AGENDA

Regular Meeting

City Council

Tuesday, September 12, 2023

6:00 PM, City Hall

4000 Galleria Parkway

Bee Cave, Texas 78738-3104

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

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

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

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

6. Staff Comments

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

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

7. Consent Agenda

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

A. Consider approval of the minutes of the Regular Session conducted on August 22, 2023.
B. Consider Proclamation for World's Teacher Day 2023.

8. Discuss and consider action on Resolution No. 2023-15 declaring the City's intent to annex a portion of State Highway 71 Right-Of-Way of an approximate total of 11.4 acres

9. Discuss and consider action to amend the Service Agreement with Turner & Townsend Heery formerly operating under CBRE Heery.

10. Discuss and consider action on signature & execution of a Joint Facilities Design Interlocal Agreement with the Travis County Emergency Services District No. 6 for the real estate purchase and subsequent design of the Joint Facilities Project (Bee Cave Public Safety Building Project).

11. Discuss and consider action on Supplemental Agreement No. 1 to the Interlocal Agreement with the State of Texas for the installation and reimbursement for the operation and maintenance of traffic control devices.

12. Discuss and consider action on the Central Park Master Plan.

13. Discuss and consider action to authorize staff to proceed with an RFQ for design services for Central Park.

14. Discuss and consider action to adopt the new Bee Cave Logo.

15. Discuss and consider action on the appointment of members to the Bee

Cave Development Corporation.

16. Close Regular Meeting

17. Open Executive Session

Open Executive Session. Executive session in accordance with the Texas Government Code, Section 551-072 – Deliberation regarding real property; Section 551.074 – Personnel Matters-to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee. and Section 551.071 - Consultation with Attorney regarding pending or contemplated litigation or a settlement offer, or on any matters in which the Attorney has a duty to the City under the Texas Disciplinary Rules of Professional Conduct that clearly conflicts with the provisions of the Open Meetings Law. A quorum of the City Council will be present for the executive session.

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

B. Personnel – City Manager

C. Personnel – Board and Commission member appointments for: Bee Cave Development Corporation.

18. Close Executive Session

19. Open Regular Meeting

20. Consider action, if any, on Executive Session

21. 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 8th day of September, 2023 at 4:00 P.M. (Seal)

_____

Kaylynn Holloway, City Secretary

City Council Meeting
9/12/2023
Agenda Item Transmittal

Agenda Item:	**7.A.**
Agenda Title:	**Consider approval of the minutes of the Regular Session conducted on August 22, 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 August 22, 2023	Backup Material

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL
CITY OF BEE CAVE
August 22, 2023

STATE OF TEXAS §
COUNTY OF TRAVIS §

Present:

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

Absent:

Kara King, Mayor
Courtney Hohl, Council Member

City Staff:

Clint Garza, City Manager
Kaylynn Holloway, City Secretary
Ryan Henry, City Attorney
Brian Jones, Police Chief
Travis Askey, Finance Director
Kevin Sawtelle, City Engineer
Logan Maurer, Engineer
Amanda Padilla, Sr. City Planner
Sean Lapano, City Planner
Lanie Marcotte, Parks and Facilities Director
Jenny Hoff, Communications Director
Dori Kelley, Communications Specialist

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 Pro Tem Clark at 6:03 p.m. on Tuesday, August 22, 2023.

Recognition and moment of silence

Citizen Comments.

Veronica Putney, 13308 Overland Pass, expressed her concern about fire safety in the Homestead.

Staff Comments.

There were no staff comments at this time.

Consent Agenda.

A. **Consider approval of the minutes of the Regular Session conducted on August 8, 2023.**
B. **Proclamation authorizing recognition of September 18-22, 2023 as Falls Prevention Awareness Week.**
C. **Proclamation declaring September as City of Bee Cave and CAPCOG Preparedness Month.**

MOTION: A motion was made by Council Member Rebber, seconded by Council Member Hight, to approve Consent Agenda items A – C.

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

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

The motion carried 4-0.

Public hearing, discussion and possible action on Ordinance No. 513, an ordinance of the City of Bee Cave adopting an Annual Budget for Fiscal Year 2023-2024.

City Manager Clint Garza presented this item.

Mayor Pro Tem Clark opened the public hearing at 6:09 p.m.

There being no person wishing to provide public testimony, the public hearing closed at 6:09 p.m.

MOTION: A motion was made by Council Member Willott, seconded by Council Member Hight, to approve Ordinance No. 513, an ordinance of the City of Bee Cave adopting an Annual Budget for Fiscal Year 2023-2024.

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

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

The motion carried 4-0.

Public hearing, discussion and possible action on Ordinance No. 514, an ordinance of the City of Bee Cave approving the Certified Appraisal Roll for the City and adopting an Ad Valorem Tax Rate for Debt Service for the Fiscal Year 2023-2024.

Mr. Garza presented this item.

Mayor Pro Tem Clark opened the public hearing at 6:26 p.m.

There being no person wishing to provide public testimony, the public hearing closed at 6:26 p.m.

MOTION: A motion was made by Mayor Pro Tem Clark, seconded by Council Member Hight, that the property tax rate be increased by the adoption of a tax rate of $0.02 per $100.00 valuation, which is effectively a 0.17% increase in the tax rate and adopt Ordinance No. 514 approving the Certified Roll and setting the ad valorem tax rate at $0.02/$100 valuation.

A roll call vote was taken on the motion with the following result:

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

The motion carried 4-0.

MOTION: A motion was made by Mayor Pro Tem Clark, seconded by Council Member Hight, to ratify the tax rate adopted into the Budget.

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

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

The motion carried 4-0.

Discuss and consider action on Ordinance No. 515, an ordinance adopting a budget for FY 2023-2024 for the Bee Cave Development Corporation.

MOTION: A motion was made by Council Member Willott, seconded by Council Member Rebber, to approve Ordinance No. 515, an ordinance adopting a budget for FY 2023-2024 for the Bee Cave Development Corporation.

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

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

The motion carried 4-0.

Discuss and consider action on Site and NPS plans for the Pearl multi-family development located at 13400 Bee Cave Parkway, Bee Cave, TX including the following plans:

a. The Pearl at Bee Cave
b. Lot 3 Hill Country Galleria – Cross access driveway Improvements
c. Bee Cave Parkway Improvements
d. Crescent Tract Improvements

Engineer Logan Maurer presented this item. The purpose of this agenda item is to consider four (4) site plan approvals for the Pearl at Bee Cave multi-family development generally located northeast of the intersection of RR 620 and Bee Cave Parkway.

Paula Boyd, 4408 Tambre Bend, expressed concern about the traffic around the Pearl development.

MOTION: A motion was made by Council Member Rebber, seconded by Council Member Hight, to accept the Traffic Impact Analysis and to approve the Site and NPS plan for the Pearl at Bee Cave with the following conditions:

- Provide TxDOT approval for work in RR 620 ROW and the Cover Sheet signed by all applicable review agencies for final City signature.
- Per Ord. 22-480 Ex. C, Section II.E.8, post $322,000 with the City ($1,000 per dwelling unit on Tract B) to be used for the construction and maintenance of the pedestrian bridge.
- Post NPS fiscal security in the amount of $86,157 with the City.
- Revise the Workforce Housing Restrictive Covenant as necessary to adequately address the third-party compliance monitor and unit affordability issues. The final RC subject to the approval of the Bee Cave City Attorney. Note: the WFH RC is required to be recorded prior to issuance of the first Certificate of Occupancy for Tract B (The Pearl)
- Record with Travis County Public Records the following legal documents:
    - Sidewalk and Trail Easement
    - Water Quality Controls Easement
    - Repeal and replacement of the 2008 Water Quality Restrictive Covenant:
        Water Quality Restrictive Covenant
        Restrictive Covenant and Termination of Prior Restrictive Covenant o
    - Pedestrian Bridge Easement 12

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

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

The motion carried 4-0.

MOTION: A motion was made by Council Member Rebber, seconded by Council Member Hight, to approve the Site and NPS plan for Lot 3 Hill Country Galleria – Cross access driveway Improvements with the following condition: Provide the Cover Sheet signed by all applicable review agencies for final City signature

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

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

The motion carried 4-0.

MOTION: A motion was made by Council Member Rebber, seconded by Council Member Hight, to approve the Site and NPS plan for Bee Cave Parkway Improvements with the following conditions:

- Provide final updated plans for the Pedestrian Signal Beacon relocated adjacent to Driveway D.
- Provide the Cover Sheet signed by all applicable review agencies for final City signature.
- Post NPS and Infrastructure fiscal security in a final amount to be determined by an engineer's estimate.
- Record with Travis County Public Records the Median Maintenance Agreement.

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

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

The motion carried 4-0.

MOTION: A motion was made by Council Member Rebber, seconded by Council Member Hight, to approve the Site and NPS plan for Crescent Tract Improvements with the following condition: Record with Travis County Public Records the Crescent Tract Maintenance Agreement.

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

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

The motion carried 4-0.

Discuss and consider action on signature & execution of Shared Equity Interlocal Agreement with the Travis County Emergency Services District No. 6 for the real estate purchase related to the Joint Facilities Project (Bee Cave Public Safety Project).

Mr. Garza presented this item.

MOTION: A motion was made by Mayor Pro Tem Clark, seconded by Council Member Rebber, to approve and execute the Shared Equity Interlocal Agreement with the Travis County Emergency Services District No. 6 for the real estate purchase related to the Joint Facilities Project (Bee Cave Public Safety Project).

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

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

The motion carried 4-0.

Discuss and consider action on the Central Park Master Plan.

This item was not discussed during this meeting.

Discuss and consider action to authorize staff to proceed with an RFQ for design services for Central Park.

This item was not discussed during this meeting.

Discuss and consider action to adopt the new Bee Cave Logo.

This item was not discussed during this meeting.

Executive Session:

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

The City Council did not convene in Executive Session at this meeting.

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

The motion carried 4-0.

The City Council meeting adjourned at 6:54 p.m.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

_____
Kara King, Mayor

ATTEST:

_____
Kaylynn Holloway, City Secretary

City Council Meeting
9/12/2023
Agenda Item Transmittal

Agenda Item:	**7.B.**
Agenda Title:	**Consider Proclamation for World's Teacher Day 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

PROCLAMATION

CITY OF BEE CAVE WORLD TEACHERS' DAY
OCTOBER 5, 2023

WHEREAS, the City of Bee Cave's future strength depends on providing a high-quality education to all students; and

WHEREAS, teacher quality matters more to student achievement than any other school-related factor; and

WHEREAS, teachers spend countless hours preparing lesson plans and supporting students; and

WHEREAS, our Lake Travis Independent School District's teachers have demonstrated great resilience, adaptability and creativity during the COVID-19 crisis; and

WHEREAS, our community recognizes and supports its teachers in educating the children of this community; and

WHEREAS, #TeachersCan is a statewide movement supported by more than 150 partnering businesses and organizations committed to elevating the teaching profession and honoring the critical role teachers play in the success of Texas.

NOW, THEREFORE, BE IT RESOLVED that the City of Bee Cave joins #TeachersCan and its partnering entities across Texas in celebrating World Teachers' Day and proclaims October 5, 2023, to be City of Bee Cave's Teachers' Day; and

BE IT FURTHER RESOLVED that the Bee Cave City Council encourages members of our community to personally express appreciation to our teachers and display a light blue ribbon outside your homes or businesses the week of October 5 as a symbol of support for our Lake Travis Independent School's educators.

Adopted this 12th day of September, 2023

SIGNED: _____

Kara King, Mayor

City Council Meeting
9/12/2023
Agenda Item Transmittal

Agenda Item:	**8.**
Agenda Title:	**Discuss and consider action on Resolution No. 2023-15 declaring the City's intent to annex a portion of State Highway 71 Right-Of-Way of an approximate total of 11.4 acres**
Council Action:	**Discuss and Consider Action**
Department:	**Assistant City Manager**
Staff Contact:	**Lindsey Oskoui**

1. INTRODUCTION/PURPOSE

To begin the process of annexation an approximately 11.4 acre portion of SH 71 ROW from approximately the intersection of Vail Divide and State Highway 71to approximately 2,500' westward of the intersection.

2. DESCRIPTION/JUSTIFICATION

a) Background

Section 1.03 of the Home Rule Charter adopted by the citizens of Bee Cave in May 2013 states that"*The City may from time to time alter its boundaries by annexing any territory adjoining boundaries, as such boundaries may exists from time to time, in any size or shape desired in any manner provided by State law and by any other method provided by law for any type of incorporated municipali8ty, with or without consent of the owners of such territory or the inhabitants thereof. The City may from time to time alter its boundaries by disannexing any territory adjoining its boundaries; as such boundaries may exist from time to time, by passage of an ordinance describing the territory to be disannexed. Any additional territory annexed to the City shall be part of the City for all purposes, and the property situated therein shall bear its pro rata part of the taxes levied by the City as provided by State law. The inhabitants thereof shall be entitled to all right and privileges of all citizens and shall be bound by the acts, ordinances, and resolutions of the City."*

Each calendar year, a City may initiate annexation from within its Extraterritorial Jurisdiction an amount equal to up to 10 percent of the area within its City Limits. (Annexation due to land owner petition does not count against this cap). Any 'unused' acreage from the maximum allowed may be carried over to the next calendar year.

Texas Local Government Code Chapter 43 establishes a detailed process for how annexations must be completed, including, for an annexation of this type ("C-1"):

- preparation of a service plan;
- issuance of notice in the newspaper and via mail to property owners of the subject land and those within

200'; and

- two public hearings at City Council.

b) Issues and Analysis

Staff recommends beginning proceedings to annex an 11.4 acre area encompassing the right of way (ROW) of SH 71 located from approximately the intersection of Vail Divide and SH 71 to approximately 2,500' westward of that intersection, all of which is owned by Texas Department of Transportation (TXDOT). A survey is attached. This area generally includes SH 71 itself and all of the normal utilities and appurtenances found in a state ROW. There is no commercial development, nor residences. Adjacent neighbors include the Canyonside neighborhood and Bee Cave Primitive Park to the North and the Lake Travis Independent School District Bus Ban to the South. This area is outside of a Municipal Utility District.

Declaring intent is the first step in the annexation process. Approval of Resolution 2023-15 entails scheduling future dates for two public hearings and a date to consider adoption of the annexation ordinance. Our annexation calendar uses a projected adoption date of 11/14/2023. Given this, the two public hearings must be held between 10/5/2023 and 10/25/2023. One can be accommodated at a regular meeting, Tuesday 10/24/2023, but the second must be held at a special meeting, which is proposed to be on Monday 10/23/023 at 4:30pm.

The proposed annexation calendar is attached.

Annexation of this stretch of SH 71 completes incorporating all portions of SH 71 that were formerly within the City's Extraterritorial Jurisdiction.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

The rules in the Texas Local Government regarding the timing of each of the steps in annexation are very specific. Once this process is commenced, most dates cannot be modified without starting the process over.

5. RECOMMENDATION

Staff recommends approval of Resolution 2023-15. This item does not go to Planning & Zoning Commission.

ATTACHMENTS:

Description	Type
Draft Resolution 2023-15 - Initiating Intent to Annex	Resolution Letter
Map of Area Proposed to Be Annexed	Exhibit
Draft Annexation Calendar	Exhibit
Metes and Bounds	Backup Material

RESOLUTION NO. 2023-15

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BEE CAVE, TEXAS, DECLARING AN INTENT TO ANNEX A PORTION OF THE HIGHWAY 71 RIGHT OF WAY, OF AN APPROXIMATE TOTAL OF 11.4 ACRES; AUTHORIZING CITY STAFF TO POST AND SEND THE REQUIRED PUBLIC NOTICES, ORDERING THE SCHEDULING OF PUBLIC HEARINGS, DIRECTING CITY STAFF TO PREPARE A DRAFT ANNEXATION ORDINANCE FOR CITY COUNCIL'S CONSIDERATION AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City recognizes certain portions of the Highway 71 right-of-way described in the metes and bounds attached as Exhibit "A," (the "Property") lies outside of the City's municipal limits and in the City's extraterritorial jurisdiction; and

WHEREAS, the City Council finds it is in the best interest of the citizens and public to annex such Property into the City's municipal limits; and

WHEREAS, the City is authorized to annex an area of land which is a road and right-of-way; and

WHEREAS, the City Council hereby shall schedule public hearings, order a service plan to be prepared and notice be published, and otherwise shall comply with the legal requirements for annexation; and

WHEREAS, the area proposed for annexation is contiguous to the city limits of the City; and

WHEREAS, the area proposed for annexation, if annexed, would not exceed the maximum amount of area allowed for annexation per year by the City; and

WHEREAS, the City Council finds that proceeding forward with the annexation process is in the best interest of the public and the City.

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

SECTION 1.
The Council hereby adopts and finds to be true the recitals set out in the preamble to this resolution and they are incorporated for all purposes giving effect to this resolution.

SECTION 2.
Council expressly declares Council's intention to commence with public hearings required to commence the annexation process.

SECTION 3.
Council authorizes and orders the city manager to prepare a service plan that provides for the extension of full municipal services to the Property.

SECTION 4.
Council authorizes and orders the city manager to give written notice of the proposed annexation as required by law.

SECTION 5.
Council authorizes and orders the city manager to schedule two (2) public hearings to allow for the opportunity of persons interested in the proposed annexation to be heard. Such public hearings shall be scheduled for October 23, 2023 at 4:30 p.m., and for October 24, 2023 at 6:00 p.m.

SECTION 6.
Council authorizes and orders the city manager to post notice of two (2) scheduled public hearings in a newspaper of general circulation in the municipality and area proposed for annexation as well as on the City's web site, stating that the completed annexation of the area will expand the municipality's extraterritorial jurisdiction, describing the area that would be newly included in the municipality's extraterritorial jurisdiction, stating the purpose of the extraterritorial jurisdiction, and describing municipal ordinances that would be applicable to subdivision and property development within the Property.

SECTION 7.
Council authorizes and orders the city manager to create, or contract for the creation of, and make publicly available a digital map that identifies the area proposed for annexation and any area that would be newly included in the municipality's extraterritorial jurisdiction as a result of the proposed annexation in a format widely used by common geographic information system software or in any other widely used electronic format.

SECTION 8.
Council authorizes and orders the city manager to prepare or have prepared such other maps and documents as legally required for the proposed annexation.

DULY PASSED AND APPROVED, on the _____ day of _____, 2023 at a regular meeting of the City Council of Bee Cave, Texas, which was held in compliance with the Open Meetings Act, Tex. Gov't Code § 551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF BEE CAVE, TEXAS

_____
Kara King, *Mayor*

ATTEST:

_____
Kaylyn Holloway, *City Secretary*

APPROVED:

_____

Ryan S. Henry, *City Attorney*

SH 71
Vail Divide

DRAFT ANNEXATION CALENDAR:
11.4 acres of SH 71 ROW between Vail Divide/SH 71 Int and ~2,500' west of intersection

COMMENCEMENT		
Adopt Resolution	Tue 12 Sep 2023	Council adopts **RESOLUTION** directing staff to begin annexation process: prepare service plan, set public hearings.
SERVICE PLAN		
Deadline to Prepare Svc Plan	Sat 23 Sep 2023	Same date notices are mailed.
MAILED NOTICES		
Deadline to Mail Notices	Sat 23 Sep 2023	Notices to owners of properties being annexed, service providers, RR company, State Highway Department, etc. Notice must be mailed 30 days prior to first public hearing. Send regular and certified mail.
NEWSPAPER NOTICES		
Overlapping Date Range for Mailed Notices	Wed 4 Oct 2023 to Mon 9 Oct 2023	Notices must be published no fewer than 10 days before public hearing and no more than 20 days.

	20 Days Prior	10 Days Prior
First Public Hearing		
Mon 23 Oct 2023	Tue 3 Oct 2023	Fri 13 Oct 2023
Second Public Hearing		
Tue 24 Oct 2023	Wed 4 Oct 2023	Sat 14 Oct 2023

For hearing dates Mon 23 Oct 2023 and Tue 24 Oct 2023 their overlapping publishing dates are:

Wed 4 Oct 2023 to Mon 9 Oct 2023

Actual publication Date for Public Hearing 1	Wed 4 Oct 2023	If an overlapping date range exists, dates in cell B17 and B20 should be made to be the the same. If there is a Wednesday in the overlapping date range, it should be chosen so publication can be put in the LTV, which is cheaper than the Statesman.
LTV Deadline	*Wed 27 Sep 2023 by 12pm*	LTV publishes on Wednesday; deadline is the preceding Wednesday by **noon**. Doublecheck returned LTV deadline because it needs to be at least one week prior to the publication date.
Statesman Deadline	*Mon 2 Oct 2023 by 3pm*	Statesman publishes every day **except Saturday**. Need to send it in by 3p. Monday--> Thursday 3p Tuesday-->Friday 3p Wednesday --> Monday 3p Thursday--> Tuesday 3p Friday --> Wednesday 3p Saturday--> N/A
Actual publication Date for Public Hearing 2	Wed 4 Oct 2023	If an overlapping date range exists, dates in cell B17 and B20 should be made to be the the same. If there is a Wednesday in the overlapping date range, it should be chosen so publication can be put in the LTV, which is cheaper than the Statesman.
LTV Deadline	*Wed 27 Sep 2023 by 12pm*	LTV publishes on Wednesday; deadline is the preceding Wednesday by **noon**. Doublecheck returned LTV deadline because it needs to be at least one week prior to the publication date.

Statesman Deadline	*Mon 2 Oct 2023 by 3pm*	Statesman publishes every day **except Saturday**. Need to send it in by 3p. Monday--> Thursday 3p Tuesday-->Friday 3p Wednesday --> Monday 3p Thursday--> Tuesday 3p Friday --> Wednesday 3p Saturday--> N/A Sunday--> Thursday 3pm
HEARINGS		
Public Hearing Date Range	Thu 5 Oct 2023 to Wed 25 Oct 2023	Period during which two public hearings must be held—both must occur no fewer than 20 days and no more than 40 days preceding adoption date. **One of the hearings is likely to need to be a special meeting**
First Hearing Date	Mon 23 Oct 2023	Special Meeting. 4:30pm
Second Hearing Date	Tue 24 Oct 2023	Regularly scheduled meeting. 6 pm
ADOPTION		
Adoption Date	Tue 14 Nov 2023	Regular Council meeting. **ORDINANCE** needed. Metes and bounds and service plan attached.

DOUCET

7401B Highway 71 West, Suite 160, Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601
Doucetengineers.com

"Exhibit "------"

11.13 Acre Highway 71 Annexation Tract Description **D&A Job No. 2051-003**
Travis County, Texas **September 8, 2023**

DESCRIPTION

BEING A 11.13 ACRE TRACT OF LAND IN THE T.C. RR. CO. SURVEY, ABSTRACT NUMBER 2259, AND THE T.C. RR. CO. SURVEY, ABSTRACT NUMBER 2525, TRAVIS COUNTY, TEXAS, SAID 11.13 ACRE TRACT OF LAND BEING A PORTION OF STATE HIGHWAY 71 (A VARIABLE WIDTH RIGHT-OF-WAY), DESCRIBED IN A DEED TO THE STATE OF TEXAS IN VOLUME 790, PAGE 582, DEED RECORDS, TRAVIS COUNTY, TEXAS, SAID 11.13 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point on the north right-of-way line of said State Highway 71, for the southernmost southeast corner of Final Plat of Lot 1A, 1B and 1C, Block A of Falconhead West, Phase 1, Section 2 & Phase 2, a subdivision of record in Document Number 201700231 of the Official Public Records, Travis County, Texas [O.P.R.T.C.T.], same being the southwest corner of a called 22.997 acre tract described in a deed to Protestant Episcopal Church Council of the Diocese of Texas, recorded in Document Number 2018104077, O.P.R.T.C.T., and the northeast corner of the tract described herein;

THENCE over and across said State Highway 71, S28°04'41"W, a distance of 162.74 feet to a calculated point in the south right-of-way line of State Highway 71, for the northwest corner of Bella Colinas Commercial Plat, a subdivision of record in Document Number 201600051 O.P.R.T.C.T., same being the northeast corner of a called 136.059 acre tract of land described in a deed to Lake Travis Independent School District in Document Number 2010014061, O.P.R.T.C.T., and the southeast corner of the tract described herein;

THENCE with the south right-of-way line of said State Highway 71, same being the north line of said Lake Travis Independent School District tract, and the south line of the tract described herein, the following three (3) courses and distances:

1) N84°33'47"W, a distance of 168.86 feet to a calculated point of curvature,

2) With a curve to the left, defined by an arc length of 1,531.04 feet, a radius of 5,639.33 feet, a delta angle of 15°33'19", and a chord which bears S87°39'02"W, a distance of 1,526.34 feet to a calculated point of tangency, and

3) S79°54'05"W, at distance of 276.48 feet passing a calculated point for the northwest corner of said Lake Travis Independent School District Tract, same being the northeast corner of Sweetwater Crossing Lot 9, Block A Final Plat, a subdivision of record in Document Number 201700109 O.P.R.T.C.T., continuing for a total of 986.80 feet to a calculated point of curvature in the common line of State Highway 71 and the north line of said Sweetwater Crossing Lot 9, Block A Final Plat, and the south line of the tract described herein;

THENCE with the south right-of-way line of said State Highway 71, same being the north line of said Sweetwater Crossing Lot 9, Block A Final Plat, and with said curve to the right, defined by an arc length of 63.83 feet, a radius of 1,522.37 feet, a delta angle of 02°24'09", and a chord which bears S80°57'37"W, for a distance of 63.83 feet, to a calculated point for a northwestern corner of said Sweetwater Crossing Lot 9, Block A Final Plat, same being the northeastern corner of Sweetwater Crossing Phase One Final Plat, a subdivision of record described in Document Number 201700299 O.P.R.T.C.T., also being a point on curve to the right for the tract described herein;

THENCE with the south right-of-way line of said State Highway 71, same being the north line of said Sweetwater Crossing Phase One Final Plat, and continuing with a curve to the right, defined by an arc length of 340.85 feet, a radius of 1,522.37 feet, a delta angle of 12°49'41", and a chord which bears S88°34'54"W, for a distance of 340.14 feet, to a calculated point for the southwest corner of the tract described herein;

(CONTINUED ON NEXT PAGE)

7401B Highway 71 West, Suite 160, Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601
Doucetengineers.com

THENCE over and across the said State Highway 71 right-of-way, N00°00'00"E, a distance of 178.80 feet to a calculated point in the north right-of-way line of State Highway 71, for the southwest corner of Mansions at Lakeway, a subdivision of record in Document Number 201300276, O.P.R.T.C.T., same being the southwest corner of Falconhead West Phase 1, Section 2 & Phase 2 Final Plat, a subdivision of record in Document Number 200800106, O.P.R.T.C.T., for a point of curvature and the northwest corner of the tract described herein;

THENCE with the north right-of-way line of said State Highway 71, same being the south line of said Falconhead West Phase 1, Section 2 & Phase 2 Final Plat, and the north line of the tract described herein, the following four (4) courses and distances;

1. With a curve to the left, defined by an arc length of 373.01 feet, a radius of 1,342.39 feet, a delta angle of 15°55'15", and a chord which bears N87°42'00E, for a distance of 371.81 feet, to a calculated point,

2. N83°41'22"E, a distance of 447.21 feet to a calculated point,

3. N79°50'35"E, a distance of 541.10 feet to a calculated point of curvature, and

4. With a curve to the right, defined by an arc length of 1,051.53 feet, a radius of 5,789.58 feet, a delta angle of 10°24'23", and a chord which bears N85°02'47E, for a distance of 1,050.09 feet, to a calculated point on curve to the right, said point being on the west right-of-way line of Vail Divide (a variable width right-of-way) as described in Document Number 200800106, O.P.R.T.C.T.,

THENCE with the north right-of-way line of said State Highway 71, same being the south line of said Vail Divide, also being the north line of the tract described herein with said curve to the right, defined by an arc length of 100.27 feet, a radius of 5,789.58 feet, a delta angle of 0°59'32", and a chord which bears S89°15'16E, for a distance of 100.27 feet, to a calculated point on curve to the right, being a southwest corner of Final Plat of Lot 1A, 1B, and 1C, Block A of Falconhead West, Phase 1, Section 2, & Phase 2, a subdivision of record in described in Document Number 201700231, O.P.R.T.C.T.,

(CONTINUED ON NEXT PAGE)

DOUCET

7401B Highway 71 West, Suite 160, Austin, TX 78735
Office: 512.583.2600
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THENCE continuing with the north right-of-way line of said State Highway 71, and the south line of said Final Plat of Lot 1A, 1B, and 1C, Block A of Falconhead West, Phase 1, Section 2, & Phase 2, the following two (2) courses and distances;

1. With said curve to the right, defined by an arc length of 419.47 feet, a radius of 5,789.58 feet, a delta angle of 04°09'04", and a chord which bears N86°40'57E, for a distance of 419.38 feet, to a calculated point of tangency, and

2. S84°36'22"E, a distance of 231.62 feet to the **POINT OF BEGINNING** and containing 11.13 acres, more or less.

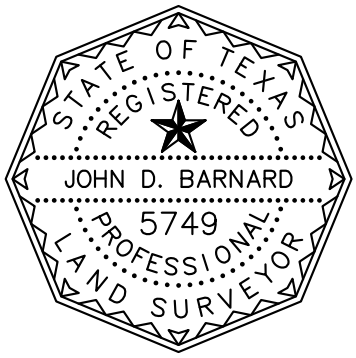
Basis of bearings is the N87°39'02"E, a distance of 1,526.34 feet from said Lake Travis Independent School District Tract, Document Number 2010014061 [O.P.R.T.C.T.].

Units: U.S. Survey Feet.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

09/08/2023

John Barnard Date
Registered Professional Land Surveyor
Texas Registration No. 5749
Doucet & Associates
JBarnard@DoucetEngineers.com
TBPELS Firm Registration No. 10105800

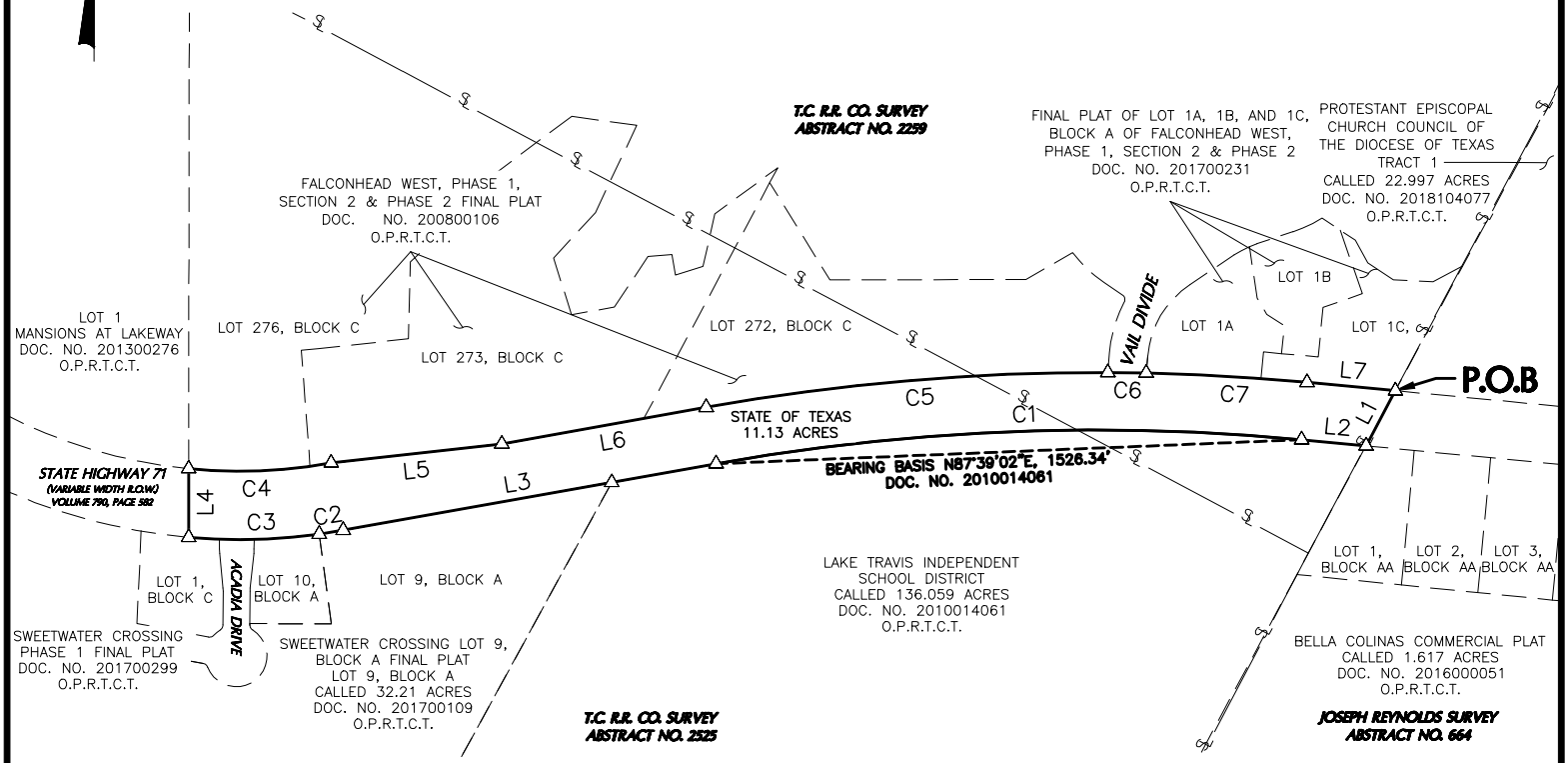


COMMITMENT YOU EXPECT | EXPERIENCE YOU NEED | PEOPLE YOU TRUST

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	1,531.04'	5,639.33'	15°33'19"	S87°39'02"W	1,526.34'
C2	63.83'	1,522.37'	2°24'09"	S80°57'37"W	63.83'
C3	340.85'	1,522.37'	12°49'41"	S88°34'54"W	340.14'
C4	373.01'	1,342.39'	15°55'15"	N87°42'00"E	371.81'
C5	1,051.53'	5,789.58'	10°24'23"	N85°02'47"E	1,050.09'
C6	100.27'	5,789.58'	0°59'32"	S89°15'16"E	100.27'
C7	419.47'	5,789.58'	4°09'04"	S86°40'57"E	419.38'

LEGEND

———	PROPERTY LINE
— — — —	ADJOINER PROPERTY LINE
——— ℄ ———	APPROXIMATE SURVEY LINE
△	CALCULATED POINT
P.O.B.	POINT OF BEGINNING
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S28°04'41"W	162.74'
L2	N84°33'47"W	168.86'
L3	S79°54'05"W	986.80'
L4	N00°00'00"E	178.80'
L5	N83°41'22"E	447.21'
L6	N79°50'35"E	541.10'
L7	S84°36'22"E	231.62'

SURVEYOR'S NOTE:

ALL BEARINGS, DISTANCES AND CURVES SHOWN HEREON ARE RECORD AND DO NOT REFLECT THE THE RESULTS OF AN ON THE GROUND SURVEY.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

0 1" 2"

GRAPHIC SCALE: 1" = 500'

11.13 ACRE TRACT EXHIBIT

CITY OF BEE CAVE, TRAVIS COUNTY, TEXAS

DOUCET

Civil Engineering // Entitlements // Geospatial
7401 B. Highway 71 W, Ste. 160
Austin, TX 78735, Tel: (512)-583-2600
www.doucetengineers.com
TBPELS Firm Number: 3937
TBPELS Firm Number: 10194551

Date:	09/08/2023
Scale:	1" = 500'
Drawn by:	BSS
Reviewer:	JA/JB
Project:	2051-003
Sheet:	4 of 4
Field Book:	N/A
Party Chief:	N/A
Survey Date:	9/7/2023

X:\Departments\Geospatial\Projects\2051-003 Highway 71 Annexation\CAD\dwg\Active - Exhibits\Highway 71 Annexation - ANNEX EXHIBIT - SRF.dwg

City Council Meeting
9/12/2023
Agenda Item Transmittal

Agenda Item:	**9.**
Agenda Title:	**Discuss and consider action to amend the Service Agreement with Turner & Townsend Heery formerly operating under CBRE Heery.**
Council Action:	**Consideration & Approval**
Department:	**Administration**
Staff Contact:	**Clint Garza/Chelsea Maldonado T&T Heery**

1. INTRODUCTION/PURPOSE

Discuss and consider action to amend the Service Agreement with Turner & Townsend Heery formerly operating under CBRE Heery.

2. DESCRIPTION/JUSTIFICATION

a) Background

Turner & Townsend Heery has submitted an amendment to the existing executed professional services agreement with The City of Bee Cave. In summary the amendment shall address the following changes: (1) A reflection of the legal name change from CBRE Heery to Turner & Townsend Heery due to an internal transfer of Heery ownership to Turner and Townsend, a CBRE affiliate. (2) formal acknowledgement of the Central Park Improvements project as a scope item to be addressed by Turner & Townsend Heery including a schedule extension and formal adjustment of staffing fee structure to accommodate new projected schedule and scope.

b) Issues and Analysis

Regarding the name change amendment, Turner & Townsend Heery has provided a recommended letter amendment to be signed and added to the existing agreement. T&T Heery is agreeable to adjusting or revising at the recommendation of City of Bee Cave legal.

Separately, a supplemental scope and schedule revision letter is attached for review and approval. This seeks to identify any supplementary scope acknowledgements to sustain an ODR (owners designated representative) role for Bee Cave Central Park as well as provide an updated staffing fee and schedule that is reflective of schedule adjustments needed for the CIP (inclusive of all projects).

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

ATTACHMENTS:

	Description	Type
🗋	TURNER & TOWNSEND HEERY_NAME CHANGE LETTER AMENDMENT	Backup Material

Turner & Townsend Heery

April 10, 2023

500 W. 2nd St. Ste. 1700
Austin, TX
78701

512.499.4900
www.turnerandtownsend.com

Clint Garza
City of Bee Cave
4000 Galleria Parkway
Bee Cave, Texas, 78738
cgarza@beecavetexas.gov

For the attention of Clint Garza

Dear Mr. Garza,

Re: Transfer of Ownership & Name Change of CBRE Heery, LLC
Amendment to Contract

As you may be aware, the ownership of CBRE Heery, LLC changed on January 1 as our ownership transferred to Turner & Townsend, Inc., a CBRE affiliate. We'd like you to understand a few things about the sale. First, only the stock of Heery was transferred. Whereas we were owned by CBRE, Inc. previously, our new owner is Turner & Townsend, Inc. There has been no merger, consolidation, or sale of assets of our company. All our employees and management remain the same. Our Federal Identification number is the same. Since the transfer, it has been business as usual for our company, which means the level of commitment and service to you as our client is unaltered.

Since we are now part of Turner & Townsend, you should also know that the name of CBRE Heery, LLC was recently changed to Turner & Townsend Heery, LLC. Going forward, we will generally refer to ourselves as Turner & Townsend Heery. For your records, attached is a new W-9 form reflecting our new name.

One of the purposes of this letter is to find out how you wish to amend the contract between the parties to address our new name. We are willing to submit a formal change order or contract amendment if you prefer. However, another, perhaps simpler way to accomplish this is through a letter amendment as set forth below. If you are comfortable with the letter amendment, we ask that you sign below indicating your agreement and scan a copy back to the undersigned. Please do not hesitate to contact me with any questions.

Very truly yours,

Chelsea Maldonado
Associate Project Manager
Turner & Townsend Heery
e: Chelsea.maldonado@turntown.com

Copy:
Lindsey Oskoui – Assistant City Manager

Ryan Henry – Law Offices of Ryan Henry

Letter Amendment to Contract Dated March 28, 2022 (the "Contract")
Between CBRE Heery and City of Bee Cave

For valuable consideration, the parties amend the Contract as follows:

A. Name. Wherever in the Contract, its exhibits and prior amendments, the name "CBRE Heery, Inc. or LLC" appears it is hereby revised to read "Turner & Townsend Heery, LLC"
B. "CBRE Heery." Wherever the abbreviation "CBRE Heery" appears it is revised to read "Turner & Townsend Heery."
C. All other terms and conditions of the Contract shall remain in full force and effect.

So agreed as of the date set forth above.

City of Bee Cave

_____
By: Kara King
Its: City of Bee Cave Mayor

Turner & Townsend Heery, LLC

_____
By: Christopher Fields
Its: Vice-President

City Council Meeting
9/12/2023
Agenda Item Transmittal

Agenda Item:	**10.**
Agenda Title:	**Discuss and consider action on signature & execution of a Joint Facilities Design Interlocal Agreement with the Travis County Emergency Services District No. 6 for the real estate purchase and subsequent design of the Joint Facilities Project (Bee Cave Public Safety Building Project).**
Council Action:	**Consideration & Approval**
Department:	**Administration**
Staff Contact:	**Clint Garza/Ryan Henry/Chelsea Maldonado T&T Heery**

1. INTRODUCTION/PURPOSE

Discuss and consider action on signature & execution of a Joint Facilities Design Interlocal Agreement with the Travis County Emergency Services District No. 6 for the real estate purchase and subsequent design of the Joint Facilities Project (Bee Cave Public Safety Building Project).

2. DESCRIPTION/JUSTIFICATION

a) Background

City of Bee Cave Staff, Ryan Henry (Thomas Gwosdz), Turner & Townsend Heery, and Lake Travis Fire rescue have engaged in a cooperative effort to establish an Interlocal Cooperation Agreement with the purpose of establishing and defining roles of each partner in the design of the Public Safety Building Project.

b) Issues and Analysis

The attached Interlocal Cooperation Agreement establishes the roles and responsibilities of each of the partners (City of Bee Cave & Lake Travis Fire Rescue), including provisions for conflict resolution. The execution of this ILC will allow the partners to subsequently proceed with the joint design of the new public safety building that will house both City of Bee Cave Police Department and Lake Travis Fire Rescue.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Review & Approval

ATTACHMENTS:

	Description	Type
🗋	0907 2023 Interlocal coop agreement_COBCLTFR	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 the Adjoining Property owned by the City and is under the existing facility lease agreement attached hereto as Exhibit "A" (the "Current Facility Lease"); and

WHEREAS, City's current facility is situated on the Adjoining Property; 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; and

WHEREAS, both Partners agree that should the Project not come to fruition as planned, LTFR's Current Facility Lease will remain in full force and effect; and

WHEREAS, the Partners may use multiple funding sources in the design and implementation of 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; and

WHEREAS, the Partners determined that the Adjoining Property does not meet the needs of the intended Project and have shared in the cost of the acquisition of the Property on which the Project is to be constructed;

NOW, THEREFORE, for 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 purposes of this ILA are to establish and define the roles of each Partner in relation to the planning and design of the Project; to provide for the Partners' expectations regarding the construction and operation of the Project, the full terms of which shall be provided in separate agreements between the Partners; and to provide for disposition of the Property in the event of termination of this Agreement.

II. Definitions

For the purposes of this ILA (including as used in the Recitals of this ILA), the following terms shall have the meanings ascribed as follows:

"Adjoining Property" means the real property described in the attached Exhibit "B".

"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.

"Joint Facilities Agreement" means the agreement of the Partners to establish the rights of ownership and occupation of the Project by the Partners.

"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 have been the subject of requests for public funding to be constructed on the Property, with certain aspects or facilities serving the Project to be located on the Adjoining Property as may be determined during the design phase of the Project. Excluded from the term "Project" is the proportion of any public street, utility infrastructure, and other improvements, 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.

"Property" means the real property described in the attached Exhibit "C", purchased by the City, and thereafter a one-half interest in which was purchased by LTFR from the City pursuant to the Shared Equity Agreement.

"Shared Equity Agreement" means the Shared Equity Interlocal Agreement by and between the City of Bee Cave and Travis County Emergency Services District No. 6 for the Purchase of Real Estate for the Joint Facilities Project dated on or about August 24, 2023, for purchase by LTFR from the City of an undivided one-half interest in the Property.

"Termination Fee" means the amount determined to be the anticipated cost to either redesign the Project or design a substitute facility to be used by a Partner after the other Partner has terminated this Agreement and which is stipulated in Paragraph I of this ILA and which may be adjusted by written agreement of the Partners. To the extent that the Termination Fee may be construed as liquidated damages, the Partners agree that actual damages are difficult or impossible to ascertain and that the Termination Fee is a reasonable forecast of actual damages in lieu of the time, cost, and difficulty of ascertaining the actual damages.

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 finalized procurement for contracts with each of the Consultants for the Project. The City shall ensure that LTFR is named as an additional insured according to its interest in the Consultant agreements as applicable. The City shall use commercially reasonable efforts to obtain the agreement of each Consultant for inclusion in any agreements regarding the Project or, as necessary, 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 a 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 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 and the ODR 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. If the use of commercially reasonable efforts is insufficient to obtain an agreement by a Consultant for third-party beneficiary status of LTFR, the Partners shall, for portions of the Project in which the Partners shared an expense, share (i) costs incurred in pursuing claims against a Consultant in connection with improvements comprising part of the Project, the cost of which improvements are shared by the Partners; and (ii) any recovery with respect to improvements described in (i). Each Partner's share of such costs and recoveries shall be proportionate with the Partner's share of the cost of the construction of the improvement(s) that are the subject of the claim, or such other fair and equitable manner for apportioning costs and recoveries as may be reasonable and fair. In the event that the Partners agree to share the cost of pursuing one or more claims pertaining to part(s) of the Project, the cost of construction of which was not shared by the Partners, each Partner shall share in the recovery on such claims to the same extent that the Partner shared in the cost of pursuing such claim(s), provided that the full amount of any such recovery is used to repair or replace the improvements that are the subject of such claim(s) unless otherwise agreed by the Partners. The City shall pursue any claim or remedy, at LTFR's request and cost, against a Consultant for the performance of an obligation with respect to the Project. By way of example only, such a claim could include a warranty claim or a claim for failure to construct in accordance with contract documents.

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 a 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. Except as otherwise expressly permitted by the ODR, communications by and with the Consultants shall be through the City.

F. 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 occurring after full execution of this Agreement 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.

G. 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 "D". 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 III of this Agreement. The Partners shall then have no further obligations toward each other with regard to the design, construction, or ownership of the Project except as provided in Paragraphs I and J of this Section on Agreements, and 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 pursuant to the Shared Equity Agreement as provided in Paragraph N of this Agreement; and LTFR shall convey to the City the interest in the Property conveyed by the City to LTFR pursuant to the Shared Equity Agreement. Notwithstanding the foregoing, the Partners acknowledge that as of the effective date of this Agreement, not all contracts with Consultants have been finally negotiated, and payment provisions as to one or more Consultants are not yet determined. By way as an example only, a Consultant's compensation may be on such terms that the precise amount owing to such Consultant at the time of any termination pursuant to this Paragraph G may not be known, such as where a Consultant's total compensation is a percentage of the cost of the Project and/or is payable only at the end of defined phases of the development and construction of the Project. As applicable, the Partners shall in good faith reasonably calculate the proportion of amounts earned by an affected Consultant as of the date of termination of this Agreement pursuant to this Paragraph G. The amount payable for a Consultant's fees and costs shall be deferred as applicable, until the time payment is due to the Consultant.

H. 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. An indication of acceptance between the Partners shall not constitute a waiver of any defects or omissions in the design documents as to any third party.

