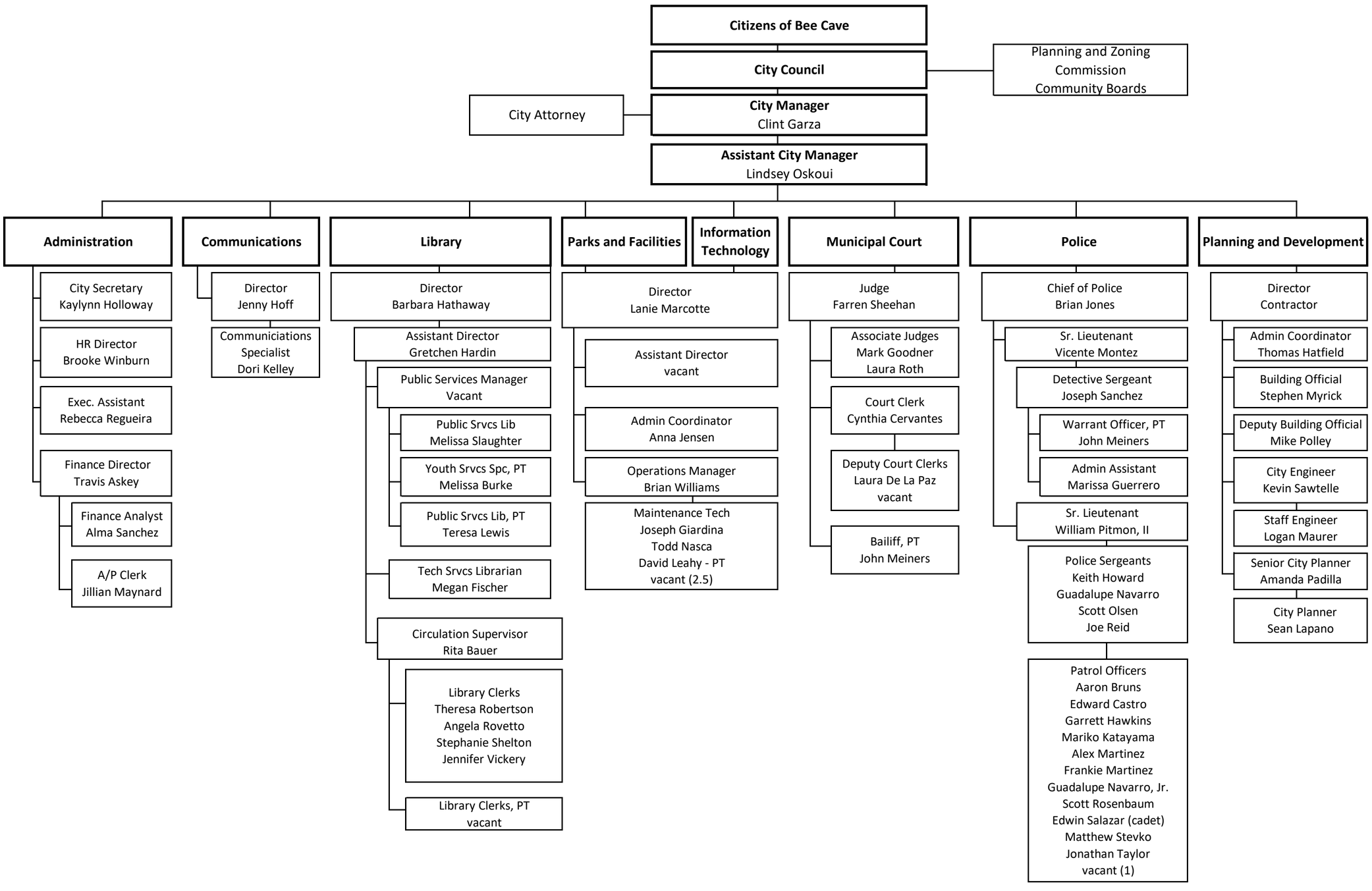
Beginning Fund Balance **$9,133**

		Budget 9/30/2023	FYTD 9/30/2023	Percent Used	Proposed Budget 9/30/2024
Revenue					
08-4000-28000	POLICE CONFISCATION REVENUE	$0	$10,545	0.00%	$0
	Revenue Total:	**$0**	**$10,545**	**0.00%**	**$0**
Expense					
08-5010-22000	RTN OF PROPERTY	$0	$10,230	0.00%	$0
	Expense Total:	**$0**	**$10,230**	**0.00%**	**$0**
Fund: 08 - POLICE CONFISCATION FUND	**Surplus (Deficit):**	**$0**		**0.00%**	**$0**
	Ending Fund Balance	**$9,133**			**$9,133**

Fund: 09 - PUBLIC IMPROVEMENT DISTRICTS

Beginning Fund Balance **$5,565,824**

		Budget 9/30/2023	FYTD 9/30/2023	Percent Used	Proposed Budget 9/30/2024
09-4000-11100	PROPERTY TAX REVENUE	$0	$101,946	0.00%	$101,946
	Revenue Total:	**$0**	**$101,946**	**0.00%**	**$101,946**
09-5800-62200	BACKYARD PID PROPERTY TAX DISBURSE	$0	$101,946	0.00%	$101,946
	Expense Total:	**$0**	**$101,946**	**0.00%**	**$101,946**
Fund: 09 - PUBLIC IMPROVEMENT DISTRICTS	**Surplus (Deficit):**	**$0**		**0.00%**	
	Ending Fund Balance (*Restricted*)	**$5,565,824**			**$5,667,770**



Employee Count	8	2	11.5	9	4.5	21.5	7
Total	63.5						
Vacancies	6						

City Council Meeting
8/8/2023
Agenda Item Transmittal

Agenda Item:	**9.**
Agenda Title:	**Discussion and update from Bee Cave representatives on the Board of the West Travis County Public Utility Agency.**
Council Action:	
Department:	**City Manager**
Staff Contact:	**Clint Garza, City Manager**

1. INTRODUCTION/PURPOSE

To discuss and update the Council regarding the West Travis County Public Utility Agency (WTCPUA).

2. DESCRIPTION/JUSTIFICATION

a) Background

The City of Bee Cave board representatives will update the council on the activities of the WTCPUA.

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
8/8/2023
Agenda Item Transmittal

Agenda Item:	**10.**
Agenda Title:	**Discuss and consider action on Ordinance No. 511 annexing into the City a 3.311- acre parcel of land located at Vail Divide and State Highway 71 West, which constitutes the right of away and road known as Vail Divide just south of State Highway 71.**
Council Action:	**Discussion and possible action**
Department:	**City Manager**
Staff Contact:	**Clint Garza**

1. INTRODUCTION/PURPOSE

To discuss and consider action on Ordinance No. 511 annexing into the city limits an approximately 3.311-acre tract of land located at Vail Divide, northbound from the intersection with Los Flores to State Highway 71.

2. DESCRIPTION/JUSTIFICATION

a) Background

The portions of Vail Divide south of Los Flores Lane were annexed by council action at the June 8, 2023 special session. This action and ordinance will complete the annexation of the remainder of Vail Divide, south of TX-71.

b) Issues and Analysis

Council action to establish school zones are included in this agenda.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Approve Ordinance 511.

ATTACHMENTS:

Description	Type
Ordinance 511	Ordinance
Exhibit	Exhibit

ORDIANCE NO. 511

AN ORDINANCE ANNEXING TERRITORY ADJACENT AND CONTIGUOUS TO THE CITY OF BEE CAVE TERRITORIAL AND JURISDICTIONAL BOUNDARIES CONSISTING OF A 3.311 - ACRE TRACT OF LAND LOCATED AT VAIL DIVIDE FROM IMMEDIATELY SOUTH OF THE INTERSECTION OF VAILE DIVIDE AND STATE HIGHWAY 71 WEST, DESCRIBED HEREIN, PROVIDING FOR DEFAULT ZONING REGULATION, AND EXTENDING THE BOUNDARY LIMITS OF THE CITY OF BEE CAVE SO AS TO INCLUDE THE HEREINAFTER DESCRIBED PROPERTY WITHIN THE CITY'S TERRITORIAL AND JURISDICTIONAL BOUNDARIES, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN.

WHEREAS, the City desires to annex real property it owns and is adjacent to the City's territorial and jurisdictional boundaries; and

WHEREAS, the city is not required to offer and decline a development agreement consistent with Texas Local Government Code §43.016 for property it owns; and

WHEREAS, the City's home-rule charter allows it to annex territory, including property it owns which is outside the city limits.

WHEREAS, the City is authorized, pursuant to Texas Local Government Code §43.028(g) to additionally annex a public right-of-way of a road or highway in order to achieve contiguity; and

WHEREAS, all procedural and substantive prerequisites to annexation have occurred, including notice in the newspaper for at least twenty days prior to the public hearing and allowing for comments from citizens regarding the annexation; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS THAT: THE BELOW IDENTIFIED PROPERTY IS HEREBY ANNEXED BY THE CITY OF BEE CAVE AS FOLLOWS:

SECTION 1. Territory:

Pursuant to the authority granted by Chapter 43 of the Texas Local Government Code, and the Bee Cave Home Rule Charter, the City of Bee Cave hereby annexes to the City of Bee Cave the territory described in Attachment A by metes and bounds and incorporated by reference herein. Such annexation is for full purposes including all privileges and liabilities extended to inhabitants of such territory.

That the boundary limits of the City of Bee Cave be and the same are hereby extended to include the above described territory as well as all public rights-of-way annexed as part of said territory within the city limits of the City of Bee Cave, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Bee Cave and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

The land and territory lying outside of, but adjacent to and adjoining the City of Bee Cave, Texas, more particularly described as that portion of the tract of land described in Exhibit "A," attached hereto and incorporated herein by reference, shall hereafter be included within the boundary limits of said City, and the present boundary limits of said City, at the various points contiguous to the area described in Exhibit "A," are altered and amended so as to include said area within the corporate limits of the City of Bee Cave, Texas.

SECTION 2. **Service Plan:** No service plan is required for property owned by the City.

SECTION 3. **Official Map:** The City Manager is hereby authorized and directed to take appropriate action to have the official map of the City revised to reflect the additions to the City's Corporate Limits and the City Secretary is hereby authorized and directed to provide appropriate notice to the State of Texas and the County of Travis of this annexation.

SECTION 4. **Zoning:** Pursuant to City ordinances, newly annexed territory shall be zoned as AG upon annexation. The territory herein described an annexed is hereby zoned by default and shall remain as such until properly altered by the City Council.

V.
CUMULATIVE CLAUSE

That this Ordinance shall be cumulative of all provisions of the City of Bee Cave Code of Ordinances except where the provisions of this Ordinance are in direct conflict with the provisions of such existing Ordinance, in which event the conflicting provisions of such existing Ordinance are hereby repealed, and this Ordinance controls.

VI.
SEVERABILITY

That it is hereby declared to be the intent of the City Council for the City of Bee Cave that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgement or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of the Ordinances, since the same would have been enacted by the City Council without incorporation in this ordinance of any such unconstitutional phrases, sentences, paragraphs, or sections.

VII.
PROPER NOTICE AND MEETING

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

VIII.
EFFECTIVE DATE

This ordinance shall be effective upon passage and publication as required by state and local law from and after June 8, 2023.

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*

Attachment A - Territory

[Metes and Bounds of full property including property of landowner and property annexed including any ROW.]

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Aug 28, 2020 11:50 AM Fee: $42.00
2020155918
Electronically Recorded

15/2025857-KFO/CW

Special Warranty Deed

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: July 15, 2020

Grantor: LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT, a Texas public independent school district and political subdivision of the State of Texas

Grantor's Mailing Address: 16101 SH 71 West, Building B, Austin Texas 78738

Grantee: TRAVIS COUNTY, a political subdivision of the State of Texas

Grantee's Mailing Address: P.O. Box 1748, Austin, Texas 78767

Consideration: Donation in accordance with Section 272.001(l), Texas Local Government Code, and other good and valuable consideration received by Grantor.

Property (including any improvements):

See attached Exhibit "A"

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

Trustees and their successors in office, of the Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas

By: _____
Name: Kim Flasch
Title: President, Board of Trustees

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 15 day of July, 2020, by Kim Flasch, President, Board of Trustees of the Lake Travis Independent School District, on behalf of the trustees and their successors in office of said school district.

Ami J. Tobin
Notary Public, State of Texas

AMI J TOBIN
NOTARY PUBLIC
ID# 8260552
State of Texas
Comm. Exp. 09-17-2020

Vail Divide
0.35 Acre

Exhibit A

DESCRIPTION OF A 0.35 ACRE TRACT, PREPARED BY DELTA SURVEY GROUP INC., IN SEPTEMBER 2018, LOCATED IN THE G. WOLFE SURVEY NO. 182, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 136.059 ACRE TRACT CONVEYED TO LAKE TRAVIS I.S.D. IN DOCUMENT NUMBER 2010014061, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 0.35 ACRE TRACT, AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with "R-J" cap found in the east line of said 136.059 acre tract, for the northernmost corner of the remainder of a called 117.35 acre tract, same being the northwest terminus of Vail Divide (right-of-way varies), for the **POINT OF BEGINNING;**

THENCE with the east line of said 136.059 acre tract, same being the west line of said remainder tract, S27°20'35"W, a distance of 109.14 feet to a ½ inch iron rod with "Delta Survey" cap set, from which a cotton spindle found in said common line bears S27°20'35"W, a distance of 482.71 feet;

THENCE leaving the west line of said remainder tract, and crossing said 136.059 acre tract, the following five (5) courses and distances:

1. N62°38'59"W, a distance of 81.15 feet to a ½ inch iron rod with "Delta Survey" cap set,
2. N27°21'01"E, a distance of 213.45 feet to a ½ inch iron rod with "Delta Survey" cap set,
3. with the arc of a curve to the left an arc distance of 139.19 feet, through a central angle of 17°33'58", having a radius of 454.00 feet, and whose chord bears N18°34'01"E, a distance of 138.65 feet to a ½ inch iron rod with "Delta Survey" cap set,
4. S09°45'57"W, a distance of 102.99 feet to an iron rod with "R-J" cap found, and

Vail Divide
0.35 Acre

5. with the arc of a curve to the left an arc distance of 160.53 feet, through a central angle of 17°48'47", having a radius of 516.34 feet, and whose chord bears S00°54'36"W, a distance of 159.88 feet to the **POINT OF BEGINNING** and containing 0.35 acre of land, more or less.

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

09-04-18
Date

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

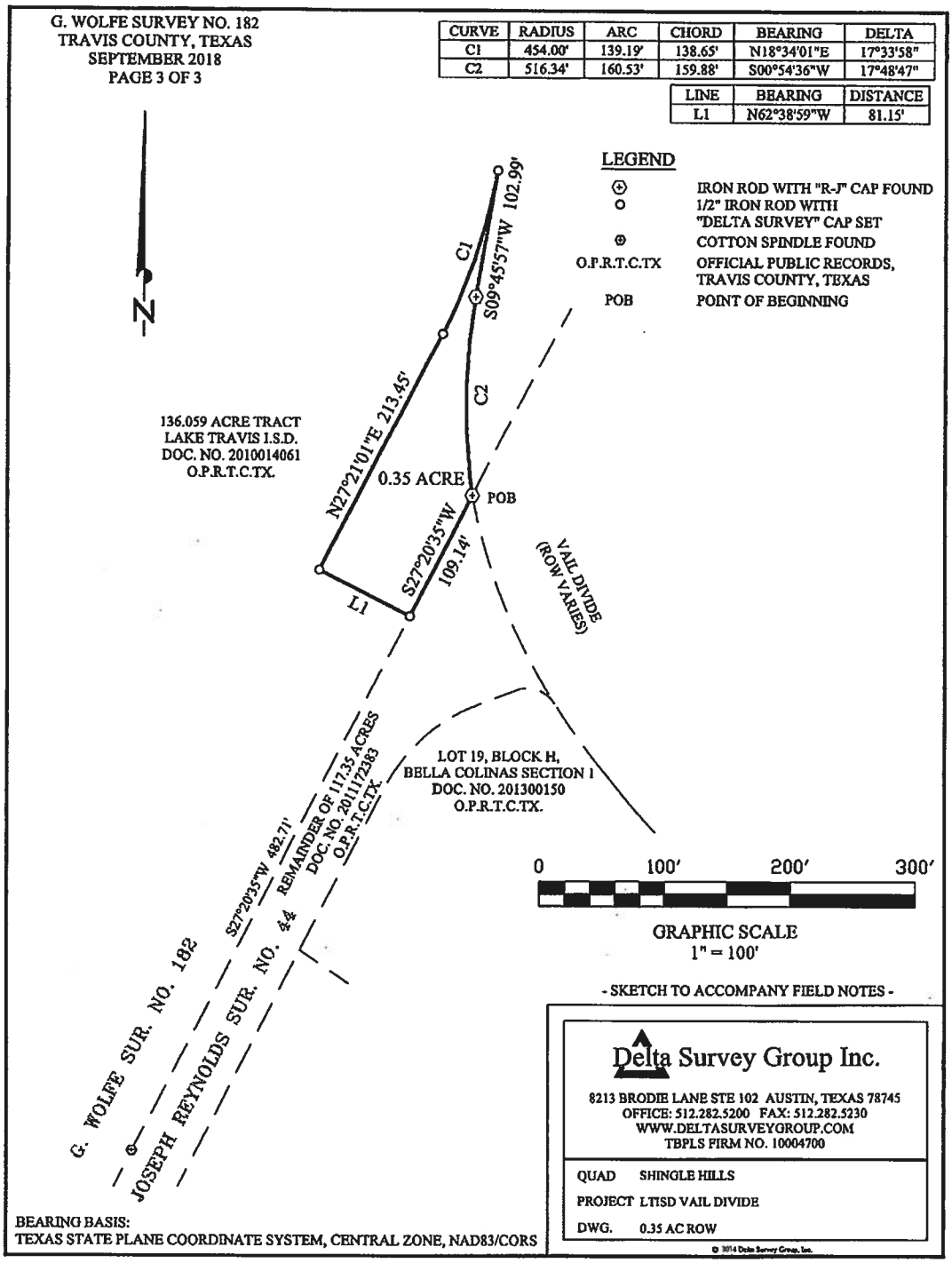
STATE OF TEXAS
REGISTERED
JOHN E BRAUTIGAM
5057
PROFESSIONAL
LAND SURVEYOR

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

G. WOLFE SURVEY NO. 182
TRAVIS COUNTY, TEXAS
SEPTEMBER 2018
PAGE 3 OF 3

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	454.00'	139.19'	138.65'	N18°34'01"E	17°33'58"
C2	516.34'	160.53'	159.88'	S00°54'36"W	17°48'47"

LINE	BEARING	DISTANCE
L1	N62°38'59"W	81.15'



LEGEND

⊕	IRON ROD WITH "R-J" CAP FOUND
○	1/2" IRON ROD WITH "DELTA SURVEY" CAP SET
⊕	COTTON SPINDLE FOUND
O.P.R.T.C.TX	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
POB	POINT OF BEGINNING

- SKETCH TO ACCOMPANY FIELD NOTES -

Delta Survey Group Inc.
8213 BRODIE LANE STE 102 AUSTIN, TEXAS 78745
OFFICE: 512.282.5200 FAX: 512.282.5230
WWW.DELTASURVEYGROUP.COM
TBPLS FIRM NO. 10004700

QUAD SHINGLE HILLS
PROJECT LTISD VAIL DIVIDE
DWG. 0.35 AC ROW

© 2014 Delta Survey Group, Inc.