I. Payment Upon Termination. In the event that either Partner terminates this Agreement pursuant to Section V, the terminating Partner shall pay to the other Partner the following percentage of the Termination Fee, which the Partners stipulate shall be $____.

1. If the termination occurs prior to the acceptance of the schematic design, the terminating Partner shall pay an amount equal to 30% of the Termination Fee.
2. If the termination occurs after acceptance of the schematic design but prior to the acceptance of the design development phase, the terminating Partner shall pay an amount equal to 50% of the Termination Fee.
3. If the termination occurs after acceptance of design development phase but prior to the acceptance of the construction document phase, the terminating Partner shall pay an amount equal to 90% of the Termination Fee plus 100% of the incurred cost of early procurement items that are no longer used in the Project and of which the non-terminating Partner does not take sole possession.
4. If the termination occurs after acceptance of construction document phase but prior to the completion of the issued for permit or issued for construction phase documents, the terminating Partner shall pay an amount equal to 100% of the Termination Fee plus 100% of the incurred cost of early procurement items that are no longer used in the Project and of which the non-terminating Partner does not take sole possession.

J. Mutual termination by the Partners. If the Partners agree to mutual termination of this Agreement at any time after the effective date of this Agreement, each Partner shall be responsible for payment of all fees and costs paid or payable to a Consultant according to the Partner's proportionate share of such cost as provided in this Agreement, unless otherwise specified in writing in a document executed by the Partners that references this Agreement with reasonable particularity to fairly identify this Agreement.

K. Joint Facilities Project Location. The Joint Facilities Project for City and LTFR shall be located on the Property, and, as applicable as provided in Paragraph O of this ILA, on the Adjoining Property on terms provided in this Agreement.

L. Joint Facilities Agreement and Project Construction ILA. LTFR and City will enter into a Joint Facilities Agreement and a Project Construction ILA within a reasonable time after the design of the Project is substantially complete. The Partners anticipate that the Project Construction ILA will provide for a division of separate and joint construction cost responsibilities and procedures during the construction phase of the Project as set out in the attached Exhibit "E", which may be adjusted as fair and equitable and to account for unanticipated costs and additions or changes to the Project, and to account for the event

that the size or cost of construction of the parts of the Project to be separately owned and used by the Partners is not substantially the same, or in the event of unequal ownership or control of land comprising the Project property or other improvement included on the Project property. The Joint Facility Agreement shall provide for ownership, management, maintenance, and control of the Project after construction that are anticipated to include the terms set out on the attached Exhibit "F", subject to equitable adjustment as applicable to the Project Construction ILA. The Partners shall reasonably and in good faith cooperate in making any future amendments to either of such agreements as reasonably necessary to equitably account for unanticipated changes in the construction of the Project after such agreement is executed. In the event the Partners are unable to agree on the need for or the terms of an equitable change to the parameters for cost responsibility, ownership, management, and maintenance as set out in Exhibits "E" and "F", either Partner may terminate this Agreement, which shall be deemed a mutually agreed termination.

M. Current Facility Lease. LTFR's current facility is situated on the Adjoining Property. 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. 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 pursuant to the Shared Equity Agreement in exchange for re-conveyance by LTFR to the City of the interest in the Property LTFR acquired pursuant to the Shared Equity Agreement. Payment and re-conveyance shall occur not later than 90 days following termination of this Agreement pursuant to Section V of this Agreement.

O. To the extent that a part of the Project or any facility or improvement serving the Project (such as drainage, water quality or utility facilities) is located on the Adjoining Property, the City will convey to LTFR a nonexclusive easement on and across each such part of the Adjoining Property for the limited purpose of maintaining, repairing, replacing, and using such portion of the Project or such facilities.

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 a conflict related to design decisions 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 this Agreement.

Entire Agreement

This Agreement constitutes the entire Agreement between the Partners on the subject matter hereof 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 the earlier of the completion of construction of the Project, or one year after the date this Agreement is earlier terminated pursuant to Article V of this Agreement.

Either Partner may terminate this ILA, as provided in Article III or in the event of a material breach of an obligation by the other Partner that is not timely cured. If a Partner intends to terminate this Agreement as a result of a material breach, the Partner must provide to the breaching Partner a written notice of intent to terminate, identifying the breach or default and providing thirty (30) days for the breaching Partner to cure the breach on or before the expiration of such 30 days by performing the defaulted obligation or, if such breach cannot reasonably be cured within 30 days, responding with an acceptable plan to cure the breach, which plan shall not unreasonably be rejected.

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

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

ATTEST:	TRAVIS COUNTY ESD NO. 6:
_____	_____
JESSICA CLINTON Secretary	SHILOH NEWMAN President

Initials: ___ City ___ LTFR

EXHIBIT A

EXHIBIT A

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, 1994, 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.

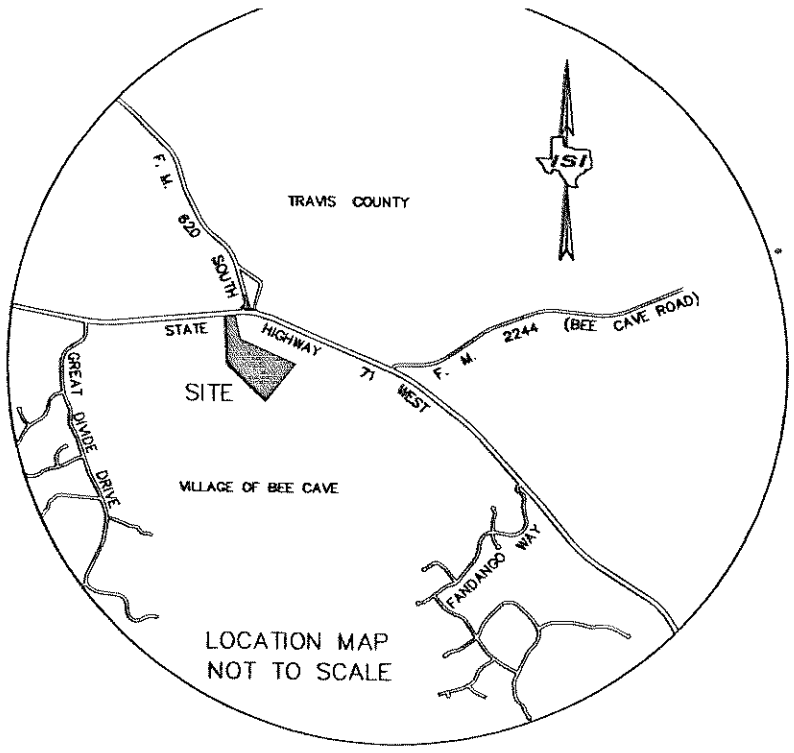
10. THIS PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROAD.

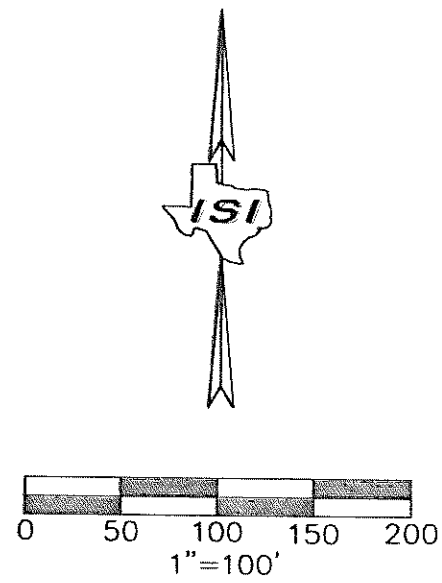
11. ALL DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE VILLAGE OF BEE CAVE, TEXAS SIGN ORDINANCE.

12. THE MINIMUM ELEVATION FOR THE TOP OF SLAB OR LOWEST FLOOR ELEVATION OF ANY STRUCTURE CONSTRUCTED ON THIS LOT SHALL BE ONE FOOT ABOVE THE 100-YEAR FLOODPLAIN, OR IN ACCORDANCE WITH INFORMATION OBTAINED FROM F.E.M.A. FLOOD INSURANCE RATE MAPS; ELEVATION 863 FEET.

SUBDIVISION PLAT OF
PARK PLACE
A 6.511 ACRE SUBDIVISION
SITUATED IN THE
JARRETT MEDLIN SURVEY NO. 620
VILLAGE OF BEE CAVE, TRAVIS COUNTY, TEXAS

ENGINEER:	SURVEYOR:		
TUMCO CONSULTANTS, INC.	ISI INTERSTATE SURVEYING, INC. Surveying & Mapping Services 3530 Bee Cave Road, #202 Austin, Texas 78746 (512) 329-9176 FAX 329-8576	Scale: 1"=100' Date: 02/21/94 Disk: #10 Book: #094 Drawn by: L.R.S. File: 29-03PL2.DWG Approved by: P.A.S. Project No.: 029-03	SHEET 2 OF 2

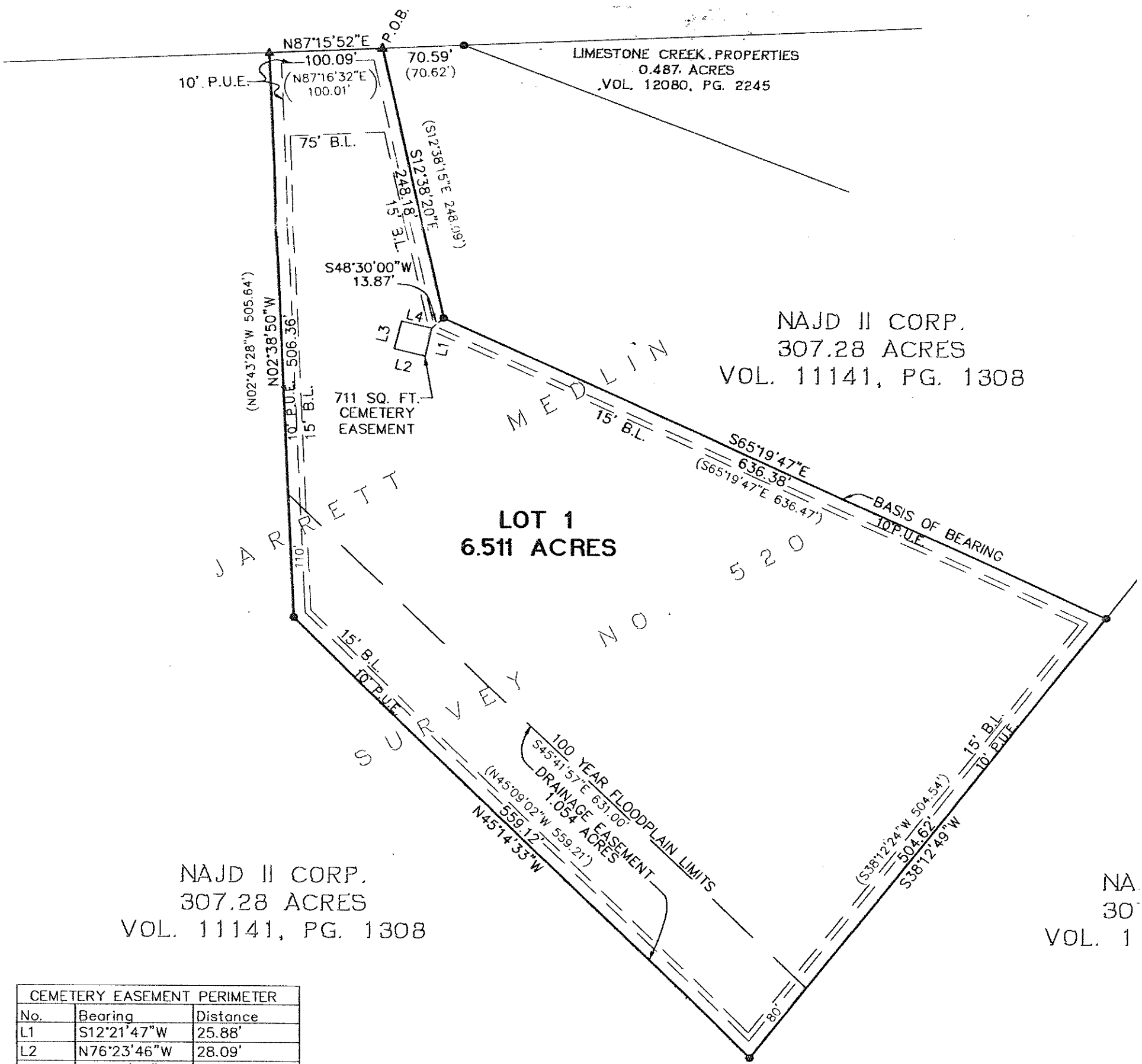




LEGEND

●	1/2" IRO
O	IRON ROD
⊙	IRON PIPE
▲	60D NAIL
⊗	COTTON S
■	MONUMEN
B.L.	BUILDING
P.U.E.	PUBLIC U
P.O.B.	POINT OF
( )	RECORD I

STATE HIGHWAY NO. 71 (150' R.O.W.)



CEMETERY EASEMENT PERIMETER		
No.	Bearing	Distance
L1	S12°21'47"W	25.88'
L2	N76°23'46"W	28.09'
L3	N14°42'24"E	25.75'
L4	S76°39'41"E	27.03'

ND

UND

EMENT

N

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

FN No. 072
February 21, 1994
Job No. 029-03

DESCRIPTION

OF A 6.511 ACRE TRACT OR PARCEL OF LAND OUT OF AND PART OF THE JARRETT MEDLIN SURVEY NO. 520, SITUATED IN TRAVIS COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN 6.50 ACRE TRACT CONVEYED TO THE VILLAGE OF BEE CAVE, A TEXAS GENERAL LAW MUNICIPALITY, BY DEED OF RECORD IN VOLUME 11874, PAGE 69 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; THE SAID 6.50 ACRES BEING OUT OF THAT CERTAIN 307.28 ACRE TRACT CONVEYED TO NAJD II CORP. BY DEED OF RECORD IN VOLUME 11141, PAGE 1308 OF THE SAID REAL PROPERTY RECORDS; THE SAID 6.511 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 60D nail in a fence post found in the southerly right-of-way line of State Highway No. 71, a dedicated public roadway (150 foot wide right-of-way), same being the northerly line of the said 307.28 acre tract, for the most northerly corner of the said 6.50 acre tract and the tract described herein; from which point of beginning, a 1/2 inch iron rod found for the western-most corner of that certain 0.487 Acre tract conveyed to Limestone Creek Properties by deed of record in Volume 12080, Page 2245 of the said Real Property Records, bears N87°15'52"E, along the said right-of-way line, a distance of 70.59 feet;

THENCE, leaving the south line of the said State Highway No. 71 right-of-way, going over, across and through the said 307.28 acre tract, along the easterly, southerly and westerly lines of the said 6.50 acre tract, the following five (5) courses and distances:

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

2) S65°19'47"E, 636.38 feet to a 1/2 inch iron rod found near a fence corner, for the most easterly corner of the herein described tract;

3) S38°12'49"W, 504.62 feet to a 1/2 inch iron rod found near a fence corner for the most southerly corner of the herein described tract;

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

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

THENCE, N87°15'52"E, along the south line of said Highway, same being the north line of the said 6.50 acre tract and the north line of the said 307.28 acre tract, a distance of 100.09 feet to the POINT OF BEGINNING, containing 6.511 acres of land area, more or less, within these metes and bounds.

CORP.
ACRES
PG. 1308

SUBDIVISION PLAT OF
PARK PLACE
A 6.511 ACRE SUBDIVISION
SITUATED IN THE
JARRETT MEDLIN SURVEY NO. 620
VILLAGE OF BEE CAVE, TRAVIS COUNTY, TEXAS

ENGINEER:	SURVEYOR:	
TUMCO CONSULTANTS, INC.	ISI INTERSTATE SURVEYING, INC. Surveying & Mapping Services 3530 Bee Cave Road, #202 (512) 329-9176 Austin, Texas 78746 FAX 329-8576	Scale: 1"=100' Date: 02/21/94
		Disk: #10 Book: #094
		Drawn by: L.R.S.
		File: 29-03PL1.DWG
		Approved by: P.A.S.
		Project No.: 029-03

PLAT RECORD, TRAVIS COUNTY, TEXAS

STATE OF TEXAS)(
COUNTY OF TRAVIS)(

KNOW ALL MEN BY THESE PRESENTS)(

THAT THE VILLAGE OF BEE CAVE, TEXAS, A TEXAS GENERAL LAW MUNICIPALITY, ACTING HEREIN BY AND THROUGH ITS AGENT GENE BUTLER, MAYOR, OWNER OF THAT CERTAIN 6.511 ACRE TRACT OR PARCEL OF LAND OUT OF THE JARRETT MEDLIN SURVEY NO. 520, SITUATED IN TRAVIS COUNTY, TEXAS, BEING ALL THAT LAND CONVEYED TO US BY DEED OF RECORD IN VOLUME 11874, PAGE 69 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 6.511 ACRES AS SHOWN HEREON TO BE HEREAFTER KNOWN AS "PARK PLACE", AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER ALL STREETS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, RIGHTS-OF-WAY AND PUBLIC PLACES, AS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND 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 PERSONALLY 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 November, 1994

John F. Figer

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 SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY 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, LICENSED IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT AND IT MEETS THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE VILLAGE OF BEE CAVE, TEXAS. I FURTHER CERTIFY THAT THE 100-YEAR FLOODPLAIN, AS SHOWN HEREON AND DETERMINED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS, SHALL BE CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN.

Richard J. Wheeler PE

RICHARD J. WHEELER
REGISTERED PROFESSIONAL ENGINEER
TEXAS NO. 45033

STATE OF TEXAS
RICHARD J. WHEELER, JR.
45033
REGISTERED
PROFESSIONAL ENGINEER

I, THE UNDERSIGNED, MAYOR OF THE VILLAGE OF BEE CAVE, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS VILLAGE AND IS HEREBY AUTHORIZED AND APPROVED BY THE VILLAGE FOR RECORDING IN THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

Gene Butler

GENE BUTLER, MAYOR, VILLAGE OF BEE CAVE
CAVE

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

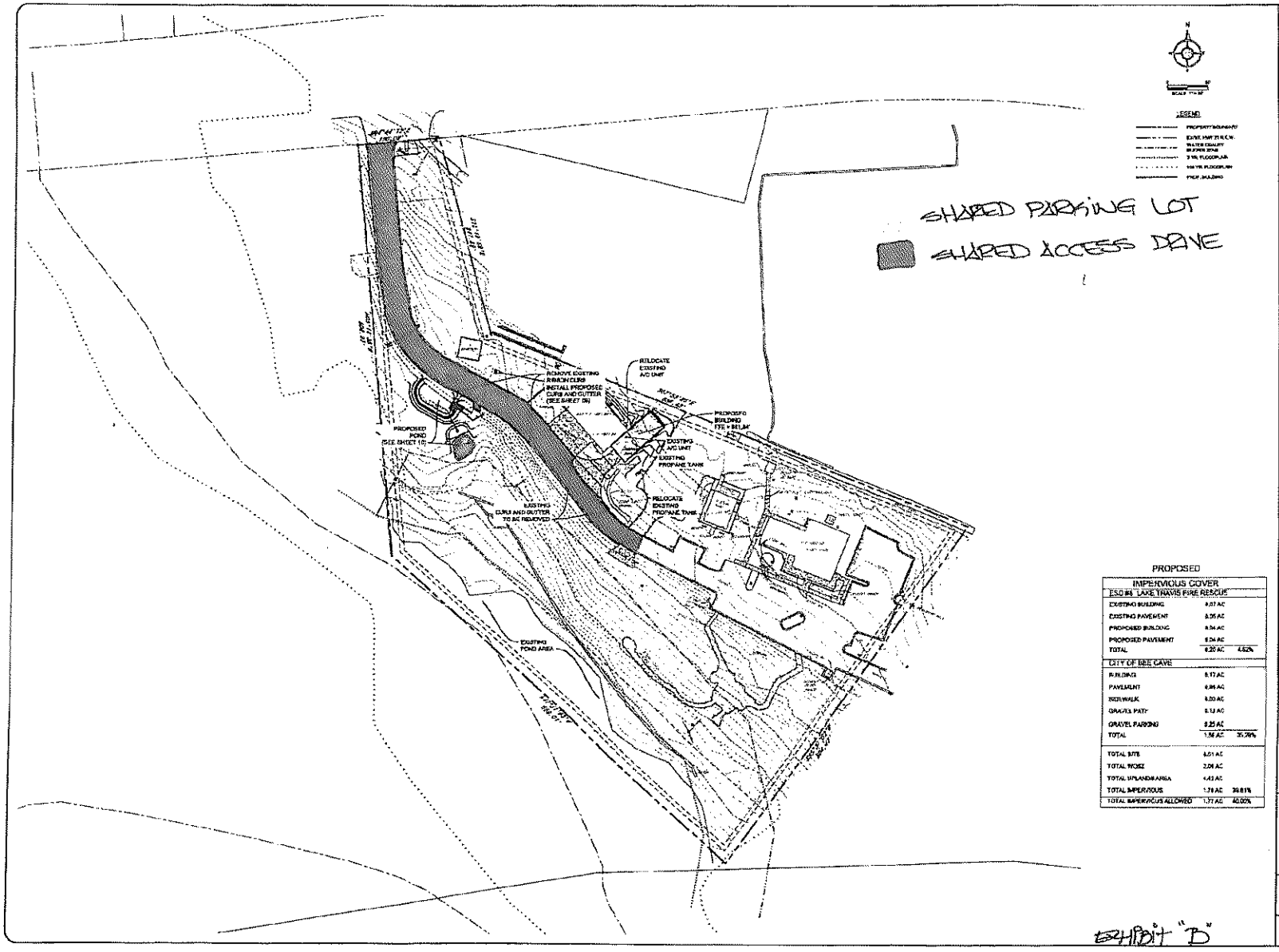
Attest:

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
Wheeler, Inc.
SHEET 08
OF 14



PROPOSED

IMPERVIOUS COVER		
ESD #6 LAKE TRAVIS FIRE RESCUE		
EXISTING BUILDING	0.07 AC	
EXISTING PAVEMENT	0.35 AC	
PROPOSED BUILDING	0.04 AC	
PROPOSED PAVEMENT	0.04 AC	
TOTAL	0.20 AC	4.52%
CITY OF BEE CAVE		
BUILDING	0.17 AC	
PAVEMENT	0.96 AC	
SIDEWALK	0.03 AC	
GRAVEL PATH	0.13 AC	
GRAVEL PARKING	0.25 AC	
TOTAL	1.54 AC	35.29%
TOTAL SITE	4.51 AC	
TOTAL NOISE	2.04 AC	
TOTAL UPLAND AREA	4.43 AC	
TOTAL IMPERVIOUS	1.74 AC	39.61%
TOTAL IMPERVIOUS ALLOWED	1.77 AC	40.00%

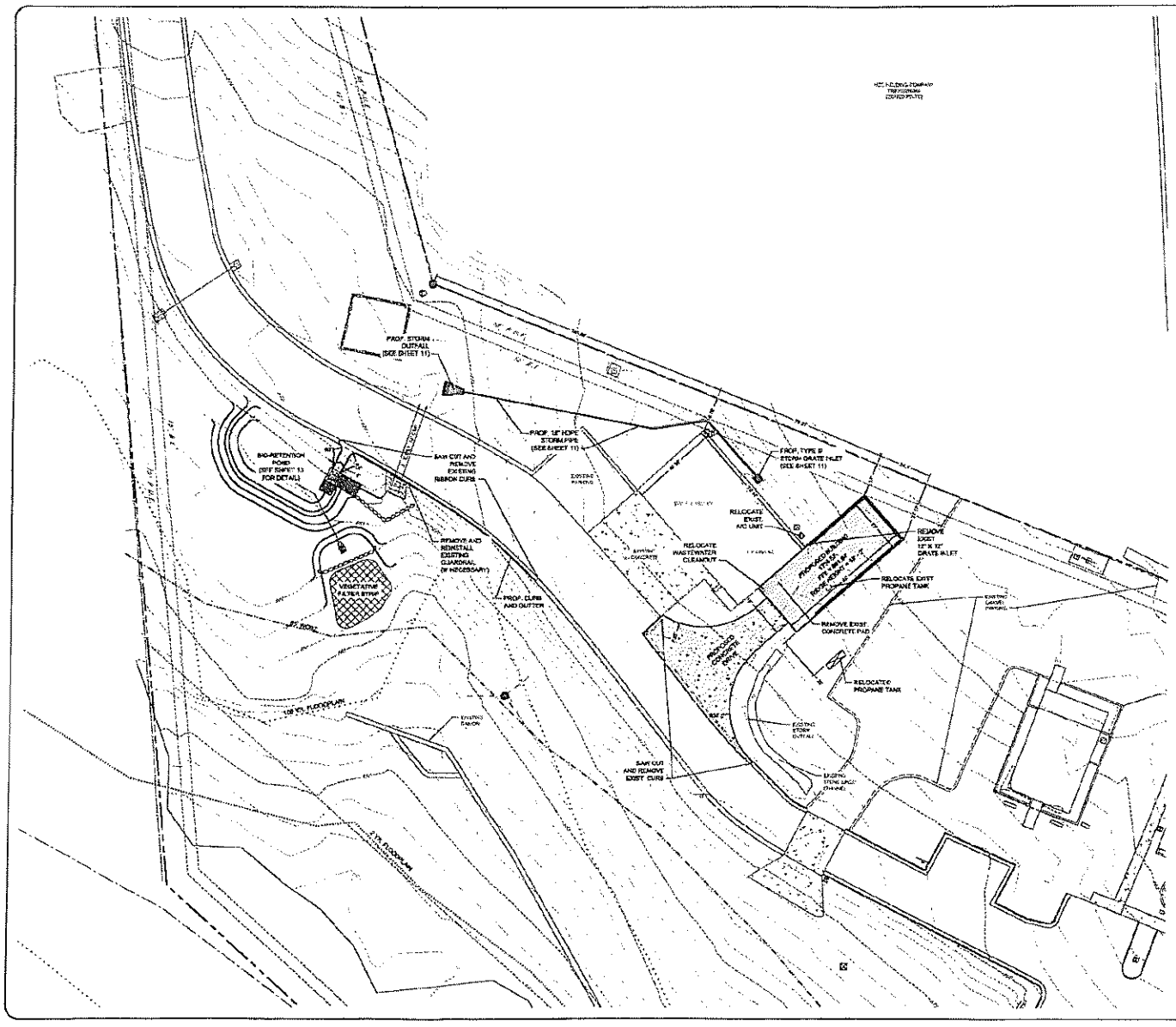
BEE CAVE FIRE STATION
BEE CAVE, TEXAS

OVERALL SITE PLAN

Malone/Wheeler, Inc.
Engineering & Surveying Services
7500 Rialto Blvd., Bldg 1, Suite 100
Austin, Texas 78735
Phone: (512) 328-0011 Fax: (512) 328-0325
Firm Registration No. F-439

DESIGN BY: THE
CHECKED BY: MV
APPROVED BY: DRW
DATE: 07/07/10

SHEET 08
OF 14



PROPOSED

IMPERVIOUS COVER		
ESD #6 LAKE TRAVIS FIRE RESCUE		
EXISTING BUILDING	0.07 AC	
EXISTING PAVEMENT	0.05 AC	
PROPOSED BUILDING	0.04 AC	
PROPOSED PAVEMENT	0.04 AC	
TOTAL	0.20 AC	4.57%
CITY OF BEE CAVE		
BUILDING	0.17 AC	
PAVEMENT	0.99 AC	
SIDEWALK	0.01 AC	
GRAVEL PATH	0.12 AC	
GRAVEL PARKING	0.35 AC	
TOTAL	1.64 AC	37.79%
TOTAL SITE	4.41 AC	
TOTAL WORZ	2.00 AC	
TOTAL UPLANDS AREA	4.42 AC	
TOTAL IMPERVIOUS	1.75 AC	39.91%
TOTAL IMPERVIOUS ALLOWED	1.77 AC	40.00%

EXHIBIT "C"

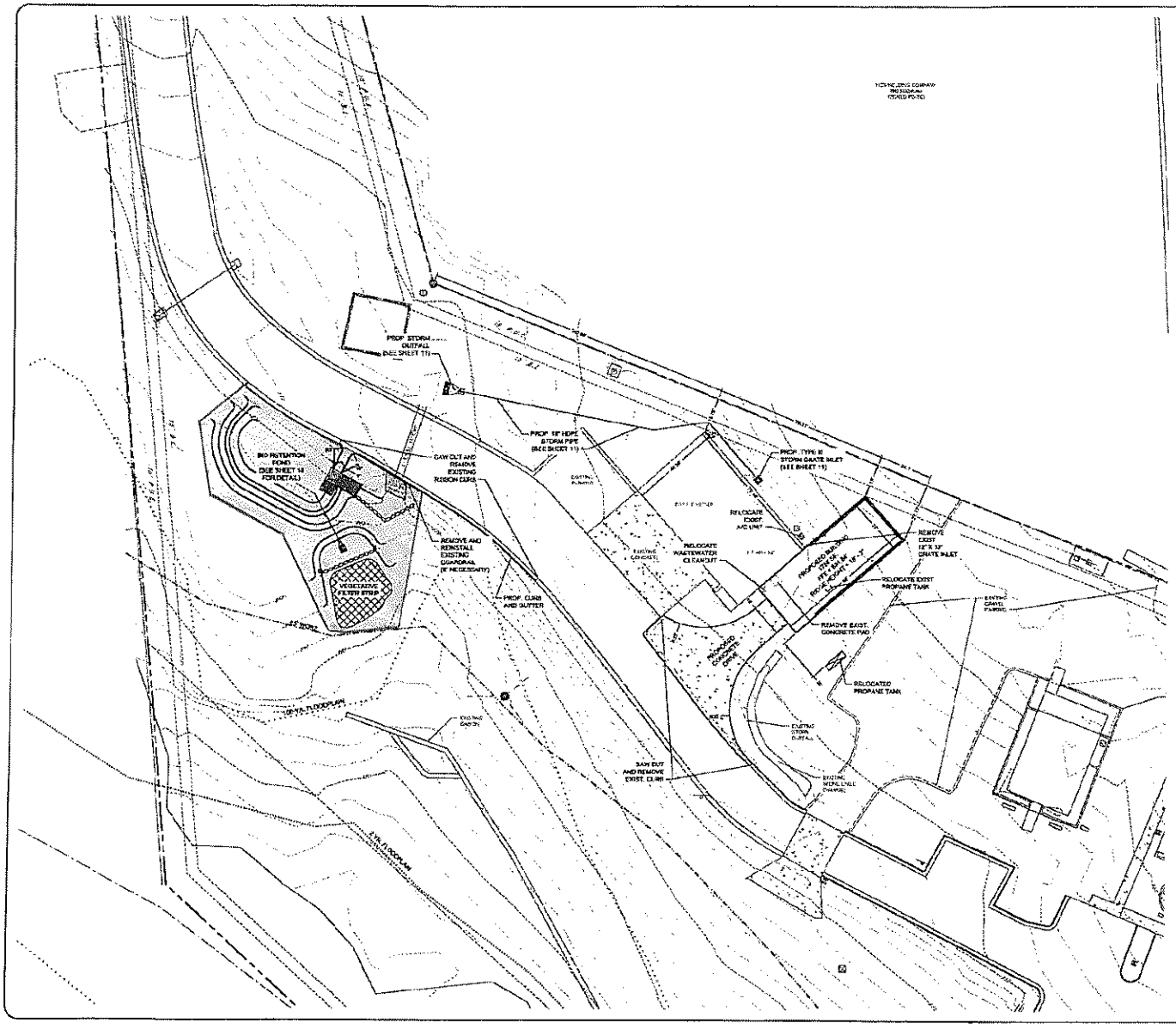
BEE CAVE FIRE STATION
BEE CAVE, TEXAS

SITE PLAN

Malone/Wheeler, Inc.

DESIGN BY: THE
CHECKED BY: MV
APPROVED BY: DHM
DATE: 6/26/2018

SHEET 09
OF 14



PROPOSED

IMPERVIOUS COVER		
ESD #6 - LAKE TRAVIS FIRE RESCUE		
EXISTING BUILDING	0.07 AC	
EXISTING PAVEMENT	0.00 AC	
PROPOSED BUILDING	0.04 AC	
PROPOSED PAVEMENT	0.04 AC	
TOTAL	0.20 AC	4.57%
CITY OF BEE CAVE		
BUILDING	0.17 AC	
PAVEMENT	0.86 AC	
SIDEWALK	0.01 AC	
GRAVEL PATH	0.12 AC	
GRAVEL PARKING	0.25 AC	
TOTAL	1.41 AC	32.29%
TOTAL SITE	4.61 AC	
TOTAL WQBZ	2.09 AC	
TOTAL UPLAND 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.
Engineering & Development Consultants
7500 Rialto Blvd., Bldg. I, Suite 100
Austin, Texas 78735
Phone: (512) 912-3300 Fax: (512) 890-0065
Firm Registration No. F-1386

DESIGNED: TGE
CHECKED BY: MK
APPROVED BY: DRH
DATE: 8/28/2010

SHEET 09
OF 14

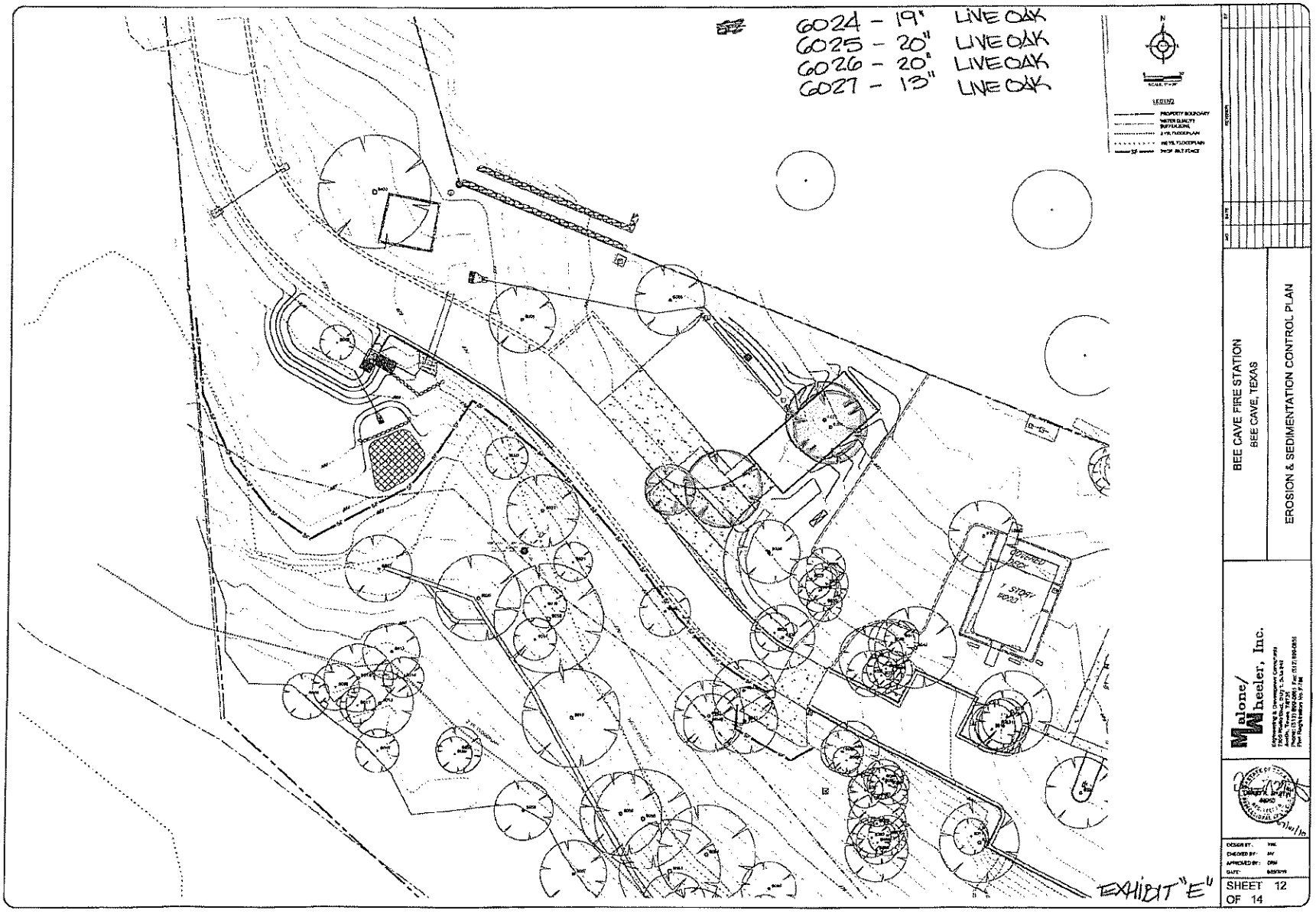

6024 - 19" LIVE OAK
6025 - 20" LIVE OAK
6026 - 20" LIVE OAK
6027 - 13" LIVE OAK
EXHIBIT "E"
BEE CAVE FIRE STATION
BEE CAVE, TEXAS
EROSION & SEDIMENTATION CONTROL PLAN
Malone/Wheeler, Inc.
SHEET 12
OF 14

EXHIBIT B

Exhibit B

FILE

NAJD II CORP.
1114 LOST CREEK BLVD., SUITE 120
AUSTIN, TEXAS 78746

(512) 328-7377
(512) 328-1784 - FAX

December 21, 1992

Honorable Mayor Butler
Village of Bee Cave, Texas
13225 West Highway 71
Austin, Texas 78738

Re: NAJD II Corp.
Gift to Village of Bee Cave, Texas
6.50 Acres out of the Jarrett Medlin Survey

Dear Mayor Butler,

Enclosed please find the duly executed deed conditionally conveying by gift to the Village of Bee Cave, the 6.50 acres of land out of the Jarrett Medlin Survey.

As you will surmise from reading the Deed, NAJD II Corp. has reserved the right to request the Village of Bee Cave to provide a potential location for the Bohls Cabins, in case a future site is needed. For the moment, we have had a lot of conflicting input from the various administrative and political entities (ie, City of Austin, County of Travis and State of Texas) regarding stringent right of way and public safety considerations as far as the requirements these entities will impose on the designing of a practical and safe entrance and exit to the NAJD II properties where the Bohls Cabins are presently located. NAJD II Corp feels an imperative duty to protect these historical buildings, but if we are directed by the legal authorities in the interest of public safety, an alternative location would have to be provided since the Corporation is adamantly opposed to the destruction of these cabins under any circumstance.

FILE

NAJD II Corp hopes that the 6.50 acres of property provided for the various essential social services, especially for EMS and police services to this Southwest area of our County, will pay dividends in lives saved and protected for the citizens of this community.

Best Wishes for a Merry Christmas and a fulfilling New Year.

Anthony Curly Ferris
Vice President

Encl.

FILM CODE

00004931600

FILE 1600 TK

DOC. NO.

93016863

DEED

11.00 INDX
2:01 PM 4650 2 3 02/17/93

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

5.00 RECM
2:01 PM 4650 2 3 02/17/93
4.32-CHK#
930168.63-DOC#

That NAJD II CORP., a Delaware corporation (hereinafter called the "Grantor"), for and in consideration of the desire to support and assist the VILLAGE OF BEE CAVE, a Texas general law municipality (hereinafter called the "Grantee"), has GIVEN, GRANTED, and CONVEYED, and does hereby GIVE, GRANT and CONVEY, unto the Grantee, whose mailing address is 13225 West Highway 71, Austin, Texas 78738, subject to the limitations hereinafter stated, all the following described tract or parcel of land (hereinafter the "Subject Land") situated in Travis County:

6.50 acres of land lying in and situated out of the Jarrett Medlin Survey No. 520 of Travis County, Texas and being a portion of that certain 307.28 acre tract of land conveyed to the Najd II, Corporation by Deed recorded in Volume 11141, Page 1308 of the Deed Records of Travis County, Texas; said 6.50 acre tract being more particularly described as follows and as surveyed under the supervision of James E. Garon, Registered Professional Land Surveyor in May, 1992:

BEGINNING at an iron rod set on the southerly r-o-w line of State Highway 71 and lying on the northerly line of said 307.28 acre tract from which an iron rod found for the westerly corner of that certain 0.487 acre tract conveyed to H.E. Rost as recorded in Volume 7739, Page 759 of said deed records bears N 87°16′32″ E, 70.62 feet;

THENCE S 12°38′15″ E, 248.09 feet to an iron rod set for angle point;

THENCE S 65°19′47″ E, 636.47 feet to an iron rod set for corner;

THENCE S 38°12′24″ W. 504.54 feet to an iron rod set for corner;

THENCE N 45°09′02″ W, 559.21 feet to an iron rod set for angle point currently located within a pond;

THENCE N 02°43′28″ W, 505.64 feet to an iron rod set for corner on said southerly r-o-w of State Highway 71;

THENCE S 87°16′32″ W, 100.01 feet along said r-o-w line to the POINT OF BEGINNING and containing 6.50 acres of land, more or less.

In addition to the limitation set forth in the habendum clause of this deed, this gift and grant is made subject to and upon the following limitations:

45667

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11874 0069

FILE

1. in the event the Grantee fails to complete new construction on the Subject Land of one or more of the following municipal buildings and facilities for its own use, to-wit: city hall, city administration building, or police station, within five (5) years after the date of this deed, or

2. in the event Grantee fails, within ninety (90) days after the date Grantee makes written request of Grantee therefor, to provide a location on the Subject Land on which to move the "Bohls Cabins" (as defined below) and thereafter to permit access by appropriate persons to maintain the Bohls Cabins on the portion of the Subject Land so identified by Grantee,

then, and in either of such events, title to the Subject Land shall automatically revert to and revest in the Grantor, its successors or assigns, without the necessity for any entry for condition broken or other legal proceeding as a condition precedent to title to the Subject Land reverting to the Grantor, its successors or assigns. As used herein, the term "Bohls Cabins" shall refer to and mean the remains of the wooden cabins locally known as the Bohls Cabins which are currently situated on lands owned by the Grantor and located at the intersection of Highway 71 and Fandango Way in Travis County, Texas.

In addition to the foregoing and hereinafter stated limitations, this deed is also executed, delivered and accepted subject to all easements, restrictions, covenants, conditions, and other matters, if any, of record in Travis County, Texas, to the extent and only to the extent the same are valid and subsisting and cover or relate to the Subject Land. Further, nothing in this instrument shall be deemed or construed to revive or ratify any such encumbrances which may have heretofore expired or become unenforceable.

TO HAVE AND TO HOLD the Subject Land, together with, all and singular, the rights and appurtenances thereunto in any wise belonging, unto the Grantee, its successors and assigns, for so long as and only for so long as the Subject Land is used by the Grantee as a site for its municipal buildings and facilities; and when the Subject Land shall cease to be used for such purposes, the same shall automatically and immediately revert to and revest in the Grantor, its successors and assigns, without the necessity for legal proceedings or any other entry for condition broken; and the Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Subject Land unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under the Grantor, but not otherwise, and subject to the limitations and other matters set forth in this deed.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11874 0070

FILE

EXECUTED on this 21st day of December, 1992.

NAJD II CORP

By: _____
Anthony P. Ferris,
Vice President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on December 21st, 1992, by Anthony P. Ferris, as Vice President of NAJD II CORP, a Texas corporation, on behalf of said Texas corporation.

(SEAL)

CATHERINE S. ARMSTRONG
MY COMMISSION EXPIRES
October 1, 1996

_____
Notary Public Signature

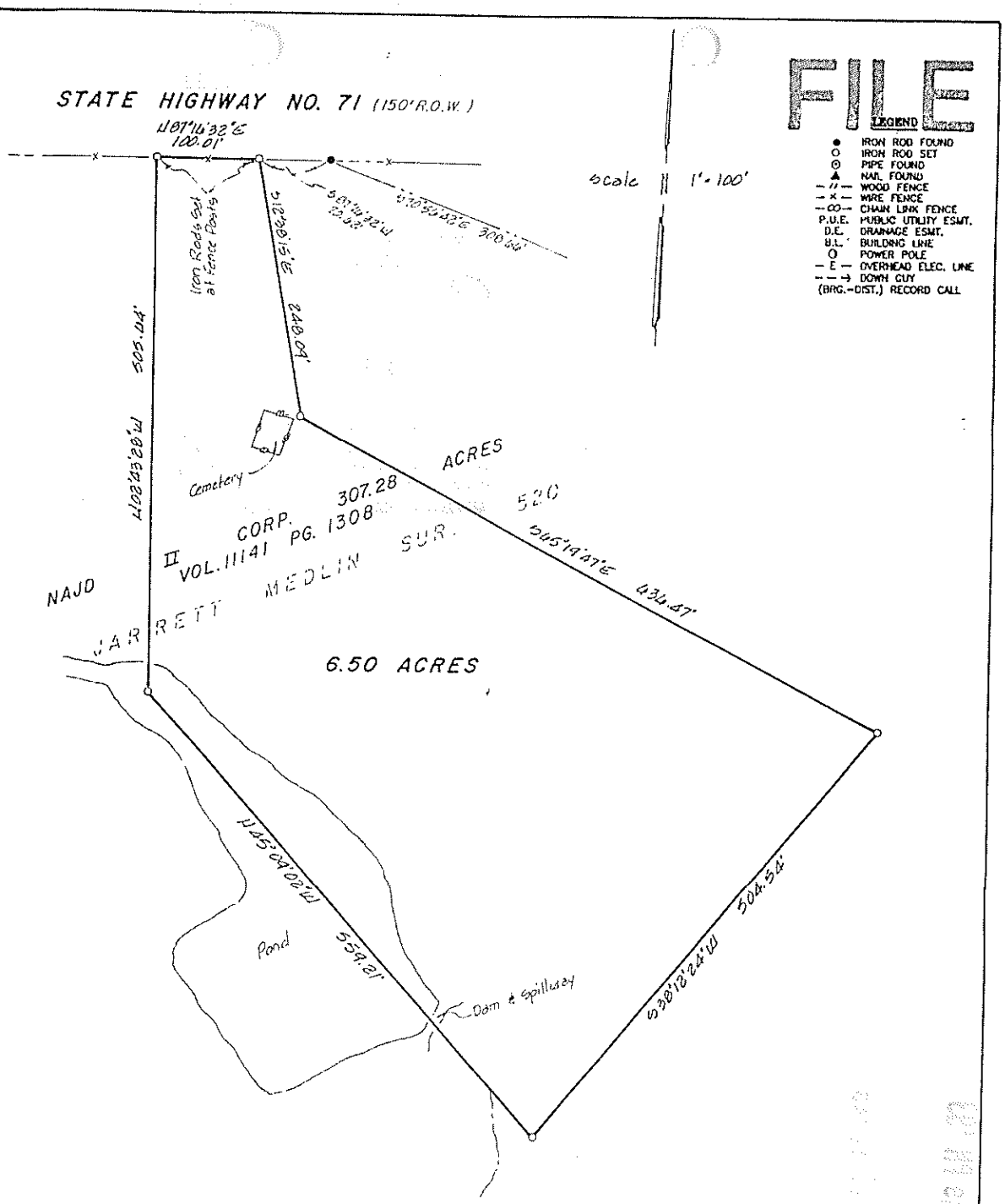
CATHERINE S. ARMSTRONG
Printed Name of Notary Public

My commission expires: 10/01/96

45667

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11874 0071



TO THE OWNERS, LIENHOLDERS AND _____,

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THE UNDERSIGNED DOES FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED IN ZONE 4 AND IS ~~NOT~~ WITHIN A 100-YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, PANEL NO. 481026 0335 EFFECTIVE 2-1-1982.

5-15-1992
DATE

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
JAMES E. GA
4300
PROFESSIONAL
LAND SURVEYOR

JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS

1101 CAPITAL OF TEXAS HIGHWAY, SOUTH
BLDG. E, SUITE 230
AUSTIN, TEXAS 78746
512-328-9302

REFERENCE _____
ADDRESS State Hwy No. 71
LEGAL DESCRIPTION 6.50 Acres out of the Jarrett Medlin Survey No. 520

JOB NO. 473-92 FIELD BOOK 02/48

11874 0072

Exhibit C

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dyana Limon-Mercado, County Clerk
Travis County, Texas
Jun 09, 2023 01:35 PM Fee: $66.00
2023064151
Electronically Recorded

Exhibit C

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.

WARRANTY DEED

DATE: June 9, 2023

GRANTOR (whether one or more): TOSK, INC., a Texas corporation

GRANTOR'S MAILING ADDRESS: 248 Addie Roy Rd., Suite B-302 Austin, TX 78746

GRANTEE (whether one or more): CITY OF BEE CAVE

GRANTEE'S MAILING ADDRESS: 4000 Galleria Parkway Bee Cave, TX 78738

CONSIDERATION:

TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged.

PROPERTY (including any improvements):

TRACT 1: Being all of that certain tract or parcel of land containing 2.196 acres, more or less, situated in the Jarrett Medlin Survey No. 520, Abstract No. 539, Travis County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A" attached hereto and made a part hereof; SAVE AND EXCEPT that 0.1195 acre tract described by metes and bounds shown on Exhibit "A-1" attached hereto and made a part hereof.

TRACT 2: Easement Estate appurtenant to Tract 1, created by that certain Access and Utility Easement Agreement dated December 9, 2003, recorded under Document No. 2003286378 of the Official Public Records of Travis County, Texas, and being affected by Confirmation Regarding Access and Utility Easement recorded under Document No. 2006080231 of the Official Public Records of Travis County, Texas, and being over and across a 0.1746 of an acre tract being a portion of Lot 1, Block A, SHOPS AT THE GALLERIA, a subdivision in Travis County, Texas, according to the Map or Plat recorded under Document No. 200600169 of the Official Public Records of Travis County, Texas, and described by metes and bounds shown on Exhibit "B" attached hereto and made a part hereof.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; ad valorem taxes for 2023; all presently recorded restrictions, reservations, covenants, conditions, and mineral severances, that affect the property.

Grantor, for the consideration and subject to the reservations from and 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 wise belonging, to have and hold it to Grantee, Grantee's successors or assigns forever. Grantor binds Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

TOSK, INC., a Texas corporation

By: K. Skelton

Printed Name: KAREN SKELTON

Title: PRESIDENT

STATE OF TEXAS)
)
COUNTY OF Travis)

This instrument was acknowledged before me on this 8th day of June, 2023, by Karen Skelton, the President of TOSK, INC., a Texas corporation, on behalf of the corporation.

Matthew Sutton
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

Heritage Title Company of Austin, Inc.
200 W. 6th Street, Suite 1600, Austin TX 78701
GF# 202300216 MW

MATTHEW ROWE SUTTON
My Notary ID # 132811769
Expires December 7, 2024

Exhibit A

2.196 ACRES

METES AND BOUNDS DESCRIPTION OF A SURVEY OF 2.196 ACRES OF LAND, A PORTION OF THE JARRETT MEDLIN SURVEY NO. 520, ABSTRACT NO. 539, IN THE VILLAGE OF BEE CAVE, TRAVIS COUNTY, TEXAS, SAID 2.196 ACRES OF LAND BEING A PORTION OF THAT 122.35 ACRE, SAVE AND EXCEPT 0.3701 OF ONE ACRE TRACT, A PORTION OF THE SAID JARRETT MEDLIN SURVEY NO. 520, AND OTHERS, IN TRAVIS COUNTY, TEXAS, AS DESCRIBED IN A CORRECTION SPECIAL WARRANTY DEED FROM CCNG DEVELOPMENT COMPANY, L.P. AND CCNG PROPERTIES, L.P. TO SPANISH OAKS COMMERCIAL PARTNERSHIP, L.P. IN DOCUMENT NUMBER 2002082879, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AS SURVEYED FOR SPANISH OAKS COMMERCIAL PARTNERSHIP, L.P. AND HCS HOLDING COMPANY, L.P. AND UPDATED FOR SPANISH OAKS COMMERCIAL PARTNERSHIP, L.P., READY TO RECEIVE, INC. AND DIRECT EVENTS, INC. BY METCALFE & SANDERS, INC., LAND SURVEYORS, 4800 SOUTH CONGRESS AVENUE, AUSTIN, TEXAS, SAID 2.196 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the south line of State Highway No. 71 at a northwest corner of that 122.35 acre, save and except 0.3701 of one acre tract, a portion of the Jarrett Medlin Survey No. 520, Abstract No. 539, and others, in Travis County, Texas, as described in a Correction Special Warranty Deed from CCNG Development Company, L.P. and CCNG Properties, L.P. to Spanish Oaks Commercial Partnership, L.P. in Document Number 2002082879, Official Public Records of Travis County, Texas (Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract) and most northerly northeast corner of Lot 1, Park Place, a subdivision of a portion of the said Jarrett Medlin Survey No. 520, in the Village of Bee Cave, Travis County, Texas, of record in Plat Book 94, Page(s) 47, 48, Plat Records of Travis County, Texas, for the POINT OF BEGINNING and northwest corner of the herein described tract, and from which calculated point a 60d nail found bears, N 15°13'40" W 0.13 of one foot;

(1) THENCE with the south line of State Highway No. 71 and a north line of the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract, N 84°41'30" E 71.12 feet to a 1/2" steel pin with plastic cap found for a northerly corner of the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract and the west corner of that 0.487 of one acre tract, a portion of the said Jarrett Medlin Survey No. 520 and a portion of the John Hobson Survey No. 527, Abstract No. 387, in the Village of Bee Cave, Travis County, Texas, as described in a Special Warranty Deed from NAJD II Corp. to Limestone Creek Properties L.P., et al in Volume 12080,

Page 2245, Real Property Records of Travis County, Texas, and from which 1/2" steel pin with plastic cap found a 1/2" steel pin found bears, N 74°15'00" W 0.72 of one foot;

THENCE with a north line of the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract, courses numbered 2 through 3 inclusive as follows:

(2) S 73°20'50" E 306.50 feet to a steel pin with plastic cap stamped LCRA found;

(3) S 85°57' 20" E 23.81 feet to a 1/2" steel pin with plastic cap found at an interior corner of the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract and the southeast corner of the said Limestone Creek Properties L.P., et al 0.487 of one acre tract, said 1/2" steel pin with plastic cap found being also an angle point in a west line of that 87.620 acre tract (87.990 acres, save and except 0.3701 of one acre), a portion of the said Jarrett Medlin Survey No. 520, and others, in Travis County, Texas, as described in a Special Warranty Deed from Spanish Oaks Commercial Partnership, L.P. to HCS Holding Company, L.P. in Document No. 2003286366, Official Public Records of Travis County, Texas, for the northeast corner of the herein described tract;

(4) THENCE with a west line of the said HCS Holding Company, L.P. 87.620 acre tract, S 2°46'10" E 293.60 feet to a 1/2" steel pin with plastic cap found in a south line of the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract and a north line of said Lot 1, Park Place, at a southwest corner of the said HCS Holding Company, L.P. 87.620 acre tract, for the southeast corner of the herein described tract;

THENCE with a south and west line of the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract and a north and east line of said Lot 1, Park Place, courses numbered 5 through 6 inclusive as follows:

(5) N 67°54'10" W 364.00 feet to a 1/2" steel pin found at a southwest corner of the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract and an interior corner of said Lot 1, Park Place, for the southwest corner of the herein described tract;

(6) N 15°13'40" W 247.96 feet to the POINT OF BEGINNING of the herein described tract, containing 2.196 acres of land.

Note: The plastic caps on the steel pins found are inscribed with "M & S 1838".

Survey Updated June 24, 2004 From
A Survey Completed August 21, 2001
And Last Updated May 18, 2004.

METCALFE & SANDERS, INC.
Land Surveyors

By: George L. Sanders

George L. Sanders
Texas Registered Professional
Land Surveyor No. 1838

Plan 7839R.7
FB 890, P 27-33, 41-50, 63 & DC
FB 881, P 18-26, 31, 34-48, 63-76 & DC
FB 867, P 36-44 & DC
FB 862, P 25-30 & DC
FB 861, P 29-59 & DC
FB 848, P 8-16, 35, 40-49, 54-59 & DC
FB 843, P 1-42 & DC
FB 822, P 1-24 & DC

Ref: Plan 7839R.6

Job No. 04160.01

c:\project\04160\doc\fn2_2ac.doc

Exhibit A-1

TxDOTCONNECT Parcel No. P00053888.001

October, 2020
Parcel No. 7
Page 1 of 6

County: **Travis**
Highway: **RM 620**
Project Limits: **State Highway 71 to Aria/Cavalier Drive**
RCSJ No. : **0683-02-081**

PROPERTY DESCRIPTION FOR PARCEL NO. 7

BEING a 0.1195 acre (5,205 square feet) parcel of land located in the Jarrett Medlin Survey Number 520, Abstract Number 539, Travis County, Texas, being out of and a part of a called 2.196 acre tract conveyed from Spanish Oaks Commercial Partnership, L.P. to Tosk, Inc. by deed executed December 30, 2004, as recorded in Instrument Number 2005023260, Official Public Records, Travis County, Texas, said 0.1195 acre parcel being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod marking an angle point in the easterly line of a called 6.50 acre tract conveyed to Village of Bee Cave by deed recorded in Volume 11874, Page 69, Real Property Records, Travis County, Texas, and Lot 1, Park Place, a subdivision of record in Volume 94, Page 47, Plat Records, Travis County, Texas, and an angle point in the westerly line of said 2.196 acre tract; thence as follows:

North 15° 14' 01" West, with the easterly line of said 6.50 acre tract and said Lot 1 and the westerly line of said 2.196 acre tract, a distance of 204.41 feet to a set 5/8-inch iron rod with TxDOT aluminum cap located in the proposed southerly right-of-way line of SH 71 (width varies) marking the POINT OF BEGINNING and southwesterly corner of said parcel herein described located at Baseline Station 1429+49.73, 120.00 feet right, having surface coordinates of N = 10,084,763.05 and E = 3,049,658.82;

1) THENCE, North 15° 14' 01" West, continuing with the easterly line of said 6.50 acre tract and said Lot 1 and the westerly line of said 2.196 acre tract, a distance of 43.67 feet to a point located in the existing southerly right-of-way line of SH 71 (width varies) as recorded in Volume 663, Page 178, Volume 794, Page 430, Volume 812, Page 607, Volume 821, Page 331, Volume 821, Page 333 and Volume 827, Page 434, Real Property Records, Travis County, Texas, for the northeasterly corner of said 6.50 acre tract and said Lot 1 and the northwesterly corner of said 2.196 acre tract and said parcel herein described, from which a found 1/2-inch iron rod bears North 45° 00' West, 0.27 feet;

EXHIBIT __

2) THENCE, North 84° 39' 27" East, with the existing southerly right-of-way line of said SH 71 and the northerly line of said 2.196 acre tract, a distance of 71.21 feet to a found 1/2-inch iron rod with cap stamped "M&S 1838" marking the westerly corner of a called 0.487 acre tract conveyed to Limestone Springs Properties, L.P. by deed recorded in Instrument Number 2010092995, Official Public Records, Travis County, Texas and marking the northeasterly corner of said 2.196 acre tract and said parcel herein described;

3) THENCE, South 73° 21' 11" East, with the westerly line of said 0.487 acre tract and the easterly line of said 2.196 acre tract, a distance of 115.26 feet to a set 5/8-inch iron rod with TxDOT aluminum cap located in the proposed southerly right-of-way line of SH 71 (width varies) marking the southeasterly corner of said parcel herein described located at Baseline Station 1431+30.31, 120.00 feet right;

4) THENCE, South 84° 42' 12" West, over and across said 2.196 acre tract and with the proposed southerly right-of-way line of said SH 71, a distance of 170.58 feet to the POINT OF BEGINNING and containing 0.1195 acre (5,205 square feet) of land.

Exhibit B

METCALFE & SANDERS, INC./LAND SURVEYORS
4800 SOUTH CONGRESS
AUSTIN, TEXAS 78745
(512) 442-5363
SURVEYS & RECORDS SINCE 1904

SPANISH OAKS COMMERCIAL PARTNERSHIP
0.1746 ACRE WALGREEN EASEMENT

METES AND BOUNDS DESCRIPTION OF A SURVEY OF 0.1746 OF ONE ACRE OF LAND, A PORTION OF THE JARRETT MEDLIN SURVEY NO. 520, ABSTRACT NO. 539, IN THE VILLAGE OF BEE CAVE, TRAVIS COUNTY, TEXAS, SAID 0.1746 OF ONE ACRE OF LAND BEING A PORTION OF THAT 122.35 ACRE, SAVE AND EXCEPT 0.3701 OF ONE ACRE TRACT, A PORTION OF THE SAID JARRETT MEDLIN SURVEY NO. 520, AND OTHERS, IN TRAVIS COUNTY, TEXAS, AS DESCRIBED IN A CORRECTION SPECIAL WARRANTY DEED FROM CCNG DEVELOPMENT COMPANY, L.P. AND CCNG PROPERTIES, L.P. TO SPANISH OAKS COMMERCIAL PARTNERSHIP, L.P. IN DOCUMENT NUMBER 2002082879, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AS SURVEYED FOR SPANISH OAKS COMMERCIAL PARTNERSHIP, L.P. AND MILAM GALLERIA HOLDINGS, L.P. BY METCALFE & SANDERS, INC., LAND SURVEYORS, 4800 SOUTH CONGRESS AVENUE, AUSTIN, TEXAS, SAID 0.1746 OF ONE ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for reference at a calculated point in the south line of State Highway No. 71 at a northwest corner of that 122.35 acre, save and except 0.3701 of one acre tract, a portion of the Jarrett Medlin Survey No. 520, Abstract No. 539, and others, in Travis County, Texas, as described in a Correction Special Warranty Deed from CCNG Development Company, L.P. and CCNG Properties, L.P. to Spanish Oaks Commercial Partnership, L.P. in Document Number 2002082879, Official Public Records of Travis County, Texas (Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract) and the most northerly northeast corner of Lot 1, Park Place, a subdivision of a portion of the said Jarrett Medlin Survey No. 520, in the Village of Bee Cave, Travis County, Texas, of record in Plat Book 94, Page(s) 47, 48, Plat Records of Travis County, Texas, and from which calculated point a 60d nail found bears, N 15°13'40" W 0.13 of one foot;

Thence with the south line of State Highway No. 71 and a north line of the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract, N 84°41'30" E 71.12 feet to a 1/2" steel pin with plastic cap found at a northerly corner of the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract and the west corner of that 0.487 of one acre tract, a portion of the said Jarrett Medlin Survey No. 520 and a portion of the John Hobson Survey No. 527, Abstract No. 387, in the Village of Bee Cave, Travis County, Texas, as described in a Special Warranty Deed from NAJD II Corp. to Limestone Creek Properties L.P., et al in Volume 12080, Page 2245, Real Property Records of Travis County, Texas, and from which 1/2" steel pin with plastic cap found, a 1/2" steel pin found bears, N 74°15'00" W 0.72 of one foot;

Thence with a north line of the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract, the following two courses:

S 73°20'50" E 306.50 feet to a steel pin with plastic cap stamped LCRA found;

S 85°57' 20" E 23.81 feet to a 1/2" steel pin with plastic cap found at an interior corner of the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract and the southeast corner of the said Limestone Creek Properties L.P., et al 0.487 of one acre tract, said 1/2" steel pin with plastic cap found being also an angle point in a west line of the proposed The Shops at the Galleria tract;

Thence crossing the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract with a west line of the proposed The Shops at the Galleria tract, S 2°46'10" E 191.44 feet to a calculated point for the POINT OF BEGINNING and northwest corner of the herein described easement;

(1) THENCE crossing the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract, N 87°09'00" E 244.19 feet to a calculated point, for the northeast corner of the herein described easement;

(2) THENCE crossing the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract, S 2°46'00" E 46.60 feet to a calculated point, for the southeast corner of the herein described easement;

(3) THENCE crossing the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract, N 66°38'00" W 37.58 feet to a calculated point;

(4) THENCE crossing the said Spanish Oaks Commercial Partnership, L.P. 121.98 acre tract, S 87°09'00" W 210.46 feet to a calculated point in a west line of the proposed The Shops at the Galleria tract, for the southwest corner of the herein described easement;

(5) THENCE crossing the said Spanish Oaks Commercial Partnership, L. P. 121.98 acre tract with a west line of the proposed The Shops at the Galleria tract , N 2°46'10" W 30.00 feet to the POINT OF BEGINNING of the herein described easement, containing 0.1746 of one acre of land.

Note: The plastic caps on the steel pins previously set are inscribed with "M & S 1838".

Metes and Bounds Description Revised December 6, 2003
From a Survey Completed December 5, 2003 And
Electronic Files Provided By Garrett-Ihnen Civil Engineers.

STATE OF TEXAS
REGISTERED
GEORGE L. SANDERS
1838
PROFESSIONAL
LAND SURVEYOR

METCALFE & SANDERS, INC.
Land Surveyors

By: George L. Sanders

George L. Sanders
Texas Registered Professional
Land Surveyor No. 1838

Plan 7839R.3
FB 881, P 18-26, 31, 34-48, 63-75 & DC
FB 862, P 1-25 & DC
FB 861, P 29-59 & DC
FB 843, P 1-42 & DC
FB 836, P 32-59 & DC
FB 822, P 1-24 & DC
FB 607, P 55-56
FB 590, P 7-19

Ref: Plan 7839R.2
Plan 7839R
Plan 7839Q
Plan 7839N
Plan 7839L
Plan 7839G
Plan 7839F
Plan 7839A
Plan 9827
Plan 9807
Plan 9671

Job No. 03057.01

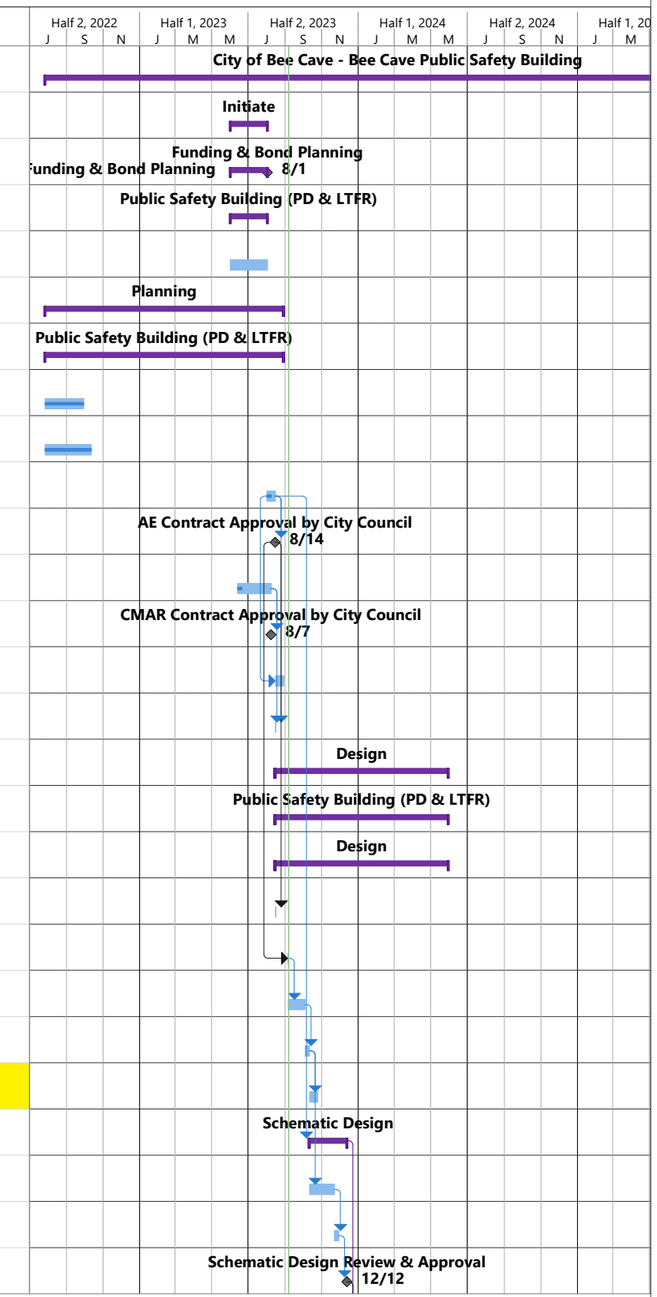
c:\project\00015\doc\galleria\0_175emt.doc

Exhibit D

Exhibit D

The City of Bee Cave - Capital Improvements Plan 2021

ID	Task Name	% Complete	Duration	Start	Finish	Predecessors	Successors
1	**City of Bee Cave - Bee Cave Public Safety Building**	**13%**	**42.1 mons**	**Wed 7/27/22**	**Thu 10/16/25**		
2	**Initiate**	**0%**	**2.2 mons**	**Thu 6/1/23**	**Tue 8/1/23**		
3	**Funding & Bond Planning**	**0%**	**2.2 mons**	**Thu 6/1/23**	**Tue 8/1/23**		
4	**Public Safety Building (PD & LTFR)**	**0%**	**2.2 mons**	**Thu 6/1/23**	**Tue 8/1/23**		
5	Reimbursement Resolution - Land Purchase	0%	44 days	Thu 6/1/23	Tue 8/1/23		
6	**Planning**	**69%**	**14.2 mons**	**Wed 7/27/22**	**Mon 8/28/23**		
7	**Public Safety Building (PD & LTFR)**	**69%**	**14.2 mons**	**Wed 7/27/22**	**Mon 8/28/23**		
8	Procure AE Services	100%	9.2 wks	Wed 7/27/22	Wed 9/28/22		
9	Procure CMAR Services	100%	11 wks	Wed 7/27/22	Tue 10/11/22		
10	Finalize AE Contract	50%	2 wks	Tue 8/1/23	Mon 8/14/23		24,14SS+10 days,15,11
11	AE Contract Approval by City Council	0%	0 days	Mon 8/14/23	Mon 8/14/23	10	19,20SS+15 days
12	Finalize CMAR Contract	13%	8 wks	Tue 6/13/23	Mon 8/7/23		15,13
13	CMAR Contract Approval by City Council	0%	0 days	Mon 8/7/23	Mon 8/7/23	12	
14	Create Project Kick-Off Package	0%	2 wks	Tue 8/15/23	Mon 8/28/23	10SS+10 days	
15	Project Kick Off	0%	1 day	Tue 8/15/23	Tue 8/15/23	10,12	
16	**Design**	**0%**	**10.35 mons**	**Tue 8/15/23**	**Wed 5/29/24**		
17	**Public Safety Building (PD & LTFR)**	**0%**	**10.35 mons**	**Tue 8/15/23**	**Wed 5/29/24**		
18	**Design**	**0%**	**10.35 mons**	**Tue 8/15/23**	**Wed 5/29/24**		
19	Design NTP	0%	1 day	Tue 8/15/23	Tue 8/15/23	11	
20	Design Kick Off	0%	1 day	Tue 9/5/23	Tue 9/5/23	11SS+15 days	21
21	Programming	0%	4 wks	Wed 9/6/23	Tue 10/3/23	20	22
22	Concept Approval	0%	1 wk	Wed 10/4/23	Tue 10/10/23	21	23,25
23	Determine Project Phasing	0%	2 wks	Wed 10/11/23	Tue 10/24/23	22	
24	**Schematic Design**	**0%**	**2.25 mons**	**Wed 10/11/23**	**Tue 12/12/23**	**10**	**28**
25	Develop Schematic Design	0%	1.5 mons	Wed 10/11/23	Tue 11/21/23	22	26
26	Develop SD Estimate & Constructability Review	0%	1 wk	Wed 11/22/23	Tue 11/28/23	25	27FS+2 wks
27	Schematic Design Review & Approval	0%	0 days	Tue 12/12/23	Tue 12/12/23	26FS+2 wks	29



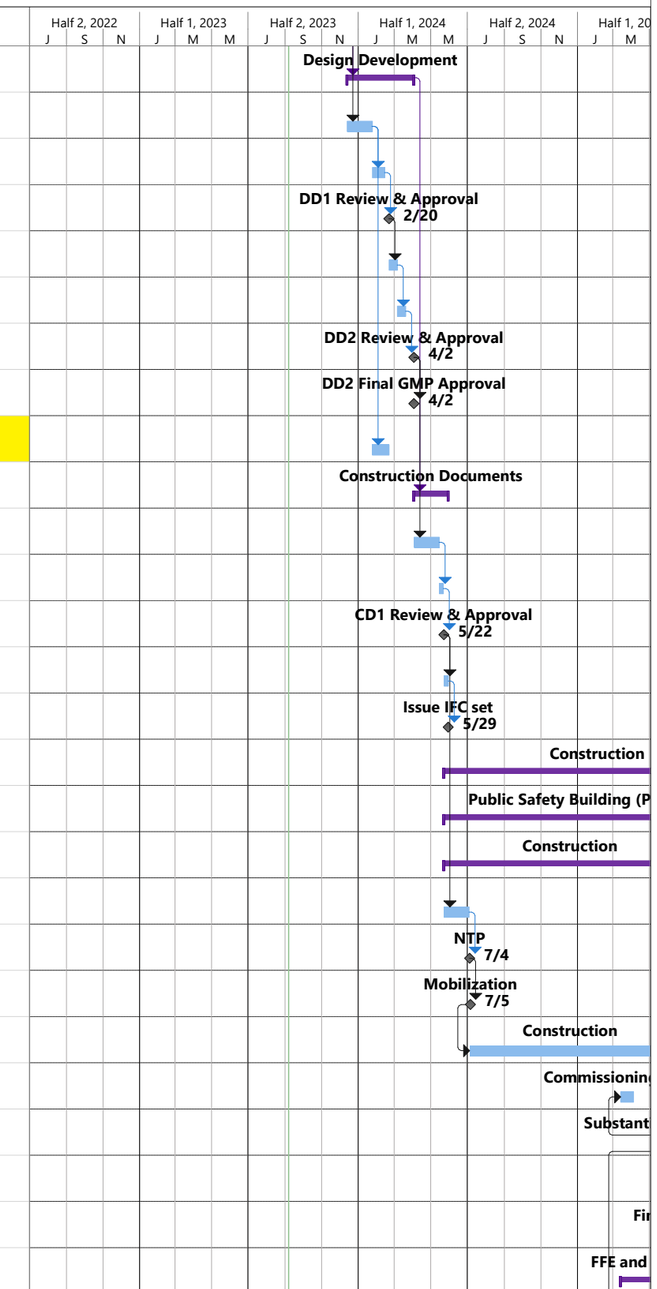
Project: Project1
Date: Thu 9/7/23

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

DRAFT SCHEDULE ONLY - NOT FOR DISTRIBUTION

The City of Bee Cave - Capital Improvements Plan 2021

ID	Task Name	% Complete	Duration	Start	Finish	Predecessors	Successors
28	**Design Development**	**0%**	**4 mons**	**Wed 12/13/23**	**Tue 4/2/24**	**24**	**37**
29	DD1 Development	0%	1.5 mons	Wed 12/13/23	Tue 1/23/24	27	30,36
30	Develop DD1 Draft GMP & Constructability Review	0%	3 wks	Wed 1/24/24	Tue 2/13/24	29	31FS+1 wk
31	DD1 Review & Approval	0%	0 days	Tue 2/20/24	Tue 2/20/24	30FS+1 wk	32
32	DD2 Development	0%	2 wks	Wed 2/21/24	Tue 3/5/24	31	33
33	Develop DD2 Final GMP & Constructability Review	0%	2 wks	Wed 3/6/24	Tue 3/19/24	32	34FS+2 wks
34	DD2 Review & Approval	0%	0 days	Tue 4/2/24	Tue 4/2/24	33FS+2 wks	35,38
35	DD2 Final GMP Approval	0%	0 days	Tue 4/2/24	Tue 4/2/24	34	
36	Procurement of Consultants	0%	4 wks	Wed 1/24/24	Tue 2/20/24	29	
37	**Construction Documents**	**0%**	**2.05 mons**	**Wed 4/3/24**	**Wed 5/29/24**	**28**	
38	CD1 Development	0%	1.5 mons	Wed 4/3/24	Tue 5/14/24	34	39
39	Develop CD1 Estimate & Constructability Review	0%	1 wk	Wed 5/15/24	Tue 5/21/24	38	40FS+1 day
40	CD1 Review & Approval	0%	0 days	Wed 5/22/24	Wed 5/22/24	39FS+1 day	41,46
41	IFC Development	0%	1 wk	Thu 5/23/24	Wed 5/29/24	40	42
42	Issue IFC set	0%	0 days	Wed 5/29/24	Wed 5/29/24	41	
43	**Construction**	**0%**	**18.3 mons**	**Thu 5/23/24**	**Thu 10/16/25**		
44	**Public Safety Building (PD & LTFR)**	**0%**	**18.3 mons**	**Thu 5/23/24**	**Thu 10/16/25**		
45	**Construction**	**0%**	**15.05 mons**	**Thu 5/23/24**	**Thu 7/17/25**		
46	Building Permit	0%	30 days	Thu 5/23/24	Wed 7/3/24	40	47FS+1 day
47	NTP	0%	0 days	Thu 7/4/24	Thu 7/4/24	46FS+1 day	48
48	Mobilization	0%	0 days	Thu 7/4/24	Fri 7/5/24	47	49SS
49	Construction	0%	12 mons	Fri 7/5/24	Thu 6/5/25	48SS	51
50	Commissioning & TAB	0%	3 wks	Fri 3/14/25	Thu 4/3/25	51FS-60 days	
51	Substantial Completion	0%	0 days	Thu 6/5/25	Thu 6/5/25	49	50FS-60 days,55FS+5 days,56FS-60 days,52
52	Punch List	0%	30 days	Fri 6/6/25	Thu 7/17/25	51	53
53	Final Completion	0%	0 days	Thu 7/17/25	Thu 7/17/25	52	60
54	**FFE and IT Setup**	**0%**	**3.75 mons**	**Fri 3/14/25**	**Thu 6/26/25**		



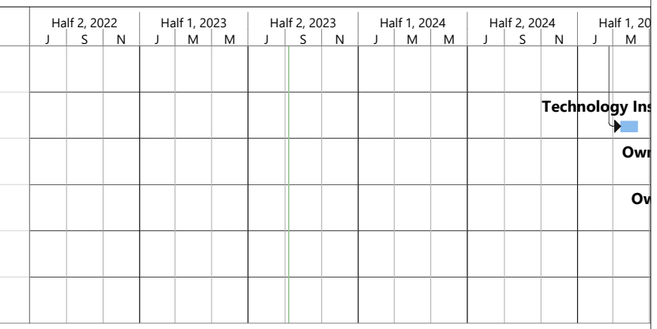
Project: Project1
Date: Thu 9/7/23

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

DRAFT SCHEDULE ONLY - NOT FOR DISTRIBUTION

The City of Bee Cave - Capital Improvements Plan 2021

ID	Task Name	% Complete	Duration	Start	Finish	Predecessors	Successors
55	FFE	0%	2 wks	Fri 6/13/25	Thu 6/26/25	51FS+5 days	58FS+1 day
56	Technology Installation	0%	4 wks	Fri 3/14/25	Thu 4/10/25	51FS-60 days	
57	**Owner Occupancy**	**0%**	**0.5 mons**	**Mon 6/30/25**	**Fri 7/11/25**		
58	Owner Move-in	0%	2 wks	Mon 6/30/25	Fri 7/11/25	55FS+1 day	
59	**Closeout**	**0%**	**3.25 mons**	**Fri 7/18/25**	**Thu 10/16/25**		
60	Closeout	0%	13 wks	Fri 7/18/25	Thu 10/16/25	53	



Project: Project1
Date: Thu 9/7/23

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

DRAFT SCHEDULE ONLY - NOT FOR DISTRIBUTION

EXHIBIT E

ANTICIPATED TERMS OF CONSTRUCTION PHASE INTERLOCAL AGREEMENT

The Partners anticipate a single structure that will include space for a separate police department, space for a separate fire department, and share space for exercise/fitness facilities and possible other shared uses. The Partners anticipate that:

a. The cost of all fully shared items included but not limited to: permit fees, site work, flatwork, foundation and structure, roof, exterior siding, framing, drainage and water quality facilities, landscaping, and utility mains to the edge of the property will be shared equally.
b. The cost of infrastructure serving only a separate unit included but not limited to: MEP, domestic water, wastewater, gas, telecom, security infrastructure, fire protection, and the interior of each separate unit will be the sole cost of the unit owner.
c. The cost of partially shared systems shall be designed and constructed with division of such shared costs accomplished equitably to fairly attribute each Partner's contribution to the total cost of the applicable system(s).

Equitable adjustment may be made if there is a substantial difference in size or cost of construction between the two separate uses, or if any infrastructure serving the Property will also serve other properties in the City or will also constitute a dedicated right-of-way, easement, or utility infrastructure serving the residents of the City at large.

The Partners may cooperate in fairly apportioning costs of aspects of improvements of the Property that are the Partners' respective separate costs, as necessary to avoid separate bidding and increased price of the two separate aspects of improvements. The Partners will in good faith consider coordination of selection of items separately paid by the Partners in order to achieve any resulting savings.

The Partners will execute an interlocal for the construction phase of the Project according to this anticipation or as may otherwise be agreed by the Partners.

EXHIBIT F

ANTICIPATED TERMS TO BE INCLUDED IN JOINT FACILITIES AGREEMENT

The Partners shall each own an undivided one-half interest in the Property and improvements. To the extent that any part of the Project or improvements or facilities serving the Project are located on the Adjoining Property, the City shall convey to LTFR a nonexclusive easement on and across each such part of the Adjoining Property for the limited purpose of maintaining, repairing, replacing, and using such portion of the Project or such facilities. Notwithstanding the foregoing, neither Partner shall have a right of use or access to the part of the structure intended for exclusive use by the other Partner as a police department and fire department, respectively. The Partners shall in good faith cooperate in allowing access to their respective separate spaces as necessary for inspections, maintenance, repairs, and replacement activities.

Each Partner shall be responsible to maintain and repair aspects of the Property, the initial cost of construction of which was the Partner's separate sole expense. All other aspects of the Property shall be maintained, repaired, or replaced, as necessary, by agreement of the Partners at a split in cost equal to the split in cost between the Partners of the original construction of such aspect, subject to different assignment of responsibility for cost resulting from a Partner's negligence or misuse.

The City shall have primary administrative authority to oversee operations affecting the entire Property, including arranging and renewing shared insurance costs, and maintenance and repair of shared facilities, including driveways, parking lots, drainage and water quality facilities, exterior lighting, landscaping, and signage. When arranging necessary maintenance or repairs, the bid or anticipated cost will be shared with LTFR in advance, and the Partners will in good faith agree on a course of action. The City may arrange any maintenance, repair or replacement necessary to prevent disruption of any operations on the Property or to prevent continuing damage, as necessary before notice to LTFR or before LTFR's consent to a particular course of action.

If utility infrastructure serving shared facilities and spaces (including but not limited to irrigation for landscaping, and electricity for exterior lighting, signage, and water quality controls, and utilities serving shared space/facilities is metered in connection with utility use by a Partner's separate use, the cost of utilities will be equitably apportioned so that utility usage in connection with shared spaces and facilities are shared reasonably equally by the Partners. The Partners will agree on formulas or fixed allocations of shared expense to substitute for inefficient calculation of actual shared expenses.

If MEP systems that otherwise only serve one or the other Partner's separate use serve any shared spaces/uses, the Partners will agree on an equitable adjustment of costs to fairly account for any additional cost to a Partner in upsizing a system for such purpose or in incurring any resulting additional operating/maintenance costs.

The Partners will divide equally the cost of property and casualty insurance coverage for the Property and improvements covering the replacement cost of improvements. The Partners shall

separately arrange for general liability and such other coverage as the Partner's may determine, except that if each Partner may not each separately arrange for liability coverage in connection with any shared facilities, the Partners may in good faith cooperate in arranging such coverage for shared operations.

The Partners will execute a Joint Facilities Agreement according to this anticipation or as may otherwise be agreed by the Partners.

City Council Meeting
9/12/2023
Agenda Item Transmittal

Agenda Item:	**11.**
Agenda Title:	**Discuss and consider action on Supplemental Agreement No. 1 to the Interlocal Agreement with the State of Texas for the installation and reimbursement for the operation and maintenance of traffic control devices.**
Council Action:	**Discussion and possible action**
Department:	**City Manager**
Staff Contact:	**Clint Garza**

1. INTRODUCTION/PURPOSE

The purpose of this item is to allow council to discuss and vote on a supplemental agreement with TXDOT for ongoing signal and traffic control device maintenance on the state road system within the Bee Cave incorporated limits.

2. DESCRIPTION/JUSTIFICATION

a) Background

In June 2022, City Council approved of entering into an agreement with TxDOT to take over ongoing signal and traffic control device operation and maintenance on the state road system with the Bee Cave incorporated limits.

In July 2023, the City assumed responsibility for the Vail Divide extension south of SH-71 to Hamilton Pool Road. During construction, a traffic signal was installed at the intersection of HPR and Vail Divide.

b) Issues and Analysis

If approved, the city will take on maintenance responsibility of the newly installed signal.

Agreement is attached.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
Agreement	Backup Material

STATE OF TEXAS §

COUNTY OF TRAVIS §

SUPPLEMENTAL AGREEMENT NO._01_ TO
AGREEMENT FOR THE INSTALLATION AND REIMBURSEMENT
FOR THE OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS
WITHIN A MUNICIPALITY

WHEREAS, on the _____ day of _____, 20____, an Agreement for the Installation and Reimbursement for the Operation and Maintenance of Traffic Signals within a Municipality was entered into by and between the Texas Department of Transportation hereinafter called the "State," and the City of __Bee Cave_____, hereinafter called the "City," and subsequently identified the agreement as Contract Number _____; and

WHEREAS, the parties to this agreement have mutually determined that it is necessary to amend the original agreement due to the following reason/reasons: _Assumption of Maintenance of a Traffic Signal by the City.

NOW, THEREFORE, Contract No._____ is amended as follows:

EXHIBIT 1
EXHIBIT 1 is amended to add traffic signal operation and maintenance at the intersection of RM 3238 at Vail Divide____. A copy of the revised EXHIBIT 1 is attached hereto and made a part of this agreement.

Article 4. Compensation
The maximum amount payable under this agreement is increased __$5,700.00____ from __$90,552.00_____ to __$96,252.00_____ per year in accordance with the above changes. Calculations for the increase/decrease to the maximum amount payable are as follows:

AMOUNT OF THIS SUPPLEMENTAL AGREEMENT	$_____5,700.00____
ORIGINAL MAXIMUM AMOUNT PAYABLE PER YEAR	$_____90,552.00___
TOTAL PREVIOUS SUPPLEMENTAL AGREEMENTS	$_____0.00____
REVISED MAXIMUM AMOUNT PAYABLE PER YEAR	$_____96,252.00____

ARTICLE 5. Payment
The amount of this supplemental agreement shown above shall be a prorated amount based on the cost for the type of installation calculated on EXHIBIT 3 of the original agreement and any increases or decreases caused by any subsequent supplemental agreements. The (monthly/quarterly/annual) payment shall be adjusted accordingly.

All other terms or conditions are unchanged and remain in full force and effect.

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

THE CITY OF __BEE CAVE_____
Executed on behalf of the City by:

By_____ Date_____

Typed or Printed Name and Title _____

_____

ATTEST:

By_____ Date_____
City Secretary

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

By_____ Date_____
District Engineer

EXHIBIT 1 - LOCATIONS

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

City Council Meeting
9/12/2023
Agenda Item Transmittal

Agenda Item:	**12.**
Agenda Title:	**Discuss and consider action on the Central Park Master Plan.**
Council Action:	**Discuss and Consider Action**
Department:	**Assistant City Manager**
Staff Contact:	**Lindsey Oskoui**

1. INTRODUCTION/PURPOSE

Discuss and consider action on adoption of the Central Park Master Plan

2. DESCRIPTION/JUSTIFICATION

a) Background

On June 8, 2021, City Council adopted a Concept Plan for Bee Cave Central Park. The Concept Plan depicted a layout of proposed uses, as well as existing uses proposed to be retained. It also depicted proposed park access, an internal circulation system, and parking areas.

b) Issues and Analysis

Using the adopted Concept Plan as its foundation, the Central Park Master Plan elaborates on the policy, analysis, variables, and considerations behind the individual and collective components in the Concept Plan. By providing the "why" behind each element of the "bubble diagram," the Plan endeavors to ensure the more detailed design (the next step in the process of implementation) of each element maintains programmatic, functional, and visual cohesion with the others

The Master Plan is organized into five chapters:

1) **Plan Context –** This section summarizes direction provided in the City's adopted Comprehensive Plan related to Parks and Recreation.

2) **Park Context –** This section summarizes the "background factors" reviewed and/or considered while developing proposals for the physical space. It summarizes the park's history, frames the local and regional context, highlights local demographic information, identifies common industry benchmarks for parks and park departments, summarizes the master planning process, relays public input about the current and future park, and captures staff observations about the park to date.

3) **Physical Framework –** This section identifies the physical characteristics of the park, including highlighting those aspects that create opportunities, present challenges, and pose hard limitations and elaborating on the multi-faceted analysis and draft iterations that led up to the final proposed and adopted Concept Plan. It also identifies existing and needed park infrastructure, such as pedestrian and vehicular

circulation, utilities, vegetation, and landscaping, and stormwater treatment and conveyance, to sustainably support the existing and proposed park amenities and programming.

4) Park Amenities & Operational Spaces – This section elaborates on each "use area" and the intent for design and functionality. It also provides guidance on the intended direction of placemaking elements and priorities, such as universal figurative and literal accessibility.

5) **Implementation –** This section provides generalized expectations on a timeframe for implementation, phasing, the design and construction process, and respective funding sources for infrastructure and use areas. It also recognizes some of the factors that will necessitate a substantial increase in the Operations and Maintenance budget in the years to come. Lastly, it identifies policy and other existing documents that need to or should be amended in order to be more consistent and/or not be in conflict with the objectives of the Master Plan.

As far as near-term steps, per the next agenda item, staff proposes to, presuming Master Plan adoption, immediately procure design services for the entirety of the park (i.e. infrastructure, use areas, and supporting elements) with the objective of having a complete design ready between Q3 and Q4 of 2024. Among the deliverables, the design team will produce materials needed for fundraising and grant applications, including renderings, detailed designs, and cost estimates. We also propose to issue within the next two months an RFQ for a Construction Manager at Risk to assist with ensuring the design fits within budget and to create efficiencies for materials procurement. We also propose to hire consultants with expertise in fundraising and grant writing to help us establish the framework for soliciting and accepting donations and grants. Like the other major facilities projects within the CIP, we will be using an Owners Designated Representative, Turner Townsend, to assist with Project Management.

Construction of **infrastructure and the maintenance area** is proposed to begin within the next twelve to eighteen months—with a CMAR on board, construction of certain elements may be able to begin prior to 100% completion of design documents. The CIP earmarked approximately $5,000,000 for infrastructure design and construction. The budget number will be re-evaluated as soon as possible with the design team and CMAR. The proposed funding source is an as-yet-unissued bond by the Bee Cave Economic Development Corporation.

Timing and phasing of construction of **use areas** is much more nebulous because, per the CIP, 100% of the funding is proposed to come through private fundraising and grants, the certainty of which is harder to predict.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

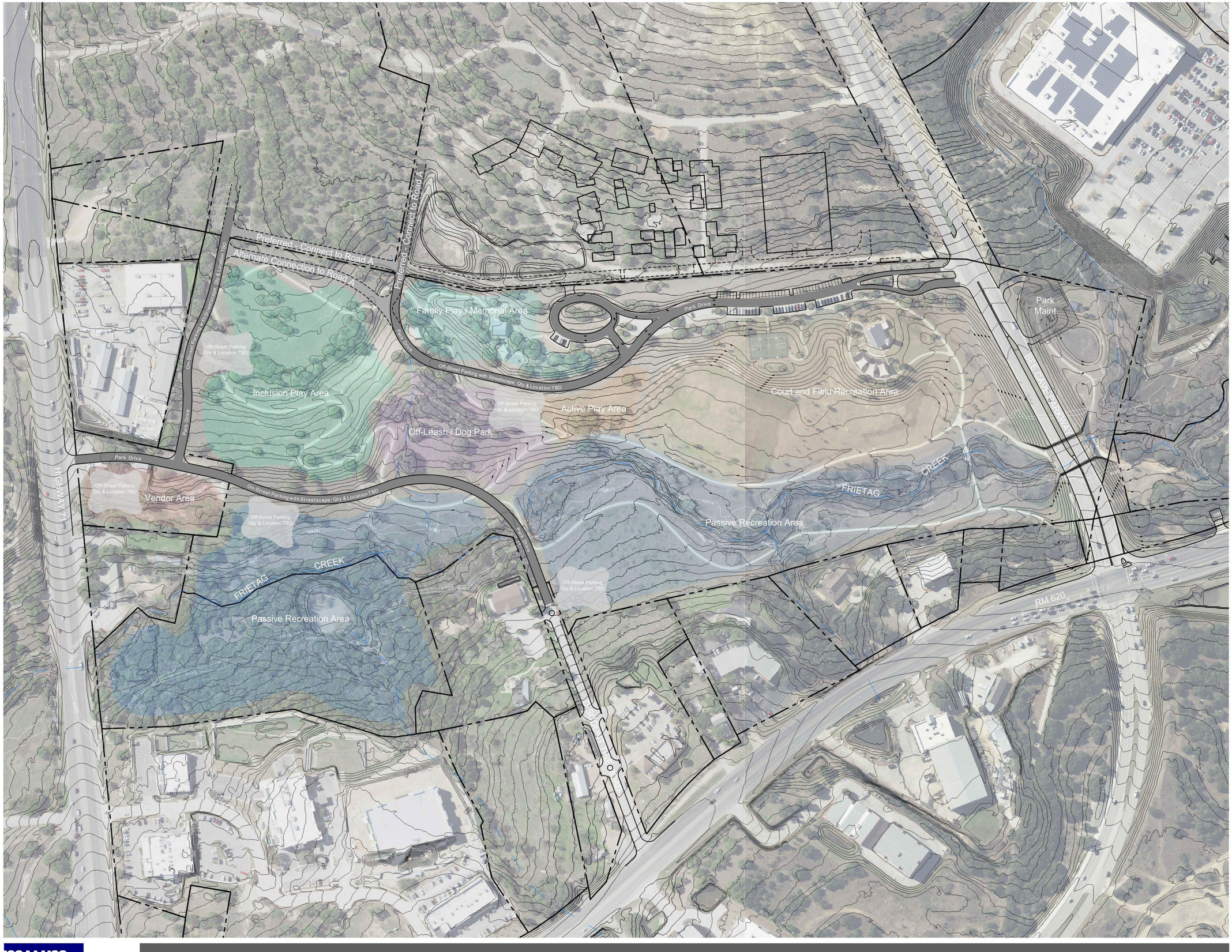
5. RECOMMENDATION

Adopt the Central Park Master Plan, as presented.