BEARING BASIS:
TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83/CORS

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Aug 28, 2020 11:50 AM Fee: $42.00
2020155919
Electronically Recorded

15/ 2025857-KFO/CW

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SLOPE EASEMENT

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

That the LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT, a Texas public independent school district and political subdivision of the State of Texas whose address is 16101 SH 71 West, Building B, Austin Texas 78738, hereinafter referred to as "Grantor," for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, to Grantor in hand paid by TRAVIS COUNTY, a political subdivision of the State of Texas, hereinafter referred to as "Grantee," the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance expressed or implied is retained, have this day GRANTED and CONVEYED and by these presents do GRANT and CONVEY unto the Grantee, whose address is P.O. Box 1748, Austin, Texas 78767, an easement to construct a fill slope and structural containment related to a public roadway constructed on Grantee's property (the "Easement") in, upon, and across the following described land, to-wit:

> All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas described in **Exhibit A** attached hereto and made a part hereof for all purposes, to which reference is hereby made for a more particular description of said property (the "Easement Area").

TO HAVE AND TO HOLD the same perpetually to the Grantee and its successors and assigns, together with the privilege at any and all times to use the Easement Area, or any part thereof, for the purpose of a fill slope and structural containment and, in Grantee's sole discretion, Grantee determines it is necessary to enter the Easement Area, an easement for the operation, inspection, and to maintain, replace, and repair said fill slope and structural containment (the "Easement Purpose").

The easement conveyed herein is granted and conveyed subject to all easements, encumbrances, restrictions, and other matters of record. Grantor does hereby bind itself, its heirs, successors, assigns, and legal representatives to warrant and forever defend all and singular the herein described Easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through

or under Grantor, but not otherwise, and, as aforesaid, except as to all easements, encumbrances, restrictions and other matters of record.

IN WITNESS THEREOF, Grantor has caused this instrument to be executed on this 15 day of July, 2020.

GRANTOR:

Trustees and their successors in office, of the Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas

By: _____
Name: Kim Flasch
Title: President, Board of Trustees

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 15 day of July, 2020, by Kim Flasch, President, Board of Trustees of the Lake Travis Independent School District, on behalf of the trustees and their successors in office of said school district.

_____
Notary Public, State of Texas

AMI J TOBIN
NOTARY PUBLIC
ID# 8260552
State of Texas
Comm. Exp. 09-17-2020

Vail Divide
0.04 Acre

DESCRIPTION OF A 0.04 ACRE TRACT, PREPARED FOR EASEMENT PURPOSES ONLY BY DELTA SURVEY GROUP INC., IN JANUARY 2019, LOCATED IN THE C. WOLFE SURVEY NO. 182, BEING A PORTION OF A CALLED 136.059 ACRE TRACT CONVEYED TO LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT IN DOCUMENT NUMBER 2010014061, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 0.04 ACRE TRACT, AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½ inch iron rod with "Randall Jones" cap found in the west right-of-way (ROW) line of Vail Divide (ROW varies) for a southeast corner of said 136.059 acre tract, same being the southernmost corner of a 2.961 acre tract described in Document Number 2018052788, Official Public Records, Travis County, Texas, also being the northernmost corner of a 4167 square foot tract described in Document Number 2018052785, Official Public Records, Travis County, Texas, for the **POINT OF COMMENCEMENT**, from which a ½ inch iron rod with "Delta Survey" cap found in the east line of said 136.059 acre tract for the southwest corner of said 4167 square foot tract, same being the northernmost corner of a 0.34 acre tract described in Document Number 2018052811, Official Public Records, Travis County, Texas, bears S27°20'35"W, a distance of 109.16 feet;

THENCE crossing said 136.059 acre tract, S63°58'18"W, a distance of 136.01 feet to a calculated point for the **POINT OF BEGINNING;**

THENCE continuing to cross said 136.059 acre tract, the following eight (8) courses and distances:

1. N62°19'07"W, a distance of 2.98 feet to a calculated point,
2. N27°25'48"E, a distance of 74.04 feet to a calculated point,
3. N27°21'01"E, a distance of 18.31 feet to a calculated point,
4. N22°48'34"E, a distance of 84.70 feet to a calculated point,
5. N27°42'22"E, a distance of 46.79 feet to a calculated point,
6. N27°05'48"E, a distance of 83.01 feet to a calculated point,
7. with the arc of a curve to the right an arc distance of 93.81 feet, through a central angle of 11°50'20", having a radius of 454.00 feet, and whose chord bears S21°25'50"W, a distance of 93.64 feet to a calculated point, and

Vail Divide
0.04 Acre

8. S27°21'01"W, a distance of 213.45 feet to the **POINT OF BEGINNING** and containing 0.04 acre of land more or less.

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

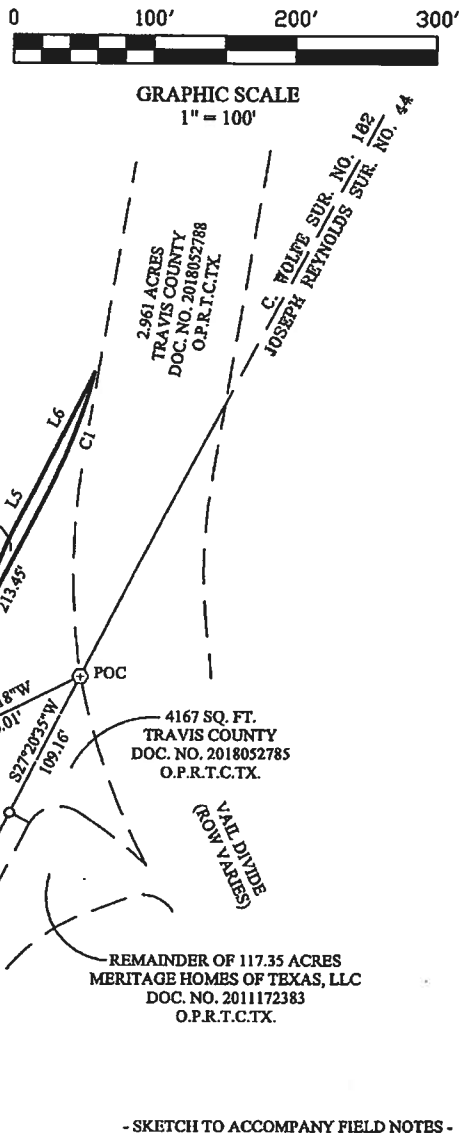
01-17-19
Date

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

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

STATE OF TEXAS
REGISTERED
JOHN E BRAUTIGAM
5057
PROFESSIONAL
LAND SURVEYOR

C. WOLFE SURVEY NO. 182
TRAVIS COUNTY, TEXAS
JANUARY 2019
PAGE 3 OF 3



LINE	BEARING	DISTANCE
L1	N62°19'07"W	2.98'
L2	N27°25'48"E	74.04'
L3	N27°21'01"E	18.31'
L4	N22°48'34"E	84.70'
L5	N27°42'22"E	46.79'
L6	N27°05'48"E	83.01'

LEGEND

⊕	1/2" IRON ROD WITH "RANDALL JONES" CAP FOUND
o	1/2" IRON ROD WITH "DELTA SURVEY" CAP FOUND
O.P.R.T.C.TX	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	454.00'	93.81'	93.64'	S21°25'50"W	11°50'20"

ALL CORNERS ARE CALCULATED POINTS UNLESS OTHERWISE NOTED
BEARING BASIS:
TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83/CORS

- SKETCH TO ACCOMPANY FIELD NOTES -

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

QUAD SHINGLE HILLS
PROJECT LTISD VAIL DIVIDE
DWG. 0.04 AC SLOPE ESMT

© 2019 Delta Survey Group, Inc.

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

29

TNR Permit No. 17-15108

LICENSE AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

29 pgs 2020213694

This License Agreement ("**Agreement**") is made and entered into by and between Travis County, a political subdivision of the State of Texas, (the "**COUNTY**") and Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas (the "**DISTRICT**"), hereinafter collectively referred to as the "**Parties**," for the purposes and consideration described herein.

WITNESSETH:

WHEREAS, the COUNTY has accepted the dedication of Vail Divide, a portion of which is constructed on the approximately 0.35-acre parcel of land described in the attached **Exhibit "A"** (the "**Right of Way**"); and

WHEREAS, the DISTRICT owns and operates public educational facilities on approximately 133.099 acres of land adjoin and adjacent to the Right of Way; and

WHEREAS, prior to the dedication of the Right of Way, the DISTRICT had installed certain improvements, as part of the public educational facilities, in portions of the Right-of-Way, and

WHEREAS, the improvements are five (5) streetlights and underground electrical conduit (the "**Improvements**"), which are not intended or used for vehicular traffic, and are depicted in the attached **Exhibit "B"**; and

WHEREAS, prior to the dedication of the Right of Way, the County had accepted the conveyance of approximately 2.961 acres of right of way for Vail Divide, more particularly described in the license agreement recorded in Document 2018157264, Official Public Records, Travis County, Texas, a copy of which is attached as **Exhibit "C"** ("**2018 License Agreement**"), and

WHEREAS, Exhibit B attached to the 2018 License Agreement shows three (3) proposed streetlights and underground conduit within the 2.961 acres of right of way; and

WHEREAS, the three (3) proposed streetlights have been constructed and are included in and are part of the Improvements shown in the attached **Exhibit "B"**; and

WHEREAS, the area within which the Improvements are installed and to be maintained (the "**Licensed Property**") is described in the **Exhibit "B**," which is attached hereto and incorporated herein for all purposes; and

Unofficial Document

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

UNOFFICIAL DOCUMENT

TNR Permit No. 17-15108

WHEREAS, the COUNTY and the DISTRICT intend for this Agreement to supersede the 2018 License Agreement with respect to the Licensed Property and Improvements depicted in the attached **Exhibit "B".**

NOW, THEREFORE, the COUNTY and the DISTRICT, agree as follows:

I. Grant

Subject to the conditions in this Agreement and to the extent of the right, title, and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the DISTRICT permission to use the Licensed Property to maintain, repair, and replace the Improvements existing in the Licensed Property as of the date of this Agreement.

II. Consideration

The COUNTY and the DISTRICT each acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement, including but not limited to the following:

1. The above stated Recitals;
2. The provision of public education to the citizens of Travis County, and
3. The agreement by the DISTRICT to provide the below-specified insurance and indemnification in favor of the COUNTY.

III County's Rights to Licensed Property

A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath, or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property; however, any damage to or destruction of the DISTRICT'S property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim, or liability to the COUNTY, its agents, contractors, officers, or employees. Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter, or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the DISTRICT with at least thirty (30) days prior written notice of any such contemplated action; provided, however, the COUNTY will cooperate with the DISTRICT to effect the relocation of the DISTRICT'S affected Improvements at the DISTRICT'S sole expense.

B. SUBJECT TO THE PROVISIONS IN THIS AGREEMENT, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

UNOFFICIAL DOCUMENT

DISTRICT, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

IV. Insurance

The DISTRICT shall, at its sole expense, provide extended public liability insurance coverage. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the DISTRICT, its officers, employees, agents, or contractors, relative to this Agreement. The DISTRICT shall be responsible for any deductibles stated in the policy. A true copy of a Certificate of Insurance or similar document demonstrating insurance coverage maintained by the DISTRICT shall be delivered to the COUNTY'S County Executive of Transportation and Natural Resources Department within twenty-one (21) days of the effective date of this Agreement.

V. Indemnification

To the extent permitted by Texas law, the DISTRICT agrees to and shall indemnify, defend, and hold harmless the COUNTY and its officers, agents, and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the DISTRICT'S construction, maintenance, or use of the Licensed Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses, or expenses (i) for which the COUNTY shall have been compensated by insurance provided under Paragraph IV., above; or (ii) arising solely from the negligent or willful acts of the COUNTY, provided that for the purposes of the foregoing, the COUNTY'S act of entering into this Agreement shall not be deemed to be a "negligent or willful act."

VI. Conditions

A. Compliance with Regulations. The DISTRICT agrees that all construction, maintenance, and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State, and/or Federal policies; traffic, building, health, and safety ordinances; laws; and regulations

B. DISTRICT'S Responsibilities. The DISTRICT will be responsible for any damage to or relocation of existing facilities required by the construction of the Improvements Further, the DISTRICT shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the DISTRICT.

C. Maintenance. The DISTRICT shall maintain the Licensed Property by keeping the

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

Unofficial Document

TNR Permit No. 17-15108

area free of debris and litter and maintaining the Improvements.

D. Removal or Modification. The DISTRICT agrees that removal or modification of any improvements now existing or to be later replaced shall be at the DISTRICT'S sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property, and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to the DISTRICT or the COUNTY. A written memorandum of this Agreement shall be filed in the Real Property Records of Travis County, Texas.

E. Default. In the event that the DISTRICT fails to maintain the Licensed Property, then the COUNTY shall give the DISTRICT written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The DISTRICT shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the DISTRICT does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the DISTRICT agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

VII. Commencement, Termination by Abandonment

This Agreement shall begin on the date of full execution and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. If the DISTRICT abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days written notice by the COUNTY to the DISTRICT, if such abandonment has not been remedied by the DISTRICT within such period. The COUNTY shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of the DISTRICT, its successors and assigns hereunder. All installations of the DISTRICT not removed shall be deemed property of the COUNTY as of the time abandoned.

VIII. Termination

A. Termination by the DISTRICT. This Agreement may be terminated by the DISTRICT by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the DISTRICT so terminates, then it may remove installations that it made from the Licensed Property within the thirty (30) day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

UNOFFICIAL DOCUMENT

TNR Permit No. 17-15108

B. Termination by COUNTY. This Agreement may be revoked at any time by the COUNTY, if such revocation is reasonably required by the public interest as determined by the Commissioners Court, after providing at least thirty (30) days prior written notice to the DISTRICT. Subject to prior written notification to the DISTRICT or its successors in interest, this Agreement is revocable by the COUNTY if:

1. The Improvements or a portion of them interfere with the COUNTY'S use of the Licensed Property;

2. Use of the Licensed Property becomes necessary for a public purpose;

3. The Improvements or a portion of them constitute a danger to the public which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;

4 Despite thirty (30) days written notice to the DISTRICT, maintenance or alteration necessary to alleviate a danger to the public has not been made; or

5. The DISTRICT fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

If the DISTRICT abandons or fails to maintain the Improvements, and the COUNTY receives no substantive response within thirty (30) days following written notification to the DISTRICT, then this Agreement may be terminated upon delivery to the DISTRICT of a notice of Termination, and the COUNTY may remove and/or replace all Improvements or a portion thereof and collect from DISTRICT the COUNTY'S actual expenses incurred in connection therewith.

IX. Eminent Domain

If eminent domain is exerted on the Licensed Property by paramount authority, then the COUNTY will, to the extent permitted by law, cooperate with the DISTRICT to effect the relocation of the DISTRICT'S affected Improvements at the DISTRICT'S sole expense. The DISTRICT shall be entitled to retain all monies paid by the condemning authority for its installations taken, if any.