ATTACHMENTS:

Description	Type
Adopted Concept Plan	Backup Material
Proposed Master Plan - Intro and Chapter 1	Backup Material

Proposed Master Plan - Chapter 2	Backup Material
Proposed Master Plan - Chapter 3	Backup Material
Proposed Master Plan - Chapter 4	Backup Material
Proposed Master Plan - Chapter 5	Backup Material
Proposed Master Plan - Appendix	Backup Material



1" = 100'-0"
ORIGINAL IS ONE INCH
SCALE

DRAFT
4 June 2021

mwm Design Group

CONCEPTUAL DEVELOPMENT PLAN

BEE CAVE CENTRAL PARK

CITY OF BEE CAVE

City of Bee Cave

CENTRAL PARK MASTER PLAN

ADOPTED MONTH XX, 2023

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Foreword

The following Bee Cave Central Park Master Plan was put together over a period of twenty-seven months as a collaboration among Bee Cave City Council, City staff, MWM Design Group, the Bee Cave Economic Development Board, and citizens and park users alike, all of whom offered feedback and insight to how the park is used today and how they wish to see it used in the future. It sets forth the goals and vision for the Park, the underpinnings of which were the framework for the Parks system as envisioned in the City's Comprehensive Plan. And it proposes a framework for implementation, filtered through the lens of the City's FY 21-22 to FY 25-26 Capital Improvements Plan.

This Plan was adopted by Bee Cave City Council on August 22, 2023.

Source of Pictures: Scott Payton, City of Bee Cave Parks and Recreation Department

Source of Pictures: Scott Payton, City of Bee Cave Parks and Recreation Department

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PLAN CONTEXT

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Bee Cave Central Park, located west of RR 620 and Bee Cave Parkway, was introduced as the City's first public park in 2009. Originally fifty acres in size, it was donated to the City to offset the impacts created by the Hill Country Galleria development. At the time, the City's population was hovering around 3,900. As of 2023, the population within Incorporated limits has ballooned to just under 10,000 and the surrounding area has grown at an even faster rate. Over that same time period, the community's expectations for park amenities have also evolved and increased. Due in part to its central location, proximity to town center, natural features, and relative pliability compared to other City-owned properties and parks, Central Park has become the natural candidate to fulfill those demands and transition from a predominantly passive open space to a more intentional, and programmed park.

The purpose of this plan is to articulate the vision and set forth a path for implementing it.

DRAFT

Source of Pictures: Scott Payton, City of Bee Cave Parks and Recreation Department

A comprehensive plan Vision Statement is:

- An "image" or detailed description of what the community wants to become
- An expression of the community's collective values and aspirations
- A guide for the plan's policies and actions

Our Bee Cave 2037, the City's Comprehensive Plan

The City's Comprehensive Plan, Our Bee Cave 2037, is a community guide to manage growth, promote investment and reinvestment, and sustain the exceptional quality of life that attracts residents, businesses, and investment to Bee Cave. It was adopted in 2016 with the intent of "solidifying a vision for Bee Cave that is focused on the character of the City; our people, institutions, and government; our economy; and our form and function." Our Bee Cave 2037 serves as the overarching policy for land use, development, and infrastructure decisions for City staff, the Planning and Zoning (P&Z) Commission, and City Council. Other future special area plans (e.g., parks and open space plan or for the central business district) should be consistent with the Comprehensive Plan.

The plan provides policy direction for a range of topics relevant to the day-to-day aspects of living in Bee Cave as well as long-range plans for the City that impact transportation, land use, recreation, and housing decisions.

Vision Statement

The Comprehensive Plan opens with a vision statement, which is "an expression of the community's collective values and aspirations and a description of what the community wants to become in the future—it answers the question "where do we want to be in 20 years from now?" Ultimately, the Comprehensive Plan defines "how we get there." The Vision guides the development of each element of the plan, including action steps to make the plan a reality. The following page contains excerpts relevant to the master planning process for Central Park.

VISIONING FRAMEWORK

The Character of Bee Cave

Bee Cave is **connected**; with our **town center acting as a hub** of commercial and **civic activity** and with a developing **network of local roads**, trails and sidewalks **linking all community landmarks and neighborhoods**.

Bee Cave is green and healthy, with **an expanded network of** parks, trails, **recreational** and sports **facilities**, and open spaces.

Bee Cave is safe and **livable**, a hospitable **hometown community** of friends and neighbors.

Our People, Institutions and Government

Bee Cave is a family-oriented community **worthy of investment in** education, **recreation and sports**, and opportunities for engagement in civic affairs.

Sound Growth: Strengthening Our Form and Function

Priority is given to infrastructure systems that have undergone **well-planned, staged expansion** to serve and **guide the City's growth.**

Parks, greenways, healthy water resources, stream corridors, a tree canopy and other natural resources protected and integrated into the fabric of the community and contributing to the community's health.

full lifecycle active recreation

helping children learn

family-friendly programming

new and improved

permanent and rotating activities

parks and recreational opportunities

things to do

food options within the City's park and open spaces.

Parks & Recreation ("PR") Goals and Strategies

Within the Comprehensive Plan, there is a section dedicated to Parks & Recreation. It interweaves goals and objectives for the parks and trails systems as a whole; in addition to the Vision statement, offers some particularly inspirational directive words, and phrases; and has a wide array of facility, staffing, budgetary, and programmatic implications.

Goal PR-1: Provide a comprehensive system of greenbelts with multi-use trails and parks that is compatible with the environment, provides green infrastructure benefits, and improves non-motorized connectivity throughout Bee Cave. The City developed a Hike and Bike Trail Connectivity Plan in 2015 with the objective of creating a trail system plan to provide: "a safe, convenient, and functional transportation link across the City for pedestrians and bicyclists who seek to utilize nonmotorized modes of transportation to meet their regular travel needs as well as for recreational purposes all while maintaining the natural beauty of the City of Bee Cave." The Connectivity Plan builds on the 2006 Parks, Trails and Open Space Master Plan which found that residents strongly supported new trails and linear parks. Improving connectivity by creating multi-use trails for walking, biking, and running has been one of the priorities expressed by residents. The original goal of the Connectivity Plan was to create a complete off-street trail network; however, given the existing constraints of topography and road network, the plan recommends a combination of off-street and on-street facilities. Construction of the first phase of Bee Cave's "Connectivity Trail" is slated to begin near the Falconhead subdivision at the intersection of Falconhead Boulevard and RR 620. The trail will ultimately provide a safe and convenient link for non-motorized travel and recreation through the City, and greatly improve the overall ease of walking and biking throughout the City.

- 3.1 Implement the Hike and Bike Trail Connectivity Plan priorities for an off- and on-street trail network (e.g., Inner Loop Trail) through public private partnerships, development agreements, and phasing strategies. (See also FLU 1.7, M 2.7). Work with developers and property owners to create new trails consistent with the plan and increase sidewalk widths to accommodate overlap with trails.
- 3.2 As areas of the City develop or redevelop, require property owners to work to obtain easement agreements to complete gaps in the planned multi-modal network and encourage greenbelt / parks space dedication through the development review process. (See also FLU 1.7, M 2.7). Work with developers and property owners through the development review process to ensure that dedicated parkland includes active recreational uses that fill the needs of Bee Cave residents.
- 3.3 Continue to require land set aside for water quality treatment areas to add to the regional stormwater treatment and green infrastructure network, and look for opportunities to create usable open space (e.g., with walking trails) within these areas. (See also PFS 6.6).
- 3.4 Require the provision of pedestrian, equestrian and/or bicycle pathways within and between private developments.
- 3.5 Utilize utility and powerline easements, as well as floodplain easements to set aside open space and develop greenway corridors with multiuse trails. Consider low-impact trails within floodplain corridors and in required open space buffers, where feasible.
- 3.6 Provide safe and convenient routes to connect to and from the City's trail system, schools, community buildings, and Central Business District. (See also ECE 8.10). Potential interventions include billing in gaps in the sidewalk network, adding share the road signage / sharrows, and working with LTISD to identify and support Safe Routes to Schools.
- 3.7 Improve public enjoyment of Bee Cave's open spaces, including the large conservation areas within the City's ETJ. (See also ERP 7.3). Consider approaching conservation area land owners to explore opportunities for primitive hiking trails, environmental education, and volunteer opportunities.
- 3.8 Encourage conservation development (clustered small lot residential subdivisions with permanently protected open space) with linkages to both public and private parks and trails.

Goal PR-2: Operate and maintain parks, plazas, and recreational facilities through new and existing partnerships to allow opportunities for all Bee Cave residents and visitors to experience and enjoy the City's open space and recreation. Through the planning process, including the 2014 Preparatory Survey, the community expressed strong support for new and improved open space, parks and recreational opportunities, and multi-use trail connections in Bee Cave. The EDB and the City have been successful at developing parks and services through innovative public-private partnerships. As the population continues to grow, Bee Cave should consider adding capacity to meet the growing demand for parks and recreation services, while continuing to develop innovative partnerships. Parks and open space provide residents interaction with nature, which generates a multitude of social and health benefits.

- 3.9 Update the 2006 Parks, Trails, and Open Space Master Plan to reflect the population growth, current resident priorities and needs, and changes to the park and open space network that have occurred since the plan was developed. The plan was recommended for a 5-10 year period and Texas state guidelines recommend updates at least every 10 years. An update should include a survey of residents' preferences and needs for parks and recreational activities and programming.

- 3.10 Strengthen the City's capacity to develop partnerships supporting the development of parks and provide opportunities for full lifecycle active recreation, for all ages, in Bee Cave. Bee Cave should consider adding a Parks and Recreation Department or staff position to plan, manage, and coordinate the City's efforts related to parks, trails, and open space. While the City of Bee Cave will continue to maintain its legacy of creating strong public-private partnerships and limited (cost-efficient) government services, parks and recreation is an area that is strongly desired by residents and will benefit from the City's Financial resources and commitment to planning for future services as the population grows. As this growth occurs, the City will need to anticipate and plan for new parks and facilities, at the same rate as the growth is occurring, that are appropriate for all ages.

Goal PR-3: Expand the role of parks and recreation in providing overall opportunities for improved community health, community events, including family-friendly programming and "things to do" in Bee Cave. Parks serve many different purposes including providing opportunities for physical and social interaction, helping children learn, and providing economic benefits through enhancing property values and serving as community attractions. Through the planning process, many residents commented that they would like to have more options for recreation and activities in Bee Cave. The Bee Cave Sculpture Park is a great example of a park that serves several purposes and provides a way for residents to enjoy arts and culture in an outdoor setting. Bee Cave should continue to explore options for educational programming, events and festivals, and permanent / rotating activities and food options within the City's park and open spaces.

- 3.11 Consider adding rotating family-friendly events (e.g., concerts, festivals) and new programs to Bee Cave parks. Consider parking capacity, options for shared parking, and access needs to support events.
- 3.12 Promote Bee Cave's parks and recreational opportunities and activities for community use. The City should consider the use of the hotel tax to help fund events and activities that support local businesses, provide opportunities for recreation, and support the local tourism industry. Other potential efforts include a promotional / educational campaign to increase awareness of parks and recreational activities, such as organized trail hikes or bicycle rides, or the creation of a "Friends of" Parks group to support Bee Cave's parks and recreational resources.
- 3.13 Encourage the continued recreational and community use of the "Field of Dreams" site.

events and festivals

educational programming

community attractions

economic benefits through enhancing property values

physical and social interaction

innovative public-private partnerships

As of the production of this Plan, the goals are in various states of completion, some of which will inherently always be 'on-going': a Parks and Recreation Department was established in 2018 and has continued to add staff, establish internal protocols and policies, and develop an operational framework. The Hike & Bike Connectivity Plan, adopted in 2016, is in its third phase of implementation and is slated to be substantially complete within the next five years. The City has begun offering limited event programming such as a 2021 and 2022 haunted trail, both to be responsive to community interest, but also to beta test future demands on the Department.

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PARK CONTEXT

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TIMELINE OF CITY ACQUISITION OF PROPERTY:

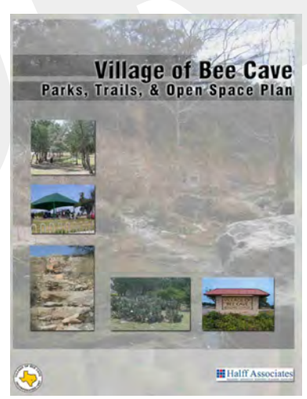
1976 — 2005 — 2006 — 2006 — 2020

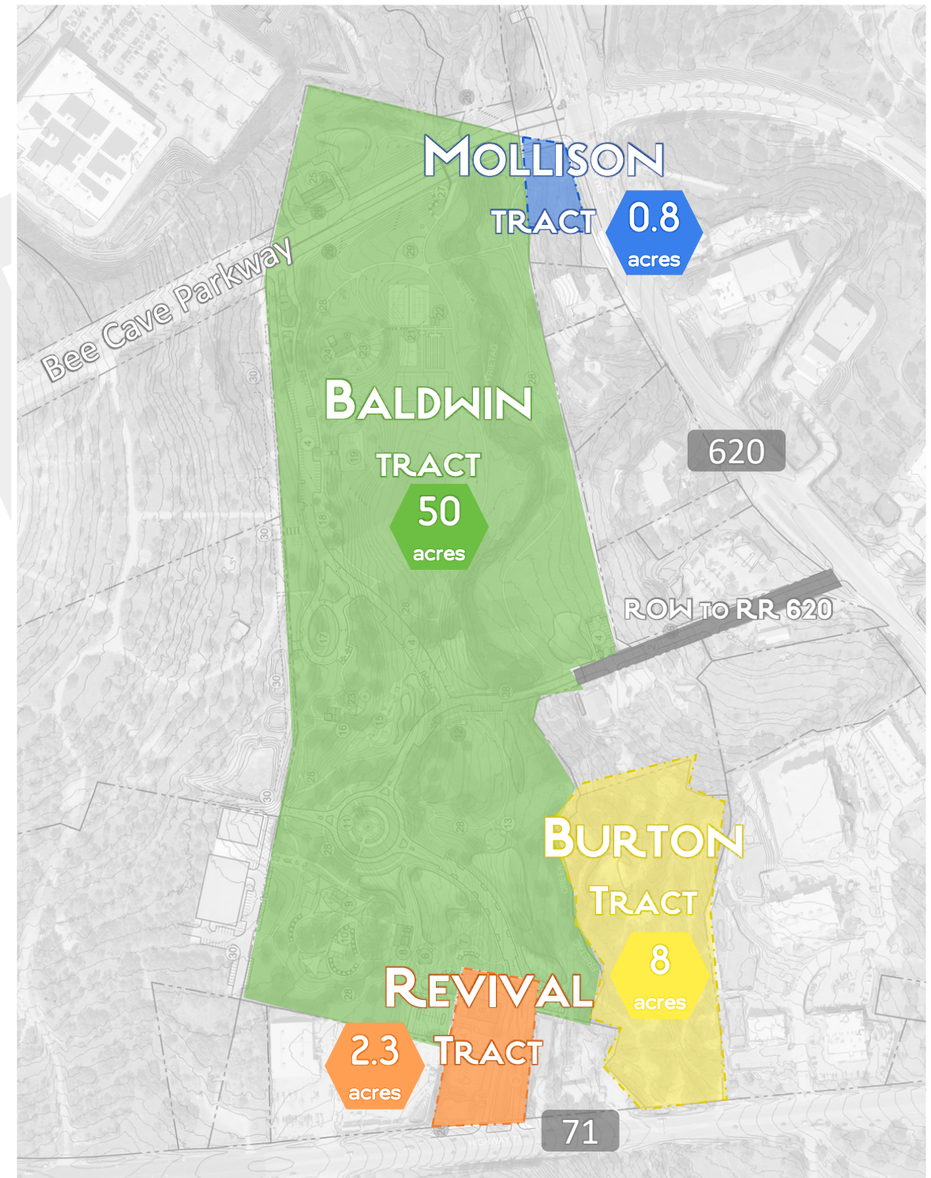
Central Park is composed of four distinct parcels that, in total, equate to approximately 60 contiguous acres. The primary 50 acres were donated to the City in 2005 by the Baldwin family in conjunction with an offset to impervious cover for the Hill Country Galleria development. Unlike the other three tracts, the Baldwin Tract carries with it deed restrictions[1] that limit the property's use to "public purposes," such as public open space, park or recreational uses, governmental offices, recreation centers, hike and bike trails, swimming pools, playgrounds, and sports fields; the property is prohibited from being used for commercial purposes. Although an impervious cover restriction on the Baldwin Tract was not quantified in any known legal instrument, it is qualitatively presumed that impervious cover on it is limited and a transfer of impervious cover from another property may be necessary.

The Burton Tract, which is marked by a portion of Freitag Creek and corresponding drainage easements and floodplain, was effectively donated to the City in 2006 by the Burton family[2]. The Mollison Tract is a property remnant also acquired by the City in 2006 in conjunction with the construction of Bee Cave Parkway[3].

Currently, the sole access to and from the Park is via an entrance off Bee Cave Parkway at the northwest corner. The Park is indirectly connected to R.R. 620 via an unnamed road dedicated to the public (specifically Travis County Commissioners Court[4]) in 1976. Most recently, the City acquired 2.3 acres for "general municipal purposes" directly adjacent to SH 71, thereby giving the Park the opportunity for direct access to and from SH 71.

In 2006, the City (Village at the time) prepared a Parks Open Space and Trails Plan to project the City-wide parks and open space needs over the subsequent ten to fifteen years, which coincided with projected City build out. Although the Plan was not ultimately adopted by City Council, it did contain certain elements that have since come to fruition, including the Central Park and the Primitive Park, and "industry" standards that can provide benchmarks for successful park and park system design.

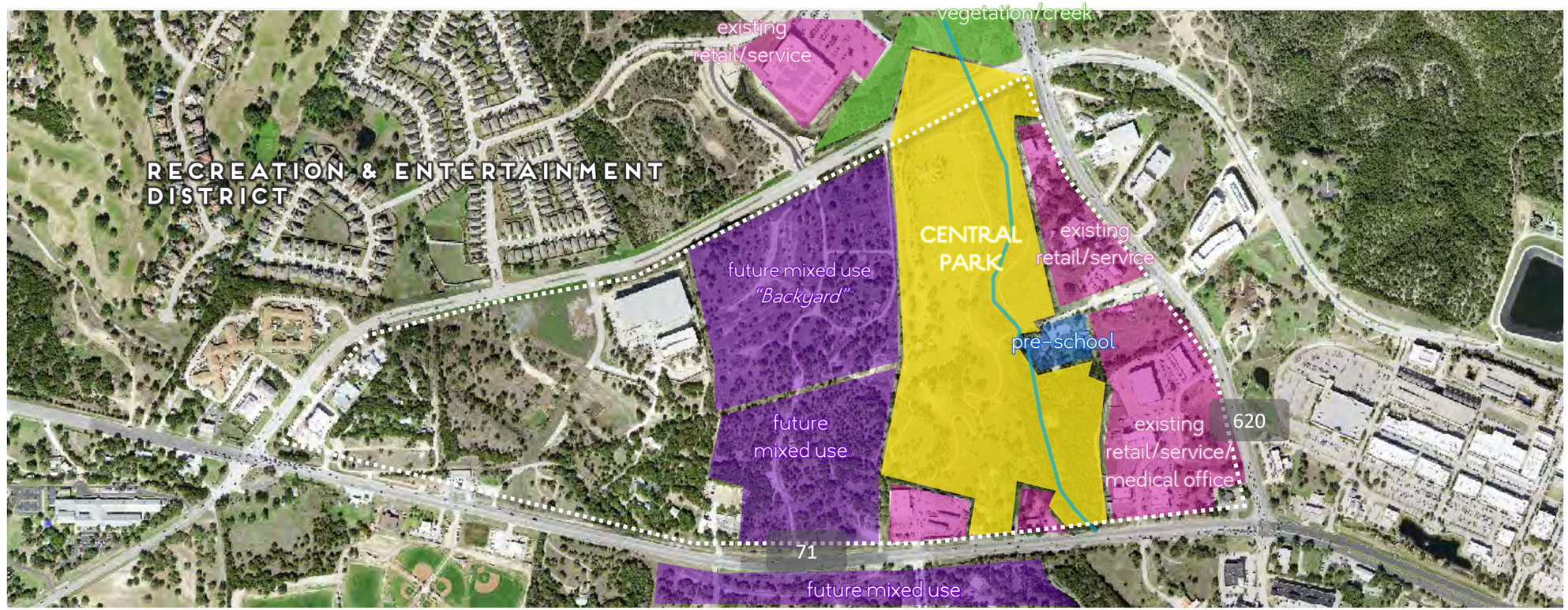




1 *Document # 2005236017 Official Public of Records Travis County Texas (OPRTCT)*
2 *Document # 2006223002 OPRTCT*
3 *Document # 2006241885 OPRTCT*
4 *Document #s Vol 5647 Pg 872 and Vol 4997 Pg 313 OPRTCT*

PARK HISTORY

Source of Pictures: Anna Jensen ,City of Bee Cave Parks and Recreation Department



Bee Cave Central Park is located in the center of the City of Bee Cave, west of RR 620, south of Bee Cave Parkway, and north of SH 71 and is a prominent component of the Recreation and Entertainment District identified in the City's Comprehensive Plan, "*Our Bee Cave 2037.*" Central Park plays a pivotal role in fulfilling several City goals and objectives, for example:

Central Park is bordered to its south and east by existing retail and service-based businesses and a pre-school. Generally speaking, these developments are oriented away from the Park and toward RR 620 or SH 71, with no direct vehicular or pedestrian connectivity. The property abutting the north side of the park is composed of undeveloped portions of commercial tracts; it contains dense vegetation and a creek that provide a visual buffer and a physical barrier between the park and the buildings beyond. The properties to the west of the Park are undeveloped—the northernmost of the two properties has been approved for a mixed-use development containing an outdoor amphitheater, a mix of restaurants and retail, office, and a hotel ("the Backyard"). The development plan for the southernmost property is to be determined, but anticipated to be mixed use and support the intent for this portion of the City to function as a 'recreation and entertainment district.'

GOAL PR-3: *"Expand the role of parks and recreation in providing overall opportunities for improved community health, community events, including family-friendly programming and "things to do" in Bee Cave."*

VISION STATEMENT: *"Bee Cave is green and healthy, with an expanded network of parks, trails, recreational and sports facilities, and open spaces."*

VISION STATEMENT: *"Parks, greenways, healthy water resources, stream corridors, a tree canopy and other natural resources protected and integrated into the fabric of the community and contributing to the community's health."*

SURROUNDING CONTEXT

Sherwin Williams Paint Store

Discount Tire

Lake Hills Montessori

Bee Cave Veterinary Clinic, Culture ATX Salon, Lake Pointe Nails and Spa, Dalia Jeweler

McCoy's Building Supply

Rosie's Restaurant

Just 4 Paws Animal Kennel

W

The Backyard Music Venue and Food and Beverage Village

Source of Pictures: City of Bee Cave

Source of Backyard Renderings: Studio Steinberner

PUBLIC

Each park in the City system has been and is being curated to serve different purposes and needs within the community, as described below.

Community Park

❸ Bee Cave Central Park ····· 60 ACRES

ROLE: Presently and in the future this park is envisioned to be the City's most active recreational and open space., with programming and amenities to match. It currently contains two playgrounds, a dog park, two pavilions, a basketball court, a mixed-sport field, miles of walking/jogging trails, and ample opportunities for bird watching.

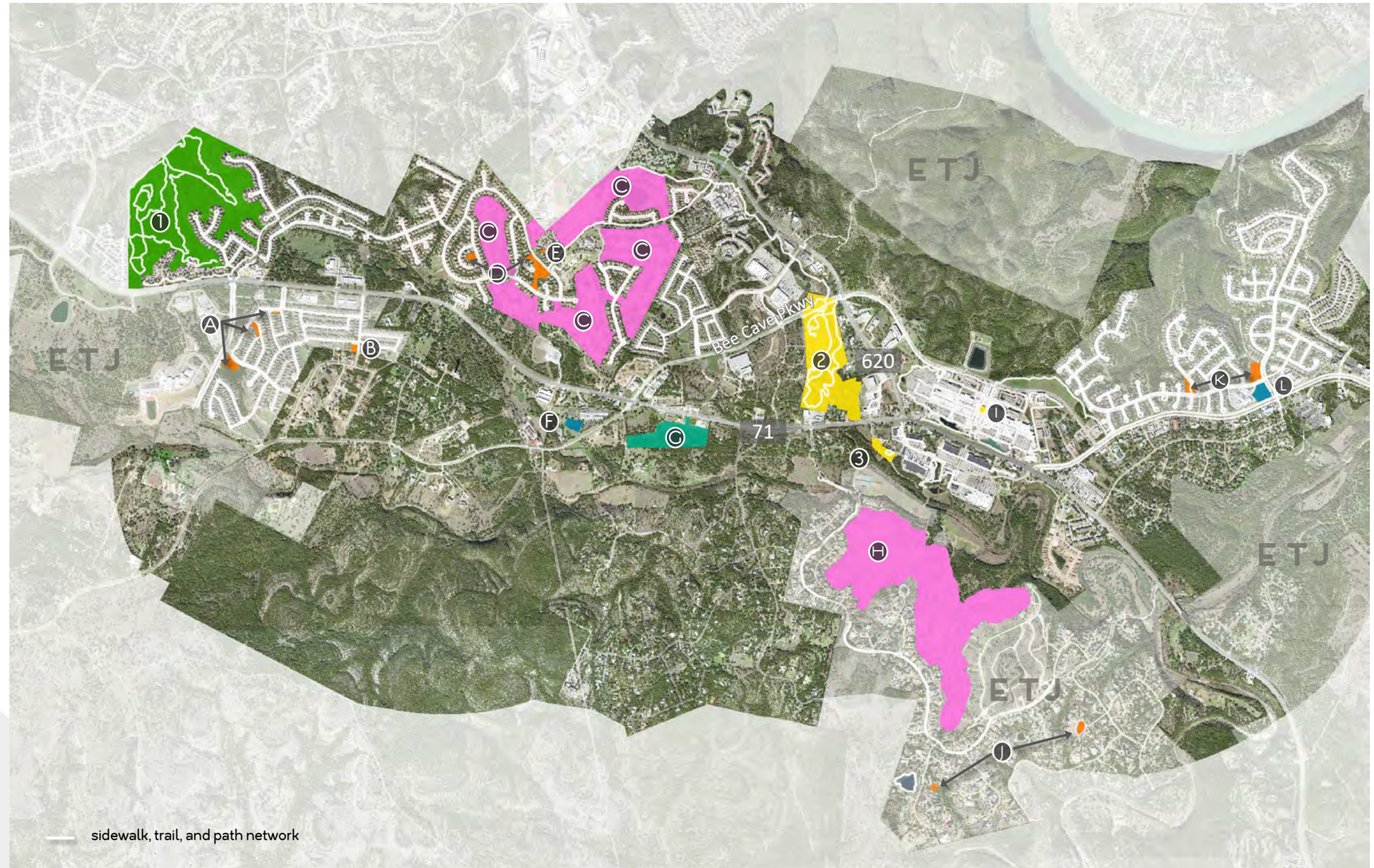
❹ Bee Cave Sculpture Park ····· 6 ACRES

ROLE: This contemplative space is adjacent to the Bee Cave Police Department and represents a partnership between the City and Bee Cave Arts Foundation to offer art in public places. Adjacent to a small pond, this park offers a serene place to sit or wander. Like Central Park, it, too, will ultimately be integrated into the City's city-wide trail system.

Primitive Park

❶ Bee Cave Primitive Park ····· 149 ACRES

ROLE: As its name suggests, the Primitive Park offers 3.8 miles of rugged walking and mountain biking trails. Adjacent to residential, limited in parking, and purposely lacking in additional amenities, this park is envisioned to offer a more secluded, quiet, and nature-based option compared to Central Park's trail network. This park is a partnership among the Falconhead West Homeowners Association, which owns the property, the Bee Cave Economic Development Corporation (EDC), which leases the property, and the City, which maintains the property on the EDC's behalf. The property also serves as water quality and drainage facility.



PRIVATE

Neighborhood Park

- Ⓐ Bella Colinas Community Pool, Playground & Pocket Parks
- Ⓑ Terra Colinas Community Pool
- Ⓓ Falconhead Pocket Parks & Playground
- Ⓔ Grove Community Pool
- Ⓙ Spanish Oaks Community Pool & Pocket Park
- Ⓚ Lake Pointe Community Pool, Playground & Pocket Parks

Sports Fields

- Ⓖ Lake Travis Youth Association Field of Dreams

School Facility

- Ⓕ Bee Cave Elementary Playground
- Ⓛ Lake Pointe Elementary Playground

Community Gathering Space

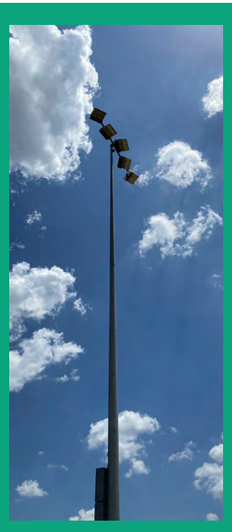
- Ⓘ Hill Country Galleria Central Green

Golf Course

- Ⓒ Falconhead Golf Course
- Ⓗ Spanish Oaks Golf Course

LOCAL PARKS & RECREATION

PRIMITIVE PARK

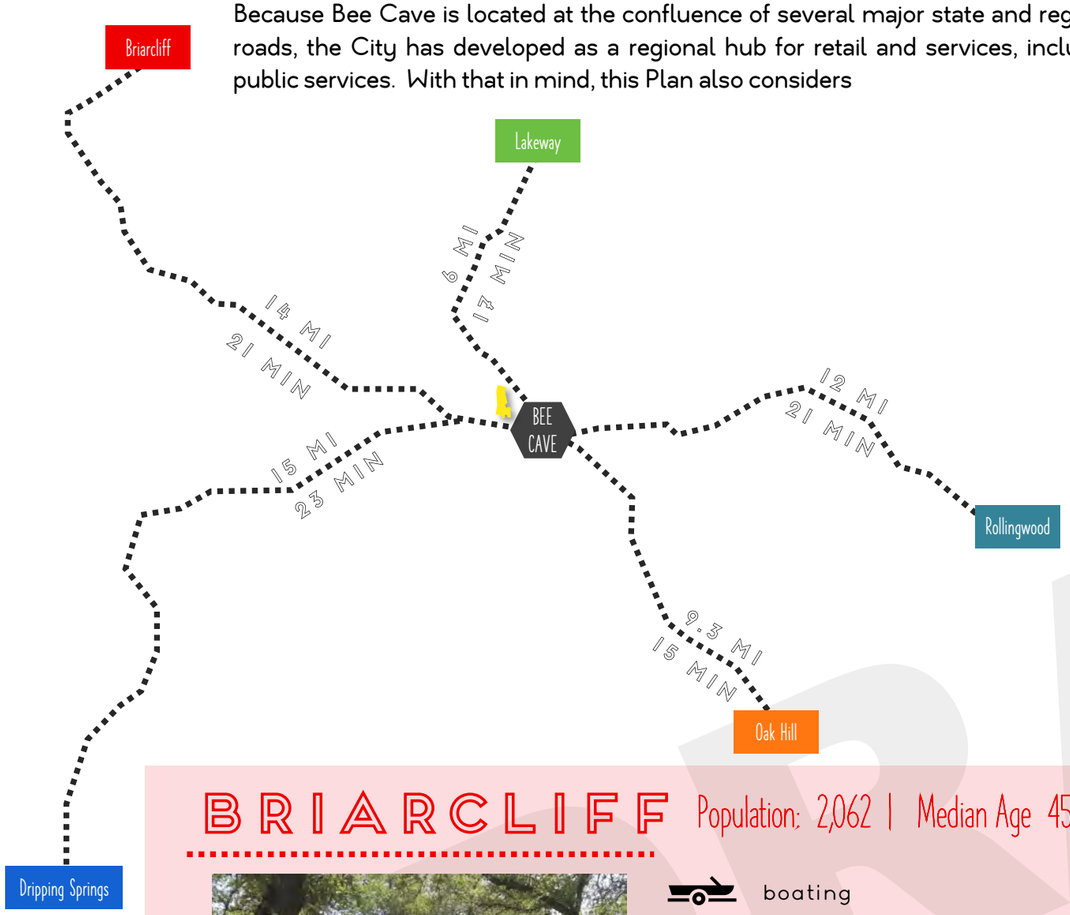


LAKE TRAVIS YOUTH ASSN FIELD OF DREAMS

SCULPTURE PARK

Source of Pictures: City of Bee Cave

Because Bee Cave is located at the confluence of several major state and regional roads, the City has developed as a regional hub for retail and services, including public services. With that in mind, this Plan also considers



DRIPPING SPRINGS

Population: 19,300 | Median Age 38.4

PARK AMENITIES

- baseball
- basketball
- camping
- equestrian
- grilling/pavilions / picnic area
- performance/event venue
- pool
- sports/multi-purpose field
- trails/walking track
- nature space/meadows

BRIARCLIFF

Population: 2,062 | Median Age 45.4

Source of Pictures: Christina Lawrence via businessyab.com

- boating
- disc golf
- dog park
- golf
- trails/walking path
- tennis

OAK HILL NEIGHBORHOOD

- basketball
- biking trails
- hiking
- grilling/pavilions /picnic area
- nature space/wildlife watching
- playscape
- pool/swimming
- sports/multi-purpose field
- volleyball

REGIONAL PARKS & RECREATION

LAKEWAY

Population: 19,300 | Median Age: 49.6

PARK AMENITIES

- baseball
- basketball
- volleyball
- butterfly garden
- boating
- dog park
- grilling/pavilions /picnic area
- playscape
- performance/event venue
- pool/swimming
- rock climbing
- skate park
- sports/multi-purpose field
- tennis/pickle ball
- trails/walking track
- nature space/meadows

ROLLINGWOOD

Population: 1,331
Median Age: 45.4

PARK AMENITIES

- sports/multi-purpose field
- playscape
- grilling/pavilions /picnic area
- nature space/meadows
- trails/walking track

ROLLINGWOOD PARK

Source of Picture : Trip Advisor

Zip Code: 78735 | Population: 29,432 | Median Age 40.8

BARTON CREEK HABITAT PRESERVE

Source of Picture : The Nature Conservancy

CONVICT HILL QUARRY PARK

Source of Picture NatureRocksAustin.org

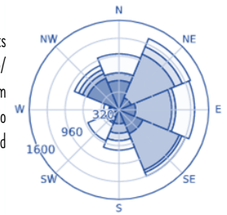
DICK NICHOLS DISTRICT PARK

Source of Picture Familytriptips.org

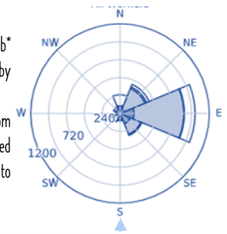
COMMUTING PATTERNS

Source: 2019 https://onthemap.ces.census.gov/

2019 job* counts by distance/ direction from home to workplace located in Bee Cave.



2019 job* counts by distance/ direction from home located in Bee Cave to workplace.



7,455 - 2019 Jobs* in Bee Cave
7,271 - Employed in and commuting in to Bee Cave
2,187 - Living in Bee Cave and commuting out
184 - Living in and employed in Bee Cave

	Count	Share	Count	Share
2019 Total Jobs*	7,455	100%	2,371	100%
Less than 10 miles	2,678	35.9%	649	27.4%
10 to 24 miles	2,667	35.8%	1,166	49.2%
25 to 50 miles	531	7.1%	86	3.6%
Greater than 50 miles	1,579	21.2%	470	19.8%

** Includes all public and private sector jobs*

PERCENT OF EMPLOYED BEE CAVE RESIDENTS WORKING FROM HOME

2000 — 9.1%

2010 — 24.5%

2020 — 33.5%

Sources: 2000 Decennial Census DP3 Profile of Selected Economic Characteristics; 2000; DEC Summary File 3 Demographic Profile

2010 & 2020 American Community Survey 5-Year Estimates Subject Tables S0801 Commuting Characteristics by Sex

BUSINESS PROFILE

** approximate*

74* RESTAURANTS

157* SHOPS

Source: Trade Areas, Bee Cave City Limits, 2018 Census Data via Data Axle Inc.

TOP 5 EMPLOYEMENT SECTORS OF BEE CAVE RESIDENTS

Educational services, and health care and social assistance	714
Finance and insurance, and real estate and rental and leasing	710
Professional, scientific, and management, and administrative and waste management services	676
Retail trade	374
Arts, entertainment, and recreation, and accommodation and food services	279

Source: 2020 American Community Survey 5-Year Estimates Data Profiles DP03 Selected Economic Characteristics

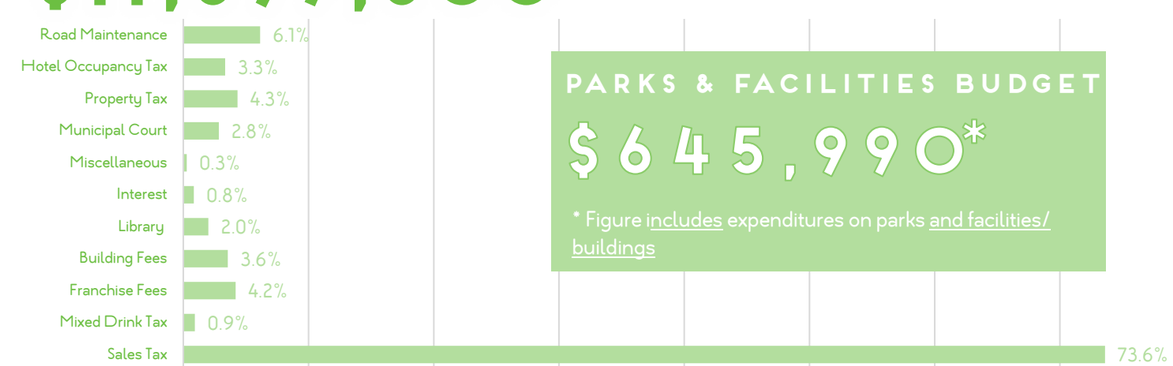
By nearly every metric the City—and western Travis County, in general—have undergone dramatic change in the last two decades. In many ways, the snapshot of change within City Limits is a microcosm of the change occurring in the City's larger "catchment area." As open space diminishes, population increases, and demographics shift, so, too, do the demands on and expectations of the City's park system.

In addition to playing an integral role in the quality of life for Bee Cave residents, the City's parks system plays an important, albeit more indirect, role in the City's financial model. With 74 percent of its annual revenue composed of sales tax and only 4 percent composed of property tax, the City decision matrix on how it invests in capital projects at times places weight on whether a project will fulfill a regional need that attracts people into town and ultimately prompts them to spend money at local businesses. The objective is not only to perpetuate a sustainable financial model for the City, but also the businesses within it, so they can continue to provide the amenities, services, and conveniences Bee Cave residents have come to enjoy.

CITY BUDGET

FY 21-22 PROJECTED REVENUE:

$11,897,500



PARKS & FACILITIES BUDGET

$645,990*

* Figure includes expenditures on parks and facilities/ buildings

Source: City of Bee Cave FY 21-22 Amended Budget

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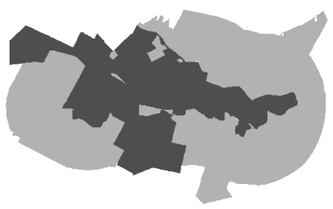
BEE CAVE DEMOGRAPHICS & METRICS

CITY & ETJ LIMITS OVER TIME

2000

CITY LIMITS: 1,605 acres
ETJ: 6,947 acres

2010



CITY LIMITS: 5,487 acres
ETJ: 4,263 acres

2020

CITY LIMITS: 5,537 acres
ETJ: 4,263 acres

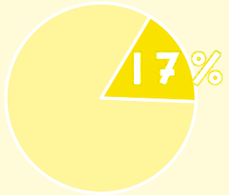
Source: City of Bee Cave, Planning & Development Department

2022 DEVELOPMENT STATISTICS

$785,000

AVG $ PER ACRE FOR UNDEVELOPED LAND WITH FRONTAGE ON A MAJOR ROAD

% OF UNDEVELOPED & UNDERDEVELOPED LAND WITHIN CITY LIMITS:*



* Excludes Balcones Canyonland and City of Austin Water Quality Lands, which are undevelopable.

POPULATION

CITY OF BEE CAVE

2000	656
2010	3,925
2020	9,144

Sources: Decennial Census 2000: DEC Summary File 2 Demographic Profile; DP1 Profile of General Demographic Characteristics: 2000

Decennial Census 2010: DEC Summary File 1 P1 Total Population | Decennial Census 2020: DEC Redistricting Data (PL 94-171) P1 RACE

$100,179

2021 MEDIAN HOUSEHOLD INCOME

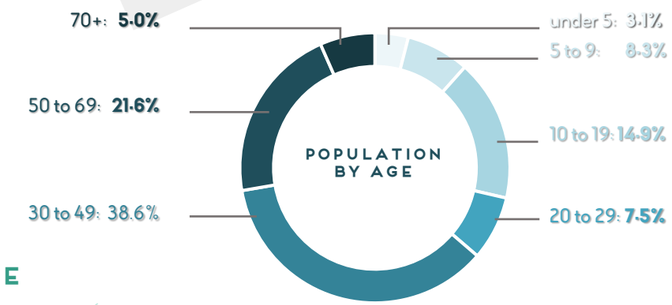
Source: 2021, 2020 and 2010 American Community Survey 5 year Estimates S1901 INCOME IN THE PAST 12 MONTHS (IN 2020 INFLATION-ADJUSTED DOLLARS) | 2000 Decennial Census DP3 Profile of Selected Economic Characteristics: 2000 Summary File 3 Demographic Profile

2020: $87,688 | 2010: $89,391 | 2000: $120,871

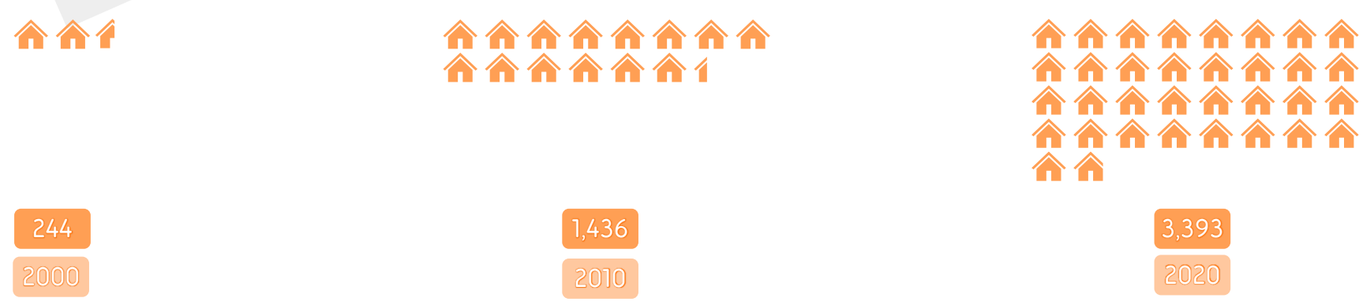
37.1

2020 MEDIAN AGE

Source: 2020 American Community Survey S0101 Age and Sex 5 Year Estimates



CITY OF BEE CAVE HOUSING UNITS



Sources: 2000 Decennial Census H001 Housing Units DEC Summary File 1 | 2010 American Community Survey B25001 5 Year Estimates | 2020 American Community Survey B25001 5 Year Estimates

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NATIONAL RECREATION AND PARK ASSOCIATION

Established in 1965, the National Recreation and Park Association (NRPA) is the leading not-for-profit organization dedicated to "building strong, vibrant and resilient communities through the power of parks and recreation." One of NRPA's core functions is to solicit, compile, and disseminate data on parks and recreation programs.

The 2022 NRPA Agency Performance Review presents data from more than 1,000 unique park and recreation agencies across the United States as reported between 2019 and 2021 and highlights 27 of the most critical park and recreation metrics collected from the NRPA Park Metrics database on topics spanning from budgets to staffing, facilities, programming, and more.

Most of the data presented in the 2022 NRPA Agency Performance Review feature medians and data responses at the lower quartile (lowest 25 percent) and upper quartile (highest 25 percent). Furthermore, the data can be cross-tabulated and filtered by population, agency type, size, and geographic region.

The data allow for insights into where an agency stands compared to "typical" agencies (i.e., those at the median values), as well as the full spectrum of agencies at both the high and low quartiles, which then provides places, such as Bee Cave an opportunity set customized, but informed performance measures appropriate to their particular locale. The data provided over the next few pages was filtered through the following lenses so as to best match Bee Cave:

- Jurisdictions Population: < 20,000
- Population Per Square Mile: 500–1,500
- Budget Size: < $500,000
- Number of Full Time Equivalents (FTEs): <10
- Number of Parks Maintained: <10
- Region: Southern

Bee Cave

2022 POPULATION: **9,720**

POPULATION DENSITY: **1,117 PEOPLE/SQ MILE**

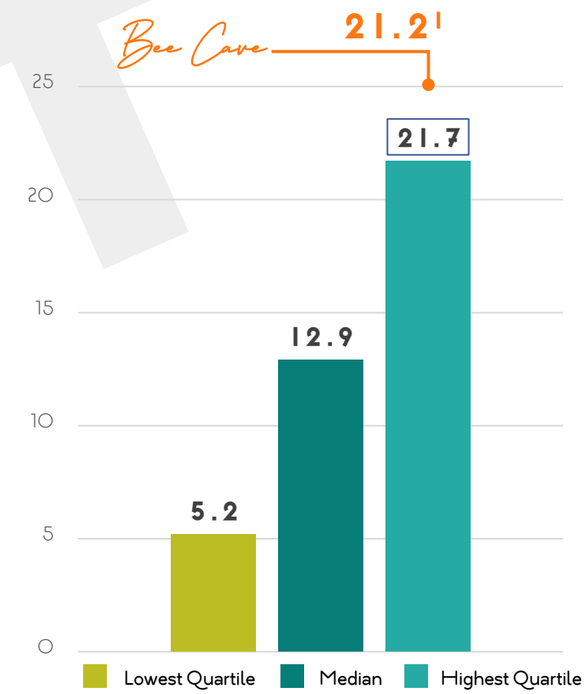
OF PARKS/OPEN SPACE MAINTAINED: **3**
(Central Park, Primitive park, Sculpture Park)

PARKS ANNUAL BUDGET: **~$631,000**

FULL TIME EQUIVALENT POSITIONS: **7**

This table on the opposing page conveys how common it is for an agency, when filtered by a characteristic similar to Bee Cave (e.g. population less than 20,000, fewer than ten parks staff, or agencies with <$500,000 budget) to have one or more of a particular facility (i.e. "prevalence) and, if present, the number of people served per instance of said facility ("Population per Facility"). The facilities in orange denote those already present at Central Park.