X. Interpretation

In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for nor against either party

XI. Application of Law

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

Unofficial Document

TNR Permit No 17-15108

Parties as evidenced by this Agreement.

XII. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

XIII. Covenant Running with Land

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns

XIV. Assignment

The DISTRICT shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the COUNTY. If such consent is granted, it shall then be the duty of the DISTRICT, or its successors and assigns, to give prompt written notice to the COUNTY of any assignment or transfer of any of the DISTRICT'S rights in this Agreement, giving name, date, address, and contact person.

XV. Notice

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

DISTRICT:
Robert Winovitch
Director of Facilities and Construction (or successor)
16101 SH 71 West, Building B,
Austin, Texas 78738

COUNTY.

Honorable Samuel T. Biscoe (or successor)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

UNOFFICIAL DOCUMENT

TNR Permit No. 17-15108

COPIES TO:

Cynthia McDonald, County Executive (or successor) Travis County Transportation and Natural Resources Dept.
P.O. Box 1748
Austin, Texas 78767

Honorable David Escamilla (or successor) Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 356.279

XVI. Annexation by a City

If the total area within the Licensed Property is annexed for full purposes by a city ("**CITY**"), then all references in this Agreement to "COUNTY" shall be construed to mean "CITY" and any other references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

EXECUTED AS OF THE DATE SET FORTH BELOW.

COUNTY:
Travis County a political subdivision of the State of Texas

DocuSigned by
By: Samuel T Biscoe
CD20CF3C984C43F
Samuel T. Biscoe, County Judge

Date: 10/20/2020 | 9:56 AM CDT

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

Unofficial Document

TNR Permit No. 17-15108

TERMS AND CONDITIONS ACCEPTED, this the 4th day of September, 2020.

DISTRICT:

Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas

By. _____
Name: Paul Norton
Title: Superintendent

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 4th day of September, 2020, by Paul Norton, Superintendent of the Lake Travis Independent School District, on behalf of said public school district.

_____
Notary Public, State of Texas

Printed Name: Ami J. Tobin
My Commission expires: 9-17-2024

AMI J. TOBIN
Notary Public, State of Texas
Comm. Expires 09-17-2024
Notary ID 6280582

ADDRESS OF DISTRICT:

Lake Travis Independent School District
16101 SH 71 West, Building B
Austin Texas 78738

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

UNOFFICIAL DOCUMENT

Vail Divide
0.35 Acre

Exhibit A

DESCRIPTION OF A 0.35 ACRE TRACT, PREPARED BY DELTA SURVEY GROUP INC., IN SEPTEMBER 2018, LOCATED IN THE G. WOLFE SURVEY NO. 182, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A CALLED 136.059 ACRE TRACT CONVEYED TO LAKE TRAVIS I.S.D. IN DOCUMENT NUMBER 2010014061, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 0.35 ACRE TRACT, AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with "R-J" cap found in the east line of said 136.059 acre tract, for the northernmost corner of the remainder of a called 117.35 acre tract, same being the northwest terminus of Vail Divide (right-of-way varies), for the **POINT OF BEGINNING**;

THENCE with the east line of said 136.059 acre tract, same being the west line of said remainder tract, S27°20'35"W, a distance of 109.14 feet to a ½ inch iron rod with "Delta Survey" cap set, from which a cotton spindle found in said common line bears S27°20'35"W, a distance of 482.71 feet;

THENCE leaving the west line of said remainder tract, and crossing said 136.059 acre tract, the following five (5) courses and distances:

1. N62°38'59"W, a distance of 81.15 feet to a ½ inch iron rod with "Delta Survey" cap set,
2. N27°21'01"E, a distance of 213.45 feet to a ½ inch iron rod with "Delta Survey" cap set,
3. with the arc of a curve to the left an arc distance of 139.19 feet, through a central angle of 17°33'58", having a radius of 454.00 feet, and whose chord bears N18°34'01"E, a distance of 138.65 feet to a ½ inch iron rod with "Delta Survey" cap set,
4. S09°45'57"W, a distance of 102.99 feet to an iron rod with "R-J" cap found, and

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

UNOFFICIAL DOCUMENT

Vail Divide
0.35 Acre

5. with the arc of a curve to the left an arc distance of 160.53 feet, through a central angle of 17°48'47", having a radius of 516.34 feet, and whose chord bears S00°54'36"W, a distance of 159.88 feet to the **POINT OF BEGINNING** and containing 0.35 acre of land, more or less.

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

09-04-18
Date

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

STATE OF TEXAS
REGISTERED
JOHN E BRAUTIGAM
5057
PROFESSIONAL
LAND SURVEYOR

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

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

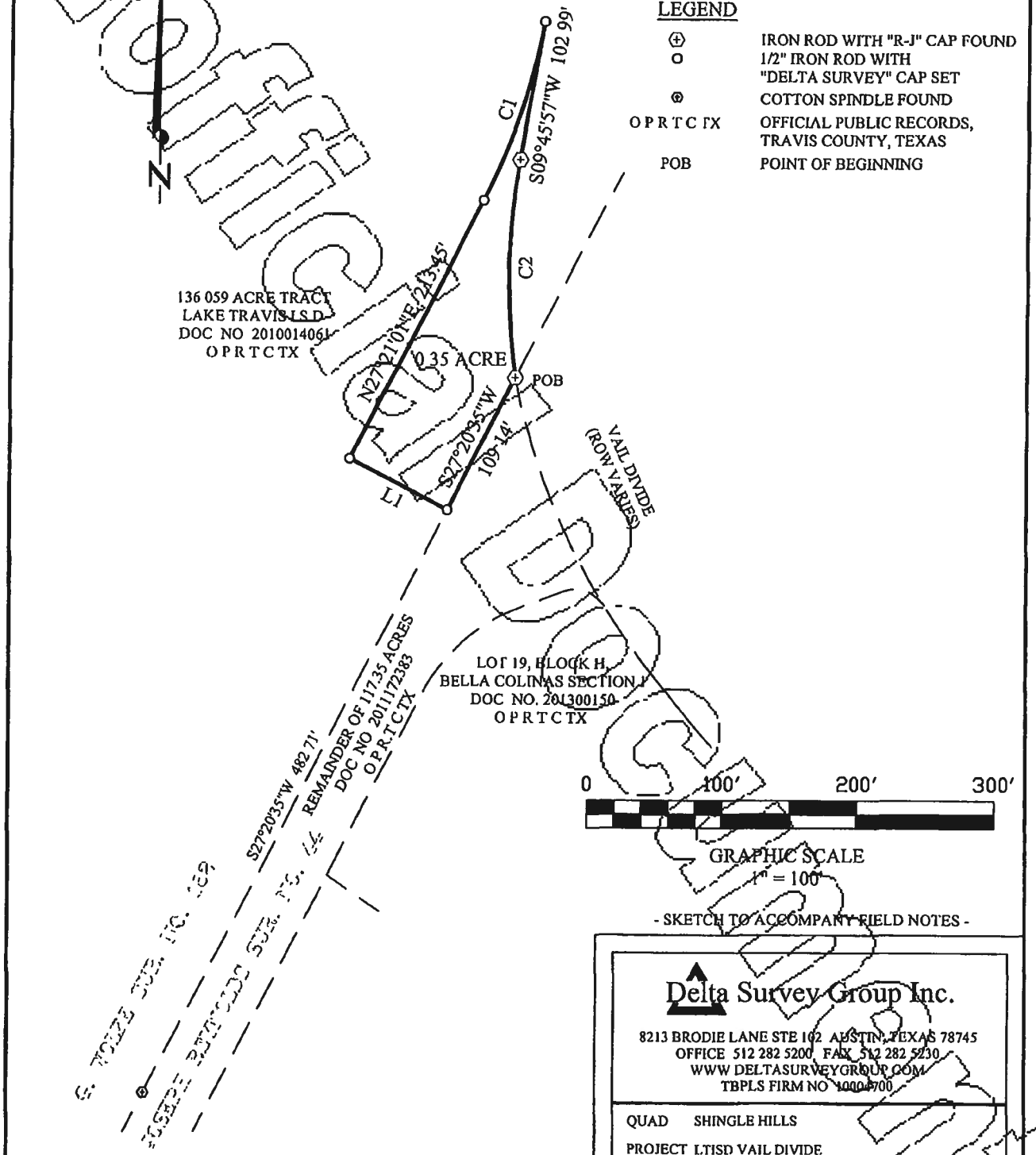
G WOLFE SURVEY NO 182
TRAVIS COUNTY, TEXAS
SEPTEMBER 2018
PAGE 3 OF 3

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	454 00'	139 19'	138 65'	N18°34'01"E	17°33'58"
C2	516 34'	160 53'	159 88'	S00°54'36"W	17°48'47"

LINE	BEARING	DISTANCE
L1	N62°38'59"W	81 15'

LEGEND

⊕	IRON ROD WITH "R-J" CAP FOUND
o	1/2" IRON ROD WITH "DELTA SURVEY" CAP SET
⊗	COTTON SPINDLE FOUND
O P R T C TX	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
POB	POINT OF BEGINNING



- SKETCH TO ACCOMPANY FIELD NOTES -

Delta Survey Group Inc.

8213 BRODIE LANE STE 102 AUSTIN, TEXAS 78745
OFFICE 512 282 5200 FAX 512 282 5230
WWW DELTASURVEYGROUP COM
TBPLS FIRM NO 10004700

QUAD SHINGLE HILLS
PROJECT LTISD VAIL DIVIDE
DWG 0 35 AC ROW

© 2014 Delta Survey Group Inc

BEARING BASIS·
TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83/CORS

Unofficial Document

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

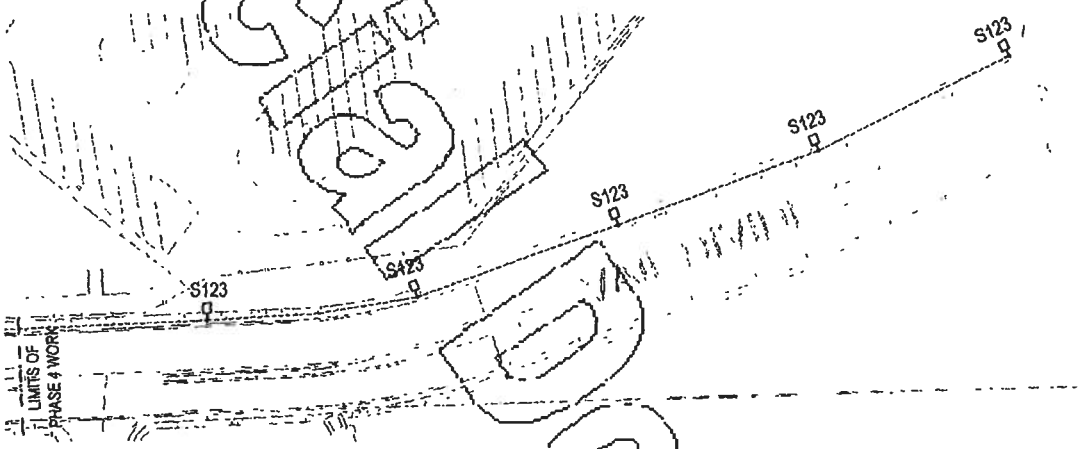
TNR Permit No. 17-15108

Exhibit "B"

Unofficial Document

DocuSign Envelope ID: EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

Unofficial Document



VAIL DIVIDE STREET LIGHTING
PHASE 3B - ELECTRICAL - SITE LIGHTING

1 SCALE 1" = 30'

TRUE NORTH

PLAN NORTH

LEGEND

LIGHTING

S123 SITE LIGHT POLE

CONDUIT AND WIRING

PVC CONDUIT RUN IN OR BELOW SLAB OR GROUND

LTISD EDUCATIONAL FACILITIES, PHASE 4

MIDDLE SCHOOL 3

ELECTRICAL SITE LIGHTING

NGINEERING, INC.

E-1

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

Unofficial Document

TNR Permit No. 17-15108

Exhibit "C"

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

UNOFFICIAL DOCUMENT

ORIGINAL
FILED FOR RECORD

ORIGINAL
FILED FOR RECORD
2020 SEP 26 AM 7:53
DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

TNR Permit No 09-1401

LICENSE AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between Travis County, Texas, (the "COUNTY") and the Trustees and their successors in office, of the Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas (the "DISTRICT"), hereinafter collectively referred to as the "Parties," for the purposes and consideration described herein.

WITNESSETH:

WHEREAS, the COUNTY has accepted the dedication of Vail Divide constructed on the approximately 2.961 acre parcel of land described in the attached **Exhibit "A"** (the "**Right of Way**"); and

WHEREAS, the DISTRICT owns and operates public educational facilities on approximately 133.099 acres of land adjoin and adjacent to the Right of Way ("**DISTRICT Land**"); and

WHEREAS, prior to the dedication of the Right of Way, the DISTRICT had installed certain improvements, as part of the public educational facilities, in portions of the Right-of-Way; and

WHEREAS, the improvements are street lights and two underground pipes, being part of the water quality control facilities conveying storm water to be re-irrigated on land owned by the DISTRICT (the "**Improvements**"), which are not intended or used for vehicular traffic; and

WHEREAS, the storm water pipes, being part of the water quality facilities required by the City of Bee Cave, Texas NPS Ordinance, are necessary for the continuing operation of the public educational facilities located on the DISTRICT Land; and

WHEREAS, the area of the Right-of-Way within which the Improvements are installed and to be maintained (the "**Licensed Property**") is described in the **Exhibit "B**," which is attached hereto and incorporated herein for all purposes;

NOW, THEREFORE, the COUNTY and the DISTRICT agree as follows:

I. Grant

Subject to the conditions in this Agreement and to the extent of the right, title and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the DISTRICT permission to use the Licensed Property to maintain, repair and replace the Improvements existing in the Licensed Property as of the date of this Agreement.

15 51.918 Tex. 18 R

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

UNOFFICIAL DOCUMENT

TNR Permit No. 09-1401

II. Consideration

The COUNTY and the DISTRICT each acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement, including but not limited to the following:

1. The provision of public education to the citizens of Travis County; and

2. The agreement by the DISTRICT to provide the below-specified insurance and indemnification in favor of the COUNTY.

III. County's Rights to Licensed Property

A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the DISTRICTS property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the COUNTY, its agents, contractors, officers or employees Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the DISTRICT with at least thirty (30) days prior written notice of any such contemplated action; provided, however, the COUNTY will cooperate with the DISTRICT to effect the relocation of the DISTRICT'S affected Improvements at the DISTRICT'S sole expense.

B. SUBJECT TO THE PROVISIONS IN THIS AGREEMENT, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE DISTRICT, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

IV Insurance

The DISTRICT shall, at its sole expense, provide extended public liability insurance coverage. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the DISTRICT, its officers, employees, agents or contractors, relative to this Agreement. The DISTRICT shall be responsible for any deductibles stated in the policy. A true copy of a Certificate of Insurance or similar document

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

Unofficial Document

demonstrating insurance coverage maintained by the DISTRICT shall be delivered to the COUNTY'S Executive Manager of Transportation and Natural Resources Department within twenty-one (21) days of the effective date of this Agreement.

IV Indemnification

To the extent permitted by Texas law, the DISTRICT agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the DISTRICT'S construction, maintenance or use of the Licensed Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the COUNTY shall have been compensated by insurance provided under Paragraph IV., above, or (ii) arising solely from the negligent or willful acts of the COUNTY, provided that for the purposes of the foregoing, the COUNTY'S act of entering into this Agreement shall not be deemed to be a "negligent or willful act."

VI. Conditions

A. Compliance with Regulations. The DISTRICT agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State, and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.

B DISTRICT'S Responsibilities The DISTRICT will be responsible for any damage to or relocation of existing facilities required by the construction of the Improvements. Further, the DISTRICT shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the DISTRICT.

C. Maintenance. The DISTRICT shall maintain the Licensed Property by keeping the area free of debris and litter and maintaining the Improvements.

D. Removal or Modification. The DISTRICT agrees that removal or modification of any Improvements now existing or to be later replaced shall be at the DISTRICT'S sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property, and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to the DISTRICT or the COUNTY. A written memorandum of this agreement shall be filed in the Real Property Records of Travis County, Texas.

E. Default. In the event that the DISTRICT fails to maintain the Licensed Property, then the COUNTY shall give the DISTRICT written notice thereof by registered or

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

UNOFFICIAL DOCUMENT

certified mail, return receipt requested, to the addresses set forth below. The DISTRICT shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the DISTRICT does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the DISTRICT agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

VII. Commencement; Termination by Abandonment

This Agreement shall begin on the date of full execution and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement If the DISTRICT abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days written notice by the COUNTY to the DISTRICT, if such abandonment has not been remedied by the DISTRICT within such period. The COUNTY shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of the DISTRICT, its successors and assigns hereunder. All installations of the DISTRICT not removed shall be deemed property of the COUNTY as of the time abandoned

VIII. Termination

A. Termination by the DISTRICT. This Agreement may be terminated by the DISTRICT by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination If the DISTRICT so terminates, then it may remove installations that it made from the Licensed Property within the thirty (30) day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

B. Termination by COUNTY. This Agreement may be revoked at any time by the COUNTY, if such revocation is reasonably required by the public interest as determined by the Commissioners Court, after providing at least thirty (30) days prior written notice to the DISTRICT. Subject to prior written notification to the DISTRICT or its successors in interest, this Agreement is revocable by the COUNTY if:

1. The Improvements or a portion of them interfere with the COUNTY'S use of the Licensed Property;

2. Use of the Licensed Property becomes necessary for a public purpose;

3. The Improvements or a portion of them constitute a danger to the public which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

Unofficial Document

TNR Permit No 09-1401

4. Despite thirty (30) days written notice to the DISTRICT, maintenance or alteration necessary to alleviate a danger to the public has not been made; or

5. The DISTRICT fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

If the DISTRICT abandons or fails to maintain the Improvements, and the COUNTY receives no substantive response within thirty (30) days following written notification to the DISTRICT, then this Agreement may be terminated upon delivery to the DISTRICT of a notice of Termination and the COUNTY may remove and/or replace all Improvements or a portion thereof and collect from DISTRICT the COUNTY'S actual expenses incurred in connection therewith.

IX. Eminent Domain

If eminent domain is exerted on the Licensed Property by paramount authority, then the COUNTY will, to the extent permitted by law, cooperate with the DISTRICT to effect the relocation of the DISTRICT'S affected Improvements at the DISTRICT'S sole expense. The DISTRICT shall be entitled to retain all monies paid by the condemning authority for its installations taken, if any.

X Interpretation

In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for or against either party.

XI. Application of Law

This Agreement shall be governed by the laws of the State of Texas If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

XII Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

XIII. Covenant Running with Land

This License Agreement and all of the covenants herein shall run with the land;

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

Unofficial Document

TNR Permit No. 09-1401

therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns.

XIV. Assignment

The DISTRICT shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY. If such consent is granted, it shall then be the duty of the DISTRICT, its successors and assigns, to give prompt written notice to the COUNTY of any assignment or transfer of any of the DISTRICT'S rights in this Agreement, giving name, date, address and contact person.

XV. Notice

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

DISTRICT:
Robert Winovitch
Director of Facilities and Construction (or successor)
16101 SH 71 West, Building B,
Austin Texas 78738

COUNTY:

Honorable Sarah Eckhardt (or successor)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

COPIES TO:

Steven Manilla, Executive Manager (or successor) Travis County Transportation and Natural Resources Dept.
P.O. Box 1748
Austin, Texas 78767

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

Unofficial Document

FILED FOR RECORD
2018 SEP 26 AM 7:23
DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

TNR Permit No 09-1401

Honorable David Escamilla (or successor) Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 83

XVI. Annexation by a City

If the total area within the Licensed Property is annexed for full purposes by a City (the "CITY"), then all references in this Agreement to "the COUNTY" shall be construed to mean "the CITY" and any other references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

EXECUTED AS OF THE DATE SET FORTH BELOW.

TRAVIS COUNTY, TEXAS

By: _____
Sarah Eckhardt, County Judge

Date: SEP 18 2018

TERMS AND CONDITIONS ACCEPTED, this the 18 day of September, 2018.

THE DISTRICT:

Trustees and their successors in office, of the Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas

By: _____
Name: Kim Flasch
Title: President, Board of Trustees

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

UNOFFICIAL DOCUMENT

TNR Permit No. 09-1401

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 18TH day of SEPTEMBER, 2018, by SARAH ECKHARDT, County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of Texas, on behalf of said County.

Notary Public in and for the State of Texas

JOE HON
Notary Public, State of Texas
My Commission Expires
February 17, 2019

JOE HON
Printed/Typed Name

My commission expires: FEB 17 2019

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 23 day of August, 2018, by Kim Flasch, President, Board of Trustees of the Lake Travis Independent School District, on behalf of the trustees and their successors in office of said school district.

TERRI P BUTLER
Notary Public, State of Texas
Comm. Expires 09-13-2018
Notary ID 549178-2

Terri Butler
Notary Public, State of Texas

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

Unofficial Document

TNR Permit No. 09-1401

ADDRESS OF DISTRICT:

Lake Travis Independent School District
16101 SH 71 West, Building B
Austin Texas 78738

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

Unofficial Document

EXHIBIT "A"

Landesign Services, Inc.
1220 McNeil Road
Suite 200
Round Rock, Texas 78681
512-238-7901 office
512-238-7902 fax
Firm Registration No. 10001800

EXHIBIT " "

METES AND BOUNDS DESCRIPTION – VAIL DIVIDE

BEING 2.961 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF THE G. WOLFE SURVEY NO. 182, ABSTRACT NO. 2525 IN TRAVIS COUNTY, TEXAS, AND BEING OUT OF A CALLED 136.059 ACRE TRACT DESCRIBED IN DEED TO LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT OF RECORD IN DOCUMENT NO. 2010014061 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a Type I highway right-of-way monument found in the existing south right-of-way line of State Highway 71 (SH 71)(150' right-of-way width) and the north line of said 136.059 acres;

THENCE along a curve to the left having a radius of 5639.33 feet, a delta angle of 04°07'31", a length of 406.02 feet and a chord which bears North 86°38'03" West a distance of 405 94 feet with the existing south right-of-way line of said SH 71 and the north line of said 136.059 acres to a 1/2" iron rod with plastic cap stamped "Landesign" set for the **POINT OF BEGINNING;**

THENCE crossing through said 136.059 acres the following six (6) courses:

1. South 00°27'09" West a distance of 56.40 feet to a 1/2" iron rod with plastic cap stamped "Landesign" set,

2. Along a curve to the right having a radius of 311 00 feet, a delta angle of 11°28'42", a length of 62.30 feet and a chord which bears South 06°11'30" West a distance of 62.20 feet to a 1/2" iron rod with plastic cap stamped "Landesign" set;

3. Along a curve to the left having a radius of 289.00 feet, a delta angle of 11°28'42", a length of 57.90 feet and a chord which bears South 06°11'30" West a distance of 57.80 feet to a 1/2" iron rod with plastic cap stamped "Landesign" set;

4. South 00°27'09" West a distance of 605.66 feet to a 1/2" iron rod with plastic cap stamped "Landesign" set;

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

UNOFFICIAL DOCUMENT

5. Along a curve to the right having a radius of 1046.00 feet, a delta angle of 09°21'31", a length of 170.85 feet and a chord which bears South 05°07'55" West a distance of 170.66 feet to a1/2" iron rod with plastic cap stamped "Landesign" set;

6. South 09°48'40" West a distance of 323.56 feet to a 1/2" iron rod found in the east line of the 136.059 acres, the west line of Lot 31, Block A of Bella Colinas Section 1, a subdivision of record in Document No. 2013001150 of the O.P.R.T.C.T. and the northeast corner of Vail Divide by plat of said Bell Colinas Section 1, from which a 1/2" iron rod found at the northeast corner of the 136.059 acres bears North 28°17'49' East a distance of 1397.11 feet;

THENCE with the east line of the 136.059 acres and the north end of Vail Divide by plat of Bella Colinas Section 1 the following two (2) courses:

1. South 28°17'49" West a distance of 70.25 feet to a calculated point;

2. South 27°21'34" West a distance of 149.47 feet to a 1/2" iron rod found at the northwest corner of Vail Divide by plat of Bella Colinas Section 1 and the northernmost corner of a called 117.35 acre tract described in deed to Heritage Homes of Texas recorded in Document No. 2011172383 of the O.P.R.T.C.T., from which a spindle found at an angle point in the east line of the 136.059 acres and the west line of said 117.35 acres bears South 27°21'34" West a distance of 591.97 feet;

THENCE crossing through the 136.059 acres the following four (4) courses:

1. Along a curve to the right having a radius of 516.34 feet a delta angle of 17°46'41", a length of 160.21 feet and a chord which bears North 00°55'19" East a distance of 159.57 feet to a 1/2" iron rod with plastic cap stamped "Landesign" set;

2. North 09°48'40" East a distance of 375.05 feet to a 1/2" iron rod with plastic cap stamped "Landesign" set;

3. Along a curve to the left having a radius of 954.00 feet, a delta angle of 09°21'31",a length of 155.82 feet and a chord which bears North 05°07'55" East a distance of 155.65 feet to a1/2" iron rod with plastic cap stamped "Landesign" set;

4. THENCE North 00°27'09" East a distance of 782.04 feet to 1/2" iron rod with plastic cap stamped "Landesign" set in the north line of the 136.059 acres and the existing south right-of-way line of SH 71;

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

UNOFFICIAL DOCUMENT

THENCE along a curve to the right having a radius 5639.33 feet, a delta angle of 01°03'24", a length of 104.00 feet and a chord which bears South 89°13'31" East a distance of 104.00 feet with the north line of the 136.059 acres and the existing south right-of-way line of SH 71 to the POINT OF BEGINNING

This parcel contains 2.961 acres of land, out of the G. Wolfe Survey No. 182, Abstract No. 2525 in Travis County, Texas. Description prepared from an on-the-ground survey made during October and November, 2014. All bearings are based on the Texas State Plane Coordinate System, Central Zone 4203.

11/10/17

David R. Hartman Date
Registered Professional Land Surveyor
State of Texas No. 5264
Firm Reg. No. 10001800

STATE OF TEXAS REGISTERED DAVID R. HARTMAN 5264 PROFESSIONAL LAND SURVEYOR

Job Number. 321-13-1
Attachments: Survey Drawing L:\L&C\Bella Colinas\DWGS\3210111VailDivide dwg

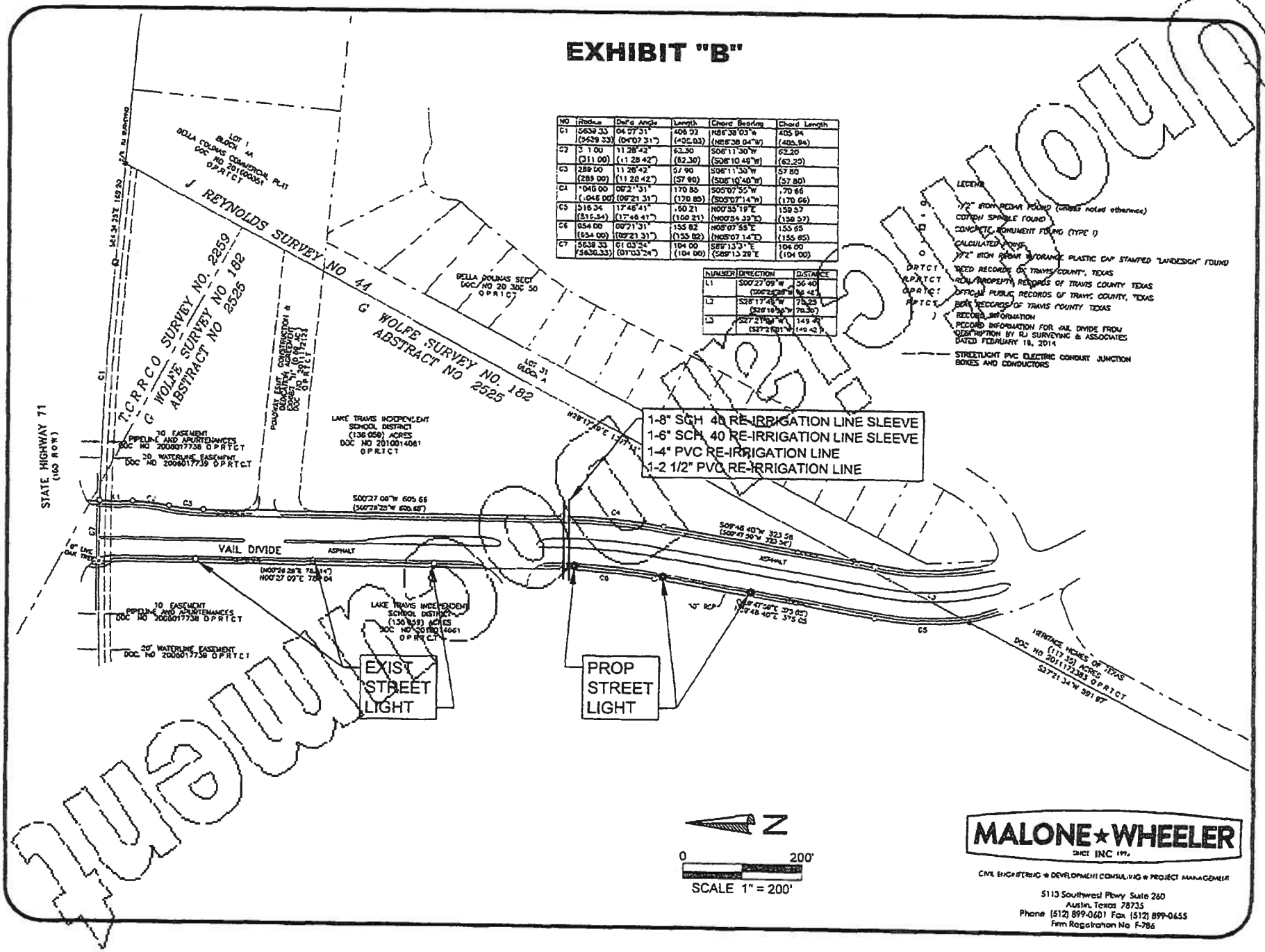
EXHIBIT "B"

NO	Radius	Delta Angle	Length	Chord Bearing	Chord Length
C1	5639.33 (5639.33)	04°07'31" (04°07'31")	406.02 (406.03)	N86°38'03"W (N86°38'04"W)	405.94 (405.94)
C2	3[illegible]1.00 (311.00)	11°28'42" (11°28'42")	62.30 (62.30)	S06°11'30"W (S06°10'49"W)	62.20 (62.20)
C3	289.00 (289.00)	11°28'42" (11°28'42")	57.90 (57.90)	S06°11'30"W (S06°10'49"W)	57.80 (57.80)
C4	*046.00 (1046.00)	09°21'31" (09°21'31")	170.85 (170.85)	S05°07'55"W (S05°07'14"W)	170.66 (170.66)
C5	516.54 (516.54)	17°48'41" (17°48'41")	160.21 (160.21)	N00°55'19"E (N00°54'39"E)	159.57 (159.57)
C6	854.00 (854.00)	09°21'31" (09°21'31")	155.82 (155.82)	N05°07'55"E (N05°07'14"E)	155.65 (155.65)
C7	5639.33 (5639.33)	01°03'24" (01°03'24")	104.00 (104.00)	S89°13'31"E (S89°13'20"E)	104.00 (104.00)

NUMBER	DIRECTION	DISTANCE
L1	S00°27'09"W (S00°28'25"W)	36.40 (36.42)
L2	S28°17'48"W (S28°18'36"W)	78.23 (78.30)
L3	S27°21'[illegible]"W (S27°21'01"W)	149.49 (149.42)

LEGEND

- 1/2" IRON REBAR FOUND (UNLESS NOTED OTHERWISE)
- COTTON SPINDLE FOUND
- CONCRETE MONUMENT FOUND (TYPE I)
- CALCULATED POINT
- 1/2" IRON REBAR W/ORANGE PLASTIC CAP STAMPED "LANDESIGN" FOUND
- DRTCT DEED RECORDS OF TRAVIS COUNTY, TEXAS
- RPRTCT ROLL/PROPERTY RECORDS OF TRAVIS COUNTY TEXAS
- OPRTCT OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
- BCR RECORDS OF TRAVIS COUNTY TEXAS
- RECORD INFORMATION
- RECORD INFORMATION FOR VAIL DIVIDE FROM DESCRIPTION BY RJ SURVEYING & ASSOCIATES DATED FEBRUARY 18, 2014
- STREETLIGHT PVC ELECTRIC CONDUIT JUNCTION BOXES AND CONDUCTORS



MALONE★WHEELER
INC 19[illegible]

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

DocuSign Envelope ID EFA0E94F-8B69-44EE-90F7-4B553A7B9A31

Unofficial Document

Return to:
Gillian Porter
Commissioners Court Specialist
Travis County Clerk's Office
5501 Airport Blvd.
Austin, TX 78751

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
Oct 04, 2018 10:12 AM 2018157264
CAMPOSO $78.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS

Unofficial Document

Return to **(through interoffice mail)**:

Gillian Porter
Commissioners Court Specialist
Travis County Clerk's Office
5501 Airport Boulevard
Austin, Texas 78751

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction because of illegibility, carbon or photocopy, discolored paper, etc All blockouts, additions and changes were present at the time the instrument was filed and recorded

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir, County Clerk
Travis County, Texas

2020213694

Nov 06, 2020 12:08 PM
Fee: $138.00 RENTERIAKI

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir, County Clerk
Travis County, Texas
Aug 28, 2020 11:50 AM Fee: $42.00
2020155919
Electronically Recorded

15/ 2025857-KFO/CW

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SLOPE EASEMENT

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

That the LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT, a Texas public independent school district and political subdivision of the State of Texas whose address is 16101 SH 71 West, Building B, Austin Texas 78738, hereinafter referred to as "Grantor," for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, to Grantor in hand paid by TRAVIS COUNTY, a political subdivision of the State of Texas, hereinafter referred to as "Grantee," the receipt and sufficiency of which is hereby acknowledged and confessed, and for which no lien or encumbrance expressed or implied is retained, have this day GRANTED and CONVEYED and by these presents do GRANT and CONVEY unto the Grantee, whose address is P.O. Box 1748, Austin, Texas 78767, an easement to construct a fill slope and structural containment related to a public roadway constructed on Grantee's property (the "Easement") in, upon, and across the following described land, to-wit:

> All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas described in **Exhibit A** attached hereto and made a part hereof for all purposes, to which reference is hereby made for a more particular description of said property (the "Easement Area").