ACRES OF PARK LAND
1,000 RESIDENTS



[1]: 21.2 acres/1000 if counting City-owned Parks and Open Space, only (i.e. Central Park, Primitive Park, Sculpture Park) If counting City-owned parks and rec facilities plus privately owned parks and rec facilities (i.e. golf courses, Lake Travis Youth Association TYA, HOA managed parks and open space) ratio is 62.6 acres/1,000 population.

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BENCHMARKS: FACILITIES

	POPULATION <20,000		FTES ≤ 10		BUDGET <$500,000	
	Prevalence Per Facility	*Population Per Facility*	Prevalence Per Facility	*Population Per Facility*	Prevalence Per Facility	*Population Per Facility*
Playground	96%	1,986	95%	2,900	98%	2,950
Dog Park	44%	11,100	43%	15,553	29%	11,500
Multi-use courts - basketball, volleyball	46%	5,400	40%	6,601	33%	3,348
Basketball court	86%	3,750	81%	4,320	80%	3,224
Rectangular fields- multipurpose	60%	4,362	64%	5,079	64%	3,348
Multi-purpose Synthetic Field	3%	12,962	4%	271,177	2%	N/A
Rectangular Fields: football field	26%	8,004	27%	10,500	29%	11,000
Rectangular fields - soccer field- adult	35%	8,017	29%	9,167	36%	10,059
Rectangular Fields: soccer field - youth	52%	3,504	46%	4,150	40%	3,524
Rectangular Fields: lacrosse field	4%	7,102	2%	N/A	0%	N/A
Rectangular Fields: field hockey field	2%	N/A	3%	N/A	0%	N/A
Rectangular Fields: Cricket Field	1%	N/A	1%	N/A	0%	N/A
Overlay field	6%	8,707	4%	5,000	0%	N/A
Diamond Fields: baseball-youth	78%	3,107	73%	3,344	71%	3,928
Diamond fields: softball fields-youth	62%	5,339	60%	5,692	56%	5,500
Diamond fields: baseball - adult	45%	7,954	38%	7,800	31%	10,044
Diamond fields: softball fields - adult	51%	5,667	47%	7,869	40%	5,342
Ice Rink (outdoor only)	21%	7,997	16%	7,400	16%	3,871
Community Garden	40%	8,773	41%	10,213	33%	7,400
Driving Range Station	9%	5,055	3%	N/A	2%	N/A

PROGRAMMING OFFERED BY PARKS & REC DEPARTMENTS

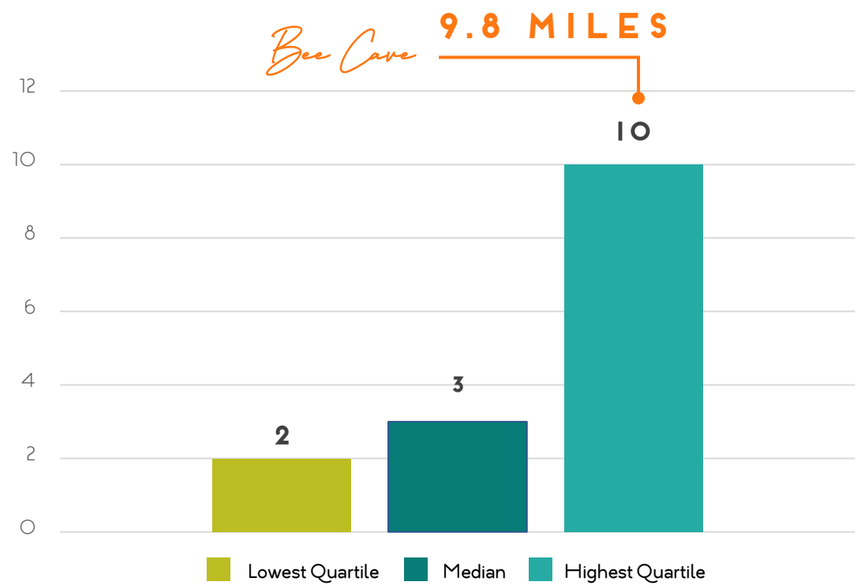
	POPULATION *< 20,000*	POPULATION DENSITY *500-1,000/sq mile*	REGION *Southern*	Full Time Equivalents *< 10*	ACRES OF PARKS MAINTAINED *<250 or less*	BUDGET *< $500,000*
Themed Special Events	83%	88%	86%	76%	87%	69%
Social Recreation Events	83%	87%	79%	77%	88%	79%
Team Sports	85%	85%	94%	80%	89%	64%
Fitness Enhancement Classes	67%	78%	81%	59%	79%	54%
Health and Wellness Education	67%	74%	80%	57%	76%	62%
Individual Sports	64%	72%	73%	54%	72%	49%
Safety Training	62%	70%	74%	55%	69%	51%
Racquet Sports	60%	68%	61%	45%	65%	44%
Aquatics	55%	68%	81%	37%	61%	31%
Performing Arts	40%	59%	60%	37%	51%	31%
Visual Arts	43%	58%	57%	32%	52%	38%
Natural & Cultural History Activities	37%	54%	63%	28%	43%	28%
Cultural Crafts	40%	54%	55%	31%	53%	26%
Trips & Tours	43%	57%	58%	33%	54%	36%
Martial Arts	39%	47%	60%	28%	57%	31%
Running/Cycling Races	41%	46%	49%	38%	39%	49%
Golf	22%	39%	52%	20%	28%	21%
eSports/eGaming	7%	10%	14%	6%	7%	3%

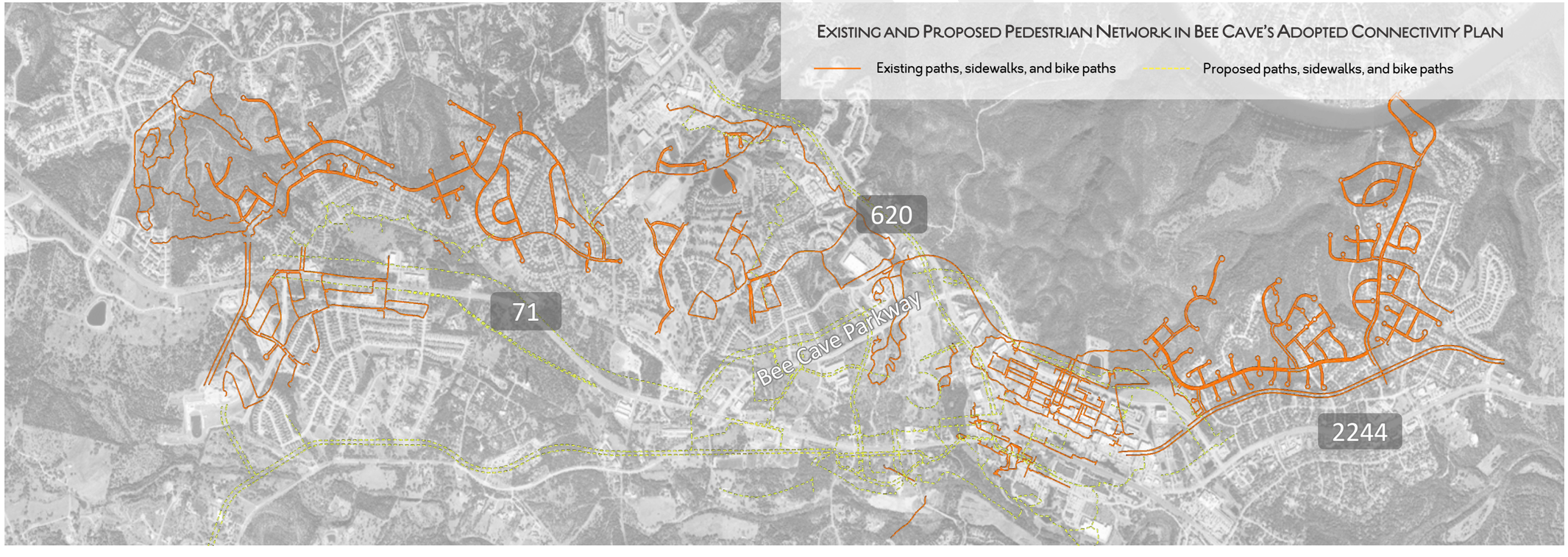
TARGETED PROGRAMS

	POPULATION *< 20,000*
Summer Camp	61%
Specific Senior Programs	65%
Specific Teen Programs	46%
Programs for People with Disabilities	36%
STEM Programs	40%
After School Programs	47%
Preschool	25%
Before School Programs	16%
Full Daycare	4%

BENCHMARKS: PROGRAMMING

MILES OF PEDESTRIAN PATHS





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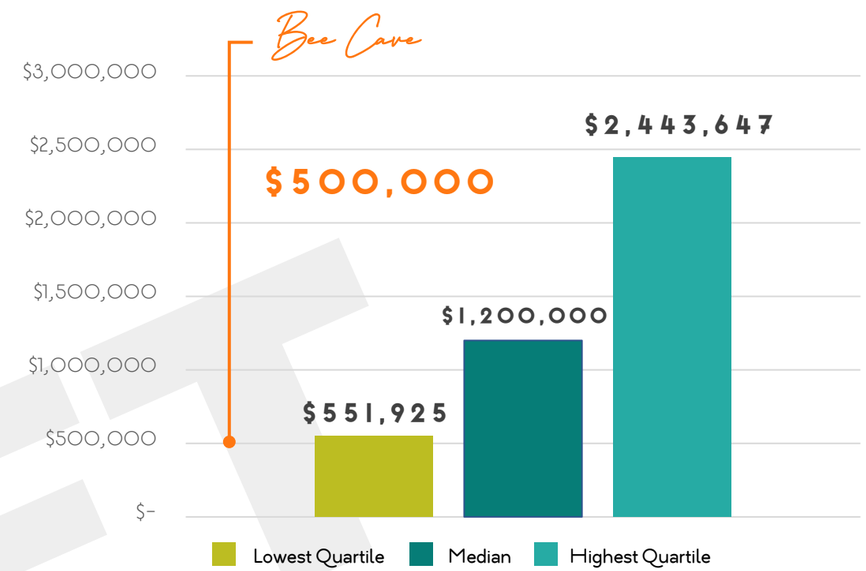
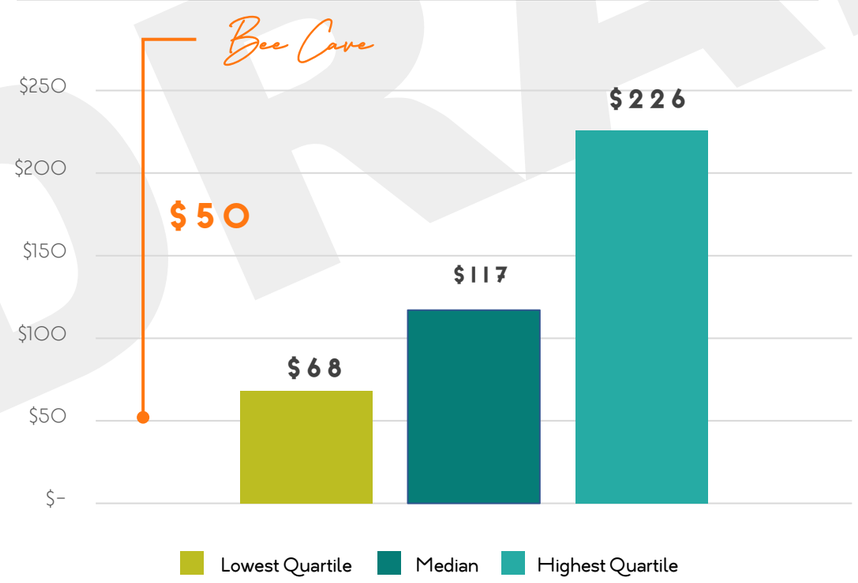
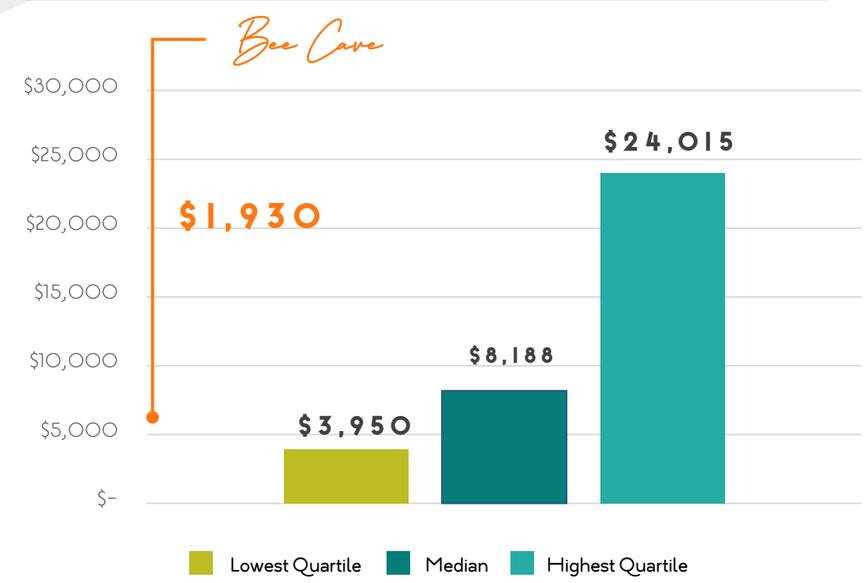
ANNUAL OPERATING EXPENDITURES



OPERATING EXPENDITURES PER CAPITA



OPERATING EXPENDITURES PER ACRES OF PARK & NON-PARK SITES



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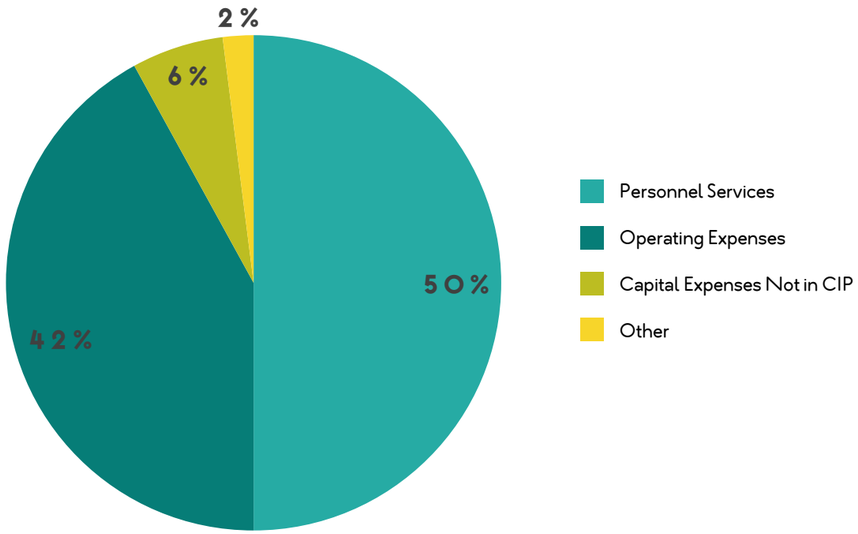
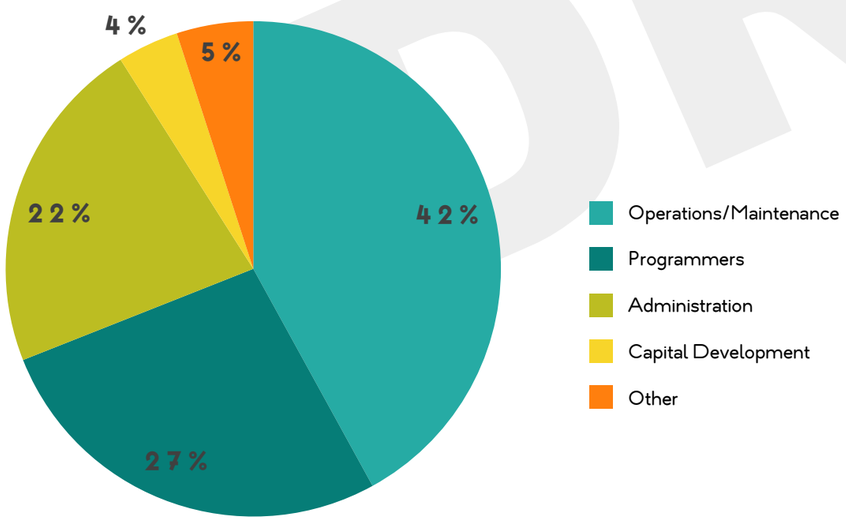
BENCHMARKS: EXPENDITURES

DISTRIBUTION OF OPERATING EXPENDITURES

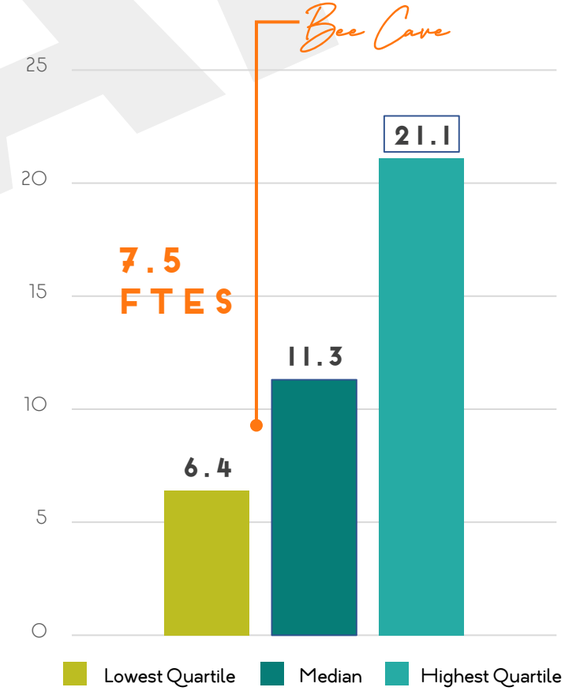


Staffing

PARKS & REC STAFFING: DISTRIBUTION OF RESPONSIBILITIES OF PARKS AND RECREATION WORKERS



PARKS & REC STAFFING: FTES*/10,000 RESIDENTS



* FTE: Full Time Equivalent

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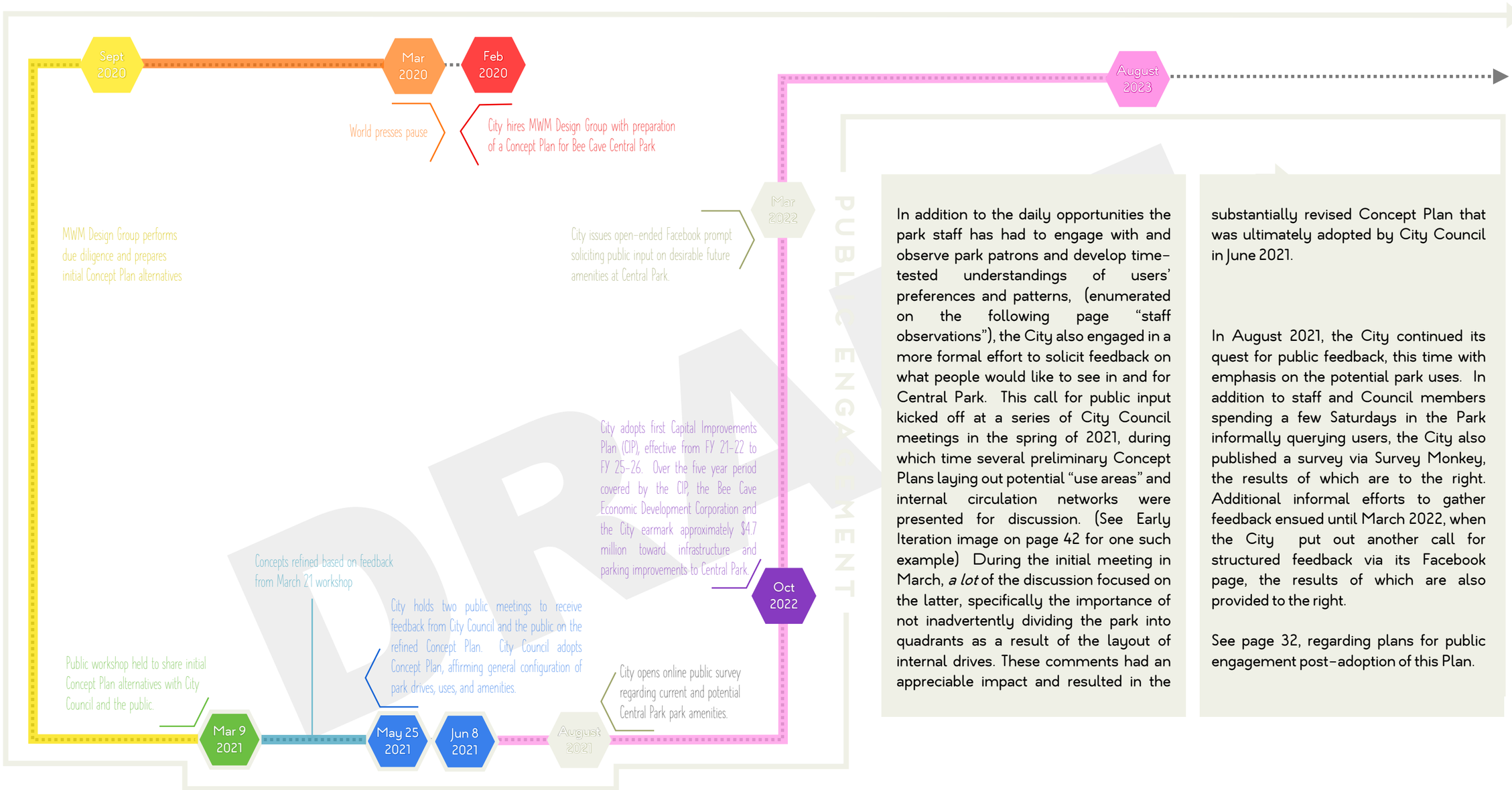


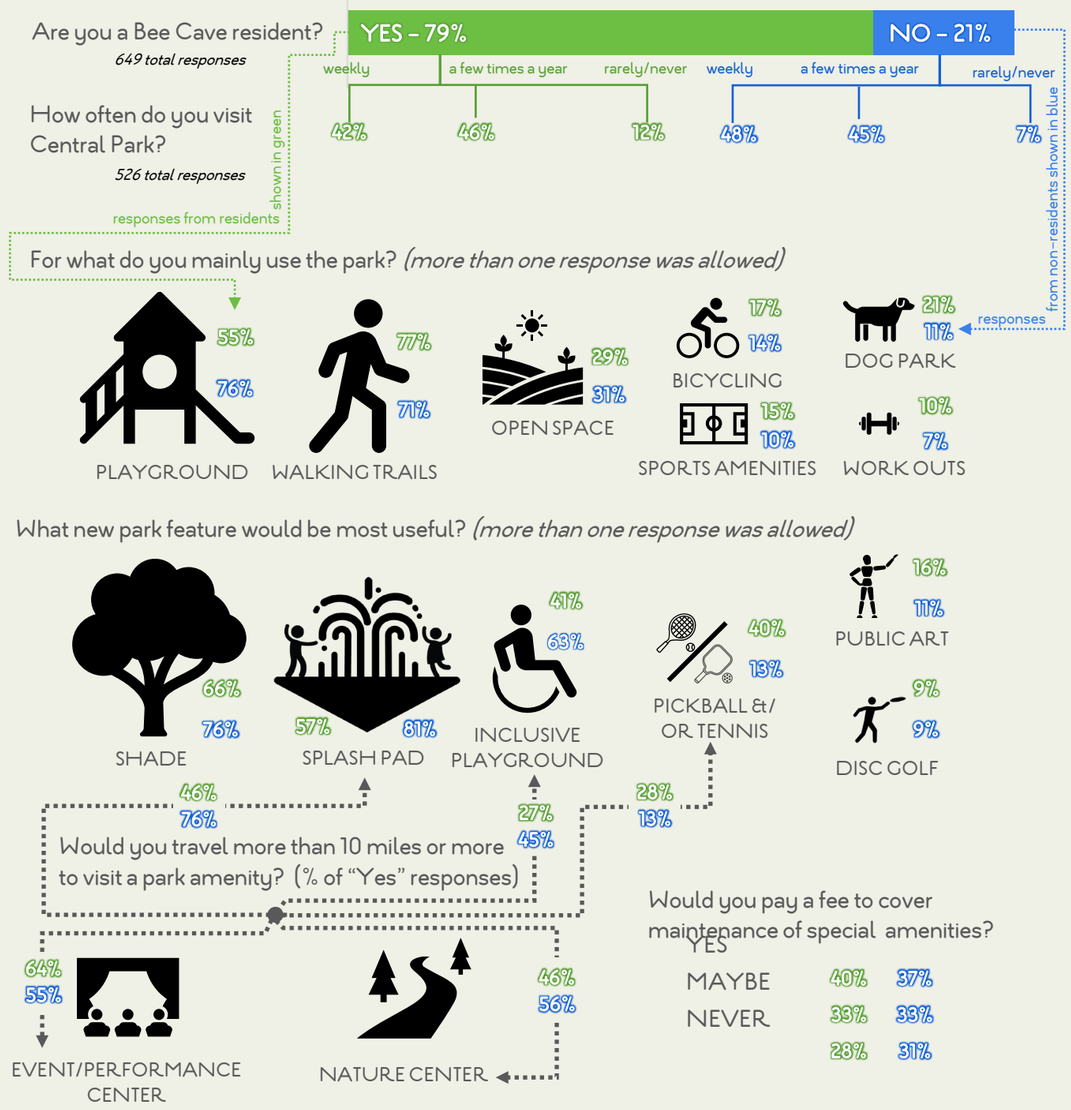
In addition to the daily opportunities the park staff has had to engage with and observe park patrons and develop time-tested understandings of users' preferences and patterns, (enumerated on the following page "staff observations"), the City also engaged in a more formal effort to solicit feedback on what people would like to see in and for Central Park. This call for public input kicked off at a series of City Council meetings in the spring of 2021, during which time several preliminary Concept Plans laying out potential "use areas" and internal circulation networks were presented for discussion. (See Early Iteration image on page 42 for one such example) During the initial meeting in March, *a lot* of the discussion focused on the latter, specifically the importance of not inadvertently dividing the park into quadrants as a result of the layout of internal drives. These comments had an appreciable impact and resulted in the substantially revised Concept Plan that was ultimately adopted by City Council in June 2021.

In August 2021, the City continued its quest for public feedback, this time with emphasis on the potential park uses. In addition to staff and Council members spending a few Saturdays in the Park informally querying users, the City also published a survey via Survey Monkey, the results of which are to the right. Additional informal efforts to gather feedback ensued until March 2022, when the City put out another call for structured feedback via its Facebook page, the results of which are also provided to the right.

See page 32, regarding plans for public engagement post-adoption of this Plan.

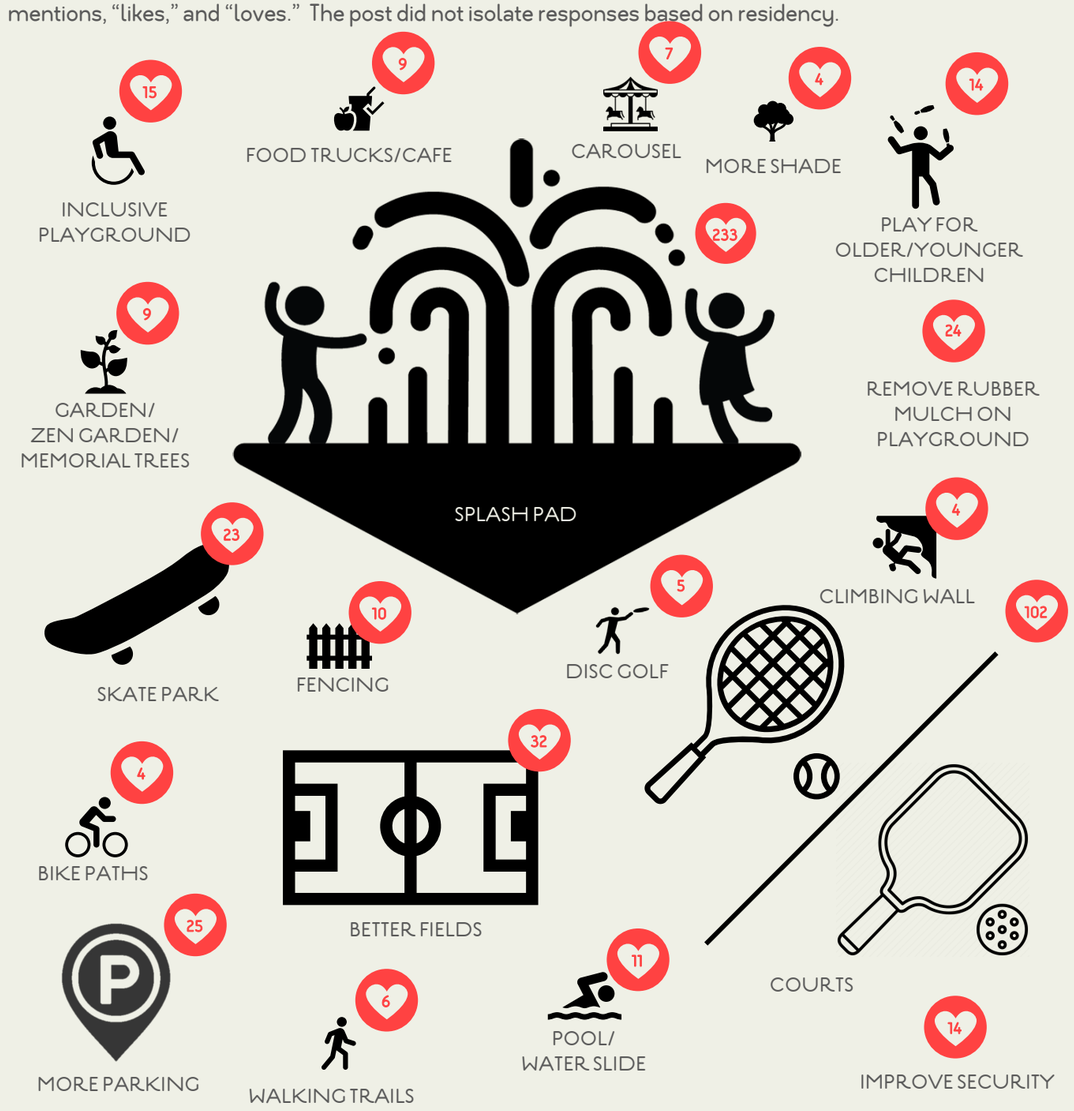
ONLINE SURVEY

On August 13, 2021, the City posted a survey on Survey Monkey soliciting feedback about Bee Cave Central Park. The results, gathered over the course of about two months, are reflected below.



FACEBOOK ENGAGEMENT

On March 23, 2022, the City posted a prompt on its Facebook Page: ***If we could add one amenity or feature to Central Park, it should be*** _____. The following represent the responses, a compilation of discrete mentions, "likes," and "loves." The post did not isolate responses based on residency.



PUBLIC ENGAGEMENT

The City established the Parks and Facilities Department in 2018 to support the anticipated growth of the trail network and parks system. The Department, in the normal course of performing its core functions these last five years, has amassed a wealth of institutional knowledge about Central Park patrons' patterns of behavior, preferences, tolerances, and opinions

DOGS

- There is a contingent of repeat users that bring their dogs to the park with the intent of running them off-leash outside of the dog park—usually in the big field. This is against policy and staff spends a portion of its time requesting people abide by the policy.
- Doggy waste stations are provided along the trail and in the dog park; they are generally effective. Parks staff considers the amount of unpicked up pet waste to be in line with what you'd expect at a park.

PAVILIONS

- The large pavilion is more popular to reserve due to its size and proximity to the larger playground.
- The majority of reservations are for birthday parties. Nearly all are on the weekends and during the summer, but relatively early in the day before it gets especially hot; the average number of reservations slows down once school starts.

PARKING

- Routinely, patrons, even when parking spots are available, park in the grass in order to 1) be in the shade and/or 2) park closer—even nominally so—to their intended destination.

PATHS

- As is often the case in pedestrian-heavy settings, the grass provides a lot of clues regarding the path people are choosing to get between points. Central Park is no different; there are several locations where footpaths have been worn in lieu of taking the provided sidewalk between the same two points, direct evidence that certain segments of the existing trail network are too circuitous for many.
- A majority of walkers walk solo or in pairs. There are a lot of habitual walkers who tend to walk early in the morning—and if the gate is not open when they arrive, they park outside the gate in order to use the trails on their schedule. The age of walkers is mixed, but it is mostly adults. There are few strollers on the trail—through talking to people and by inference, staff has concluded the length of the loop combined with the distance from the parking lot combined with the distance from bathrooms dissuades those with young children from using it recreationally.

STAFF OBSERVATIONS

- Patrons are generally respectful about either properly disposing of or carrying out the waste they produce. With a level of effort expected for a park of this size, staff is able to keep up with trash produced and gathering of errant litter.
- Vandalism, such as graffiti, exists within the park, but it is not rampant and could be characterized as (relatively) "minor mischief." Examples include breaking of the changing table in the bathroom, smashing of a doggy waste station with a rock, and breaking of mirrors hung at either end of the pedestrian tunnel. Vandalism tends to occur more frequently in the summer and during school breaks. It will remain important to allocate budget and staff time to unplanned repairs.

CLEANLINESS /UPKEEP

- It remains a goal of the Parks staff to continue to be approachable and a welcomed presence to park patrons. The staff is on a first name basis with many of the regular park users. Oftentimes, the commentary and feedback revolve around appreciating that the park is manicured and provides well-maintained amenities. These discrete, but steady comments over the course of many years contributed to the City's recognition that the role and expectations of Central Park in the City-wide parks system had, in users' mindsets, evolved over the years. Whereas at its inception the park was intended as more passive, open space with limited formality, over almost twenty years of use, patrons now expect the park to fulfill the community's need for active and intentional amenities.

STAFF/PATRON INTERACTIONS

- Due to deed restrictions, it is against park policy to run a commercial operation out of Central Park; this includes private group fitness class instruction. Staff routinely has to inform instructors—typically cross-fit and yoga — that they are not permitted. Most groups are between 5-10 participants. Instructors typically bring their own equipment and attempt to set up in the pavilion because they are attracted to the shade.

GROUP FITNESS

- All playground equipment is heavily used. There are regular requests for more equipment, especially swings. The shade sails are reported to provide sufficient coverage.
- Parks maintenance staff recommends replacing the rubber mulch with a solid surface option. It is consistently "redistributed" beyond the borders of the playground area onto the sidewalks and grass by the littlest park users, which make it very difficult for the playground to maintain a neat appearance.
- Parks patrons have expressed concern about the toxicity of the rubber mulch. While this plan recommends to replace the mulch with another material, if mulch were used in the future, it would, like the mulch out there presently, not be made from tires, but from a non-toxic source.

PLAYGROUNDS

INTENTIONALLY LEFT BLANK

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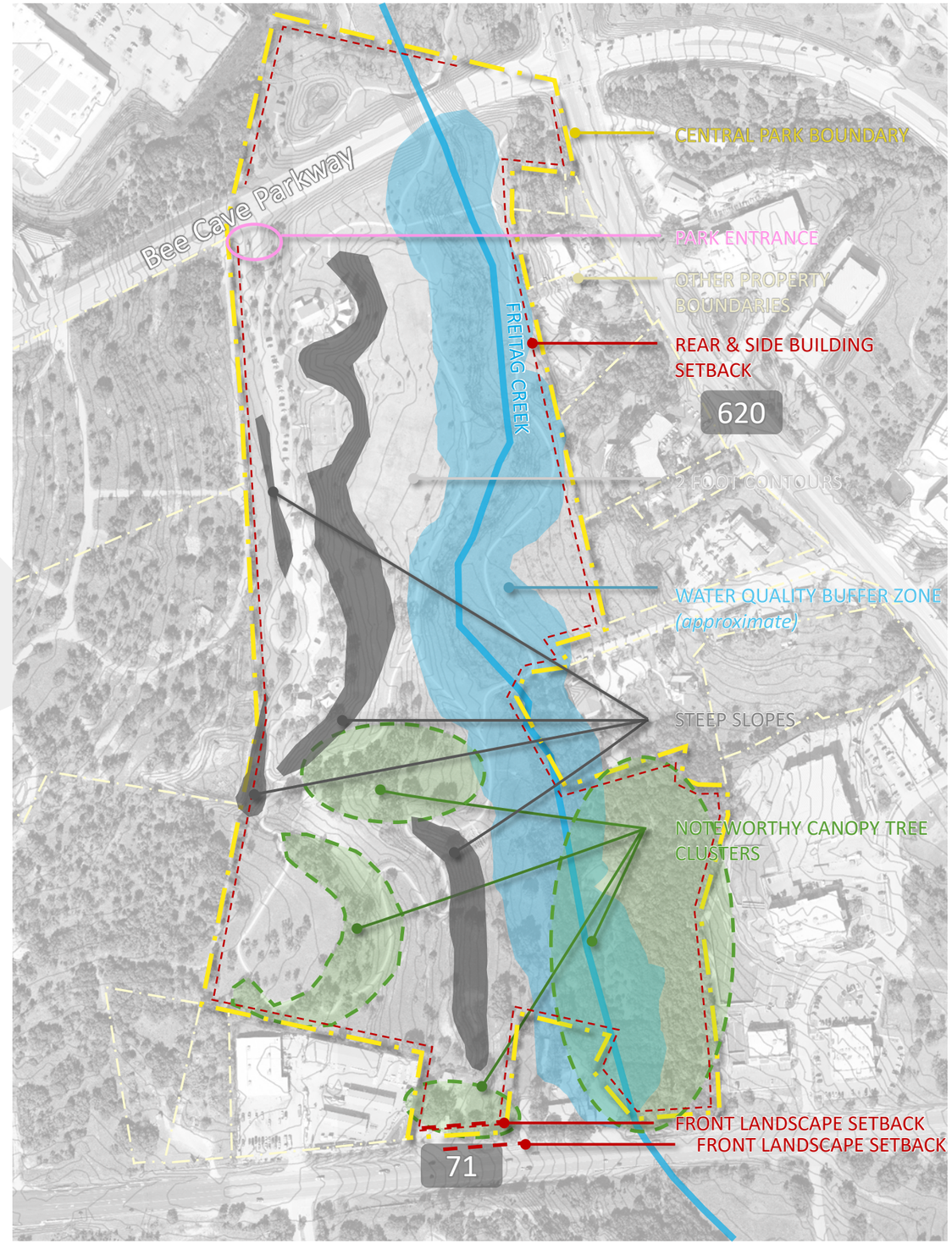
PHYSICAL FRAMEWORK

Site Character | Vehicular Access & Circulation | Parking | Vehicular Circulation Analysis | Pedestrian Access & Circulation | Utilities | Natural Vegetation | Landscaping | Stormwater | Low Impact Development

The Park is characterized by hilly terrain, including some space-defining changes in elevation. The topography generally slopes eastward toward Freitag Creek, which runs north/south through the entirety of the eastern portion of the Park. The presence of the creek begets the regulatory presence of an 85-foot wide water quality buffer zone (WQBZ) on either side of the creek's two-year floodplain. In this WQBZ, only minimal (e.g. trails) and/or critical (site access/circulation) soil disturbance is permitted.

While the property contains many stately, old hardwoods, tree coverage is inconsistently distributed and especially robust along the creek and in the southeast portion of the site. There are also many attractive and shade-providing trees in the center of the park and toward the south. The trees in the north-central part of the park, which appear to have been planted subsequent to City acquisition of the property, have struggled to thrive, potentially due to the inconsistency of the irrigation system.

With the exception of the Revival tract, the Park is Zoned Public. As such, a 50' front yard and 25' side yard building setback is imposed. The Revival Tract is zoned Neighborhood Mixed Use. The front setback/landscape buffer is 75'; the side and rear setbacks are 10' . A previous zoning of this property had reduced the landscape buffer along SH 71 from 75' to 50', with consideration given to the site's size, configuration, and existing structures and paved areas.



SITE CHARACTER

Source of Pictures: City of Bee Cave Parks & Facilities Department

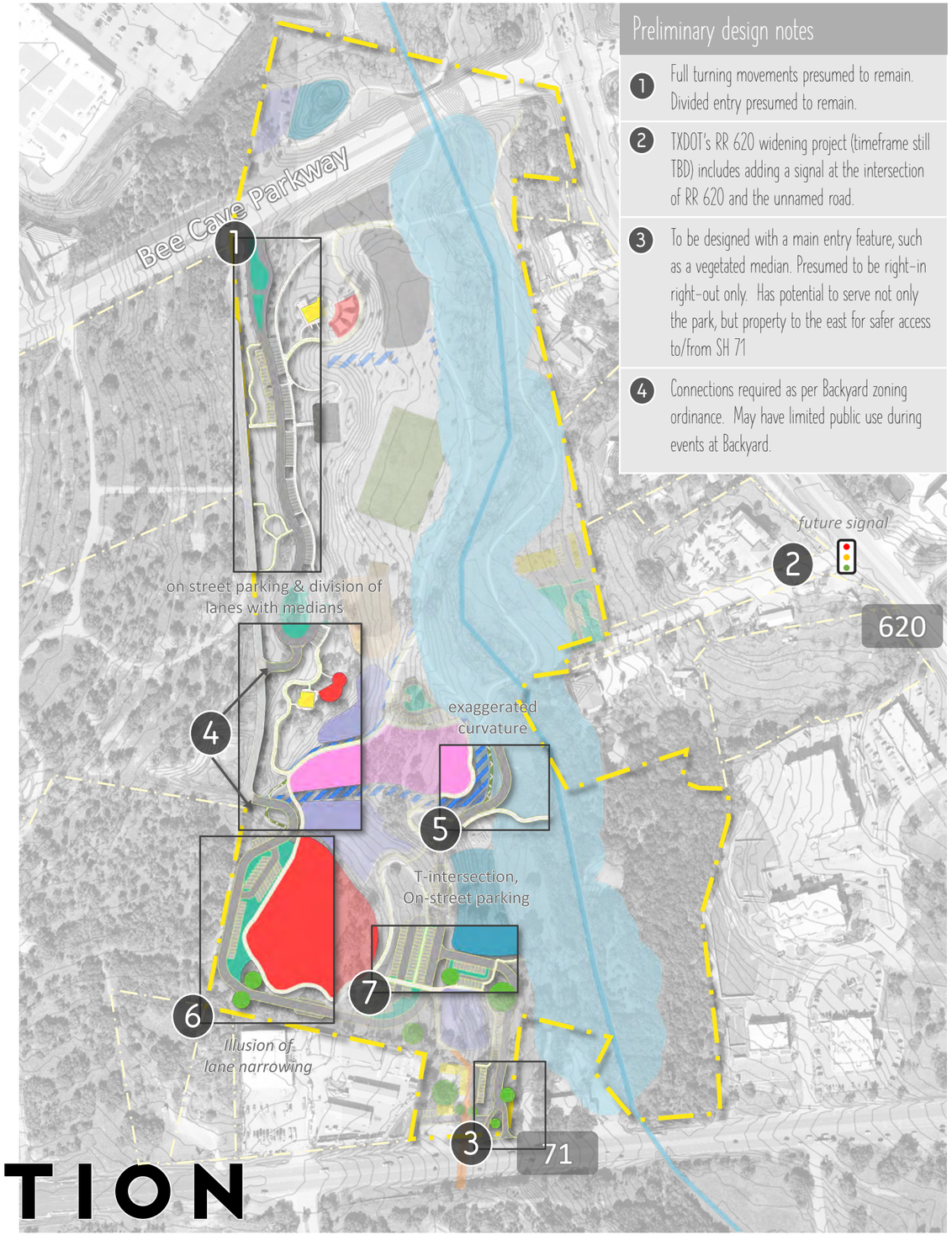
Access

The Master Plan increases the number of vehicular access points from one to four. In addition to maintaining the current entry off of Bee Cave Parkway on the north side of the park, the new design will also offer access options to/from RR 620 from the east, SH 71 to the south, and a currently unnamed road from the west that intersects with Willie Way. As well as improving emergency response times, these new distributed points of entry/exit will provide users more direct and efficient routes to the portions of the park on which their visit is focused. This is especially true for users coming from/going to SH 71 and to/from the western portion of the "Recreation and Entertainment District".

Circulation

While some users will choose to move about the 60-acre park on foot, feedback gathered during preparation of this plan, and years of data on the usage patterns of the current parking lot support that a significant subset of Central Park visitors wish to park as close as possible to their destination, including but not limited to those using child-oriented amenities.

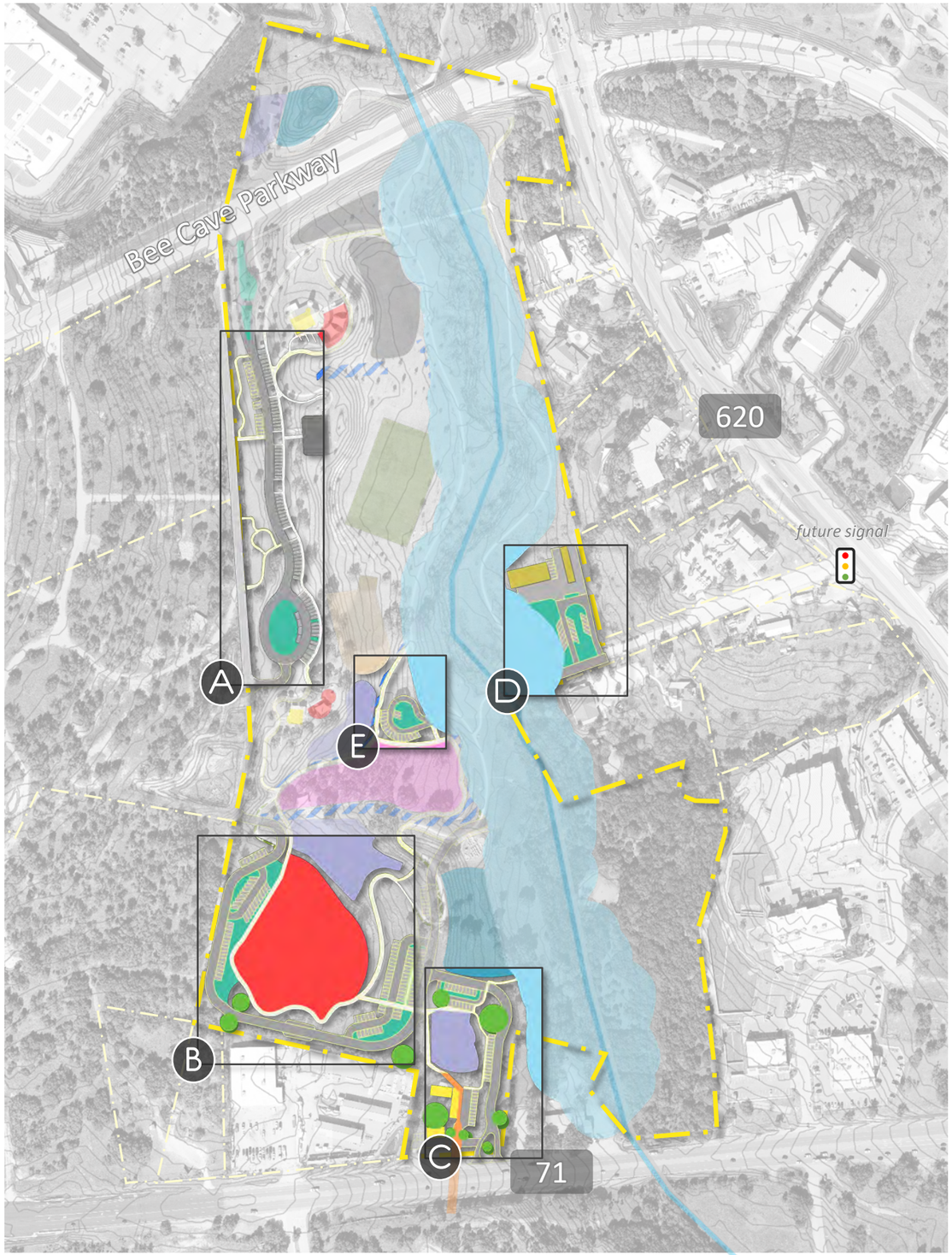
In response, and in order to connect the aforementioned four points of access, the park proposes a predominantly internal 'ring road' around the perimeter of the property. The location is laid out in an intentional manner that positions all uses and amenities on the *interior* such that, upon parking, no user is required to cross the drive to reach/return from their destination. Furthermore, the two-lane drive is designed to integrate multiple traffic calming measures, such as curvature 5; narrow lane widths between 24' and 26' 6 ; t-intersections that prompt the need for stop signs 7 ; on-street parking 7 ; use of vegetation to create the illusion of additional lane narrowing, which has the dual purpose of slowing traffic and preserving and highlighting existing, mature trees 6 ; and occasional divisions of the lanes with vegetated medians 3 . In combination, these will reinforce the design and posted speed of 15 mph or fewer and discourage "cut-through" traffic, a consideration analyzed not only in the preparation of this Plan, but also in concert with the City's Thoroughfare Plan and Capital Improvements Plan, as highlighted on the following page.



Preliminary design notes

1. Full turning movements presumed to remain. Divided entry presumed to remain.
2. TXDOT's RR 620 widening project (timeframe still TBD) includes adding a signal at the intersection of RR 620 and the unnamed road.
3. To be designed with a main entry feature, such as a vegetated median. Presumed to be right-in right-out only. Has potential to serve not only the park, but property to the east for safer access to/from SH 71
4. Connections required as per Backyard zoning ordinance. May have limited public use during events at Backyard.

Vehicular ACCESS & CIRCULATION



Parking

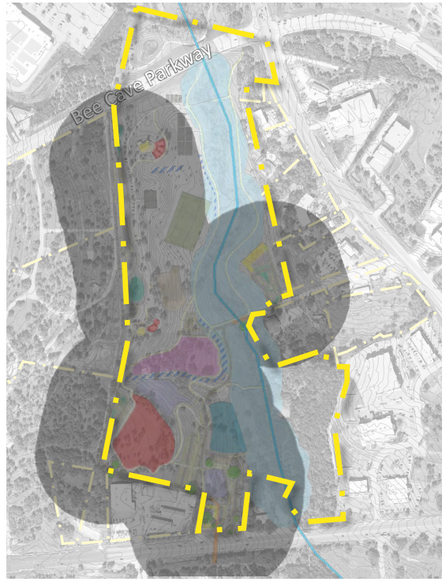
Currently, the park has 72 parking spots, all of which are located in the northwest corner along the eastern side of the access drive off of Bee Cave Parkway.

"The lack of parking" is the number one complaint the City receives about Central Park currently. Observation of parking patterns would suggest that while there is a definitive shortage at peak times—early morning, early evening, Saturdays, Sundays, school breaks—the issue is not only related to quantity, but also parking distribution and lack of proximity to heavily used areas. Furthermore, although the size of the existing spaces is standard, 9'x18,' it is also routinely observed that cars park over the lines—in some cases seemingly due to the size and types of vehicles(trucks, vans, and large SUVs)—which effectively reduces supply.

With that in mind, the Master Plan placed significant priority on distributing future spots throughout the park, in close proximity to future uses. It also utilizes a slightly enlarged 10'x20' dimension per space as the new standard, recognizing the expectation that the park will offer many attractions for families.

The following amounts are approximate; however, the graphic to the left shows parking to scale and with consideration made to topographic changes, water quality buffers zones, and drainage ways.

	EXISTING	PROPOSED	TOTAL	USE PROXIMITY
A	72	18	90	Existing pavilions & playgrounds, sport courts, field, trails
B	0	116	116	Play-for all abilities playground , flex space 1, trails
C	0	45	45	Restaurant/cafe, flex space 2, primitive trails in SE
D	0	21	21	Trails, bird watching, creek
E	0	17	17	Dog park, theater, trails
		217	289	



WALK TIME

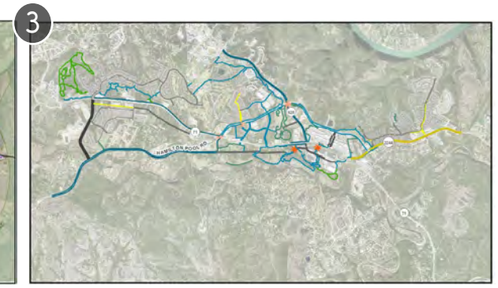
Drawing a 400' buffer around the anticipated location of the future parking spaces (as shown in dark grey, left) demonstrates that over 70% of the park and the overwhelming majority of amenities are within a 90 second walk of parking.

Vehicular CIRCULATION ANALYSIS

INFLUENTIAL PLANS & PROJECTS

1

2

3


4

5

During the preparation of this Plan several separate, but related efforts were underway (see "Influential Plans & Projects"): 1) the adoption of the City's first Capital Improvements Plan, which broadly addresses construction and improvement of roads, pedestrian facilities, and City parks, buildings, and facilities (adopted circa October 2021); 2) update to the City's Thoroughfare Plan (adopted circa December 2020) 3) update to the City's Hike & Bike Connectivity Plan (adopted circa April 2021; since updated again in April 2023) 4) TXDOT's preparation of a schematic design of the RR 620 expansion; 5) approval of the Backyard Subdivision Construction Plan (circa August 2021); and 6) acquisition of the Revival Tract, which provided a viable access point to SH 71 (acquired circa December 2020). The confluence of these events prompted a fresh look at the Park's internal circulation, access, and relationship to surrounding properties, as it was readily apparent there was opportunity and, in some cases, need for improvement of all three.

One such opportunity was an arrangement that allowed park patrons to access the park from all sides and, upon entry, move among uses and parking areas on an internal driveway/"road" network instead of getting back onto the state highway system to utilize one of the other three proposed entrances and portions of the park. The improved efficiency of such an arrangement to park users may be intuitive and is certainly quantifiable (see "Efficiency Analysis"), but, on a broader level, such an arrangement is also supported by many goals and policies in the Comprehensive Plan, which recognizes the importance of providing alternative routes for local trips rather than forcing them to co-mingle with regional trips using the state highway system—in other words, every trip that can be "internally captured" is one fewer trip contributing to delays at the major intersections, the most common and fundamental point of failure in any road network.

Early iterations of the Master Plan included a driveway network that divided the Park into quadrants and included a roundabout at the western edge (see "Early Plan Iteration"). Though there was support for the notion that improvements to access and connectivity had value, there was consensus among Council and the citizens that provided feedback that this particular arrangement overly prioritized movement of cars over pedestrian safety and movement; and for some, it raised concern about potential "cut-through" traffic by non-park users and the negative implications that it could have on the Park experience. The discussions prompted a directive to re-imagine a solution, provide further analysis on the pros/cons of such layout, and identify any external factors that would be inherent to the Plan's success.

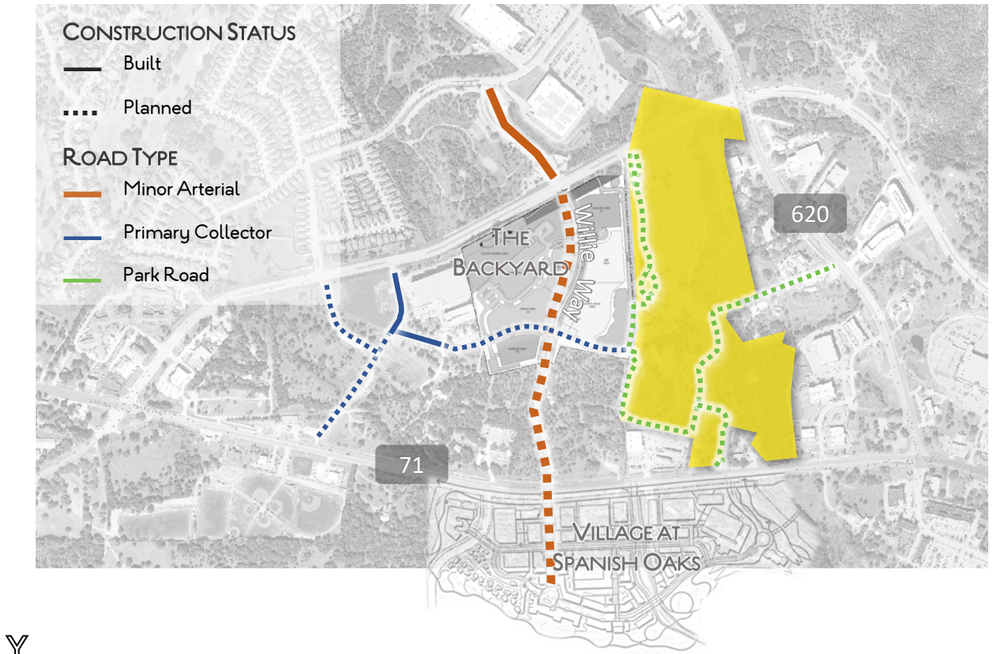
EFFICIENCY ANALYSIS

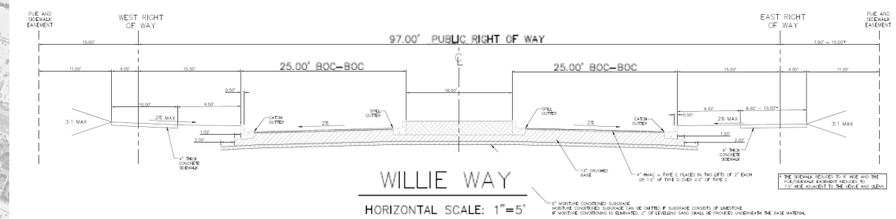
Routing of Trips between Parking Areas		
Route	Length of Travel (ft)	Travel Time (min.)
External Routing of Trips		
A	4800	2.75
B	3650	3.25
C	5000	3.5
D	3400	1.4
Internal Routing of Trips		
A	2500	1.7
B	3700	2
C	1250	0.7
D	1050	0.7

The analysis factored in length of trip, speed limit, and average delay traffic controls such as stop signs and signals. A trip on the State highway network is estimated to take between 1.5 to 5 times longer than an internal trip.

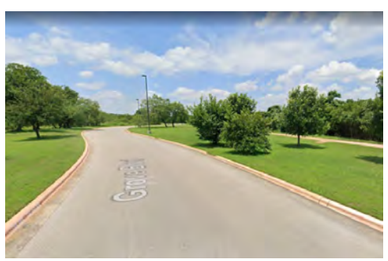
EARLY ITERATION

PLANNED SURROUNDING ROAD NETWORK

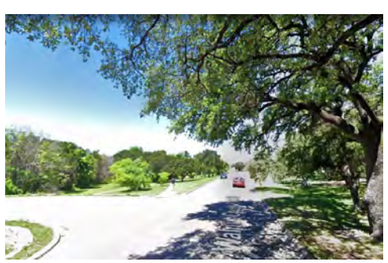




PARK ROAD IMAGERY



Roy Guerrero State Park Road



Walnut Creek Park Road

Old Settlers Park

These critiques and queries were a direct influence on the infrastructure layout that is ultimately adopted as part of this Master Plan–a "ring road" that, except under atypical circumstances, will 1) be both shorter for internal trips *and* longer and less appealing for through–trips (i.e. "cut throughs") and 2) avoid direct interaction between cars and pedestrians nearly 100% of the time.

The key to the success of the former is the construction of Willie Way from Bee Cave Parkway to SH 71 (see Planned Surrounding Road Network), a project identified as PR.R.E.4 in the aforementioned Bee Cave FY 2021–22– FY 2025–26 Capital Improvements Plan. Located to the west of Central Park and ultimately connecting from Ladera Blvd to Village at Spanish Oaks, Willie Way is proposed as a four–lane, Minor Arterial (in the vein of Bee Cave Parkway) with a design speed of 45 mph that will prove more efficient. As part of the analysis, trip patterns with existing and anticipated origins and destinations from all directions were tested. In all cases, Willie Way prevailed over the park road as the faster, more direct route.

As previously mentioned, the key to the success of the latter is in both the layout and the design. Although the road was always presupposed to be of a low speed and of a character that functioned more like a meandering park drive than a public thoroughfare, the feedback gave way to more intentionality in the early stages of thinking about how and where such traffic calming measures were to be integrated. While certainly not exhaustive nor comprehensive in thought, the images to the left (see "Park Road Imagery") provide some sense of scale to the road that is envisioned.

Path Network

The existing trail system, which is approximately 9,150' (approx. 1 3/4 miles) long, is one of the most popular and widely used amenities in the park. The paths are concrete, primarily 6' wide, and, with the exception of the southeast corner, interconnect the majority of the 60 acres. In addition to being used for basic access throughout the park, they are used for a variety of activities, including strolling, walking, jogging, rollerblading, and bicycling.

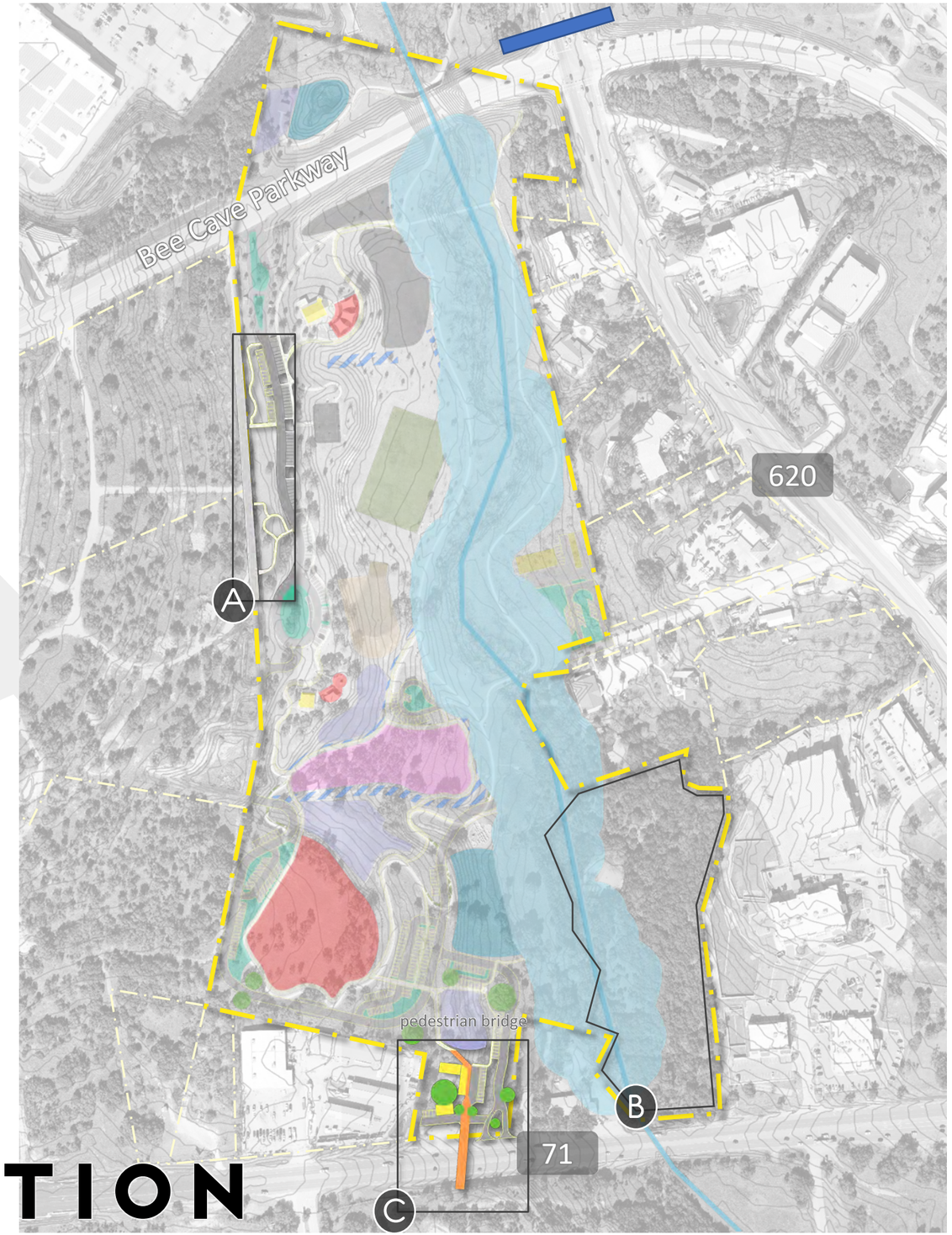
In soliciting feedback for this Plan, the recurring comment themes regarding the paths were:

- Ensure the trail system remains largely intact;
- The paths are used by people of all ages;
- The current paths are too narrow;
- Ensure vehicles circulating through the park don't pose a safety concern for pedestrians using the paths; and
- The paths have a lot of direct sun exposure.

With those considerations in mind:

- With limited exception, the current path alignment is to remain.
- The path is proposed to be widened to 12', a more appropriate width for multi-purpose usage. For example, this allows 3-4 people to walk side by side; pairs of people walking in opposing direction to pass with ease; or a cyclist to easily circumnavigate a person pushing a stroller.
- As previously mentioned, the internal driveway configuration is proposed to be on the outside of the paths so there is no conflict between pedestrians and cars.
- With consideration given to the availability of and overall demand for irrigation, more natural shade should be added along the path system.

The Plan proposes to add new paths in two sections of the Park: Ⓐ the northwest corner to create interconnectivity with the Backyard, and in particular, the parking garage that will provide supplemental public park parking, Ⓑ the southeast corner in "the Burton tract," and Ⓒ through the Revival Tract, including a pedestrian Bridge across SH 71. Regarding Ⓑ , the exact alignment is unknown, but the character of these paths is anticipated to be more primitive than the rest of the park and instead echo the existing conditions—circuitous and meandering around the dense stand of mature trees; of a natural material such as crushed granite, mulch, or compacted soil; and 5'-8' in width (See Burton Tract Trails Prototype Imagery inset on page 46). Regarding Ⓒ , this will serve as the City's primary connection between the north and south sides of the SH 71 corridor (See Pedestrian Bridge inset on page 45) .

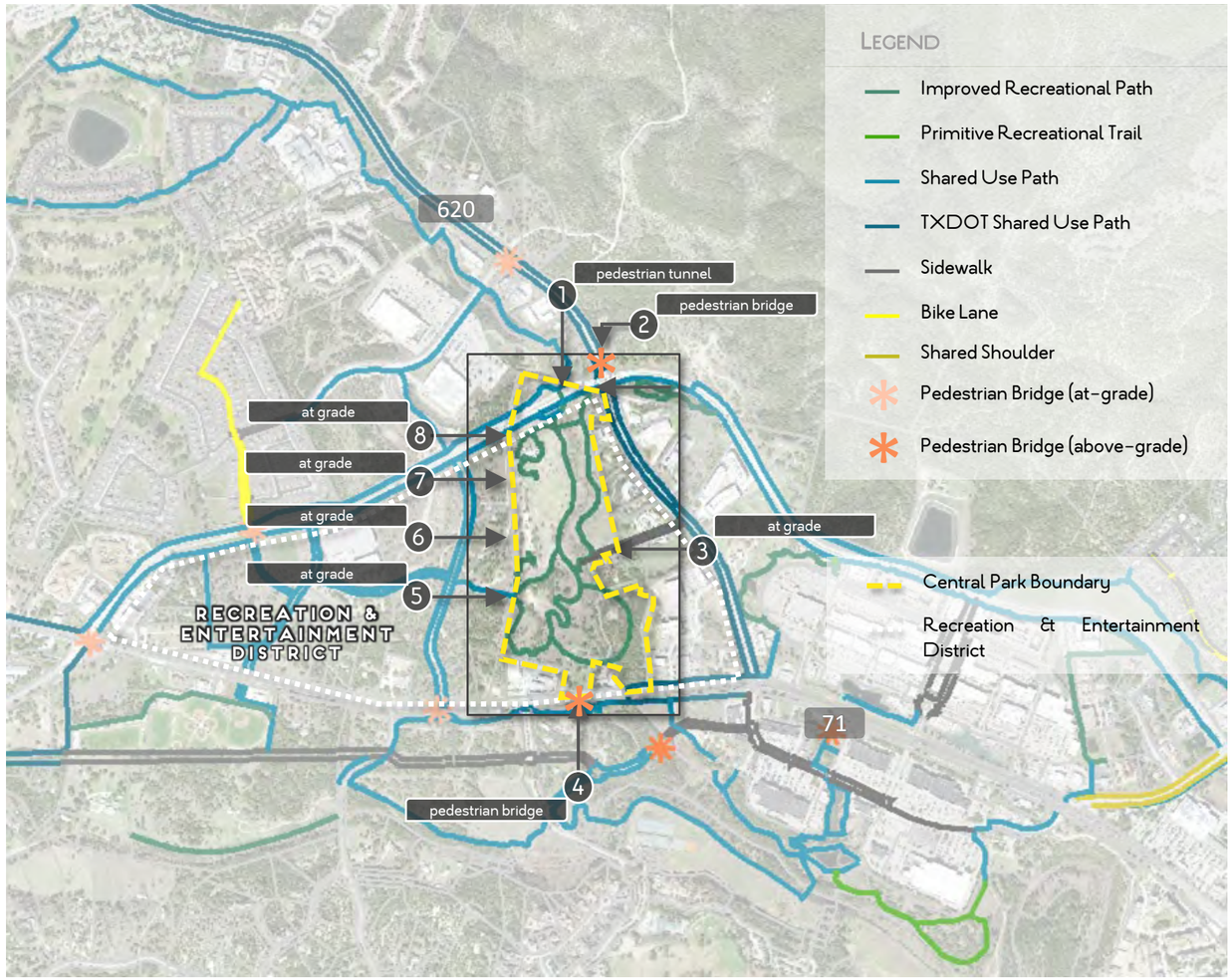


Pedestrian ACCESS & CIRCULATION

CITY-WIDE CONNECTIVITY PLAN & PARK POINTS OF ACCESS

Central Park plays, quite literally, a central role in Bee Cave's city-wide Hike and Bike Connectivity Plan (*excerpt shown below*), which is loosely based on a hub-and-spoke system that provides functional and recreational mobility between and among residential neighborhoods throughout the City into a highly interconnected town center. Implementation of the Connectivity Plan, including those segments within the "Recreation and Entertainment District" of which Central Park is a part, is proposed to be completed over the next ~ five years, through the City's FY 2021-22 to FY 2025-26 Capital Improvements Plan.

This broader Connectivity Plan provides the opportunity for the Master Plan proposed seven, distinct points of safe and genuinely functional pedestrian access to/from the Park to/from the surrounding area. Further information is available on access points 1,2, and 4, the pedestrian tunnel and bridge, respectively, on the next page.



Source of Pictures: Anna Jensen, City of Bee Cave Parks & Facilities Department

Pedestrian Tunnel

The 100 foot long pedestrian tunnel was constructed in approximately 2006 with the construction of the original Park infrastructure as a safe means for pedestrians to cross the road, at a point when the dog park was located north of Bee Cave Parkway and the RR 620 trail and Bee Cave Parkway trails did not exist. In the ensuing years, the tunnel continues to play an important connective role to the north, east, and west, but has also taken on the dynamics of being home to a robust Mexican Free-Tailed Bat Colony.

Source: Marvin Pfeiffer, San Antonio Express News

In addition, the tunnel has organically morphed into a natural place for public art. It currently provides an opportunity for amateur murals and drawings, providing chalk to budding artists. The City may also consider commissioning a professional mural through all or part of the tunnel. This mural could serve as means to convey local history, education about the region, and/or as a wayfinding for the City's regional trail system.

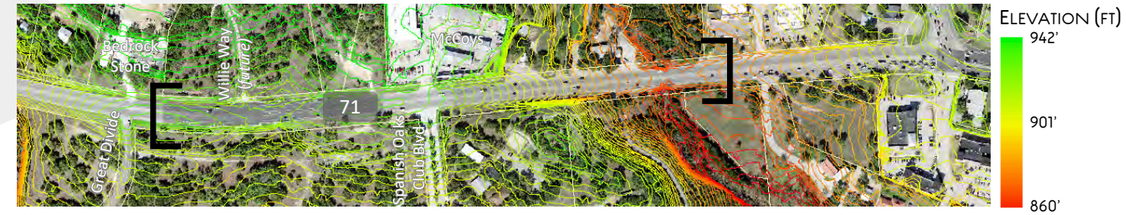
Source: Sarivera River Authority.org

Pedestrian Bridges

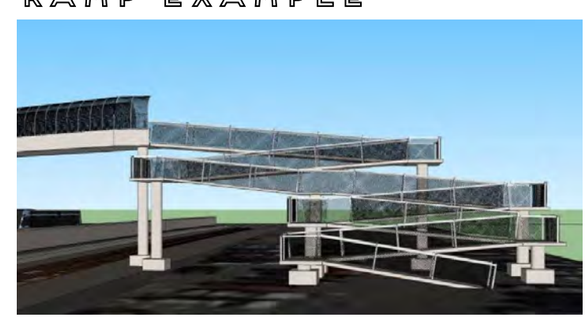
The Bee Cave Hike and Bike Connectivity Plan proposes pedestrian bridges across SH 71 between the forthcoming Willie Way/Village Oaks Dr and the eastern border of Central Park and across RR 620 north of the intersection with Bee Cave Parkway. In addition to the purposes of these bridges being a functional element of the City-wide pedestrian path network and, quite literally, connections between the north and south sides of the City and portions of "Town Center," they are also intended to convey the City's identity and, in turn, to be designed as an iconic, "place-making" structures.

After evaluating topographic, hydrologic, projected land use, and other considerations along this corridor, the most (and perhaps sole) feasible location for the SH 71 bridge is in the vicinity of the Revival Tract. At 914', the elevation south of SH 71 is approximately 12' taller than the elevation on the north side of SH 71, which is approximately 902.' Because the minimum vertical clearance required by TXDOT on a State-designated "freight route," such as SH 71, is 19', this differential creates an opportunity to avoid needing cumbersome ramps, switchbacks, and/or "spirals" to get from the bridge deck back down to grade on at least one side of the bridge in accordance with ADA requirements (see page 46 for ADA parameters). See page 75 for further discussion on bridge design..

STUDY AREA

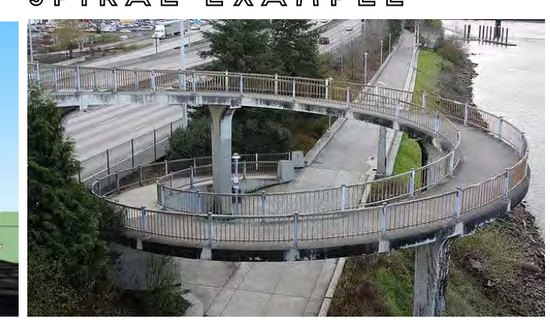


RAMP EXAMPLE



Source: Hartford Courant

SPIRAL EXAMPLE



Source: brx0 on flickr

Pedestrian ACCESS & CIRCULATION

Burton Tract Trail Prototype Imagery

Source: Austin Explorer

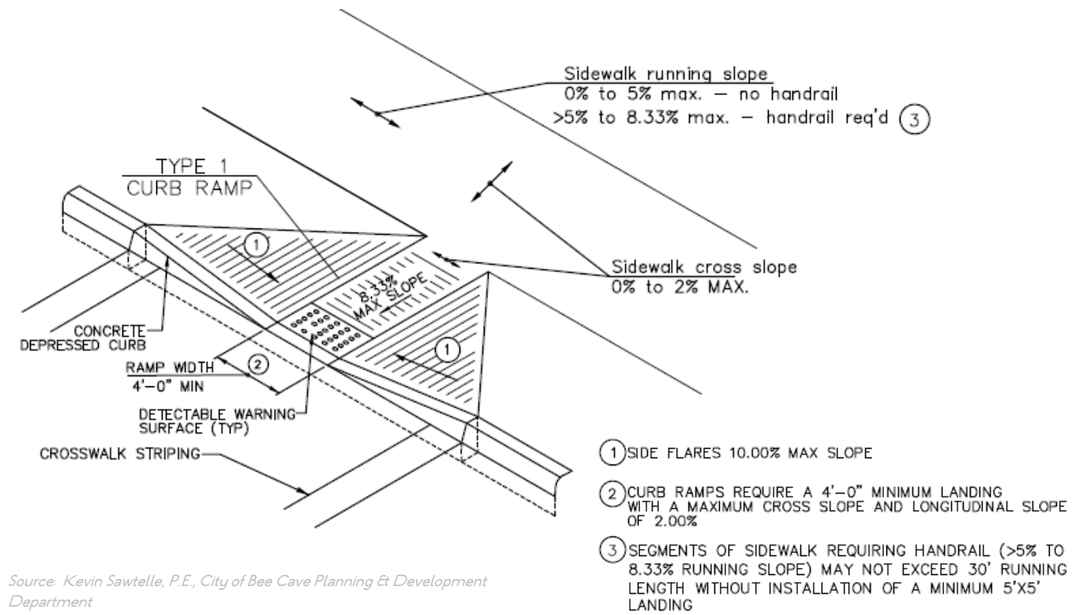
Source: https://www.protectadks.org/

Source: Austin Explorer

Source: River Place Limited District

Technical Design Considerations

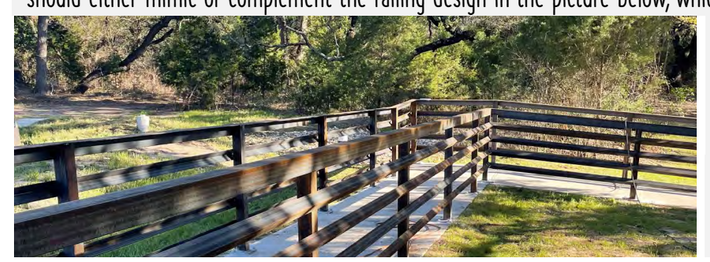
The Americans with Disabilities Act and the Texas Department of Licensing & Regulation prescribe parameters for design of facilities to ensure safe access and use for and by all. In the case of paths and trails, these regulations generally impact 1) width 2) cross-slope and 3) running slope.



Source: Kevin Sawtelle, P.E., City of Bee Cave Planning & Development Department

RAILING PROTOTYPE

Depending on the slope of the path, railings will be required on both sides. When this occurs, the selected railing should either mimic or complement the railing design in the picture below, which is intended to evokes the following.



- Natural
- Rustic
- Modern
- Evocative of split-rail

EXISTING UTILITIES

Electricity

Currently, electric service enters the Park at the northwest corner of the property, in the vicinity of the Park entrance. A buried electric line located roughly parallel to and west of the driveway supplies parking lot lighting. Off-shoots of this line also supply the 1) large and small pavilions; 2) a light in the approximate center of the Park; and, though unused, 3) the basketball court and 4) multi-purpose field. At a minimum, additional electricity will be needed to illuminate the future parking lots, the bathrooms, the maintenance building, and the future buildings on the Revival Tract adjacent to SH 71. Electricity is anticipated to be preferred and potentially required for optimal function at certain use areas, including the Inclusive Play Area; Dog Park (e.g. electricity is required to provide a pressure-regulated water source for dogs and people); the Sport Courts (e.g. the United States Tennis Association requires tennis courts to be lit to be eligible for grant money for construction and to host tournaments), Community Stage, Flex Spaces 2, 3, and 4; the Memorial Walk; and the pedestrian bridge. Currently, the paths are unlit. If a policy decision were made to extend the hours of the park beyond dawn to dusk, consideration will need to be made for illuminating the pathways and potentially the park drives. For low-load fixtures and/or remote portions of the Park, a cost and feasibility analysis should be performed to determine if solar powered fixtures are more suitable than hard wired fixtures. All illumination should be Dark Sky Compliant in keeping with the City's designation as a DarkSky Community.

Water

Potable water at Central Park is currently supplied by the West Travis County Public Utility Agency (WTC-PUA) via a 12" waterline on the south side of Bee Cave Parkway. The Park's 6" fire service line and 2" domestic water service line connect to the 12" waterline on the west side of the park entrance and run north/south along the western property boundary to the southernmost pavilion at the end of the park drive. Based on the diameters of the existing service lines and the distance to the proposed facilities, additional water modeling will need to be conducted to determine if the Master Plan infrastructure plan will need to contemplate replacement/enlargement of the line(s) so that they can maintain sufficient pressure when they are extended to serve other areas of the Park, such as the Inclusive Play Area and the Sport Courts. Water will also be needed at the Revival Tract, but it may prove more efficient to pull it from a line on SH 71.

Irrigation: The area shown in red to the left is a very approximate representation of where irrigation infrastructure—functional and non-functional—is believed to be based on as-builts and a field assessment. Irrigation water for the Park is supplied by a well located in the vicinity of the existing big pavilion. However, the well is not meeting current irrigation needs, the potential reasons for which are still being ascertained (e.g. tap depth; lack of storage capacity). In addition to the shortcomings of the well itself, the existing irrigation pipes need to be mapped so that they can be more efficiently fixed when there is a presumed break. It will be critical for the shortage of irrigation water to be remedied, possibly through modification to the well system. Another potential option that the City is evaluating is a partnership with the WTC-PUA for use of treated effluent and/or indirect use of their plans for a beneficial re-use groundwater injection well. Potable water is not recommended as a primary source for water, but may be explored as a back-up source in the absence other options for areas with high intensity landscaping. Irrespective of the ultimate water source, an upgrade to the operating system is recommended to allow for functions such as remote operation, malfunction alerts, customized programming, smart sensors, and reporting.

Wastewater

The Park currently has sewer service from the WTC-PUA via a manhole located at the northeast corner of the park near the bridge structure over Freitag Creek. The existing park facilities drain to a lift station near this manhole, which ultimately pumps the Park's wastewater to the WTC-PUA system. Due to

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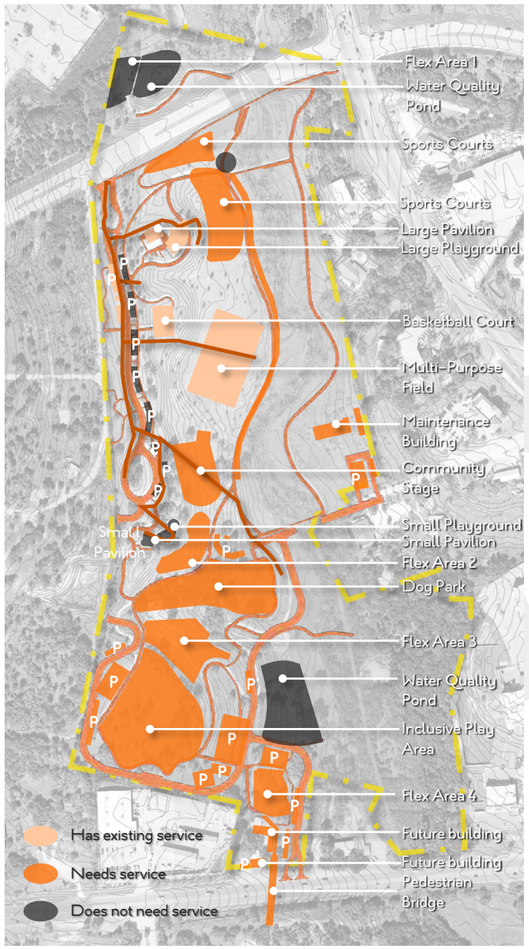
gravity and capacity, it is not feasible to extend this line to the southern half of the Park. The City is evaluating an opportunity to partner with the Backyard to run a gravity line from the southeast corner of their project along the southwestern borders of the Park , through the Revival Tract, and through the Burton Tract to ultimately tie into a line on the north side of SH 71 to address this gap. No septic is proposed so sewer will be required in all locations where bathrooms are proposed.

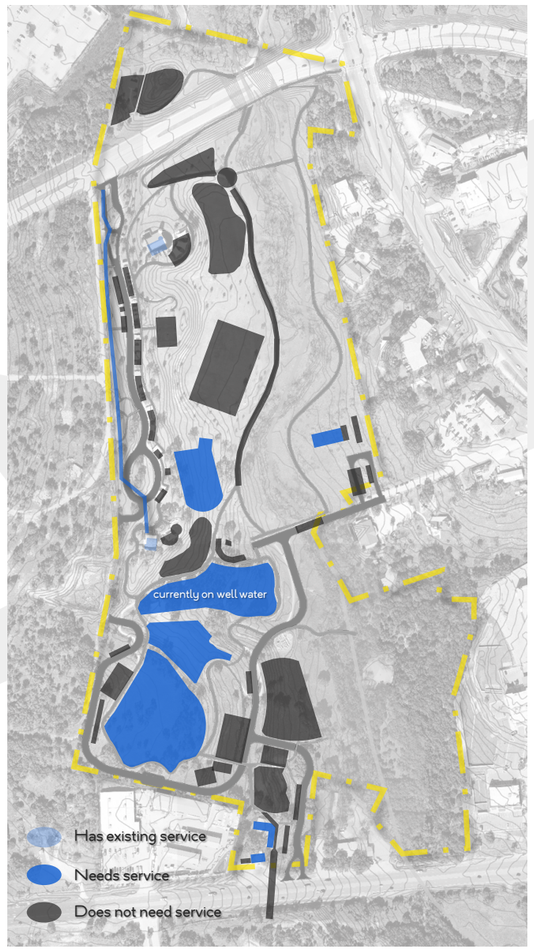
INTERNET

Provision of internet within the Park has been an ongoing point of discussion. If budget permits this to be integrated into the first phase of construction, it is recommended that fiber be brought to the park and wi-fi extenders be installed at the pavilions and active use area. If it is not part of the first phase of constructions, it is presumed that, with time, the options for how to deliver this service will evolve.

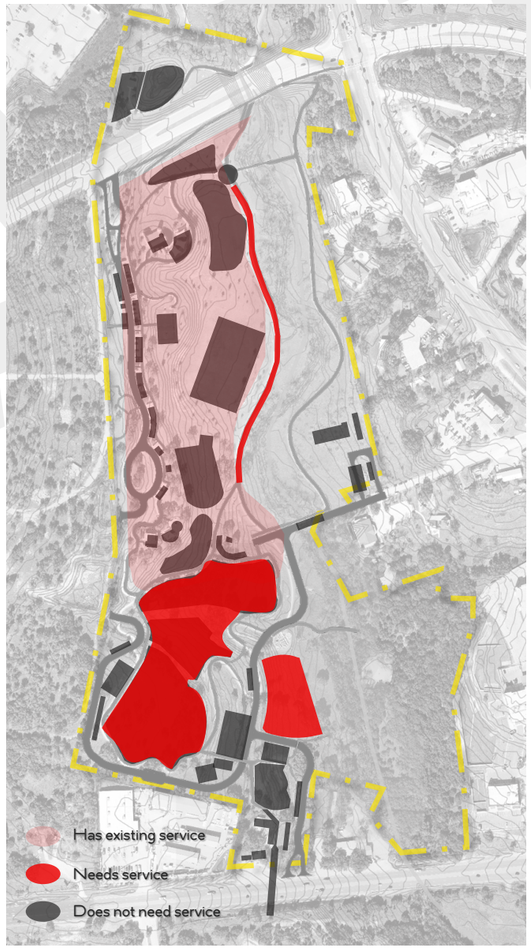
ELECTRICITY



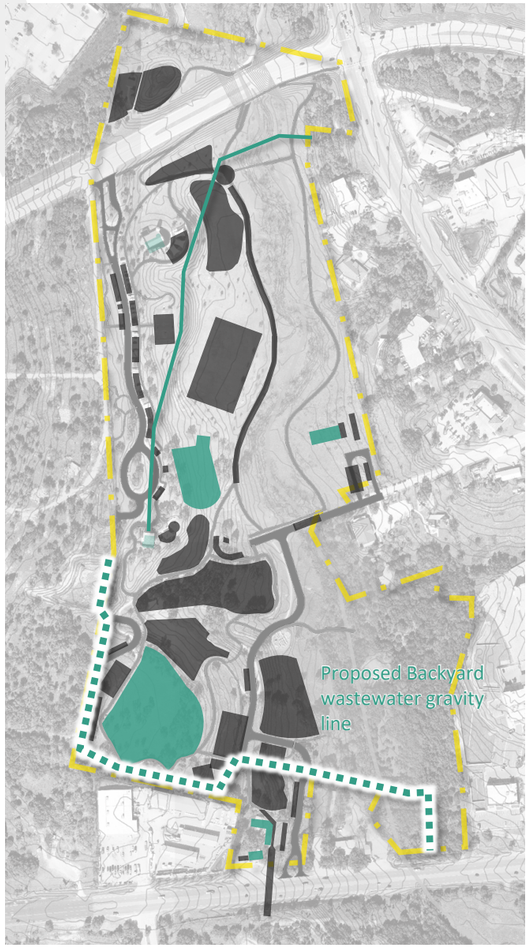
POTABLE WATER



IRRIGATION



WASTEWATER



Trees, Shrubs, and Grasses

Particularly toward the southern half, Central Park contains several large stands of live oaks, worthy of highlight not just for their aesthetic value, but also their functional value in providing shade. Care has been taken in the Master Plan to intentionally situate certain uses that benefit from natural shade among these (e.g. dog park, play for all park, flex area 4, Burton nature trails) and other uses for which trees are more disruptive in areas of the Park where limited or struggling tree stock exists (e.g. sport courts, multi-purpose fields, community theater).

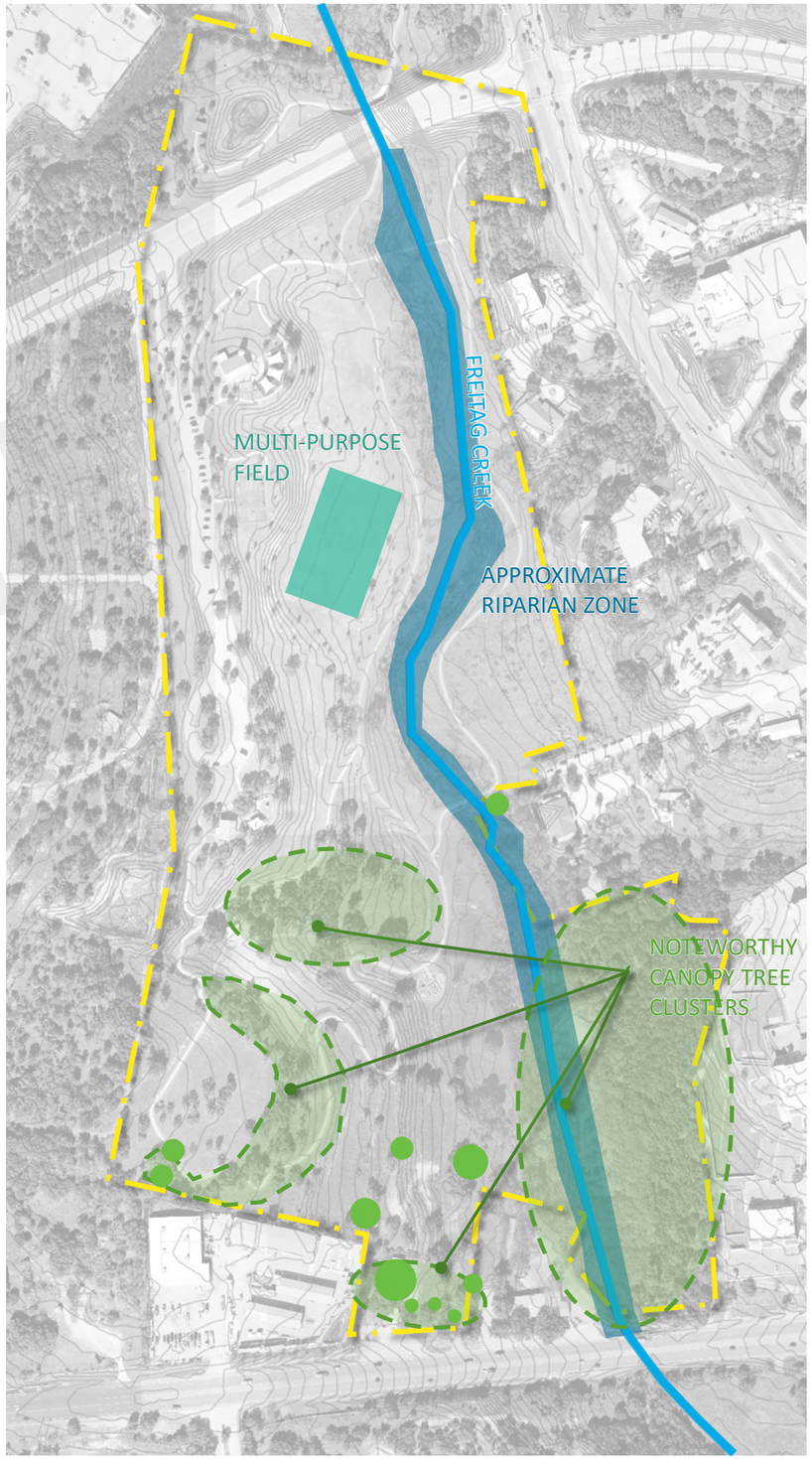
In addition to the continuous canopies, there are also several stately and mature oaks and other hardwoods that are worthy of highlighting and, certainly, preservation, some examples of which are highlighted to the right.

To date, limited resources have been put toward shrubs and grasses. While much of the park should remain naturally vegetated, the portions that have formal planting plans should emphasize native and drought tolerant species. The field may require more intensive care and intervention in order to adequately serve its intended function.

Riparian Zone

Riparian zones, or areas, are lands that occur along the edges of rivers, streams, lakes, and other water bodies. Examples include streambanks, riverbanks, and floodplains. They're different from the surrounding uplands because their soils and vegetation are shaped by the presence of water. This environmentally sensitive area serves not only as a habitat for unique flora and fauna, but also as a buffer for pollutants such as fertilizers, chemicals, and roadway runoff that could potentially enter waterways. Because of riparian zones' composition and proximity to water, they are naturally prone to erosion, but especially vulnerable if overexposed to human presence and manipulation.

The area to the right approximates the riparian zone around Freitag Creek, which is part of the especially environmentally sensitive Edwards Aquifer contributing zone. While creek access is recognized to be a desirable asset and amenity to Central Park, it needs to be carefully considered so as not to become disturbed and "over-loved."



NATURAL VEGETATION

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Example of Tree Canopy in Dog Park

Example of Tree Canopy by Bench

Example of Tree Struggling to Thrive

Examples of Heritage Trees

Source of Pictures: City of Bee Cave

Native Landscaping

Future decisions about plant selection should continue to foster a diversity of native species that support the overall ecological health of the property, a philosophy in concert with the City's designation as a Bee City USA affiliate and siting of an official Monarch Way Station within the Park.