TO HAVE AND TO HOLD the same perpetually to the Grantee and its successors and assigns, together with the privilege at any and all times to use the Easement Area, or any part thereof, for the purpose of a fill slope and structural containment and, in Grantee's sole discretion, Grantee determines it is necessary to enter the Easement Area, an easement for the operation, inspection, and to maintain, replace, and repair said fill slope and structural containment (the "Easement Purpose").

The easement conveyed herein is granted and conveyed subject to all easements, encumbrances, restrictions, and other matters of record. Grantor does hereby bind itself, its heirs, successors, assigns, and legal representatives to warrant and forever defend all and singular the herein described Easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through

or under Grantor, but not otherwise, and, as aforesaid, except as to all easements, encumbrances, restrictions and other matters of record.

IN WITNESS THEREOF, Grantor has caused this instrument to be executed on this 15 day of July, 2020.

GRANTOR:

Trustees and their successors in office, of the Lake Travis Independent School District, a Texas public independent school district and political subdivision of the State of Texas

By: _____
Name: Kim Flasch
Title: President, Board of Trustees

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 15 day of July, 2020, by Kim Flasch, President, Board of Trustees of the Lake Travis Independent School District, on behalf of the trustees and their successors in office of said school district.

_____
Notary Public, State of Texas

AMI J TOBIN
NOTARY PUBLIC
ID# 8260552
State of Texas
Comm. Exp. 09-17-2020

Vail Divide
0.04 Acre

DESCRIPTION OF A 0.04 ACRE TRACT, PREPARED FOR EASEMENT PURPOSES ONLY BY DELTA SURVEY GROUP INC., IN JANUARY 2019, LOCATED IN THE C. WOLFE SURVEY NO. 182, BEING A PORTION OF A CALLED 136.059 ACRE TRACT CONVEYED TO LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT IN DOCUMENT NUMBER 2010014061, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 0.04 ACRE TRACT, AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½ inch iron rod with "Randall Jones" cap found in the west right-of-way (ROW) line of Vail Divide (ROW varies) for a southeast corner of said 136.059 acre tract, same being the southernmost corner of a 2.961 acre tract described in Document Number 2018052788, Official Public Records, Travis County, Texas, also being the northernmost corner of a 4167 square foot tract described in Document Number 2018052785, Official Public Records, Travis County, Texas, for the **POINT OF COMMENCEMENT**, from which a ½ inch iron rod with "Delta Survey" cap found in the east line of said 136.059 acre tract for the southwest corner of said 4167 square foot tract, same being the northernmost corner of a 0.34 acre tract described in Document Number 2018052811, Official Public Records, Travis County, Texas, bears S27°20'35"W, a distance of 109.16 feet;

THENCE crossing said 136.059 acre tract, S63°58'18"W, a distance of 136.01 feet to a calculated point for the **POINT OF BEGINNING;**

THENCE continuing to cross said 136.059 acre tract, the following eight (8) courses and distances:

1. N62°19'07"W, a distance of 2.98 feet to a calculated point,
2. N27°25'48"E, a distance of 74.04 feet to a calculated point,
3. N27°21'01"E, a distance of 18.31 feet to a calculated point,
4. N22°48'34"E, a distance of 84.70 feet to a calculated point,
5. N27°42'22"E, a distance of 46.79 feet to a calculated point,
6. N27°05'48"E, a distance of 83.01 feet to a calculated point,
7. with the arc of a curve to the right an arc distance of 93.81 feet, through a central angle of 11°50'20", having a radius of 454.00 feet, and whose chord bears S21°25'50"W, a distance of 93.64 feet to a calculated point, and

Vail Divide
0.04 Acre

8. S27°21'01"W, a distance of 213.45 feet to the **POINT OF BEGINNING** and containing 0.04 acre of land more or less.

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

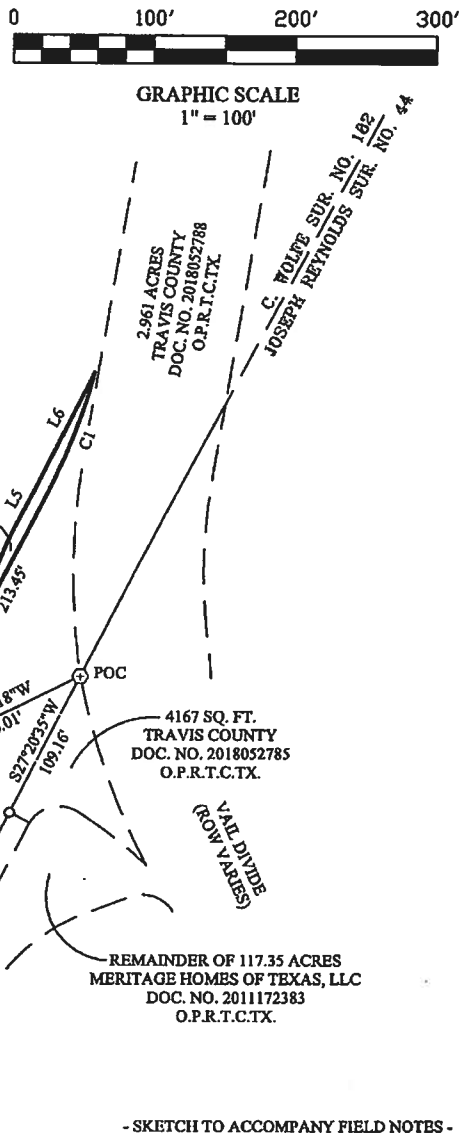
01-17-19
Date

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

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

STATE OF TEXAS
REGISTERED
JOHN E BRAUTIGAM
5057
PROFESSIONAL
LAND SURVEYOR

C. WOLFE SURVEY NO. 182
TRAVIS COUNTY, TEXAS
JANUARY 2019
PAGE 3 OF 3



LINE	BEARING	DISTANCE
L1	N62°19'07"W	2.98'
L2	N27°25'48"E	74.04'
L3	N27°21'01"E	18.31'
L4	N22°48'34"E	84.70'
L5	N27°42'22"E	46.79'
L6	N27°05'48"E	83.01'

LEGEND

⊕	1/2" IRON ROD WITH "RANDALL JONES" CAP FOUND
o	1/2" IRON ROD WITH "DELTA SURVEY" CAP FOUND
O.P.R.T.C.TX	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	454.00'	93.81'	93.64'	S21°25'50"W	11°50'20"

ALL CORNERS ARE CALCULATED POINTS UNLESS OTHERWISE NOTED
BEARING BASIS:
TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83/CORS

- SKETCH TO ACCOMPANY FIELD NOTES -

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

QUAD SHINGLE HILLS
PROJECT LTISD VAIL DIVIDE
DWG. 0.04 AC SLOPE ESMT

© 2019 Delta Survey Group, Inc.

City Council Meeting
8/8/2023
Agenda Item Transmittal

Agenda Item:	**11.**
Agenda Title:	**Discuss and consider action on Ordinance No. 512, an ordinance setting the maximum speed limit on Vail Divide Drive and establishing a portion of Vail Divide Drive as a school zone.**
Council Action:	**Discussion and possible action**
Department:	**City Manager**
Staff Contact:	**Clint Garza**

1. INTRODUCTION/PURPOSE

The purpose of this item is to establish a maximum speed limit and school zone on the recently annexed portion of Vail Divide, south of TX-71.

2. DESCRIPTION/JUSTIFICATION

a) Background

In June 2023 council took action to annex a portion of Vail Divide between Los Flores Lane and Hamilton Pool Road. At that time it was contemplated that council would take action to annex the remainder of that roadway and set maximum speed limits and establish school zones.

b) Issues and Analysis

If approved, the maximum speed limit on Vail Divide from TX-71 to Hamilton Pool Road will be set to 40 MPH. Additionally, a 1000' school zone will be set with a maximum speed, during school drop off/pickup, of 25 MPH.

The zone will be established 500' in each direction from the existing pedestrian crossing near the BCMS entrance.

Standards for school zone establishment can be found in Title 43, Part 1, Chapter 25 of the Texas Administrative Code.

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 512	Backup Material

ORDINANCE NO. 512

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

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

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

WHEREAS, the City Council finds that no person shall drive a vehicle at a speed greater than is reasonable and prudent under the conditions then existing. Speed limits established under this chapter or by state law shall be prima facie evidence that the speed is reasonable and prudent, and any speed in excess thereof is unlawful; and

WHEREAS, the City Council finds that the effective times for all reduced speed limits for school zones are between 08:05 a.m. and 8:50 a.m., and between 4:10 p.m. and 4:50 p.m. on school days. Additional times for school zone speed limits at specific locations may be established by separate ordinance.

WHEREAS, the City Council finds that it has the authority to set the speed limits on Vail Divide Drive under Texas law.

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

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

Section 2. Amendment to Municipal Code of Ordinances. It is hereby determined the City of Bee Cave, Texas Code of Ordinances, Title I ("*General Ordinances*"), Article 18 ("*Traffic and Vehicles*"), is hereby amended by adding the following speed zones:

(5) Speed Zone – Vail
Divide Drive

(A) For northbound and southbound traffic. Starting at the southern intersection of South HW 71 and Vail Divide Drive and continuing to the intersection of Hamilton Pool Road and Vail Divide Drive, a prima facie maximum speed limit of 40 miles per hour.

(B) School speed zone. A school zone is hereby created starting 500 feet north of the northern Bee Cave Middle School entrance from the northern most point of the entrance and continuing 500 feet south of the northern Bee Cave Middle School entrance. A prima facie maximum school zone speed limit of 25 miles per hour is established for the active school zone when either lights are flashing indicating a school zone speed limit is in effect or designated times listed by sign indicate the school zone speed limit is in effect.

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

IV.
CUMULATIVE CLAUSE

That this Ordinance shall be cumulative of all provisions of the City of Bee Cave Code of Ordinances except where the provisions of this Ordinance are in direct conflict with the provisions of such existing Ordinance, in which event the conflicting provisions of such existing Ordinance are hereby repealed, and this Ordinance controls.

V.
SEVERABILITY

That it is hereby declared to be the intent of the City Council for the City of Bee Cave that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgement or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of the Ordinances, since the same would have been enacted by the City Council without incorporation in this ordinance of any such unconstitutional phrases, sentences, paragraphs, or sections.

VI.
PROPER NOTICE AND MEETING

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

VII.

EFFECTIVE DATE

This ordinance shall be effective upon passage and publication as required by state and local law from and after August 8, 2023.

VIII.
READINGS

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, M*ayor*

ATTEST:

_____
Kaylynn Holloway, *City Secretary*

APPROVED:

_____
Ryan Henry, *City Attorney*

City Council Meeting
8/8/2023
Agenda Item Transmittal

Agenda Item:	**12.**
Agenda Title:	**Discuss and consider action on signature & execution of Interlocal Cooperation Agreement with the Travis County Emergency Services District No. 6 for the preliminary design and planning phase of the Joint Facilities Project (Bee Cave Public Safety Project).**
Council Action:	**Consideration & Approval**
Department:	**Administration**
Staff Contact:	**Clint Garza/Chelsea Maldonado T&T Heery**

1. INTRODUCTION/PURPOSE

Discuss and consider action on signature & execution of Interlocal Cooperation Agreement with the Travis County Emergency Services District No. 6 for the preliminary design and planning phase of the Joint Facilities Project (Bee Cave Public Safety Project).

2. DESCRIPTION/JUSTIFICATION

a) Background

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

b) Issues and Analysis

The ILA/ILC has been negotiated and edited by both parties and is now in a final format for signature. The ILA has been reviewed and edited by City of Bee Cave Legal Council, Ryan Henry. Signature of this agreement by both parties will allow joint programming and design to commence on the building.

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

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Approval for signature and confirmation of signatory individual.

ATTACHMENTS:

Description	Type
ILA Agreement	Backup Material

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

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

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

Recitals

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

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

WHEREAS, City's current facility is situated on property contiguous to the proposed Project (as that term is defined herein); and

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

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

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

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

Initials: ___ City ___ LTFR

WHEREAS, the Partners may use multiple funding sources in the design and implementation of the Project to serve the public; and

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

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

WHEREAS, the Partners determined current property does not meet the needs of the intended Project and have agreed to share in the cost of the acquisition of additional property on which the joint facility is to be constructed, described in the attached Exhibit B.

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

I. Purpose.

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

II. Definitions

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

"Consultants" collectively means the owner-procured consultants currently comprising the Project Architect, Construction Manager-At-Risk (CMAR), and ODR, and including such other consultants mutually agreed in writing by the Partners.

"ODR" means the Owner's Designated Representative selected by the City, acting as owner-agent to the City throughout planning, design, and construction. Turner & Townsend Heery has been selected by the City as its ODR.

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

"Project" means the proposed public facilities, which will consist of a structure for joint use as a Police Department for the City's use and a Fire Station for LTFR's use, and related shared uses and facilities containing a combination of public law enforcement and fire rescue services that has been the subject of requests for public funding. Excluded from the term "Project" is the proportion of any public street, utility infrastructure, and other improvement, whether or not located on the

same property as the joint use structure, that will serve or provide services to properties other than the property on which the joint use structure is or will be located.

"Project Architect" or "Architect" means PGAL.

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

"Property" means the real property described in the attached Exhibit B, purchased by the City, a one-half interest in which shall be purchased by LTFR from the City concurrently with the execution of this Agreement by paying to the City an amount equal to fifty percent (50%) of the price paid by the City for the property within 10 business days after the execution of this Agreement.

Agreements

A. Selection of Consultants. City has already gone through the process to select the Consultants and LTFR is agreeable to utilizing the City's Consultants for this Project.
B. Contracts/Amendment. The City has entered into contracts with each of the Consultants for the Project. The City shall use commercially reasonable efforts to obtain the agreement of each Consultant for an amendment to the Consultant's respective contract to provide that LTFR shall be a third-party beneficiary of the contract with the right to enforce any obligation in accordance with LTFR's interest or intended interest in the Project. The Partners shall mutually approve the specific language of each such amendment. Notwithstanding LTFR's status as third-party beneficiary, the Partners agree that the City shall coordinate communication with the Consultants, shall receive invoices for services on behalf of the Partners, and shall handle the administration of each such contract in order to streamline processes, eliminate potential duplication, and provide for efficient contract administration. The amendment of each Consultant's contract may include provisions for such coordination by the City, with any such specific provision to be mutually agreed by the Partners. The City shall in good faith communicate to each Consultant during the design phase of the Project LTFR's directions and questions to ensure that LTFR's interests are considered, as applicable, by each Consultant.
C. The Partners acknowledge that one or more of the Consultants has been engaged by the City to perform services pertaining to development projects other than the Project. The City shall require each Consultant to segregate amounts billed or charged with regard to the Project.
D. Collaboration with the Architect. The Partners intend joint ownership of the completed Project through Joint Facilities Agreement that will provide for separate ownership of the part of Project improvements used for a police department and a fire station, respectively. Each Partner shall have sole authority to specify the design of the improvements to be used exclusively by such Partner, subject to coordination on aspects identified in this paragraph D. The Partners agree to work together as a team to effectively manage the design,

development, and construction of the Project. Amongst other considerations, the unified outside appearance and aesthetics; the materials; mechanical, electrical, plumbing, and fire protection systems per City's building standards; and streamlined costs are agreed to be high priorities of the Partners.

E. "Communication" -The City shall include LTFR in all communications with the Consultants that relate to or affect the design and construction of the Project that may affect the common areas of the Project and LTFR's areas of the Project. Communications by and with the Consultants shall be through the City.

F.

G. Compensation for Design: LTFR shall pay the City an amount equal to fifty percent (50%) of invoiced amounts for professional services performed by the Consultants for the design phase of the Project within 30 days after the City provides a copy of an invoice presented by a Consultant for the Design work. The Partners shall each pay for other professional services performed on the Project procured by a Partner for the benefit of that Partner.

H. Design Schedule. To maintain the overall project schedule, LTFR agrees to give formal acceptance or rejection at design milestones outlined in the design schedule produced by the Architect. The anticipated timeline of design and review milestones are outlined in Exhibit "C". Rejection of any design milestones by LTFR should be issued with a written request to resolve the specific and measurable design features. This written request should be submitted to the ODR within 3 calendar weeks. These design requests are to be considered by the Architect, ODR, and Partners for resolution. If the Partners are unable to resolve the design request, either Partner may seek resolution and, as applicable, termination of this Agreement pursuant to Section V of this Agreement by providing to the other Partner written notice invoking the dispute resolution procedures provided in Section V of this Agreement. In the event of such a termination, refer to sections J – L. The Partners shall then have no further obligations toward each other with regard to the design, construction, or ownership of the Project except as follows: The Partners will cooperate, as applicable, in amending each Consultant's contract to remove LTFR as a third-party beneficiary and to remove any contractual right of LTFR with regard to the design or construction of the Project (as the Project may be amended as a result of the termination); the City shall pay to LTFR the amount paid by LTFR to the City for an interest in the Property as provided in paragraph M of this Agreement; and LTFR shall convey to the City the interest in the Property conveyed by the City to LTFR.