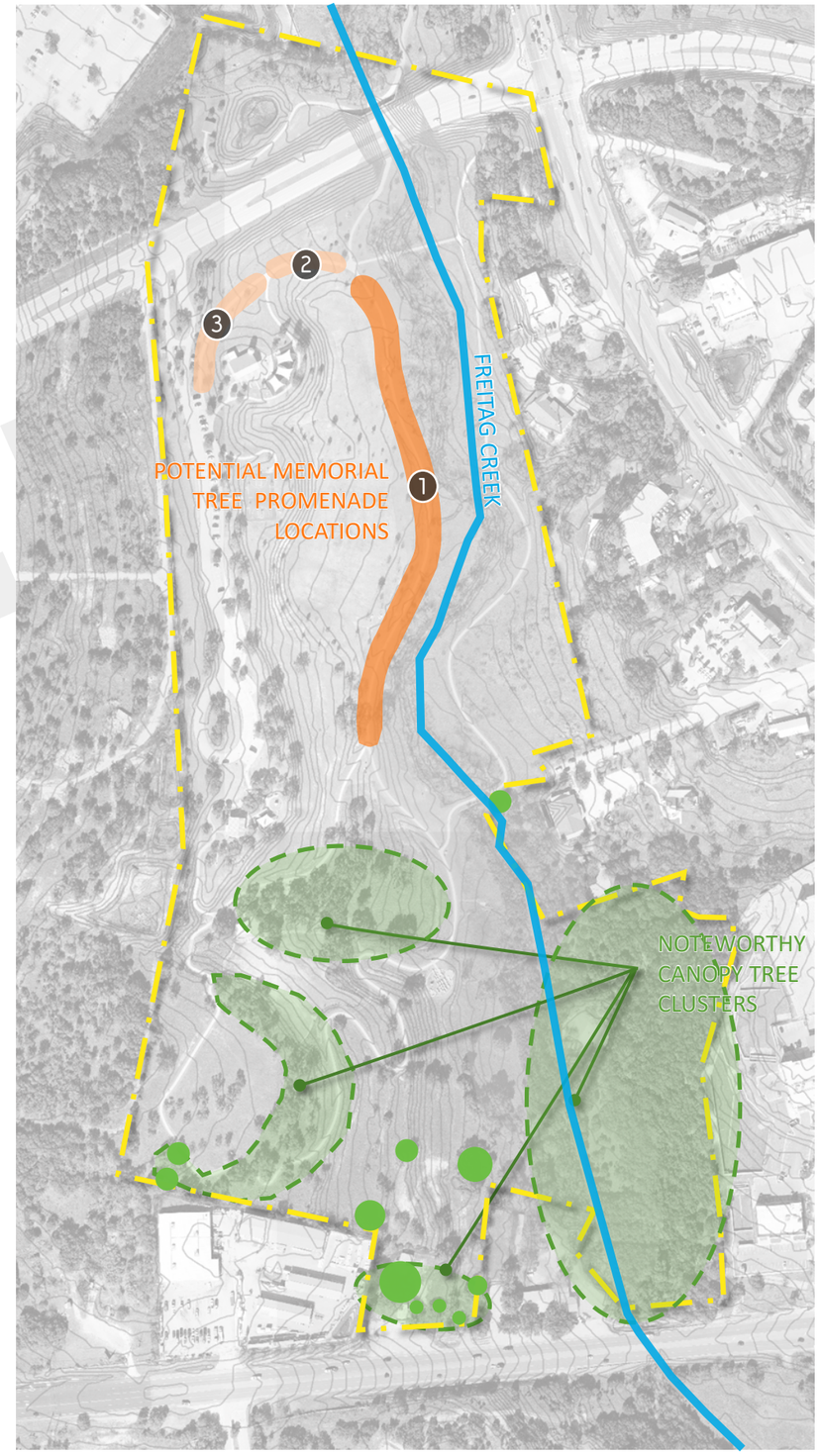
Irrespective of the aforementioned potential partnership with the WTC-PUA for use of treated effluent, or injected groundwater for irrigation purposes within Central Park, when selecting plant species, strong preference should be given toward native and drought tolerant species.

The Texas Agrilife Extension, City of Austin, and Lady Bird Johnson Wildflower Center produce a guide for selecting regionally adapted trees, shrubs, flowers, grasses, and other plants named Native and Adapted Landscaped Plants. This guide, which is referenced in the Bee Cave's Code of Ordinances and associated environmental technical manual, should also be consulted in the selection of trees and plants for Central Park in cases where new landscaping is being installed, as well as in cases assessing removal of invasive species.

Source: https://www.austintexas.gov/watershed_protection/publications/document.cfm?id=198301

Conformance with Code

Landscaping Standards are contained within Section 5.1.1. of the City's Unified Development Code. The Master Plan recommends meeting or exceeding these requirements, including but not limited to parking lot shading, vegetation of landscape islands, and site landscaping.



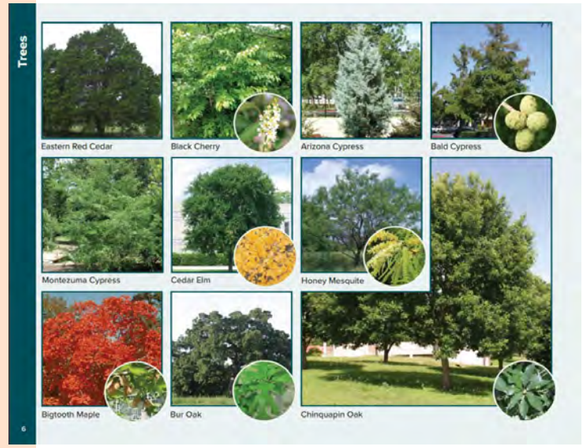
MEMORIAL TREE PROMENADE

The City receives periodic inquiries about opportunities for family and friends to make a dedication in memory of a loved one in Central Park. The City does not currently have such a program, but in coordination with other identified priorities for this Park, the Master Plan recommends a memorial tree walk lining a portion of the path network. As of the preparation of this Plan, the preference is to locate it along both sides of the path in Area 1 (noted on the map to the left)—though based on site constraints and/or interest in such a program, Areas 2 and 3 may be suitable locations, as well.

In order to improve the odds of the trees thriving, it is recommended the selected location(s) be irrigated and the utility layout take this into consideration.

Specific details of the design and operational components are to be determined, but generally speaking, the promenade is envisioned to have a formality to its structure, limited to one or two species, with trees equally spaced from one another and located at a similar distance from the path. The species chosen should be native and drought tolerant and have a trunk structure that lends itself to symmetry. It is also preferred that the species have a visually impactful presence— in stature, height at maturity, and/or seasonal variety in coloration. It would also be preferable for the tree species to have fewer annual episodes of foliage loss to reduce maintenance on the path and for adjacent uses.

Source: https://wanderingwheatleys.com



Source: https://www.austintexas.gov/watershed_protection/publications/document.cfm?id=198301

Trees

Eliminate crossing branches on trees when you can. Shape trees in the first three years after planting to produce an attractive mature specimen. Avoid planting trees with fruit near sidewalks, pools, and porches because they can be messy. For more tree care tips, see the Grow Green Tree Care and Installation and Maintenance fact sheets. Did you know? Trees receive protection in Austin once they reach 19" in diameter on single-family lots and 8" in diameter on multi-family and commercial properties. For more information, visit www.AustinTexas.gov/Department/Tree-Information-Center. To report concerns about trees, dial 3-1-1.

Common Name / Texas Native	Height	Spread	Light	Evergreen/Deciduous	Seasonal Interest	Color/Feature	Water	Wildlife	Comments & Maintenance
Cedar, Eastern Red *Juniperus virginiana* var. *virginiana*	B	30-50'+	15-25'	Sun	E	Year round	Evergreen leaves	L	X	Columnar, spreading shape; needs deep soil; good screen plant; Ashe Juniper, *J. ashei*, (mistakenly called Cedar) is a native alternative for shallow soils; provides food & habitat for wildlife; does not need pruning
Cherry, Black *Prunus serotina* var. *exima*	B	25-50'+	35'	Sun	D	Spring	White flower; yellow fall foliage	M	X	Attractive shape; fall color; fragrant flowers; glossy leaves; fruit-bearing; not for heavy, clay soils; needs moist location; foliage can be fatal if consumed; attracts birds, butterflies, and pollinators; prune for shape or to raise the canopy
Cypress, Arizona *Cupressus arizonica*	T	25-50'+	15-25'	Sun	E	Year round	Blue-silver foliage	VL	X	Suited to well-drained, limestone soils; attractive, peeling red bark; some disease problems; native to the Chisos Mountains; provides food and habitat for wildlife; prune to shape, if needed
Cypress, Bald *Taxodium distichum*	B/E	60-100'	35-50'+	Sun/Part Shade	D	Fall	Copper foliage	M	X	For riparian/moist, deep soil, or poor drainage conditions only; foliage dries up in dry, hot locations; obtain plants of western seed source; bird habitat; does not need pruning
Cypress, Montezuma *Taxodium mucronatum*	T	60-100'	25-50'+	Sun/Part Shade	D	Fall	Bronze foliage	H	X	Like Bald Cypress but faster growth and more adapted to dry conditions; may freeze in severe winters; native to south Texas; provides food & habitat for wildlife; does not need pruning
Elm, Cedar *Ulmus crassifolia*	B/E	50-75'	25-35'	Sun/Part Shade	D	Fall	Gold foliage	VL	X	Upright form; native; adapted to rocky soils; can withstand poorly drained, clay soils, and/or moderately compacted soils; seeds are a food source for wildlife; prune to shape or raise the canopy if needed
Honey Mesquite *Prosopis glandulosa* var. *glandulosa*	B/E	25-40'	25-30'	Sun	D	March to September	Creamy white flowers	VL	X	2-3" long blooms; bright green foliage and weeping shape; very slow growing; thorns; excellent nectar and food source for wildlife; Thornless Mesquite is *Prosopis chilensis*; prune to shape or raise the canopy if needed
Maple, Bigtooth *Acer grandidentatum*	E	20-50'	20-30'	Sun/Part Shade	D	Fall	Red and gold foliage	M	X	Best maple for alkaline soils; outstanding fall color; seeds, buds, & flowers provide food to wildlife; prune to shape or raise the canopy if needed
Oak, Bur *Quercus macrocarpa*	B/E	50-70'+	30-50'+	Sun	D	Spring	Large acorns	VL	X	Large, majestic tree; very adaptable; needs plenty of space and deep soil; moderate growth rate; acorns provide food for wildlife; prune to shape or raise the canopy if needed
Oak, Chinquapin *Quercus muhlenbergii*	B/E	50-70'+	30-40'	Sun	D	Fall	Yellow and rust foliage	L	X	Stately form; provide deep soil; moderate growth rate; acorns provide food for wildlife; prune to shape or raise the canopy if needed

Trees 7

Small Trees & Large Shrubs

For Small Trees: see the TREES section comments. For large shrubs: If a plant is multi-stemmed leave lower branches for screening or remove them for a more open look. Look into individual species' notes. Plants that prefer Low (L) and Very Low (VL) water can be used in rain gardens if the soil is fast draining.

Common Name / Texas Native	Height	Spread	Light	Evergreen/Deciduous	Seasonal Interest	Color/Feature	Water	Wildlife	Comments & Maintenance
Oak, Lacey *Quercus laceyi*	E	30-50'+	25'	Sun/Part Shade	D	Spring - fall	Blue-green foliage	VL	X	Ideal for small urban yards; slow growth rate; will grow on shallow, limestone soils; resistant to oak wilt; susceptible to oak phylloxera insects; provides habitat for birds and acorns are a food source for wildlife; prune to shape or raise canopy if needed
Oak, Mexican White *Quercus polymorpha*	T	45-60'+	30-40'	Sun	SE	Spring	New foliage peach	VL	X	Handsome tree; provide deep soil; sheds its leaves in spring when new leaves emerge; small population native to West Texas; resistant to oak wilt; susceptible to oak phylloxera insects; acorns are a food source for wildlife; prune to shape or raise the canopy if needed
Oak, Southern Live *Quercus virginiana*	B/E	40-60'+	50'+	Sun/Part Shade	E	Year round	Evergreen leaves	L-VL	X	Oak wilt susceptible; provide ample open space; evergreen but sheds its leaves in spring as new leaves emerge; if planting in shallow soil, use Escarpment Live Oak, *Q. fusiformis*, which is more drought-tolerant; provides food and habitat for wildlife; prune only during hottest and coldest months and paint all wounds immediately to help prevent the spread of oak wilt
Oak, Texas Red *Quercus texana*	E	60-75'+	15-30'	Sun	D	Fall	Red foliage in fall	L	X	Well adapted to rocky soils; susceptible to oak wilt; use western seed source for red oaks; Shumard Oak, *Q. shumardii*, is a taller, alternative, but only for deep, well-drained soil; provides food and habitat for wildlife; prune to shape or raise the canopy
Palmetto, Texas Palm, Texas Sabal *Sabal mexicana*	T	45'	15'	Sun/Part Shade	E	Spring	Small white flowers	L	X	Not an actual tree; found in moist, wet locations and those areas with occasional flooding; provides food for wildlife; prune only to remove the dead fronds
Pecan *Carya illinoinensis*	B	60-75'+	60-75'	Sun	D	Fall	Nut	H	X	For riparian/moist, deep soil conditions only; nut-producing; susceptible to disease and insect problems; pecans are food for wildlife; many cultivars are available
Sycamore, Mexican *Platanus mexicana*		60'	40'	Sun/Part Shade	D	Fall	Yellow/ orange	H	X	For riparian/moist, deep soil conditions only; fast-growing; resistant to bacterial leaf scorch; may not be cold tolerant; seeds are eaten by some birds; prune to shape or raise the canopy if needed
Anacacho Orchid Tree *Bauhinia lunarioides*	T	6-12' (LA)	6-12'	Sun/Part Shade	D	Spring	White or pink flowers	L	X	Excellent understory tree; protect from winter winds; prefers well-drained soil; fragrant flowers attract butterflies and bees; prune to shape or raise canopy if needed
Anacua (Sandpaper Tree) *Ehretia anacua*	T	20-25'+	15-30'	Sun/Part Shade	SE	Spring - summer	White flowers	L	X	Fast-growing; often suckers or is multi-trunked; provide well-drained alkaline soil; may die back in severe winters; edible fruit; attracts birds; is a nectar source for bees; prune to shape or raise canopy if needed
Arroyo Sweetwood *Myrospermum sousanum*		up to 20'+ (LA)	15'	Sun/Part Shade	D	Spring	White flowers; gold fall foliage	VL	X	Fast-growing shrub, often multi-trunked; lovely foliage; prefers alkaline soil; fragrant, showy flowers; attracts butterflies, birds, and bees; prune to shape or raise canopy if needed
Buckeye, Mexican *Ungnadia speciosa*	E	12-20' (LA)	12-20'	Sun/Part Shade	D	Early spring	Pink flowers	L	X	Multi-trunked; use as understory shrub; needs 1/2 day of sun; yellow fall foliage; 1" fragrant blooms provide nectar for bees & hummingbirds; seeds eaten by wildlife but poisonous to humans; does not need pruning

Small Trees & Large Shrubs 9

Central Park contains one water quality and detention pond north of Bee Cave Parkway. The primary purpose of this pond is to treat the impervious cover associated with Bee Cave Parkway itself. Due to the slope of topography, it is not practical for this pond to be enlarged to treat much, if any, of the impervious cover anticipated south of Bee Cave Parkway.

Stormwater

City of Bee Cave code requires stormwater detention and, in cases where impervious cover exceeds 20% of the net site area, structured "Best Management Practices"(BMPs). Projected new impervious cover is anticipated to equal between approximately 21– 22%; combined with existing impervious cover, total impervious cover is projected to be about 27%[1]. Due to the history of the property, it is anticipated that, in addition to needing to incorporate BMPs, a transfer of impervious cover will be required to offset the new impervious cover generated as a result of this plan.

In Bee Cave, BMPs have historically taken the form of a water quality pond. If this option is pursued for Central Park, it is proposed to be located toward the southeast portion of the Park, west of Freitag Creek and outside of the Water Quality Buffer Zone[2]. Although this basic location is the most logical because Central Park generally slopes from northwest to southeast, it is not without its challenges due to an extreme change in elevation of its own. "Existing Cross-Section" (below, left) depicts a cross-section that, from west to east, roughly bisects the location in a which a pond might be sited and the corresponding existing elevations, color coded by anticipated use. There is an approximate 30' change in elevation in the vicinity of where the pond would go.

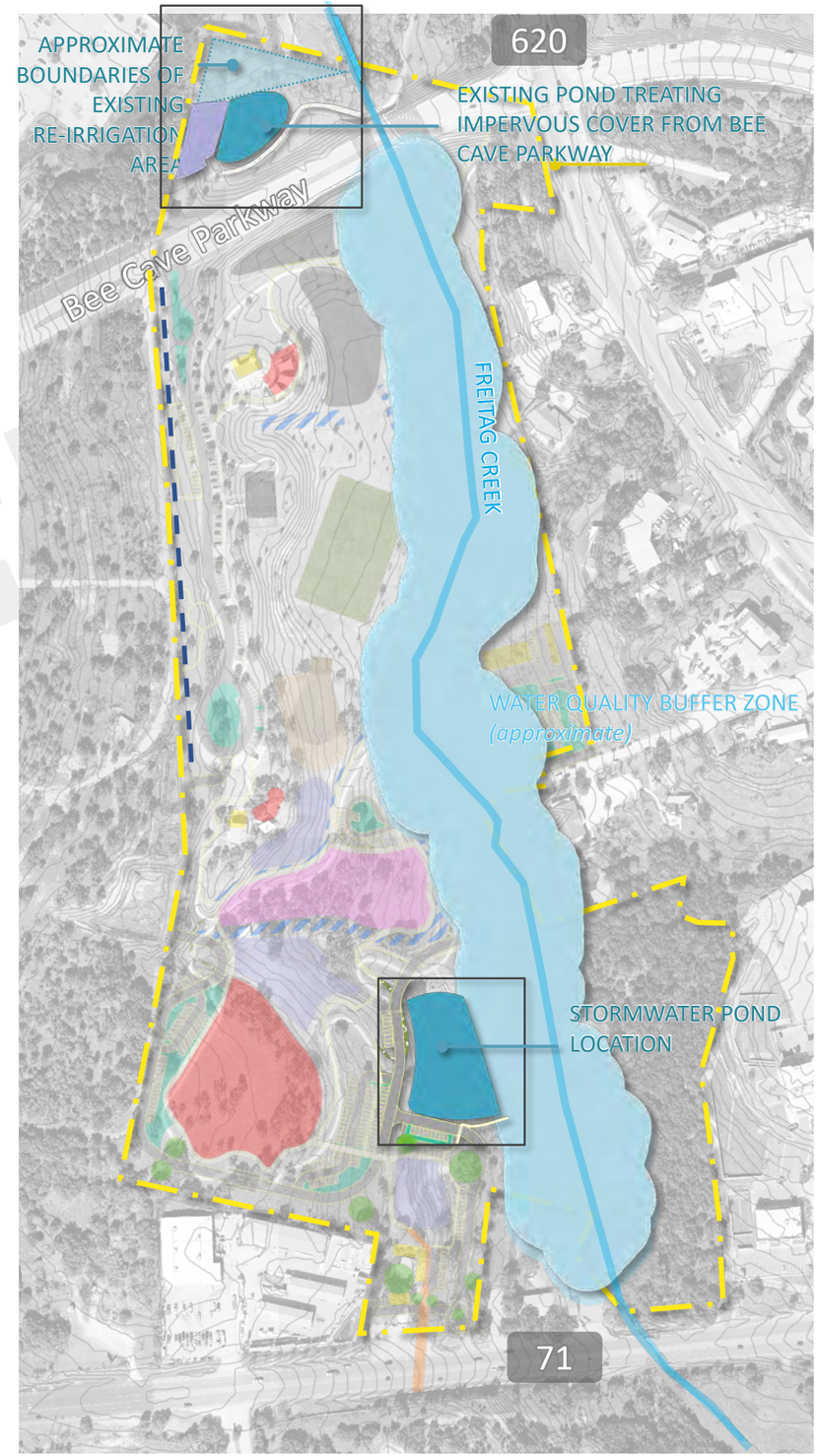
Should a pond be constructed, a substantial retaining wall would be required. "Basic Development Profile" (below, center) is a crude, non-engineered diagram intended to provide a basic sense of spatial arrangement necessitated by existing conditions. While there are recognized to be undesirable aspects to this circumstance, it does provide opportunity, as well. For instance, a cantilevered overlook structure located above the pond would not only offer a unique and pleasant view of the pond and the heavily vegetated portion of the Park, but also a noteworthy vantage point beyond the Park, toward the rolling hills south of SH 71.

Barring further analysis during the engineering design phase that dictates otherwise, it is recommended that the pond be a wet pond with robust native vegetation that doubly serves as a year-round park amenity. See "Inspiration Imagery" (far right). From the east it has the potential opportunity to be accessed from the proposed nature trails on the Burton tract.

In the absence of being able to cost-effectively make the stormwater pond an aesthetic and functional park amenity, it is recommended instead to utilize a distributed Low Impact Development (LID) stormwater treatment system, such as a series of rain gardens, bio filtration, and vegetated filter strips.

Regardless of the stormwater treatment model pursued, in certain parking areas and for certain portions of trail it may be appropriate to utilize permeable surfaces, such as permeable pavers, permeable concrete, and/or permeable grid systems, with consideration given to installation, replacement, and maintenance costs and resources. If utilized, it is recommended to incorporate this feature as a public educational opportunity on stormwater treatment and LID.

[1] *This calculation excludes pedestrian paths because Bee Cave code exempts them from the impervious cover calculation.*
[2] *There is precedent for portions of pond structures , such as an earthen embankment, to encroach water quality buffer zones.*



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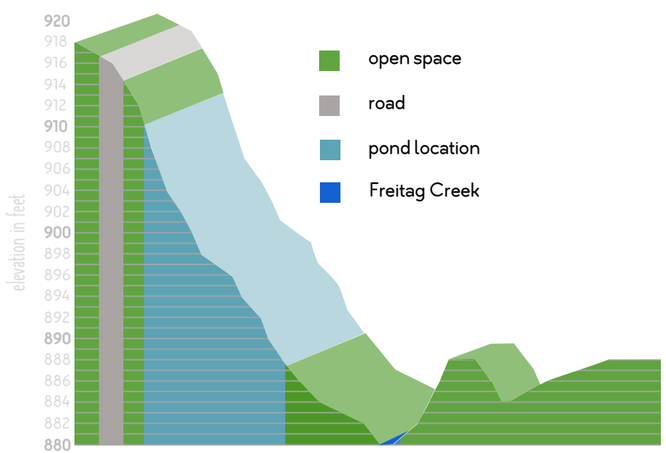
EXISTING CROSS-SECTION



INSPIRATIONAL LOW IMPACT DEVELOPMENT IMAGERY

Rain Garden

Vegetative Filter Strip

Bio Filtration

Source: City of Austin Green Stormwater Infrastructure Maintenance Manual

INSPIRATIONAL PERMEABLE PAVED SURFACES

Permeable Pavers

Source: USGS

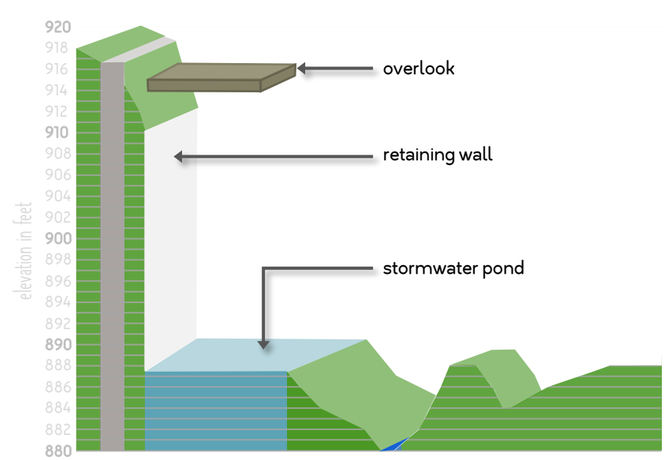
Permeable Concrete

Source: USGS

Permeable Paving Grid System

Source: ABC Geosynthetics.com

BASIC DEVELOPED PROFILE



INSPIRATIONAL POND IMAGERY

Source: California Stormwater Quality Association TC-20

Source: Rivanna-stormwater.org.

Source: Wimberley Restoration Co.

A Primer on Low Impact development and Green Infrastructure

Low Impact Development (LID) is a collection of management practices used to prevent stormwater runoff and pollution from adversely affecting the community. To be effective it needs to be incorporated starting at site design so that it can be seamlessly carried through at the onset site operation and maintenance. With proper integration, LID can enhance aesthetics; reduce site costs for water treatment, energy, and infrastructure; mitigate flood damage; and increase property values.

Also referred to as green infrastructure, LIDs are constructed to infiltrate, evaporate, filter, capture, and facilitate the beneficial use of stormwater. These practices can enhance the aesthetic value of a site and reduce capacity needs in costly underground conveyance systems and treatment systems. Ultimately, green infrastructure aims to provide a developed site with the same hydrologic conveyance and as it naturally would have in an undisturbed setting.

Common LID practices include green roofs, rain gardens, sidewalk planters, vegetated filter strips, permeable pavements, among a bevy of other ecological implements. These practices often feature native and adapted plants that are interwoven with walking paths, public buildings, and parking lots to create an aesthetic addition proven to improve local biodiversity as well as mental health among the native community.

Traditional "grey" infrastructure such as culverts, pipes, and pumps are often constraints to site development due to their rigid design, bottlenecking site development to meet code regulations. However, LID considers a holistic approach, combining ecological preservation with functionality to positively benefit the health, social capability, environment, and economics of the local community.

Source: NRPA Green Infrastructure Details Story Map

LOW IMPACT DEVELOPMENT

L.I.D. *Glossary*

BIOSWALE: Vegetated, shallow, landscaped depressions designed to capture, treat, and infiltrate stormwater runoff as it moves downstream. They are typically sized to treat the water quality event, also known as the "first flush," which is the first and often most polluted volume of water resulting from a storm event. Bioswales are particularly well suited to being placed along streets, sidewalks, and parking lots.

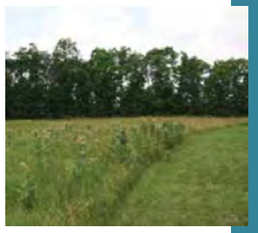
STORMWATER TRENCH & TREE PLANTER: A stormwater tree trench is a system of trees connected by an underground stone bed used for infiltration. Similarly, stormwater planters sit below the sidewalk and are filled with soil, stone and plants to soak up stormwater runoff. They collect and filter stormwater runoff during small storm events and allow it to infiltrate into the ground. Their flexible design features and relatively small footprint allow them to easily fit into park landscapes.

PERMEABLE PAVEMENT: Through a porous surface, infiltrates, treats, and/or stores rainwater where it falls. Permeable pavement can be used in a variety of settings and is good for walking, biking, parking areas, and low-trafficked roads without heavy truck use. Asphalt and concrete are common materials in paver or continuous surface configurations.

RAIN GARDEN: Depressed area, planted with grasses and flowering perennials, that collects and filters stormwater runoff during small storm events and allows it to infiltrate into the ground. Their flexible design features and relatively small footprint allow them to easily fit into park landscapes. Rain gardens also provide habitat for wildlife and are great educational tools.

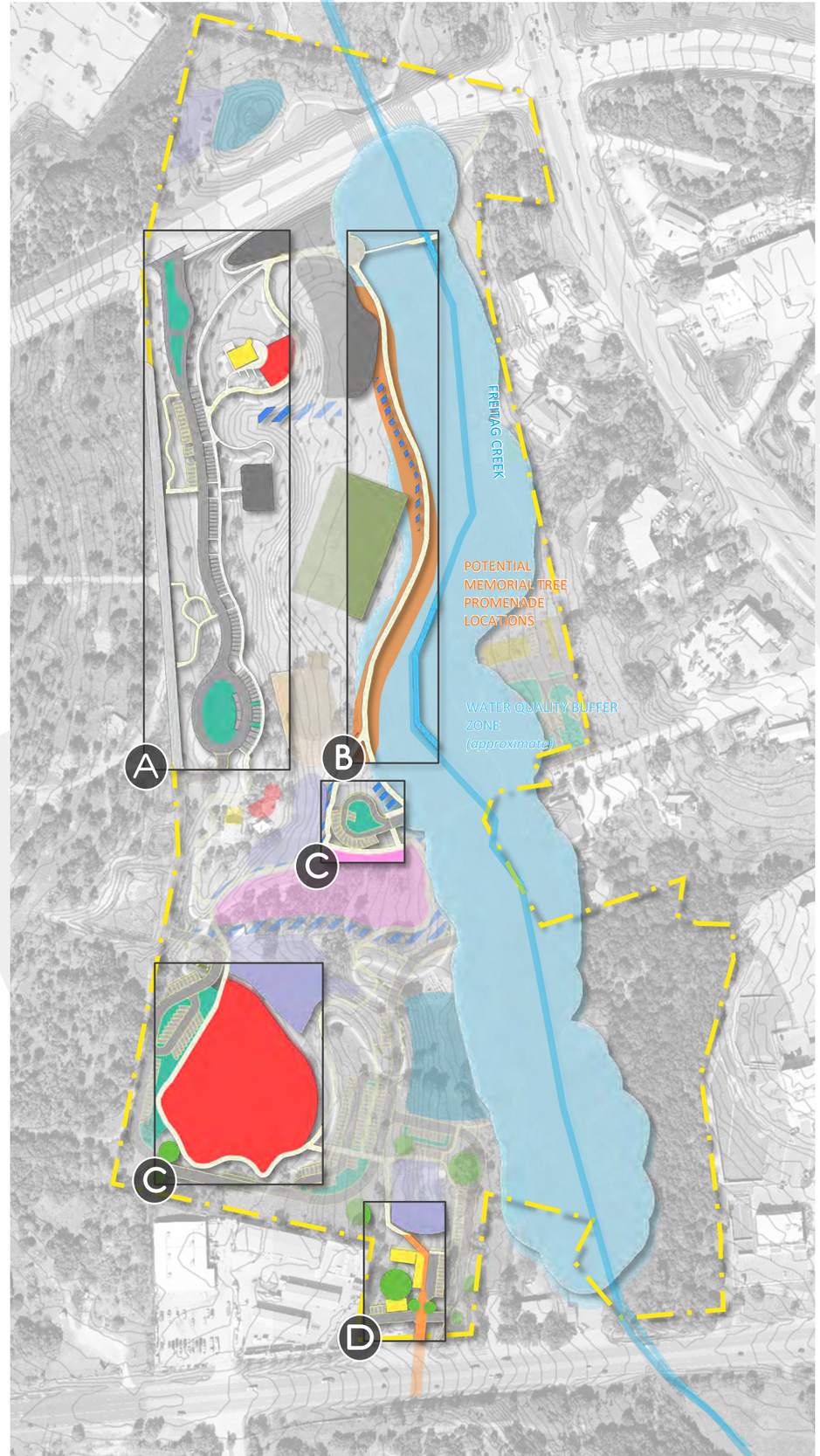
CONSTRUCTED WETLANDS AND RETENTION AREAS: Mimics the functions of natural areas to capture runoff, improve water quality and provide wildlife habitat. These features filter stormwater by slowing down water flow and trapping sediments and other pollutants. Plants unique to wetland habitats take up pollutants and foster the growth of water-cleaning microorganisms.

GREEN ROOF: Use soil and plants in place of traditional roof material to enable rainfall infiltration and the evapotranspiration of stored water. There are two common types of green roofs: extensive and intensive. Extensive green roofs typically have a growing medium of 3 to 4 inches and intensive green roofs have up to 12 inches of growing medium and can support shrubs and trees. Green roofs are easily accommodated during building design while retrofitting an existing roof is more involved.



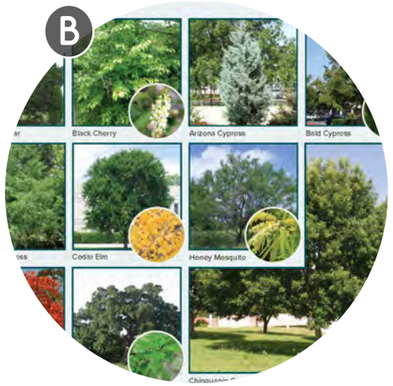
VEGETATION MANAGEMENT: The comprehensive landscape design practices like proper plant selection and arrangement; the use of plants for weed control and surface stabilization; and good construction practices can help minimize maintenance costs and improve water quality. For example, selecting native plants that are water-efficient minimizes irrigation; while pest-resistant plants and turf grasses minimize the use of pesticides. Converting under-utilized turf areas to less maintenance-intensive forms of landscape can yield significant environmental and cost benefits while still providing attractive settings.

Sources : Austin, TX City Hall



Opportunities in Central Park

BIOSWALE adjacent to the Backyard



VEGETATION MANAGEMENT along Freitag Creek and the Tree Promenade

RAIN GARDENS adjacent to low-traffic parking areas and the inclusive play area

GREEN ROOF on top of the building on Flex Area 4, the Revival tract

Sources: Texas A&M University ; George Bush Presidential Center; sustainability.utexas.edu/; Native and Adapted Landscape Plants: An Earthwise Guide for Central Texas; *HydrotechUSA.com*; www.nrpa.org/siteassets/gupc-resource-guide.pdf; watersmart.tamu.edu/rain-garden/

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PARK AMENITIES & OPERATIONAL SPACES

Proposed **Flex Area 1**

Proposed **Sport Court**

Existing **Building – Pavilion**

Existing **Sport Court – Basketball**

Proposed **Community Outdoor Stage**

Existing **Building – Pavilion**

Proposed **Flex Area 2**

Proposed **Flex Area 3**

Proposed **Playground – Play for All Park**

Proposed **Building – Restaurant/Cafe**

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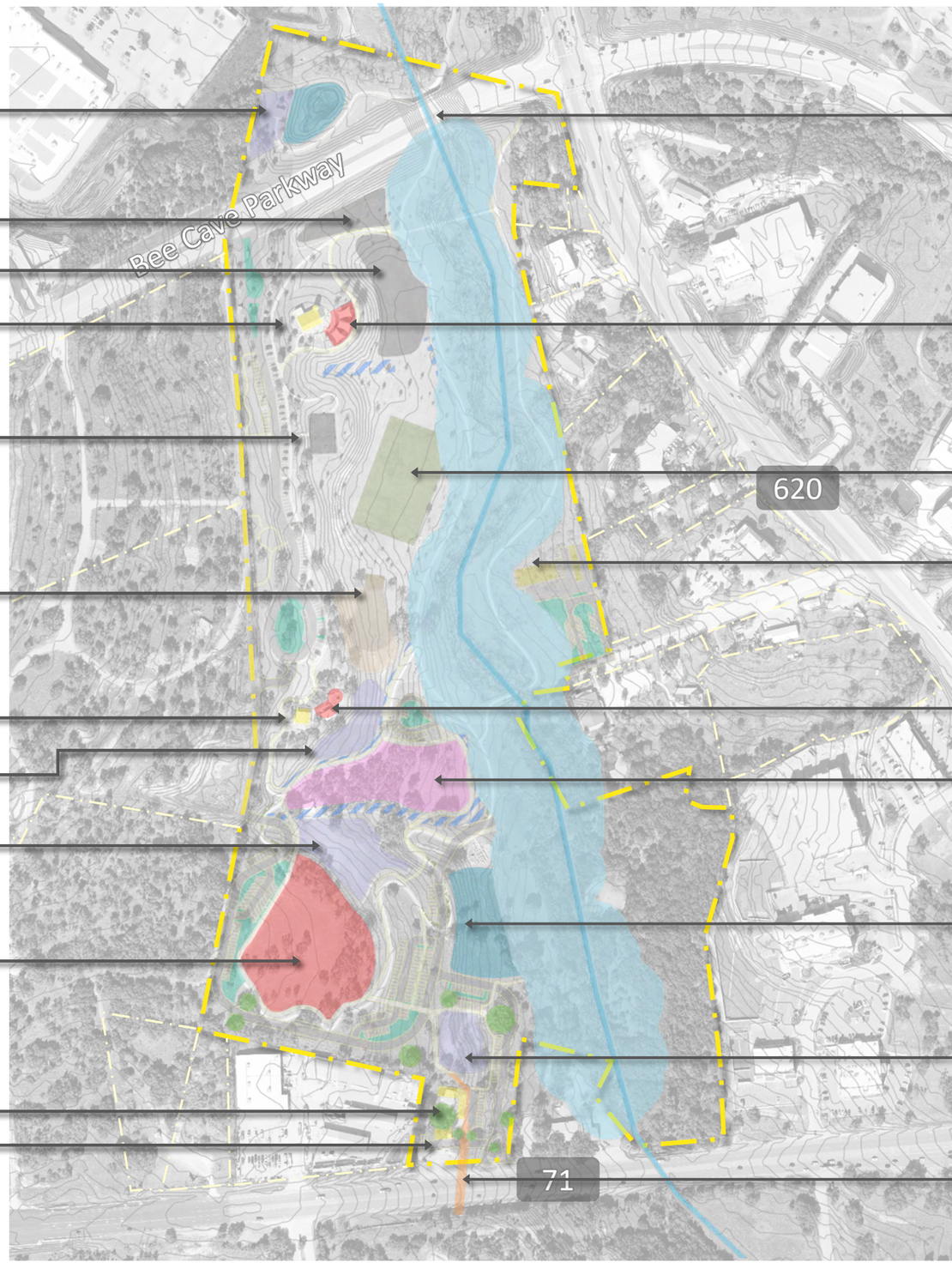
OVERVIEW OF AMENITIES



Pedestrian Tunnel *Existing*

Playground – Large *Existing*

Multi-Purpose Field *Existing*

Building – Maintenance *Proposed*

Playground – Small *Existing*

Dog Park *Relocated*

Amenity Pond & Overlook *Proposed*

Flex Area 4 *Proposed*

Pedestrian Bridge *Proposed*

Existing Playgrounds

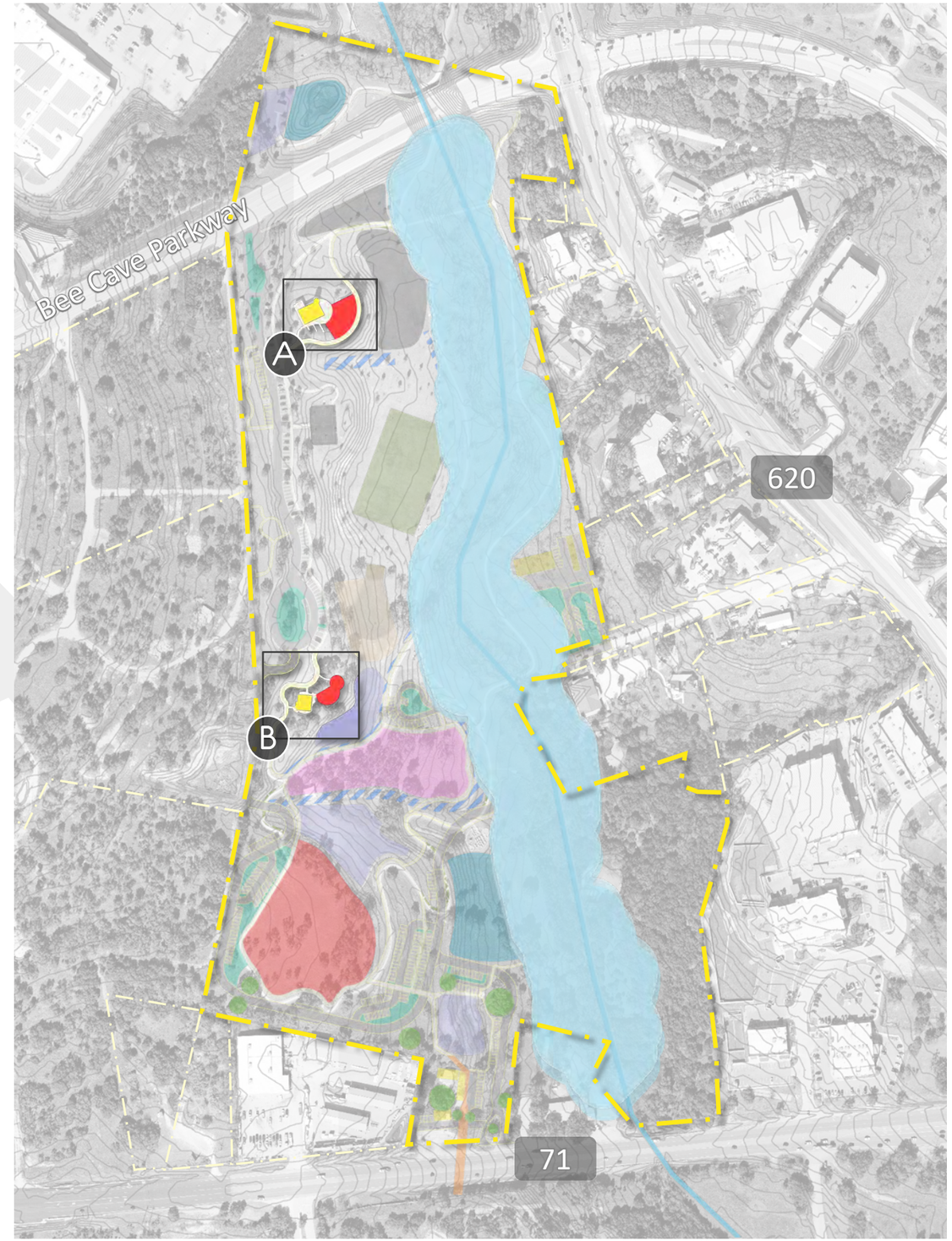
Central Park currently has two existing playgrounds, both of which are proposed to remain at their basic sizes, configurations, and locations, which are adjacent to pavilions that are also proposed to remain. The "Big Playground," A, is approximately 6,500 square feet and contains two play structures geared toward different age groups and a set of swings. The "Small Playground," B, is approximately 3,500 square feet and contains one traditional play structure and one climbing rock. The play areas, which were installed circa 2006 when the Park was first opened, are predominantly covered by sail-like shade structures. Despite their relatively high maintenance/replacement costs, the shade structures are recognized as a necessity in this climate and are proposed to remain, though it is recognized that, with time, there may be a wider array of options that fulfill the need for shade in an equal or superior, yet more cost-effective manner when the current ones reach end-of-life. Both playgrounds' surfaces are composed of rubber mulch chips. For both access and maintenance purposes, alternatives surfaces, as solid, poured-in-place rubber, are recommended to be considered as part of the Park's renovations.

These playgrounds are envisioned to become secondary play areas to a larger Inclusive Play Area proposed in the southwest corner of the site, described in greater detail starting on page 63.

A

B

Source of Pictures: Scott Payton, City of Bee Cave Parks & Facilities Departmnt



PLAY AREAS

Common Playground Surfaces

In addition to considering obvious factors, such as location, safety, longevity, and up front cost when selecting a surface, the City should also prioritize maintenance efforts/costs and solutions that support efforts toward Low Impact Development (See page 55).

	Site Preparation Requirements	Maintenance Requirements	Expected Longivity	* Meets Accessibility	Cost	Variety	Play Value	Other Features
Bonded Rubber	Moderate	Moderate	Low	YES	$$ initial $$$ lifetime	color options	natural appearance and texture	easier to repair
Engineered Wood Fiber (EWF)	Low	High	Low	YES	$ initial $$$ lifetime	wood type varies by region	natural loose parts	organic product
Poured-in-Place (PIP) EPDM	High	Low	High	YES	$$$ initial $ lifetime	color options	can embed graphics and designs	less expensive type of PIP
Poured-in-Place (PIP) TPV	High	Low	High	YES	$$$ initial $ lifetime	color options	can embed graphics and designs	more expensive type of PIP, great durability, high elasticity, excellent for high use areas
Sand, Pea Gravel	Low	High	Moderate	NO	$ initial $$$ lifetime	variety of industrial grades	natural loose parts	requires frequent raking and turning to keep from compacting
Shredded Rubber	Low	Moderate	Moderate	YES	$$ initial $$$ lifetime	• color options • shape of shred	natural loose parts	100% recycled
Tiles	High	Moderate	High	YES	$$$ initial $ lifetime	• color options • interlocking or adhesive	can embed graphics and designs	easy to replace where needed, edge ramps, and transition tiles available
Turf	High	Moderate	Moderate	YES	$$$ initial $ lifetime	• color options • infill or no infill • variety of densities	natural appearance and texture	cooler surface temperature

Low	$	Low Cost
Moderate	$$	Moderate Cost
High	$$	High Cost

Source: https://www.totturf.com/resources/comparing-surface-types/

Shade Structures

There are various traditional approaches to providing shade including, but not limited, to natural tree cover, combinations of steel posts with fabric canopies, and steel post and canopy. After an evaluation that includes cost, maintenance, and durability, it may be possible for the shade structures to emphasize the identity of the Park or become a functional landmark.

Traditional Structures

Source: whirlix

Source: www.playlsi.com

Unconventional Structures

Source: Outdoordesign.com.au

Source: https://landscape.coac.net

Source: Municipal Association of Victoria. Shade: A Resource for Local Government

Universal Design

As described by the National Disability Authority and the Centre for Excellence in Universal Design, "Universal Design is the design and composition of an environment so that it can be accessed, understood and used to the greatest extent possible by all people regardless of their age, size, ability or disability. By considering the diverse needs and abilities of all throughout the design process, universal design creates products, services and environments that meet peoples' needs."

2010 Americans with Disabilities Act

In 2010, the Department of Justice revised the 1990 Americans with Disabilities Act, changing the accessibility standards for playgrounds. The new rules mandate that compliant playgrounds need to be accessible via ramps and barrier-free travel routes, include a range of accessible play options, and provide an appropriate surface beneath all accessible equipment.