I. Acceptance, Rejection, and Notices. The Partners agree to provide written notice of acceptance or rejection of the design documents at the established milestones. This written notice may be provided via written or typed document, email, or facsimile. This acceptance or rejection shall come from the authorized point of contact or their designee.

   1. LTFR Contact(s):
   2. City of Bee Cave Contacts(s):

J. Reimbursement of costs incurred for redesign due to termination by LTFR. LTFR may terminate as outlined in Section V. However, if termination occurs at any time after

acceptance of this agreement, LTFR is responsible for reimbursement of redesign costs directly or indirectly incurred by the City. These costs will be calculated per the Consultant's fee schedules for the redesign.

K. Reimbursement of costs incurred for redesign due to termination by the City. The City may terminate as outlined in Section V. However, if termination occurs at any time after acceptance of this agreement, The City is responsible for reimbursement of redesign costs directly or indirectly incurred by LTFR. These costs will be calculated per the Consultant's fee schedules for the redesign.

L. Reimbursement of costs incurred for redesign due to mutual termination by the Partners. If the Partners agree to mutual termination of this Agreement at any time after acceptance of this agreement, each Partner shall be responsible for costs associated with design elements requested by that Partner, and costs associated with all mutually requested design elements shall be borne equally by the Partners, unless otherwise specified in writing in a document executed by the Partners that references this Agreement by name, date, and parties.Joint Facilities Project Location. The Joint Facilities Project for City and LTFR shall be located on City property identified on Exhibit "D". LTFR and City will enter Joint Facilities Agreement to establish the rights of ownership and occupation of the Project by the Partners. The Project Construction ILA shall provide more specific detail as to the terms of the Joint Facilities Agreement, which shall provide for responsibility for shared expenses in proportion to the square footage of each Partner's separate portion of the joint use structure, or another method that accounts for the shared usage of the Project, and shall be equitably adjusted in the event of unequal ownership or control of land comprising the Project property or other improvements included on the Project property

M. Existing Building Location(s). LTFR's current facility is situated on property owned by the City and is under an existing facility lease agreement, see Exhibit "A". City's current facility is located on the, original property shown in Exhibit "E". Both Partners agree that should said Project not come to fruition as planned or should either Partner choose to terminate this Agreement per Section V, LTFR's current facility lease will remain in full force and effect.

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

O. City Property Acquisition Reimbursement. The Partners agree to equally share the cost of acquisition of the Property. The City shall pay the full cost of acquisition and take title to the Property. Within 10 business days after the execution of this Agreement,LTFR shall pay to the City an amount equal to fifty percent (50%) of the price paid by the City for the property in exchange for conveyance by the City to LTFR of an undivided one-half interest in the Property. If either Partner terminates this agreement per Section V, LTFR will be entitled to reimbursement of the amount it paid to the City for LTFR's undivided one-half interest in the Property in exchange for re-conveyance by LTFR to the City of such interest. Payment and re-conveyance shall occur not later than 90 days following termination of this Agreement pursuant to Section V of this Agreement.

Initials: ___ City ___ LTFR

III. Conflict Resolution

While it is understood that the Partners shall strive in good faith to work collaboratively to fulfill the purpose of the ILA, each Partner recognizes that legitimate conflicts may arise regarding the design and planning of the Project. Should such conflict arise the Partners agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this Agreement, the Partners will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied Partner to the other Partner, which notice shall request a written response to be delivered to the dissatisfied Partner not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied Partner, the dissatisfied Partner shall give notice to that effect to the other Partner whereupon each Partner shall appoint a person having authority over the activities of the respective Partners who shall promptly meet, in person, in an effort to resolve the dispute, which meeting and deadline for resolution shall occur not later than ten (10) days after notice is given pursuant to this subdivision (2). (3) If those persons cannot or do not resolve the dispute, then the Partners shall each appoint a person from the highest tier of managerial responsibility within each respective Partner, who shall then promptly meet in person ,not later than ten (10) after the deadline for meeting and resolution provided in subdivision (2), in an effort to resolve the dispute. Should these efforts fail to timely resolve the dispute, in the opinion of the dissatisfied Partner, the Partners shall mediate the dispute through the use of a mutually selected independent mediator, which mediation shall occur on or before 30 days after the failure of resolution at the step provided in subdivision (3).. Should mediation efforts fail to resolve the dispute, either Partner may terminate this ILA by providing written notice to the other. This Agreement shall terminate 10 days after receipt of such notice unless the Partners can come to an amenable resolution before the expiration of the 10-day notice period. All deadlines with regard to steps in the process of resolution may be extended by agreement of the Partners.

IV. Additional Clauses

Nondiscrimination

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

Severability

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

Entire Agreement

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

Amendments

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

Recitals

The recitals hereto are incorporated herein for all purposes.

V. Term and Termination

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

Either Partner may terminate this ILA, as provided in Article IV with or without cause. A partner may terminate without cause by giving the other Partner ninety (90) days prior written notice to Judge or Mayor respectively. If a Partner intends to terminate this ILA for cause, the Partner must provide a written intent to terminate notice, identifying the breach or default, to the other Partner. The notice will provide thirty (30) days for the Partner in breach or default to respond to said notice with an acceptable plan to cure cause for termination.

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

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

ATTEST:	CITY OF BEE CAVE, TEXAS:
_____	_____
KAYLYNN HOLLOWAY City Secretary	KARA KING Mayor

Initials: ___ City ___ LTFR

PASSED AND APPROVED by TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 6 on the ___day of _____ 2023.

ATTEST:

_____

_____

TRAVIS COUNTY ESD NO. 6:

_____

_____

Initials: ___ City ___ LTFR

Exhibit A

FIRST AMENDMENT TO LEASE AGREEMENT

WHEREAS, the City of Bee Cave, "City", (formerly known as the Village of Bee Cave) entered into a Lease Agreement dated November 10, 1994 (the "Agreement") with the Travis County Emergency Services District No. 6 a/k/a Lake Travis Fire Rescue ("LTFR") (formerly known as Travis County Rural Fire District Five) for the lease of certain real property ("Lease Premises") described in the Agreement and owned by the City;

WHEREAS, the property description ("Property"), contained in the Agreement inadvertently described property owned by the City and used by the City for municipal purposes in addition to the Lease Premises set aside by the City for use by LTFR for a Fire Station;

WHEREAS, LTFR has now proposed to expand its existing Fire Station facilities within the Leased Premises and to construct such additional facilities and structures upon the Property in compliance with the City's Code of Ordinances;

WHEREAS, both LTFR and City (the "Parties") have agreed to share in the costs of construction of the facilities and other costs of compliance with the City's Code of Ordinances, to clarify the description of the Lease Premises, and to amend such other terms of the Agreement as are mutually beneficial to the Parties;

NOW THEREFORE, in consideration of the mutual benefits afforded to the Parties herein and for other valuable consideration the sufficiency of which is acknowledged and agreed to by the Parties, the Agreement is amended as follows:

1. **PARTIES**: This First Amendment ("Amendment") to the Lease Agreement dated November 10, 1994 is between Travis County Emergency Services District No. 6 a/k/a Lake Travis Fire Rescue (hereinafter "LTFR") and the City of Bee Cave, Texas (hereinafter the "City").

2. **LEASE PREMISES:** City hereby leases to LTFR and LTFR hereby leases from City the real property more particularly depicted in Exhibit "A" attached hereto and made a part hereof for all purposes.

3. **LEASE TERM:** The term of the Agreement shall extend until September 30, 2060. The Agreement will thereafter be automatically renewed on a month to month basis unless written notice of termination is given by either Party at least thirty (30) days before the end of the above lease term or renewal or extension period or unless another Agreement is signed by both Parties.

4. **FEES AND FISCAL SECURITY:** LTFR shall not be required to pay any of the City's fees associated with obtaining permits or authorization for the expansion of the Fire Station ("Expansion Project") described in Exhibit "C" attached hereto and incorporated herein. Any

fees that may have already been submitted to the City, including fees for variances, are hereby waived and will be refunded to LTFR. LTFR shall also not be required to pay the City's beautification fees associated with the removal of the four (4) trees depicted in Exhibit "E" attached hereto. LTFR shall not be required to post fiscal security for any improvements constructed as part of the Expansion Project.

5. **CONDITION OF LEASE PREMISES AND ACCESS TO PROPERTY:** This Provision amends and replaces Paragraph 7 of the Agreement. LTFR is familiar with the condition of and accepts the Lease Premises **"AS IS, WHERE IS" AND ACKNOWLEDGES AND AGREES THAT THIS TRANSACTION REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES,** except those that are expressly stated herein. City hereby grants to LTFR a non- exclusive easement upon the portion of City's property as depicted in Exhibit "B", attached hereto and incorporated herein, for LTFR's benefit for the duration of the Agreement for (i) access across the entry drive to the Leased Premises from State Highway 71, (ii) to locate facilities necessary for the provisions of water, sewer, gas, electric utility service and for treatment and collection of storm water runoff attributed to the improvements constructed by LTFR within the Leased Premises, and (iii) for access to additional parking owned by City. City shall pay (1) all of the cost of maintenance of the entry road from State Highway 71 suitable for use by fire fighting vehicles and equipment; (2) one half of the cost, not to exceed $17,500.00, for construction of a water quality pond to treat non-point source runoff as described in Exhibit "D" attached hereto and incorporated herein; (3) all of the cost of maintaining the water quality pond after construction of the pond and acceptance of the pond by the City; and (4) and all of the cost associated with any landscaping required as a result of the Expansion Project (including the design, all required permitting approvals, and construction expenses, labor and materials), except for the costs (including labor and equipment) required or incurred by LTFR to remove four (4) trees within the Leased Premises. LTFR shall be required to (1) pay its share of the cost of construction of the water quality pond and arrange for, publicly bid and oversee construction of the water quality pond; (2) pay for the costs of connecting and maintaining any needed utilities for improvements located within the Leased Premises, (3) pay for the cost of constructing and maintaining any improvements located within the Leased Premises and (4) pay for the costs (including labor and equipment) required or incurred by LTFR to remove the four (4) trees depicted in Exhibit "E". Provided however, that City and LTFR shall share the cost of construction, maintenance and service of utility improvements that provide utility service on City's Property and within the Lease Premises (the "Joint Costs"), such as natural gas lines, wastewater lines, water lines, electric lines and which serve both City's surrounding property and the Lease Premises. The terms of any and all agreements for sharing the Joint Costs may be reduced to writing and attached as an addendum to the Agreement. Except as otherwise provided in the Agreement, all improvements to the Lease Premises shall be constructed and maintained by LTFR. The Parties agree to cooperate in every reasonable way to insure that the City's construction of landscaping improvements, including any associated irrigation system modifications, will not interfere with, hinder or delay LTFR's construction activities for the Expansion Project.

6. **EXPANSION PROJECT:** For purposes of the Agreement, the Expansion Project

depicted and described in Exhibit "C" is deemed approved by City. Except for the permits or approvals associated with the landscaping, LTFR shall be responsible for submitting applications and obtaining any permits and approvals required by the City's Code of Ordinance, or State, Federal, or local law for the Expansion Project which permit applications will be processed and considered through the City's normal process for such actions. City shall cover the beautification fees required in the City's Landscape ordinances if such fees are required by the removal of the four (4) trees removed from the Lease Premises and any fees required by the City's Landscaping ordinance for the Expansion Project are hereby waived by City. The City will be responsible for separately handling the design and permit approvals (as may be required) for the landscaping/irrigation improvements described above.

7. **TERMS OF AGREEMENT:** All other terms and conditions of the Agreement, except as modified by this Amendment, shall remain in full force and effect.

8. **EFFECTIVE DATE:** This Amendment shall become effective on the date that the last Party executes the Amendment.

CITY OF BEE CAVE, TEXAS

("City")

Caroline Murphy

By: Caroline Murphy, Mayor

Date: 10-18-2010

Attest:

Kaylynn Holloway

Kaylynn Holloway, City Secretary

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 6
a/k/a LAKE TRAVIS FIRE RESCUE

("LTFR")

By: BARKER F. KEITH II
Title: President, Board of Commissioners

Date: 10/15/2010

Attest:

_____

By:
Title:

EXHIBITS

EXHIBIT "A"	Lease Premises and Fire Station Site
EXHIBIT "B"	Shared Facilities Outside of Lease Premises (where access driveway and parking areas are located)
EXHIBIT "C"	Fire Station Expansion Project
EXHIBIT "D"	Water Quality Treatment Pond (and associated Expansion Project construction outside of Lease Premises)
EXHIBIT "E"	Trees to be Removed from Lease Premises

BEE CAVE FIRE STATION
BEE CAVE, TEXAS
SITE PLAN
SHEET 03
OF 11

PROPOSED

IMPERVIOUS COVER		
TOUCHE LAKE TRAVIS FIRE RESCUE		
EXISTING BUILDING	4.07 AC	
EXISTING PAVEMENT	3.05 AC	
PROPOSED BUILDING	0.94 AC	
PROPOSED PAVEMENT	0.24 AC	
TOTAL	8.30 AC	4.60%
CITY OF BEE CAVE		
BUILDING	0.17 AC	
PAVEMENT	0.94 AC	
SIDEWALK	0.20 AC	
GRAVEL PATH	0.12 AC	
GRAVEL PARKING	0.25 AC	
TOTAL	1.34 AC	35.29%
TOTAL SITE	6.01 AC	
TOTAL POND	2.04 AC	
TOTAL UPLAND AREA	4.43 AC	
TOTAL IMPERVIOUS	1.78 AC	39.81%
TOTAL IMPERVIOUS ALLOWED	1.77 AC	40.00%

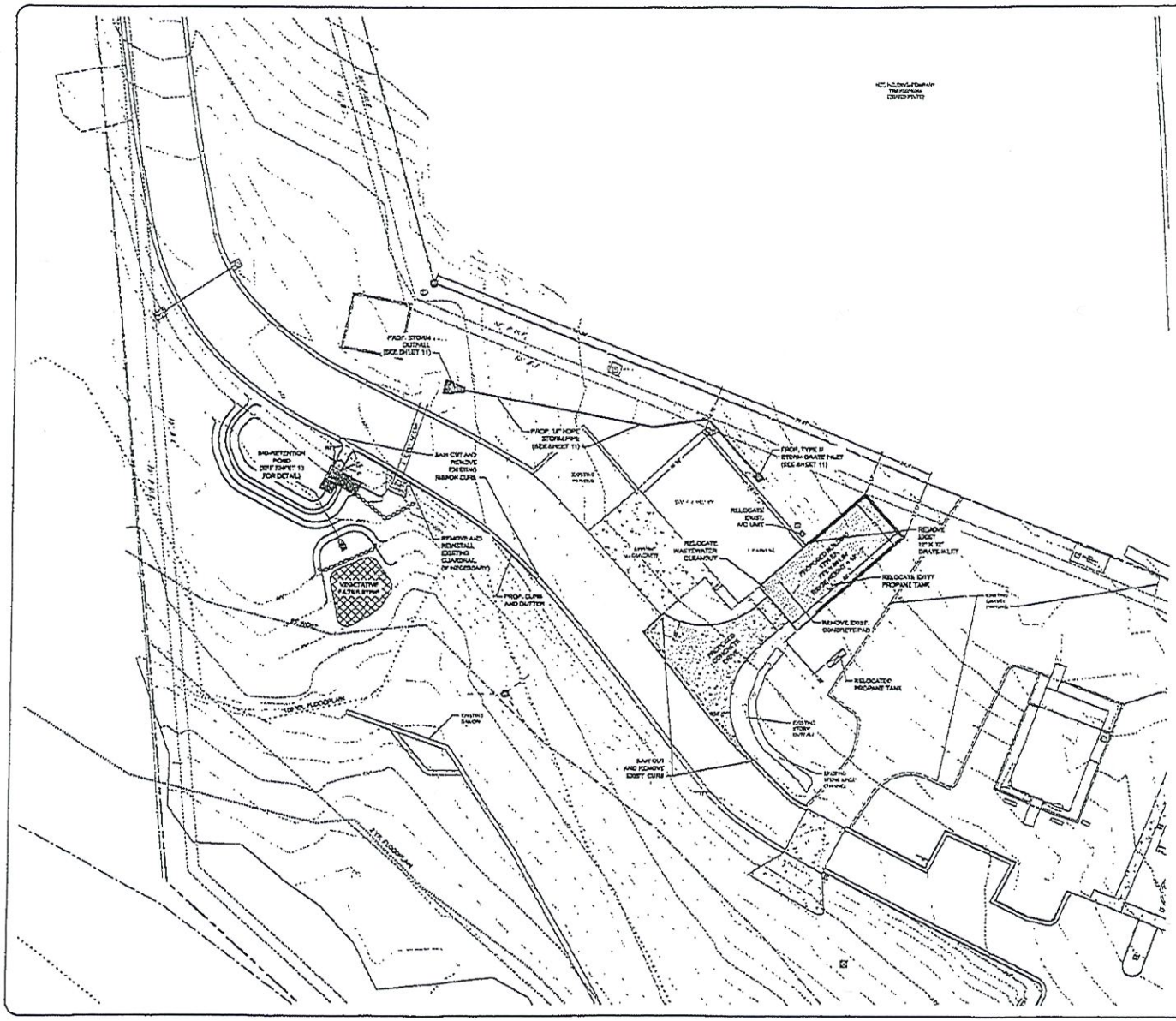
BEE CAVE FIRE STATION
BEE CAVE, TEXAS

OVERALL SITE PLAN

Malone/Wheeler, Inc.

DESIGN BY: THL
CHECKED BY: MV
APPROVED BY: DRW
DATE: 07/09/10

SHEET 08
OF 14



PROPOSED

IMPERVIOUS COVER		
LAND #8 LAND TRAVIS FIRE RESCUE		
EXISTING BUILDING	0.07 AC	
EXISTING PAVEMENT	0.03 AC	
PROPOSED BUILDING	0.04 AC	
PROPOSED PAVEMENT	0.04 AC	
TOTAL	0.23 AC	4.87%
CITY OF BEE CAVE		
BUILDING	0.17 AC	
PAVEMENT	0.89 AC	
SIDEWALK	0.08 AC	
GRAVEL PATH	0.12 AC	
GRAVEL PARKING	0.25 AC	
TOTAL	1.51 AC	32.29%
TOTAL SITE	4.81 AC	
TOTAL WOOD	2.00 AC	
TOTAL UPLAND AREA	4.47 AC	
TOTAL IMPERVIOUS	1.74 AC	39.01%
TOTAL IMPERVIOUS ALLOWED	1.77 AC	40.00%

EXHIBIT "C"

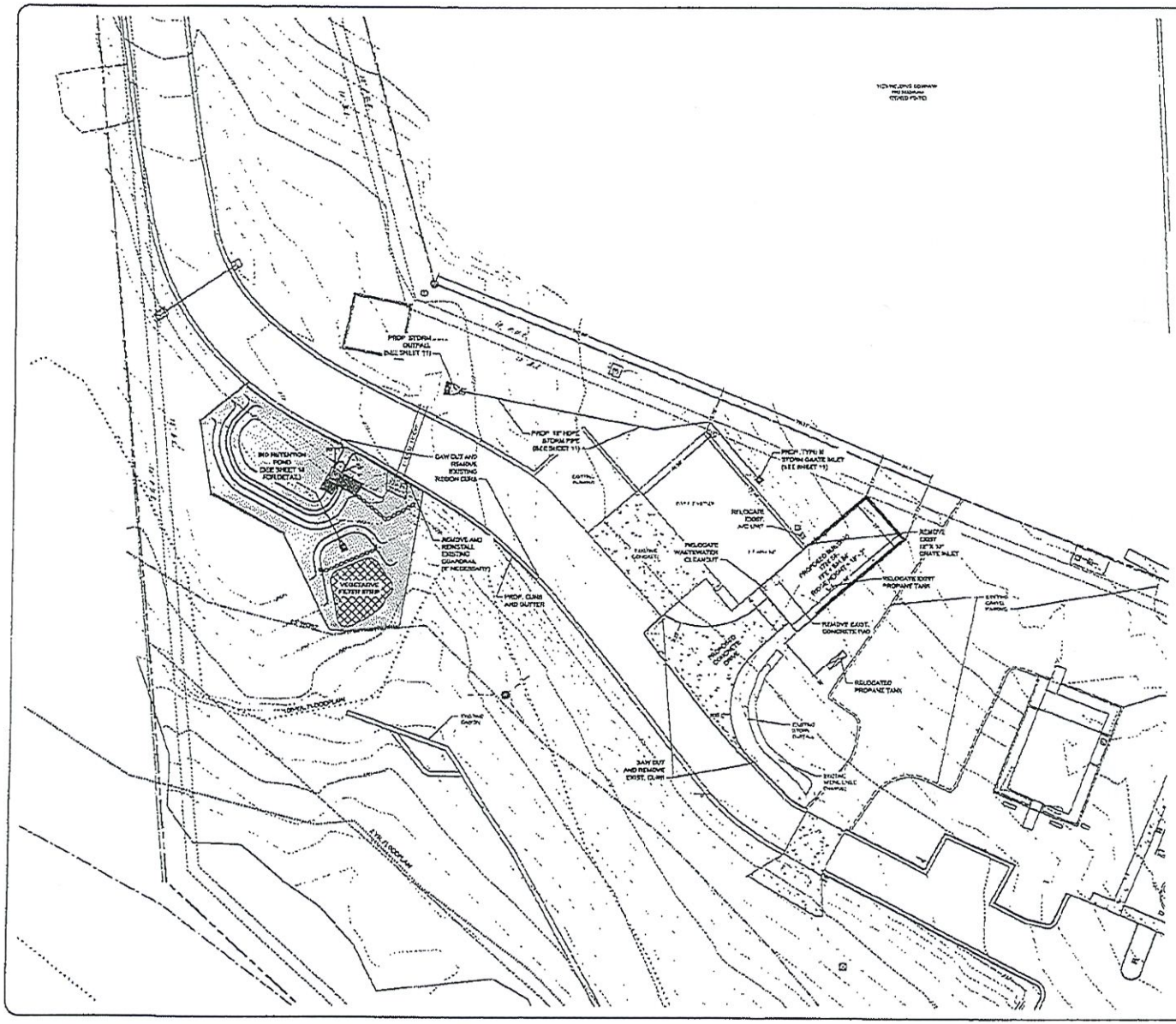
BEE CAVE FIRE STATION
BEE CAVE, TEXAS

SITE PLAN

Malone/Wheeler, Inc.
Engineering & Development Consultants
7500 Rialto Blvd., Bldg. I, Suite 100
Austin, Texas 78735
Phone (512) 892-2587 Fax (512) 892-0655
Firm Registration No. F-762

DESIGNED BY: TMC
CHECKED BY: MP
APPROVED BY: DMM
DATE: 6/30/2010

SHEET 09 OF 14



PROPOSED

IMPERVIOUS COVER		
LAND IN LAKE TRAVIS FIRE DISTRICT		
EXISTING BUILDING	0.07 AC	
EXISTING PAVEMENT	0.01 AC	
PROPOSED BUILDING	0.04 AC	
PROPOSED PAVEMENT	0.04 AC	
TOTAL	0.20 AC	4.30%
CITY OF BEE CAVE		
BUILDING	0.17 AC	
PAVEMENT	0.06 AC	
SIDEWALK	0.01 AC	
GRAVEL PATH	0.12 AC	
GRAVEL PARKING	0.25 AC	
TOTAL	1.44 AC	33.29%
TOTAL SITE	5.51 AC	
TOTAL WOES	2.09 AC	
TOTAL UPLANDS AREA	4.43 AC	
TOTAL IMPERVIOUS	1.76 AC	39.81%
TOTAL IMPERVIOUS ALLOWED	1.77 AC	40.00%

EXHIBIT "D"

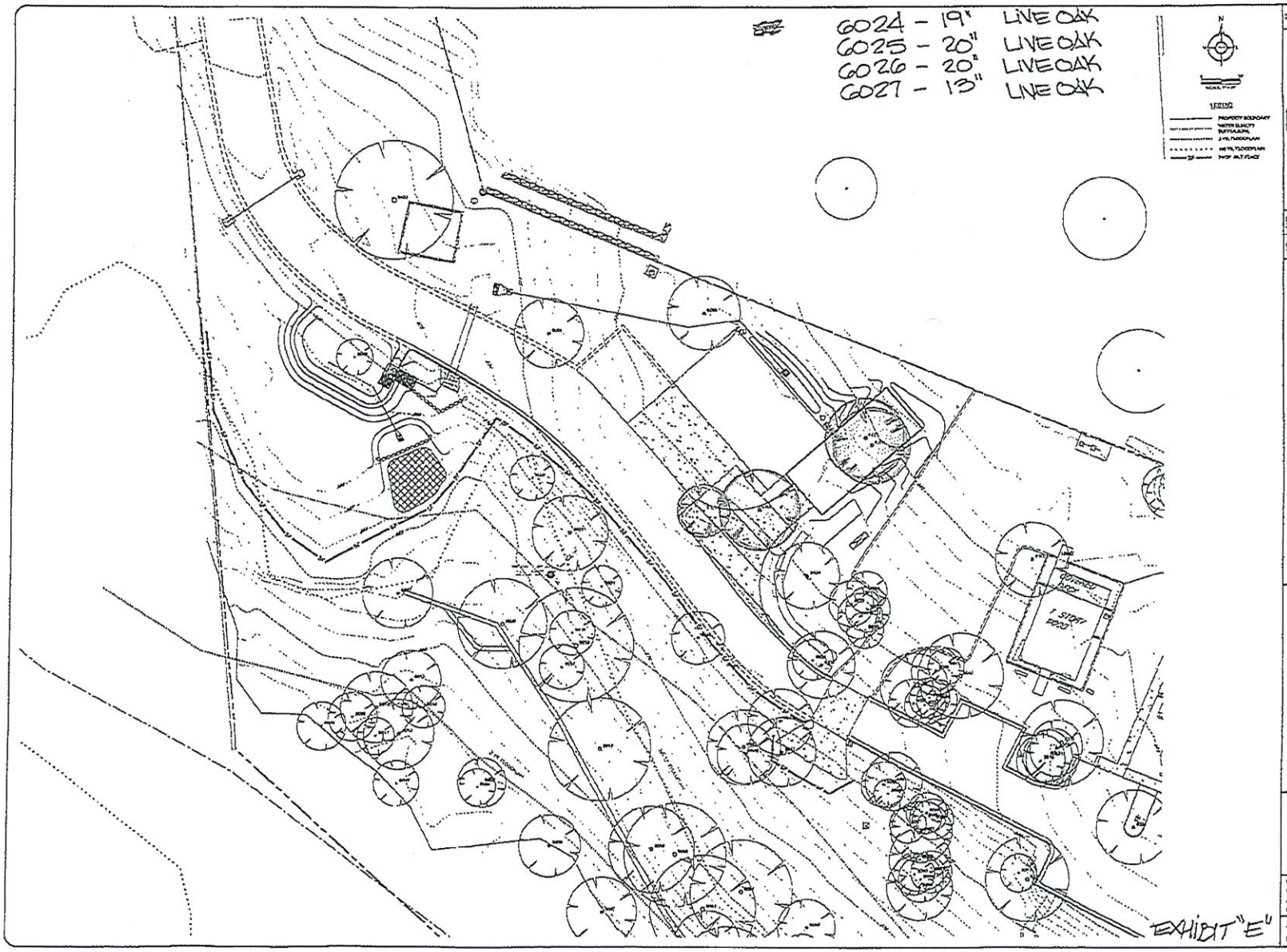
BEE CAVE FIRE STATION
BEE CAVE, TEXAS

SITE PLAN

Malone/Wheeler, Inc.

DESIGNED BY: TMK
CHECKED BY: MF
APPROVED BY: DRM
DATE: 06/30/2010

SHEET 09
OF 14



BEE CAVE FIRE STATION
BEE CAVE, TEXAS

EROSION & SEDIMENTATION CONTROL PLAN

Malone/Wheeler, Inc.

DESIGN BY: VHL
CHECKED BY: JKV
APPROVED BY: CRM
DATE: 9/27/99

SHEET 12 OF 14

LEASE AGREEMENT

1. PARTIES: This Lease Agreement is between Travis County Rural Fire District Five (the Lessee) and the Village of Bee Cave, Texas (the Lessor).

2. LEASED PROPERTY: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the real property more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes (hereafter "Leased Property").

3. LEASE TERM: The initial term of this lease shall commence on Nov. 10 1994 and end on Dec 31, 2044. This Lease Agreement will be automatically renewed on a month to month basis unless written notice of termination is given by either party at least thirty (30) days before the end of the above lease term or renewal or extension period or unless another Lease Agreement is signed by both parties.

4. RENT: Lessee shall pay rent in the amount of $10.00 for the term of the lease, payable in advance and without demand at the City Hall in Bee Cave, Texas.

5. USE OF LEASED PREMISES: The Leased Property shall be used and occupied by Lessee for Fire Prevention and Protection purposes only. This includes the erection of improvements, but only for those purposes. All improvements shall be constructed in accordance with Village of Bee Cave ordinances and are subject to any permit fees required by the Village. Lessee shall not assign this Lease Agreement or sublet any part of the Leased Property without the written consent of the Lessor. In no event shall the Leased Property be used for any unlawful purpose.

6. HAZARDOUS MATERIALS: Lessee agrees to prevent the presence, use, generation, release, discharge, storage, disposal or transportation of any hazardous materials on, in, above, to or from the Leased Property other than in strict compliance with all applicable federal, state and local law, regulations or orders. Furthermore, with regard to hazardous materials used, stored, disposed, or suffered to be used, stored, or disposed by Lessee from and after the commencement date of this Lease Agreement, Lessee shall indemnify, defend, and hold Lessor harmless from and against

(1) any loss, cost, expense, claim or liability arising out of any investigation, monitoring, cleanup, containment, removal, storage, or restoration work (Remedial Work) required by, or incurred by Lessor or any non-governmental entity or person in a reasonable belief that such work is required by any applicable federal, state, or local law, governmental agency or political subdivision, and
(2) any claims of third parties for loss, injury, expense or damage arising out of the presence, release or discharge of any hazardous materials on, under, in, above, to or from the Leased Property. This indemnification provision shall not be applicable in the case of Remedial Work or claims in connection with hazardous materials which were in, on, or under the Leased Property before the effective date of this Lease Agreement ("Prior Hazardous Materials). Except with regard to Prior Hazardous Materials, in the event that Remedial Work is required under applicable law, Lessee shall perform or cause to be preformed the Remedial Work in compliance with such applicable law. In the event that Lessee shall fail to commence the Remedial Work in a timely fashion or fail to timely complete such Remedial Work, Lessor may, but shall not be required to, cause the Remedial Work to be performed, subject to the indemnification provisions of this section 6.

7. CONDITION OF PROPERTY: Lessee is familiar with the condition of and accepts the Leased property in "As Is" condition except as follows: Lessor shall, within a reasonable time after effective date of this Lease Agreement and before Lessee substantially completes the construction of any building(s) on the Leased Property, grant an easement across Lessor's surrounding property for Lessee's benefit for the duration of this Lease Agreement and any extensions and renewals thereof suitable for (i) an entry road to the Leased Property from State Highway 71 and (ii) all facilities necessary for the provisions of water, sewer, gas, electric utility service to the Leased Property. Lessor shall pay one-half the cost of: (1) construction and maintenance of the entry road from State Highway 71 suitable for use by fire fighting vehicles and equipment; and (2) a water tap to provide water service to the Leased Property. Lessor shall pay its share of the cost of an entry road and a water tap as provided in this paragraph when such costs are due and payable to third party providers of labor and materials for same.

Lessee shall share the cost of improvements to be made to Lessor's surrounding property (the "Joint Costs"), such as natural gas lines, septic tanks, wastewater lines, landscaping, which either enhance the Leased Property, or which shall serve both Lessor's surrounding property and the Leased Property. The terms of any and all agreements for sharing the joint costs may be reduced to writing and attached as an addendum to this Lease Agreement. Except as otherwise provided in this Lease Agreement, all improvements to the Leased Property shall be constructed and maintained by Lessee.

8. ALTERATIONS AND IMPROVEMENTS: Any improvements to the Leased Property by Lessee shall be done in full compliance with all federal, state, county, and local laws and codes. Lessor reserves the right to review and approve plans for improvements prior to construction to ensure coordination with Lessor's current and future use of the site. Any improvements shall remain the property of the Lessee and shall be removed at the end of the Lease Agreement term unless such removal shall damage the site. If property is removed, then the site shall be returned to its original state or to a state acceptable to the Lessor.

9. REPAIRS AND MAINTENANCE: Lessee shall maintain the improvements and the ground in a condition which will not detract from the overall use of the tract. All improvements will be maintained in compliance with all applicable codes.

10. INDEMNITY: Lessee shall indemnify Lessor from the claims of Lessee and all third parties for injury (including death) or damage to the person or property of such third party arising from use or occupancy of the Leased Property, regardless of whether such claims are based upon the negligence or Lessor or Lessor and any other person. This indemnification shall include all costs and expenses incurred by Lessor, including attorney's fees.

11. INSURANCE: Lessee and Lessor shall each maintain such insurance on the improvements and Leased Property as each party deems appropriate to cover the risks assumed during the term of this Lease Agreement.

12. DEFAULT: In the event Lessee fails to reimburse Lessor for damages or repairs when due under this Lease Agreement, or materially and repeatedly violates this Lease Agreement or applicable law, or abandons the Leased Property, then Lessor or Lessor's representative may terminate Lessee's right to occupancy by giving Lessee at least thirty (30) days notice in writing.

13. NO ORAL AGREEMENTS: No oral agreements or statements have been made relating to this Lease Agreement and this Lease Agreement shall not be amended or modified except by an Agreement in writing by Lessor and Lessee referring specifically to this Lease Agreement.

14. PRIOR AGREEMENT: In the event that any prior agreement is discovered or claimed by either party then such claim is superceded by this Lease Agreement.

EXECUTED this 10th day of November, 1994.

Travis County Fire District
President

Attested to by:

Village of Bee Cave
Mayor

Attested to by:

STATE OF TEXAS)(
COUNTY OF TEXAS)(

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WAS FILED IN MY OFFICE AT 10:30 A.M. ON THIS THE 14th DAY OF November, 199 AND DULY RECORDED AT 10:30 A.M. ON THIS THE 14th DAY OF November, 1994, IN THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, IN VOLUME 94 AT PAGE(S) 47, 48

?WITNESS MY HAND AND SEAL OF THE COURT OF TRAVIS COUNTY, TEXAS, THIS 14th DAY OF November, 1994.

CLERK OF THE COUNTY COURT
TRAVIS COUNTY, TEXAS

DEPUTY FILING

V. LEAL

1. ALL STREET CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE "STANDARDS OF CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS", CONTAINED IN MINUTE ORDER 8596, TRAVIS COUNTY COMMISSIONERS COURT, TRAVIS COUNTY, TEXAS.

2. ALL STREET SIGNS REQUIRED BY THE VILLAGE OF BEE CAVE SHALL BE INSTALLED BY THE SUBDIVIDER/OWNER AND AT THE EXPENSE OF THE SUBDIVIDER/OWNER.

3. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE ON THE LAND, A COMMUNITY SOURCE OR A PUBLIC UTILITY SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR USE AND OPERATION, AND WHICH IS APPROVED BY THE TEXAS WATER COMMISSION.

4. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL INSPECTION AND APPROVAL BY THE DESIGNATED VILLAGE OF BEE CAVE OFFICIAL OF AN ON-SITE WASTE DISPOSAL SYSTEM INSTALLED IN ACCORDANCE WITH RULES AND REGULATIONS OF THE VILLAGE OF BEE CAVE ORDINANCE NO. 89-06-08, GOVERNING SEPTIC SYSTEMS, OR CONNECTION TO A PUBLIC SEWER SYSTEM.

5. THE PORTION OF THIS TRACT WITHIN THE BOUNDARIES OF THE 100-YEAR FLOODPLAIN HAS BEEN DEFINED USING THE LIMITS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP PANEL #48453C0335 E FOR TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS, EFFECTIVE JUNE 16, 1993. THE 100-YEAR FLOODPLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENT(S) AS SHOWN HEREON.

6. NO IMPROVEMENTS OR MODIFICATIONS MAY BE MADE WITHIN THE FLOODPLAIN WITHOUT THE APPROVAL OF THE VILLAGE OF VILLAGE OF BEE CAVE.

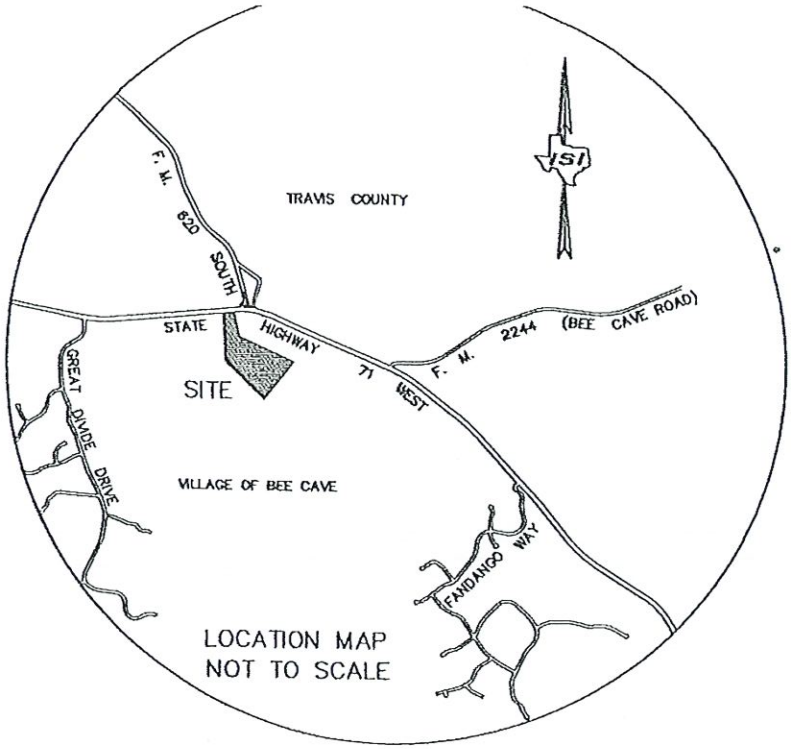
7. ALL DRAINAGE EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS ASSIGNS.

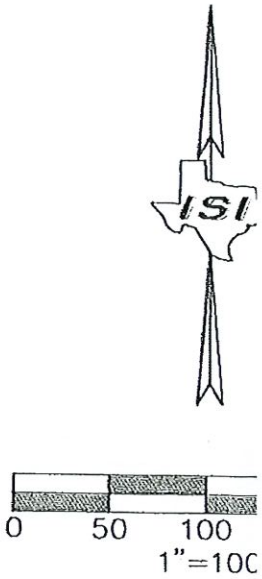
8. DEVELOPMENT OF THE PROPERTY SHALL NOT BE STARTED UNTIL A SITE PLAN AND NON-POINT SOURCE POLLUTION CONTROL PLAN, AS REQUIRED BY VILLAGE OF BEE CAVE ORDINANCE NO. 89-11 AND NO. 90-1, HAVE BEEN APPROVED BY THE VILLAGE OF BEE CAVE.

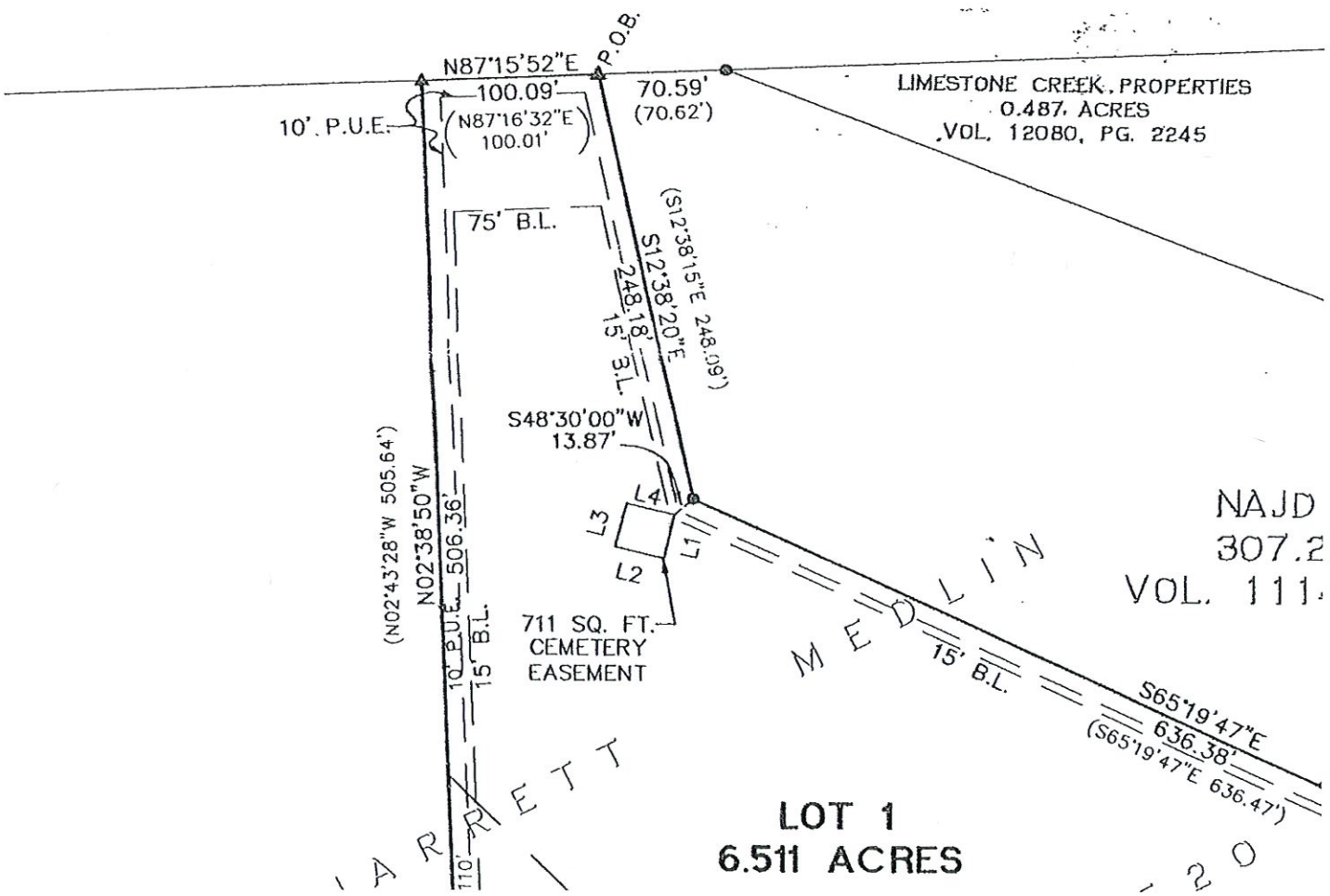
9. THIS PROPERTY IS LOCATED IN THE CORPORATE LIMITS OF THE VILLAGE OF BEE CAVE, TRAVIS COUNTY, TEXAS.

10. THIS PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROAD.

11. ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE VILLAGE OF BEE CAVE, TEXAS SIGN ORDINANCE.


TRAVIS COUNTY
F. M. 620 SOUTH
STATE HIGHWAY 71 WEST
F. M. 2244 (BEE CAVE ROAD)
SITE
GREAT DIVIDE DRIVE
VILLAGE OF BEE CAVE
FANDANGO WAY
LOCATION MAP
NOT TO SCALE


0
50
100
1"=100


STATE HIGHWAY NO. 71 (150' R.O.W.)
P.O.B.
N87°15'52"E
100.09'
(N87°16'32"E 100.01')
10' P.U.E.
70.59'
(70.62')
LIMESTONE CREEK PROPERTIES
0.487 ACRES
VOL. 12080, PG. 2245
75' B.L.
S12°38'20"E 248.18'
(S12°38'15"E 248.09')
15' B.L.
S48°30'00"W
13.87'
L1
L2
L3
L4
711 SQ. FT.
CEMETERY
EASEMENT
N02°38'50"W 506.36'
(N02°43'28"W 505.64')
10' P.U.E.
15' B.L.
110'
15' B.L.
S65°19'47"E
636.38'
(S65°19'47"E 636.47')
LOT 1
6.511 ACRES

ID

IND

MENT

6.511 Acres
Jarrett Medlin Survey No. 620
City of Bee Cave

FN No.
Februc
Job Nc

DESCRIPTION

OF A 6.511 ACRE TRACT OR PARCEL OF LAND OUT OF AND PART
MEDLIN SURVEY NO. 520, SITUATED IN TRAVIS COUNTY, TEXAS
THAT CERTAIN 6.50 ACRE TRACT CONVEYED TO THE VILLAGE OF
GENERAL LAW MUNICIPALITY, BY DEED OF RECORD IN VOLUME 11
THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; THE S
BEING OUT OF THAT CERTAIN 307.28 ACRE TRACT CONVEYED TO
DEED OF RECORD IN VOLUME 11141, PAGE 1308 OF THE SAID RE
RECORDS; THE SAID 6.511 ACRES BEING MORE PARTICULARLY DE
AND BOUNDS AS FOLLOWS:

BEGINNING at a 60D nail in a fence post found in the sou
way line of State Highway No. 71, a dedicated public roc
wide right-of-way), same being the northerly line of the
tract, for the most northerly corner of the said 6.50 ac
tract described herein; from which point of beginning, c
found for the western-most corner of that certain 0.487
conveyed to Limestone Creek Properties by deed of recorc
Page 2245 of the said Real Property Records, bears N87°1
said right-of-way line, a distance of 70.59 feet;

THENCE, leaving the south line of the said State Highwa
way, going over, across and through the said 307.28 acre
easterly, southerly and westerly lines of the said 6.50
following five (5) courses and distances:

1) S12°38'20"E, 248.18 feet to a 1/2 inch iron rod fou
point;

2) S65°19'47"E, 636.38 feet to a 1/2 inch iron rod fou
corner, for the most easterly corner of the herein

3) S38°12'49"W, 504.62 feet to a 1/2 inch iron rod fou
corner for the most southerly corner of the herein

4) N45°14'33"W, 559.12 feet to a 1/2 inch iron rod fou
point;

5) N02°38'50"W, 506.36 feet to a 60D nail in a fence p
southerly line of said State Highway No. 71 for the
of the said 6.50 acre tract and the tract shown her

THENCE, N87°15'52"E, along the south line of said Highwc
north line of the said 6.50 acre tract and the north lir
307.28 acre tract, a distance of 100.09 feet to the POIN
containing 6.511 acres of land area, more or less, withi
bounds.

PLAT RECORD, TRAVIS COUNTY, TEXAS

STATE OF TEXAS)(

KNOW ALL MEN BY THESE PI

COUNTY OF TRAVIS)(

THAT THE VILLAGE OF BEE CAVE, TEXAS, A TEXAS GENERAL LAW MUNICIPALITY, ACTING HEREIN BY AND THROUGH ITS AGENT GENE BUTL MAYOR, OWNER OF THAT CERTAIN 6.511 ACRE TRACT OR PARCEL OF LAN OF THE JARRETT MEDLIN SURVEY NO. 520, SITUATED IN TRAVIS COUNT BEING ALL THAT LAND CONVEYED TO US BY DEED OF RECORD IN VOLUME PAGE 69 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, HEREBY SUBDIVIDE SAID 6.511 ACRES AS SHOWN HEREON TO BE HEREAF KNOWN AS "PARK PLACE", AND DO HEREBY DEDICATE TO THE PUBLIC FO ALL STREETS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, RIGHTS-OF AND PUBLIC PLACES, AS SHOWN HEREON, SUBJECT TO ANY EASEMENTS A RIGHTS-OF-WAY HERETOFORE GRANTED AND NOT RELEASED.

Gene Butler

GENE BUTLER, MAYOR
VILLAGE OF BEE CAVE
13225 WEST HIGHWAY 71
AUSTIN, TEXAS 78738

STATE OF TEXAS)(
COUNTY OF TRAVIS)(

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSON APPEARED GENE BUTLER KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 4th DAY OF

John F. Fi

NOTARY PUBLIC IN AND FOR TRAVIS COUNTY, THE STATE OF TEXAS

JOHN F. FIGER
MY COMMISSION EXPIRES
April 17, 1997

PRINTED NAME: JOHN F. Figer

MY COMMISSION EXPIRES: 4-17-97

STATE OF TEXAS)(
COUNTY OF TRAVIS)(

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURV THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERT MADE ON THE GROUND UNDER MY SUPERVISION.

PATRICK A. SMITH
REGISTERED PROFESSIONAL LAND
SURVEYOR, TEXAS NO. 4303

STATE OF TEXAS
REGISTERED
PATRICK A. SMITH
4280
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS)(
COUNTY OF TRAVIS)(

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PROPER ENGINEI CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT AND IT MEETS THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE VILLAGE OF I TEXAS. I FURTHER CERTIFY THAT THE 100-YEAR FLOODPLAIN, AS SI

City Council Meeting
8/8/2023
Agenda Item Transmittal

Agenda Item:	**13.**
Agenda Title:	**Discuss and consider action regarding unauthorized parking in commercial lots in and around Bee Cave including overnight parking.**
Council Action:	**Discussion and possible action**
Department:	**City Manager**
Staff Contact:	**Clint Garza**

1. INTRODUCTION/PURPOSE

Item requested by Mayor King.

2. DESCRIPTION/JUSTIFICATION

a) Background

In recent weeks residents have complained about overnight parking of non-motor vehicles such as watercraft in commercial parking lots.

Section 3.4.2B.3.(iii) of the UDC addresses parking in residential areas only and does not provide guidance on commercial parking.

b) Issues and Analysis

Staff and counsel will take feedback from this discussion and draft an ordinance for later adoption, if necessary.

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
8/8/2023
Agenda Item Transmittal

Agenda Item:	**14.**
Agenda Title:	**Legislative update on transportation issues.**
Council Action:	
Department:	**City Manager**
Staff Contact:	**Ryan Henry, City Attorney**

1. INTRODUCTION/PURPOSE

Legislative update regarding transportation issues.

2. DESCRIPTION/JUSTIFICATION

a) Background

City Attorney Ryan Henry will present this item.

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
8/8/2023
Agenda Item Transmittal

Agenda Item:	**15.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
8/8/2023
Agenda Item Transmittal

Agenda Item:	**15.B.**
Agenda Title:	**Consultation with Attorney regarding pending litigation styled Citizens for Preservation of The Brown Property v. City of Bee Cave.**
Council Action:	
Department:	**City Manager**
Staff Contact:	**Clint Garza, City Manager**

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

City Council Meeting
8/8/2023
Agenda Item Transmittal