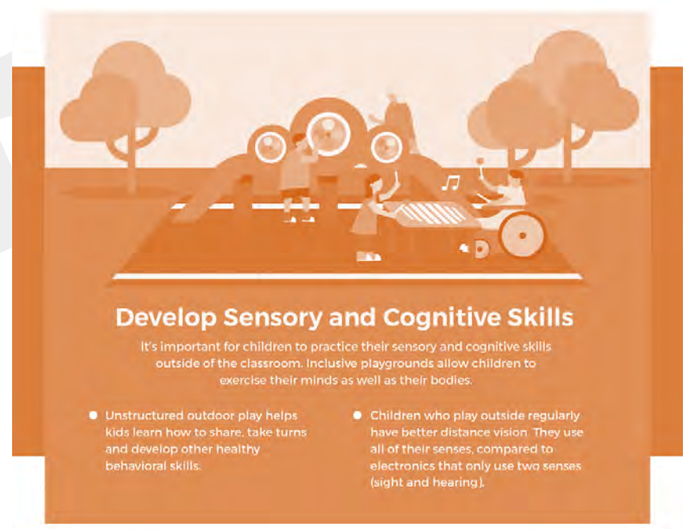
Current Applications

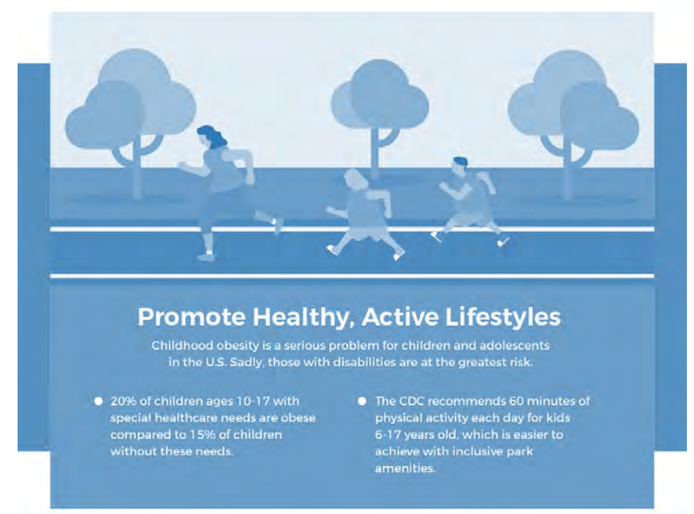
In the decade since this went into effect, there has been an evolution of thought on how to not only comply with the law, but how to create inclusive play spaces that embody the needs and desires of those anticipated to use them. One such example, Harpers Playground in Portland Oregon, based its "radically inclusive" design on posing and answering the following questions:

PHYSICALLY INVITING — Is it accessible? And is it adaptive?

SOCIALLY INVITING — Is it natural? Is it communal?

EMOTIONALLY INVITING — Is it thoughtful? Is it beautiful?





Source cunninghamfree.com

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Thought Balloons

SERPENTINE TRACK *functions as a therapy loop to work on mobility training, gait training, and measured distance activities.*

SAFE SPACES *safe space or cocoon where children can retreat if they need a break.*

DESCRIPTIONS IN BRAILLE

SAND TABLES *Elevated with water pumps*

THERAPY *Setting for pediatric and adult therapy*

ACCESSIBLE MERRY-GO-ROUNDS

FAMILY INCLUSION *Incorporate the entire family into the fun. Be mindful that there are plenty of parents and grandparents with disabilities or mobility impairments who could also benefit from inclusive design.*

GROUP SPINNERS

ACTIVITY PANELS *at ground height*

ZONES *breaking the space into zones—like a swing zone, a slide zone, etc.—helps kids with sensory issues feel less overwhelmed.*

NATURE *Use nature so that it's socially inviting to all.*

OPEN PLAZAS

SUPPORTIVE SWINGS WITH LARGE BACKS

SLIDES *slides with bouncy landing pads that allow children with mobility impairments to depart the slide and wait for their wheelchair or walker.*

SENSORY PLAY *elements that incorporate touch and music.*

ACCESSIBLE "GANGWAY" RAMPS

The slide area at Magical Bridge Playground in California. The area at the bottom of the slide is a safe place for kids to wait for their wheelchair or walker.

Courtesy of the Magical Bridge Foundation

An aerial view of the Magical Bridge Playground in Palo Alto, California.

Courtesy of the Magical Bridge Foundation

Supportive swings—complete with harnesses and tall backs—at Owen's Playground on Bainbridge Island, Washington.

Courtesy of Harper's Playground

At the busy Magical Bridge park in Palo Alto, California, kids play on an accessible merry-go-round.

Courtesy of the Magical Bridge Foundation

A supportive see-saw at Owen's Playground on Bainbridge Island, Washington.

Courtesy of Harper's Playground

Objectives

As demonstrated on the page to the right, there are relatively limited inclusive play areas in the Austin metro area, and even fewer within the vicinity of Bee Cave. It is the objective of this space to help fill that void and, additionally, become a regional destination that gives people a reason to make a day of being in Bee Cave—whether it be a paired trip to the library, local business, or another amenity.

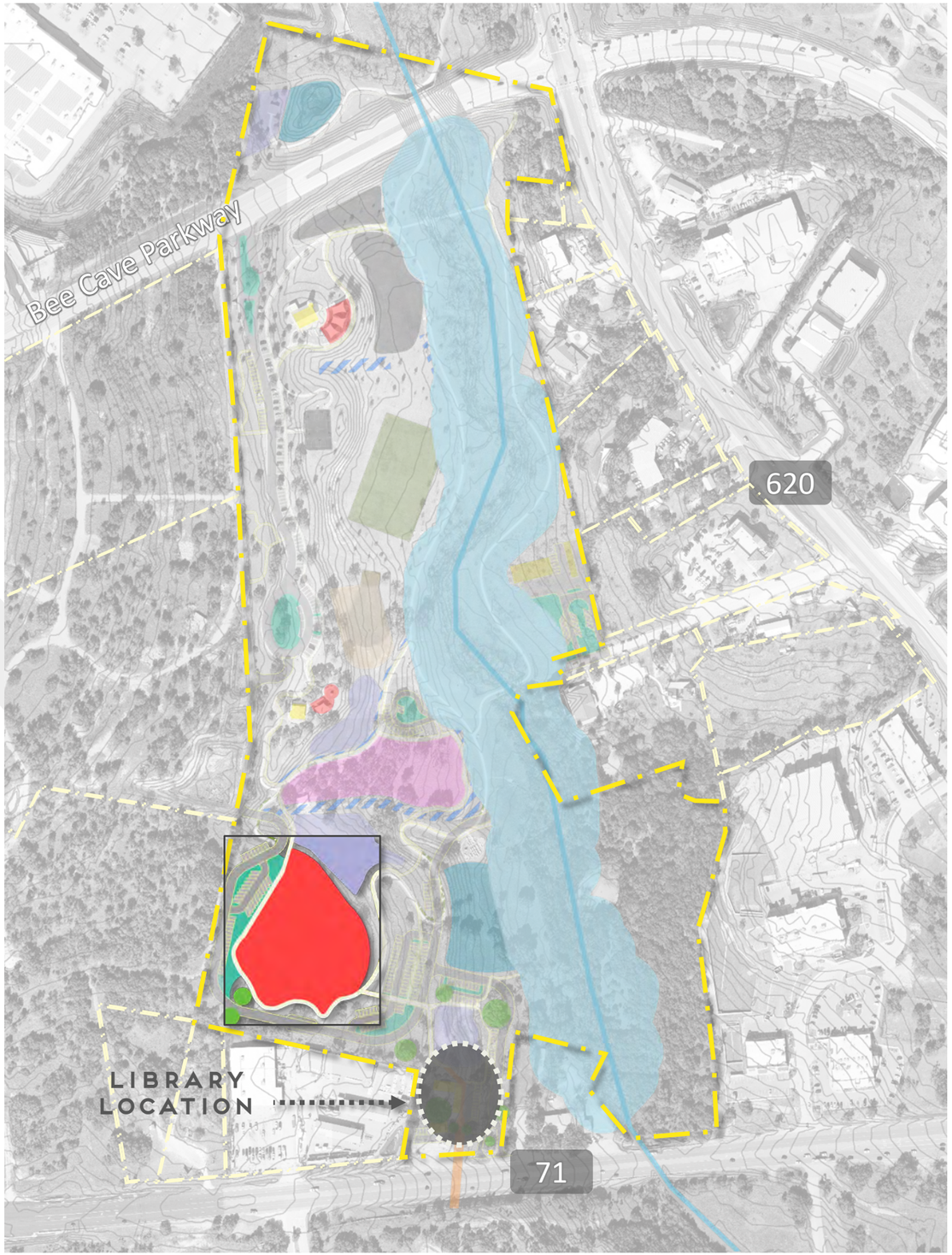
Proposed Location

The inclusive play area is proposed to be located in the southwest corner of the Park on approximately on approximately 2.3 acres. This area was determined to be especially suitable for several reasons:

- Natural shade via a multitude of mature live oaks
- Relatively even terrain
- View over the park
- Good access
- Concentration of proposed parking
- Potential proximity to future library site

Considerations

Among the features this area will need are shade; ample parking, including accessible parking, a drop-off, and a place for busses; bathrooms; fencing; and pavilions. If space and budget (construction AND operational budgets) permit, this may be a logical place for an interactive water feature.



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INCLUSIVE PLAY

The city of Georgetown revamped its once wooden park of tunnels and towers to build a much more ADA accessible playground. The new build incorporated the unique history of Georgetown in the new playground site, such as a triple slide to represent the water falls along the San Gabriel River.

Creative Playscape

Marble Falls Inclusive Playground

The Marble Falls Inclusive Playground is, as of summer 2022, in the stages of conceptual design and fundraising.

Play for All Abilities Park

Trailhead Park

Bridge Point Elementary

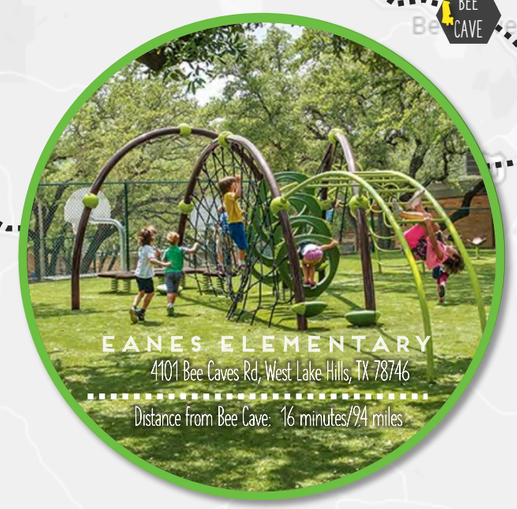
Eanes Elementary School

BEE CAVE

This 51,000 square foot, gated park includes a variety of play opportunities designed to stimulate and encourage the development of several skill sets such as gross and fine motor skills, social interaction, sense of discovery, creativity and strengthening exercises. The park includes several pods each intended to develop specific skills for all children including:

Retreat Pod | Sensory Pod–Sand Box | Rock Band Pod | Rolling Hill/Performance Lawn | Sensory Pod | All Abilities Playscape | All Ability Swings | Brushy Creek Village life skills area

The Park also features a speedway, a "train pod," an Adventure Hill, a tree House, a zip line, a Nature Free Play Area, and a Village Pod.



The Eanes Elementary School Evos® playsystem and several "freestanding events" encourage cooperative play and outdoor learning. Additionally, there is a large, inclusive "PlayBooster®" playground that features accessible and sensory-rich play components. The playstructures and freestanding events also offer opportunity for climbing and cooperative play.

Children's Park

The six acre Children's Park Playscape is an accessible and inclusive space for children to play and exercise. It features a poured rubber safety surface, wide ramps throughout, a roller slide, 4 seat We-saw, Expression Swing, Liberty Swing, Omni Spinner, Team Swing, and a therapeutic seat on the Zip Krooze.

In 2013, this elementary school playground got a face lift to make the site more ADA compliant. During the build, the school put in padded Astroturf, wide ramps, and expanded the grounds in general to make more room. They also installed interactive games throughout the playground including an American Sign Language guide.

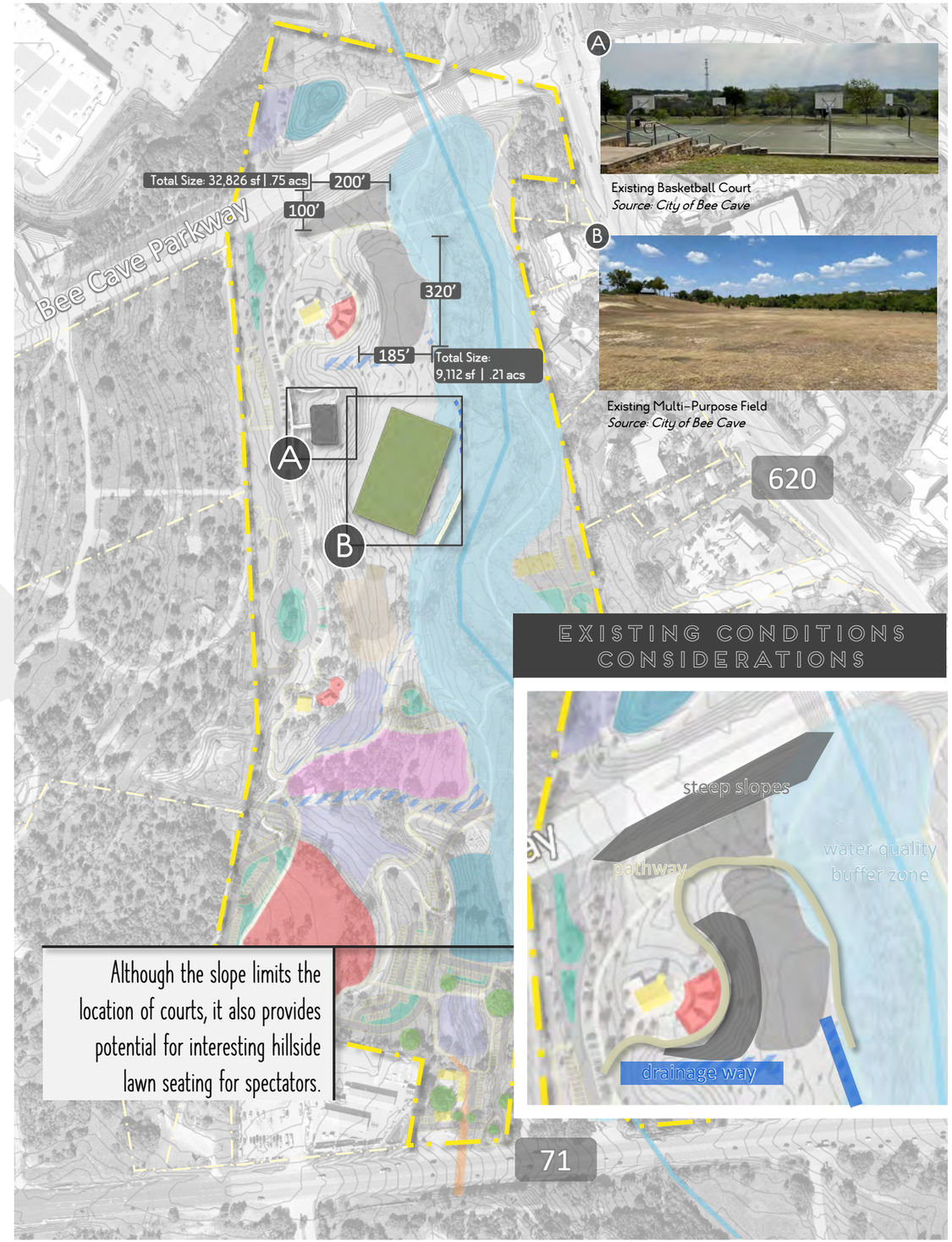
This neighborhood park in Canyon Creek includes a playground with a fully shaded, wheelchair accessible main playscape.

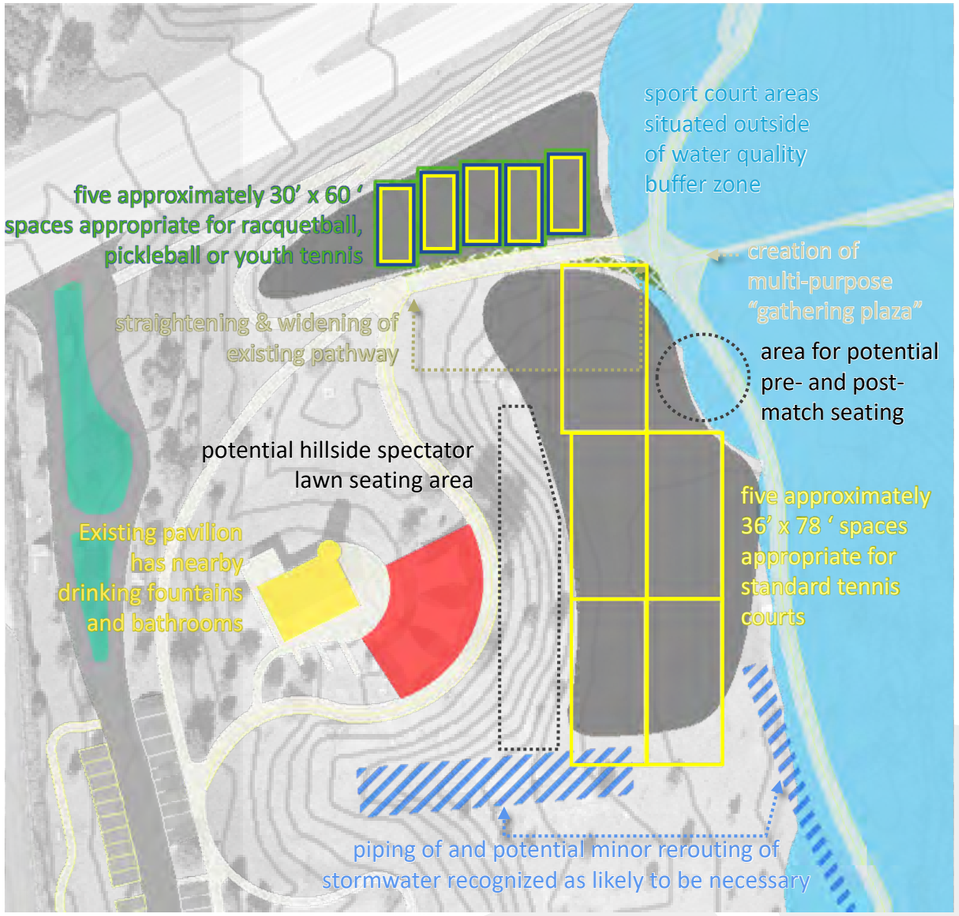
Central Park currently has (A) one basketball court and (B) one multi-purpose field, both of which are proposed to remain in their present location and continue to serve in their current functions, as locations for informal practices and 'pick-up' games, spaces for occasional park events, places for games of tag, and the like.

The Master Plan allocates two new spaces to the north of these amenities for additional sport courts. The size of the spaces are constrained by several existing conditions that will remain defining considerations in the quantity, composition, and configuration of future courts: steep slopes to the west and north, path network, drainage patterns, and the water quality buffer zone (See Existing Conditions Considerations" inset.) Furthermore, in addition to preferred and minimum court dimensions factoring into the design, so too does the nearly universal requirement that courts be oriented north/south to provide as balanced exposure to sun glare as possible.

For spatial reference, the next page shows various court types in scale with one another. For illustrative purposes, there is also a layout showing how pickle and tennis ball courts fit relative to the space available. Like with other uses, as part of the programming and design process, additional, public input will be sought from those that have an interest in using this type of amenity to ensure the courts' composition and design meets the functional and aesthetic needs and standards of future users.

RECREATIONAL FIELDS & COURTS





Notes on Amenities

While not required, the following are amenities commonly associated with sport courts:

- Player seating (mid-game benches and off-court pre- and post- match seating)
- Spectator seating
- Water fountains
- Bathrooms
- Lights
- Court Shading
- Shade shelters
- Equipment organizers/holders

Notes on Pickleball Courts

- Courts can be constructed of an asphalt or concrete base and are recommended to have a 100% acrylic coating.
- While there is no official court color, lighter colors will result in a cooler playing surface. Surface colors have an effect on ball visibility.

Source: USA Pickleball

Notes on Tennis Courts

Courts can be constructed of asphalt or post-tension concrete.

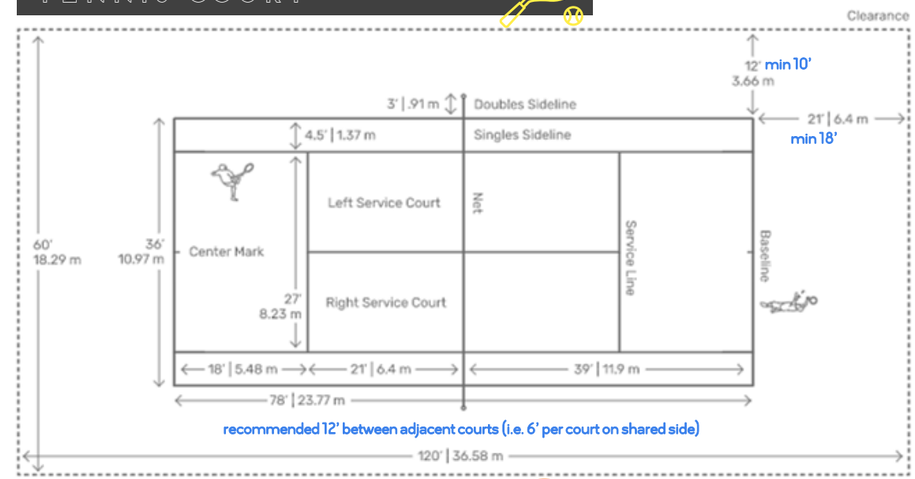
Construction Type	Typical Lifespan	Typical Cost (unlit*)
Asphalt	25-30 yrs	$70k/court
Post-tension	50+ yrs	$125-130k/court

* Lights are approximately an additional $30-35k/court

Source: United States Tennis Association

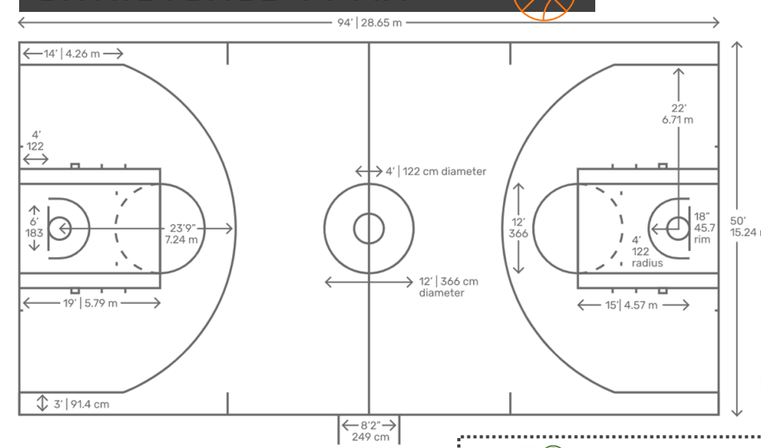
The following diagrams of sport courts are scaled to one another. They show the standard dimensions in black. Notes on dimensions are shown in blue.

TENNIS COURT



This is a configuration for a standard size tennis court. There are also 60' and 36' courts, the use of which is dependent upon age and skill level. *OF NOTE* a 36' tennis court can be co-located with a pickleball court and/or badminton court.

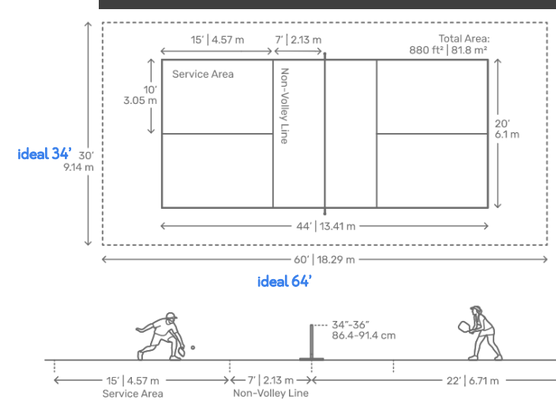
BASKETBALL COURT



Existing Tennis Court

Source: City of Bee Cave

PICKLEBALL COURT



BADMINTON COURT

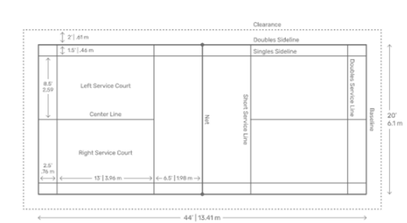


Diagram Source: Dimensions.com

FITNESS OPPORTUNITIES

Circuit Training

Central Park currently has circuit training equipment composed of 5 stations distributed throughout the Park, generally located adjacent to the existing path system. As the Park usage evolves, it may be worthwhile to survey users to ascertain if this arrangement best suits their needs, including a more compact arrangement, such as the Fitness Court (see "Fitness Court" inset).

Flex Area 1, (A) north of Bee Cave Parkway, is more accessible to the broader regional path network and contains a pavilion. With the addition of concrete pads, it may be appealing to congregate the equipment in a space that's accessible for this purpose, but otherwise, in many ways, functionally disconnected from the rest of the Park and therefore challenging to program. Flex Area 2, (B) which is centrally located within the Park, but too space constrained for most uses, may be another logical location to congregate equipment.

1

Static Stretches

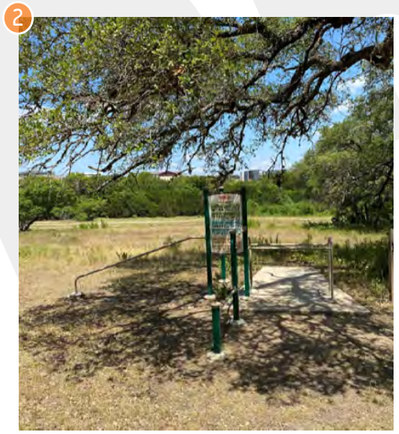
5

Core & Torso Stretches

3

Squat and Jump Exercises

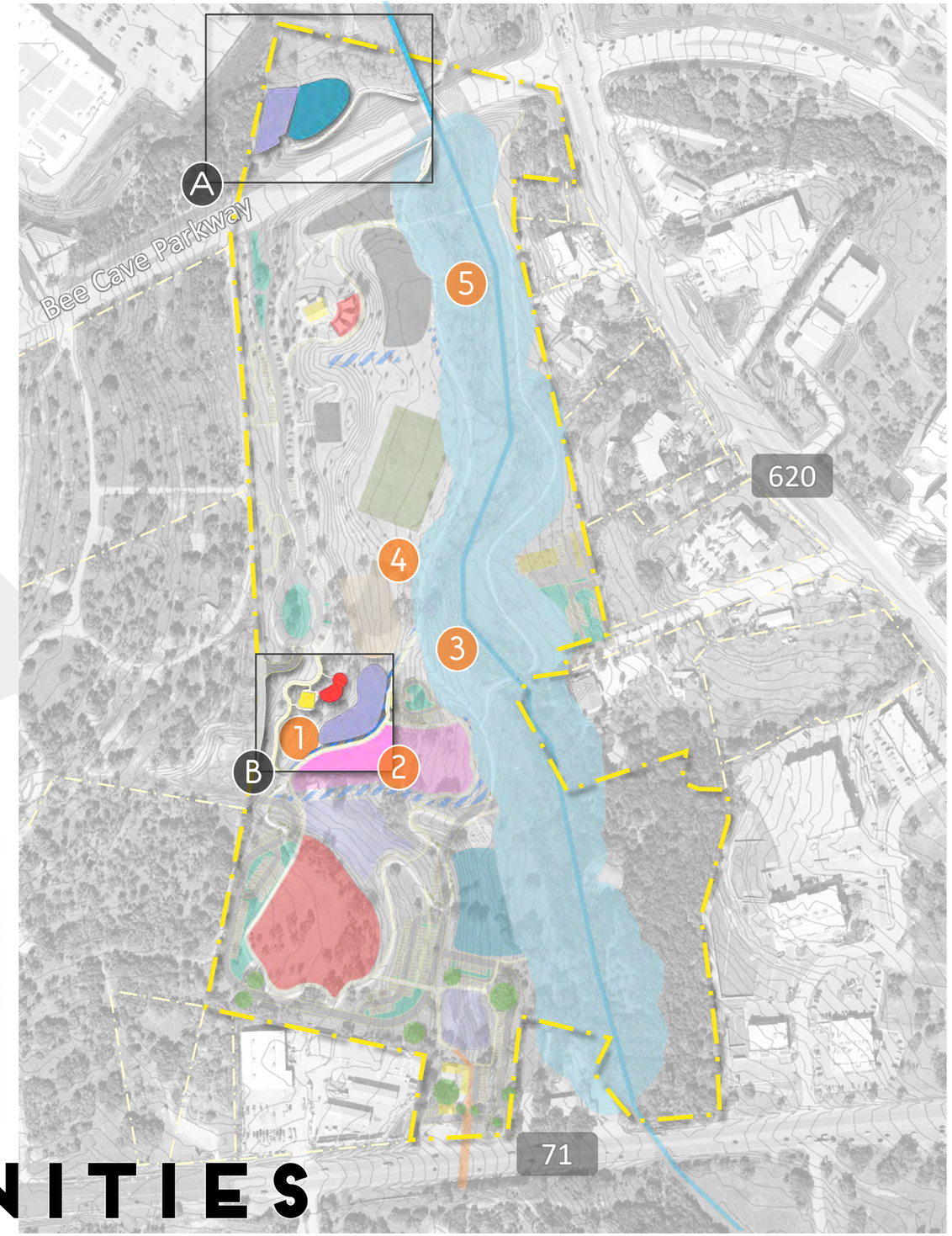
2



Agility Bar Exercises

4

Agility Step Exercises



Source of Pictures: City of Bee Cave

OUTDOOR FUNCTIONAL TRAINING STATIONS

Functional training stations are solid surface, collections of fitness equipment designed to be durable against the elements. The combination of pieces can be customized to be focused on a variety of workout types, ranging from circuit training, to calisthenics, cross-training, parkour, and obstacle courses. Such a station would pair well in proximity with other proposed Park amenities, such as tennis and pickleball courts, or on its own, adjacent to the trail network.

Increasingly, these types of amenities are integrated with an online component; as such a piece of equipment is pursued, consideration should be given as to how it fits into the broader mechanism for community engagement with Park events and Park offerings.

Source lappset.com

Source movestrongfit.com/outdoor

Source movestrongfit.com/outdoor

Source: nationalfitnesscampaign.com/app

GOAL PR-3: *"Expand the role of parks and recreation in providing overall opportunities for improved community health, community events, including family-friendly programming and "things to do" in Bee Cave."*

Source: Scott Payton, City of Bee Cave Parks and Recreation Department

GROUP FITNESS PROGRAMMING

Based on the frequency and volume of inquiries the Parks and Recreation Department receives regarding group fitness classes, it is clear there is interest for such programming. However, because of restrictions within the gift deed that granted the City ownership of the Central Park property, the City can not allow private instructors to conduct for-profit group fitness classes at the Park. However, alternately, this plan recommends exploring a hybrid approach in which the City partners with private instructors to provide classes on its behalf, which would be permitted through the gift deed. It is anticipated to require acquisition of a software that manages scheduling, permitting, fees, and other related logistics. Such software is likely to also be needed for other park amenities, such as the sport courts, and pavilions.

One area that may be suitable for such classes is Area A on the map to the left (and pictured to the left) because it already has a pavilion that would provide a solid, stable surface, as well as shade. One con of this location is that there is no immediate adjacent parking or practical means to add parking.

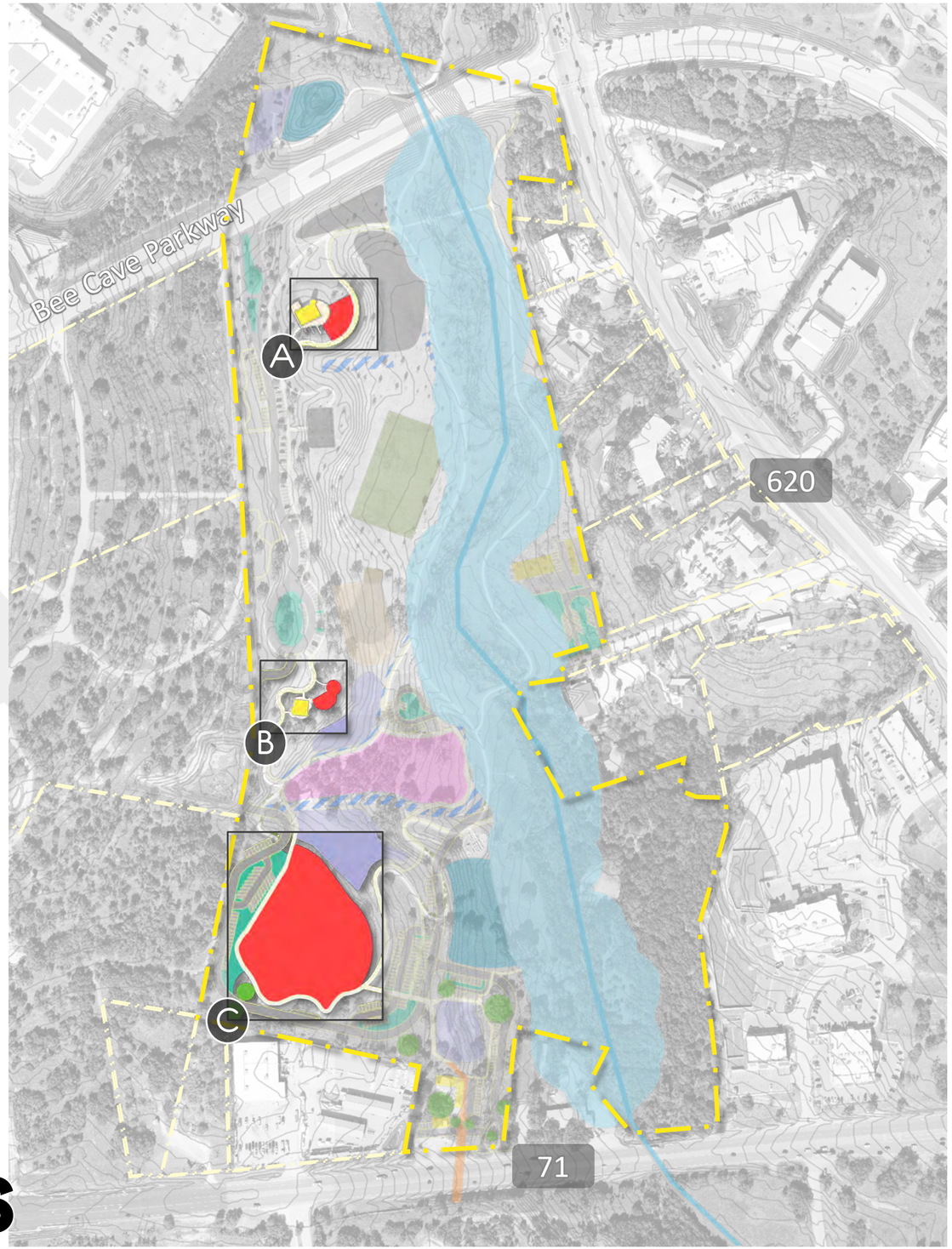
Pavilions

Central Park currently has two pavilions with attached bathrooms and tables, all of which are proposed to remain. The large pavilion A is located near the entrance of the park adjacent to the aforementioned "large playground." It accommodates parties up to approximately 50 people. The small pavilion B is located to the south of the existing Bee Cave Parkway entrance driveway adjacent to the aforementioned "small playground." It accommodates parties up to approximately 25 people.

Currently, they are available for rental to Bee Cave residents (only), but are not permitted to be rented simultaneously to ensure that, of the limited parking available today, an adequate amount remains available for users of other portions of the park. With the proposed additional parking, it may be possible to revisit this policy. It may also be possible to revisit the policy of limiting rental to Bee Cave residents, potentially as a new revenue stream.

The pavilions—particularly the bathrooms—are approaching the point in time when a near-term renovation is necessary. While replacing fixtures, there may also be opportunities for improvement of the layout to better serve users. For example, "family bathrooms" are convenient for patrons with small children, which make up a sizeable proportion of park users. Additionally, there has been a movement in park bathroom design to provide unisex stalls that have dividers that extend to the floor; these stalls are accessed via a corridor that is shrouded by a wall from the front, but 'open air' from the sides to provide a straight line in an effort to balance privacy with efficiency and safety. These types of bathrooms tend to be served by a central, communal sink that is visible from a distance.

Lastly, it is recommended that group gathering space be incorporated into the new Inclusive Play Area C . Further analysis is needed to determine how to best program and size such spaces. In the City's experience with the existing pavilions, requiring reservations for exclusive use aids in the management, upkeep, and equitable access of these spaces and is a recommended continued practice.



A

LARGE PAVILION

B

SMALL PAVILION

GOAL 8-7: *"" Continue to partner with Bee Cave Arts Foundation, businesses, and other organizations to support exposure to a variety of arts and cultural programs and education in Bee Cave. Potential projects include a series of festivals or arts-related events to celebrate the history and culture of Bee Cave."*

GOAL ECE-2: : *"...Arts and cultural strategies can play a significant role in the physical and social identity of a place, particularly in a city like Bee Cave that places great value in its character and identity. ...Bee Cave could enhance its resources in a number of different ways, including... arts and cultural education and programming."*

GOAL 8-8: *"Promote growth of community-based entertainment businesses and "things to do" in Bee Cave that strengthen the City's arts and cultural resources."*

COMMUNITY STAGE

Community Stage

In Winter 2020/21, the Zilker Theater Group approached the City about a potential partnership to locate their Summer 2021 theater production at Bee Cave Central Park. Due in large part to insufficient parking, it was deemed at the time to be premature for the location. However, the coordination and communication between the two entities continued and the production ultimately went on to an extremely well-received and well-attended run at the Hill Country Galleria. The experience illuminated this area's readiness to add these sorts of events and opportunities to the community fabric and grounded in reality timeliness of several of the Comprehensive Plan's goals between now and 2037. After a hiatus in summer 2022, in Summer 2023 Magnolia Theater Productions assumed management of the production and experienced a similarly successful run.

The community stage is envisioned at a scale appropriate for free theater productions, such as the event described above, but also an alternative location for school concerts and recitals, library programming, a summer movie series, and the like. It should be designed with support amenities (e.g. storage, bathroom/changing area) and utilities (i.e. electricity, water, wastewater) to accommodate such uses. An air-conditioned dressing room and climate controlled pit for bands and orchestras would also make it a more appealing and functional venue for professional and semi-professional performances. To minimize glare, in keeping with best practices, the stage must be oriented generally north-south. To keep flexibility of the space high, construction costs low, and the spirit of the space in keeping with the intended uses, lawn seating with easily removable chairs is recommended. For the stage to be able to accommodate theater and dance performances, the stage material can not be concrete, but rather must be something that has some give. In addition to the relatively flat, approximately 22,000 square foot area to the south of the stage, the 8,500 hillside to the west, which has an approximate 2.4% slope, also offers a good vantage point toward the stage, as does the flatter approximately 8,500 square foot area to the west of the hillside, which contains a large stand of space-defining, shade-providing, mature live oaks.

The Dog Park Parking Area proposed to the south is proposed to contain approximately 17 parking spots and a loading zone that can accommodate larger vehicles, such as parks maintenance trucks and trailers. As the crow flies, it is 300' from the stage, with minimal change in elevation between the two. As such, this parking area should be designed with loading/unloading needs for the community stage in mind, as well.

EXISTING CONDITIONS

NATURAL SHADE

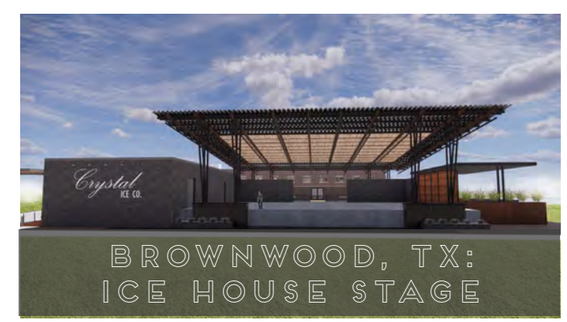
HILLSIDE SEATING

INSPIRATIONAL IMAGERY

Source. Exploregoergia.org

Source munster.org

Source parkerrec.com



KEY WORDS multi-purpose | flexible | intimate in scale | community

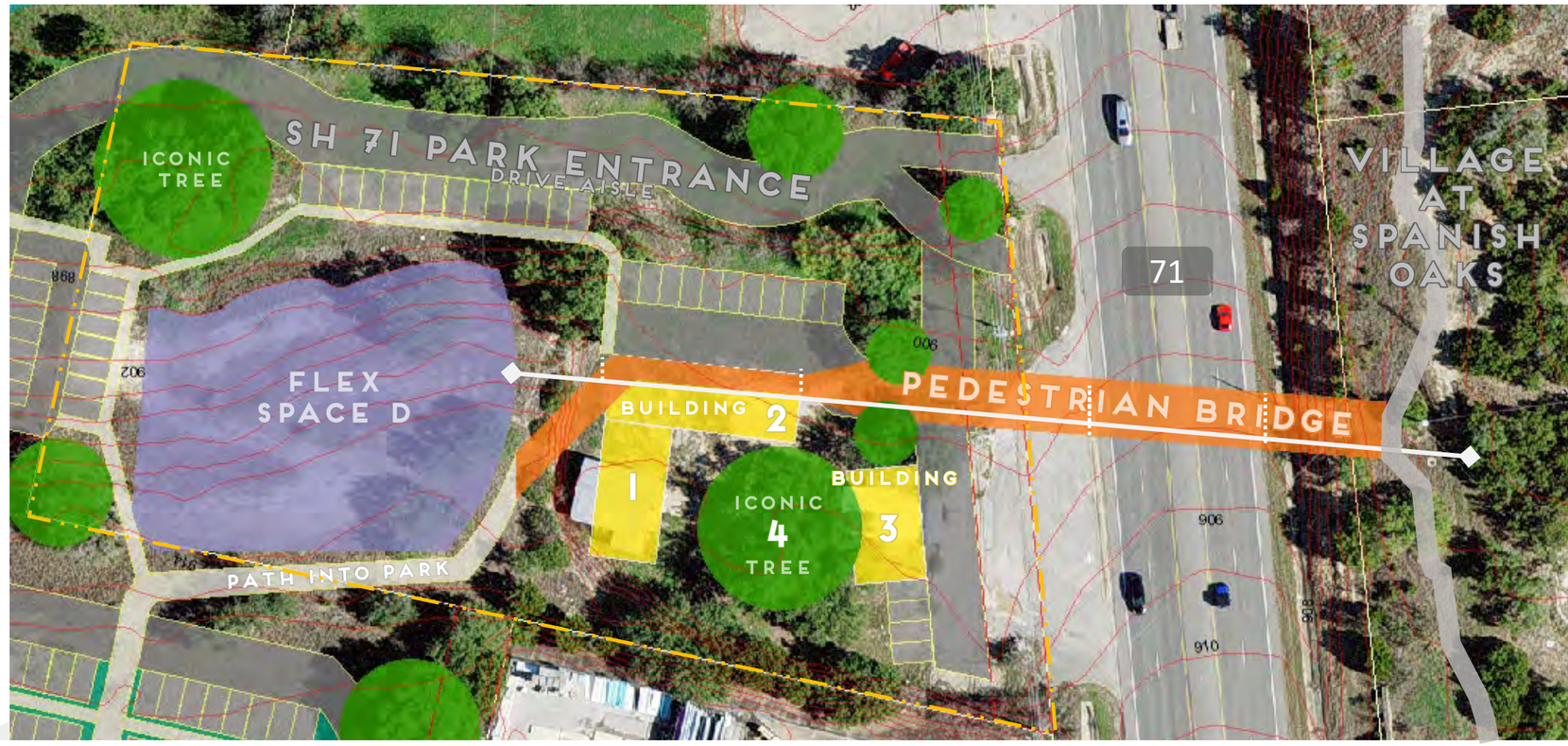
The City purchased a 2.3 acre tract adjacent to Bee Cave Central Park in 2020. Although it is not officially designated as part of the Park, nor does it carry any of the gift deed restrictions associated with the core 50 acres, the tract was purchased with several objectives:

1) it would provide for southern access to the Park to/from SH 71;

2) the ultimate use of the property—whatever it may be—would be complimentary to the Park uses; and

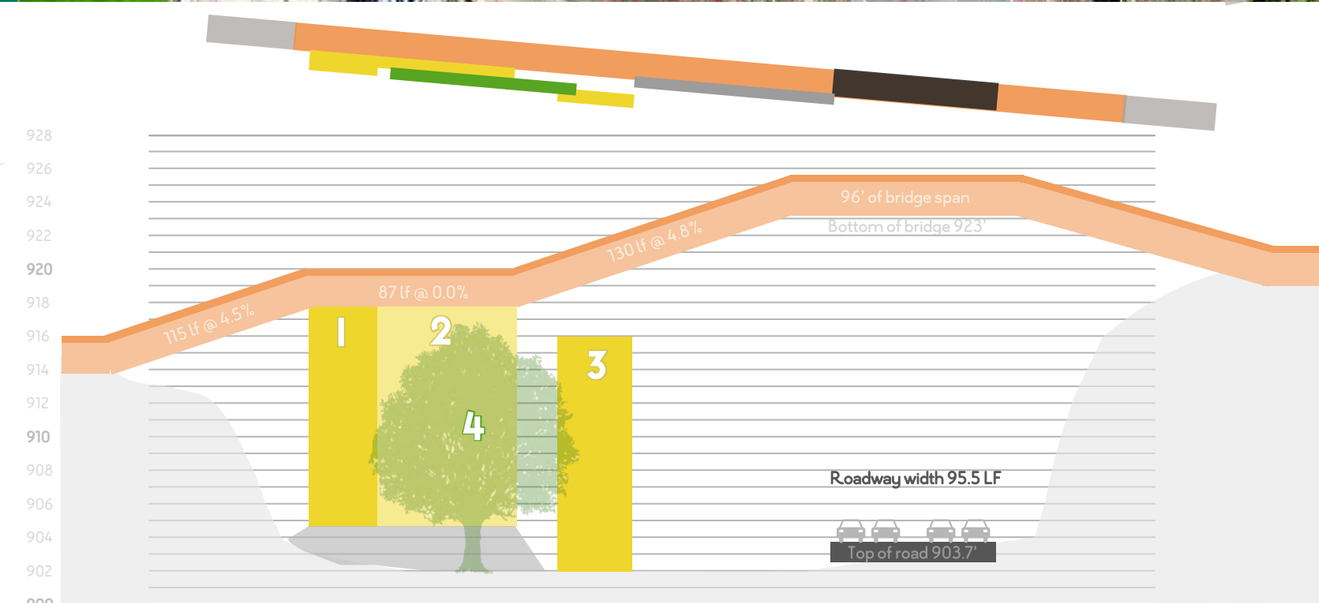
3) it would serve as a landing spot for the northern end of the SH 71 signature pedestrian bridge identified in the City's Hike and Bike Connectivity Plan and Capital Improvements Plan.

The Property includes several defining physical features--most noteworthy, a collection of stately oak trees, and one in particular toward the front of the property that could be characterized as a landmark, and an approximately ~ 8 foot tall rock ledge that bifurcates much of the northern and southern halves of the property. These features should and inevitably will inform the layout of the site, as well as provide opportunities for memorable design of indoor and outdoor spaces.



During the preparation of this Plan, the site was selected as the location for the new Bee Cave library, which is anticipated to be two stories and contain approximately 24,000 square feet of interior space, as well as programmed outdoor space. It will be designed to meet the objectives outlined above, and in appearance and function, seamlessly flow into the Park. The ability for a pedestrian bridge to integrate into the building will be incorporated into the design.

Should, for some unforeseen reason, the library not ultimately be located on this site, other potentially compatible uses include a café or coffee shop with ample outdoor seating. A potential layout for such a scenario is depicted in the diagram to the right, which shows two buildings in yellow surrounding the iconic live oak. In this scenario, the "L" shaped building is a tall one-story space with generous natural light that includes an activated, accessible roof with seating that also serves as the landing for the pedestrian bridge (orange) proposed to span SH 71. The transitions in grade represent an acknowledgement of elevations, TXDOT clearance heights on a freight highway, and permissible slopes pursuant to the Americans with Disabilities Act.



TRANSITION SPACE

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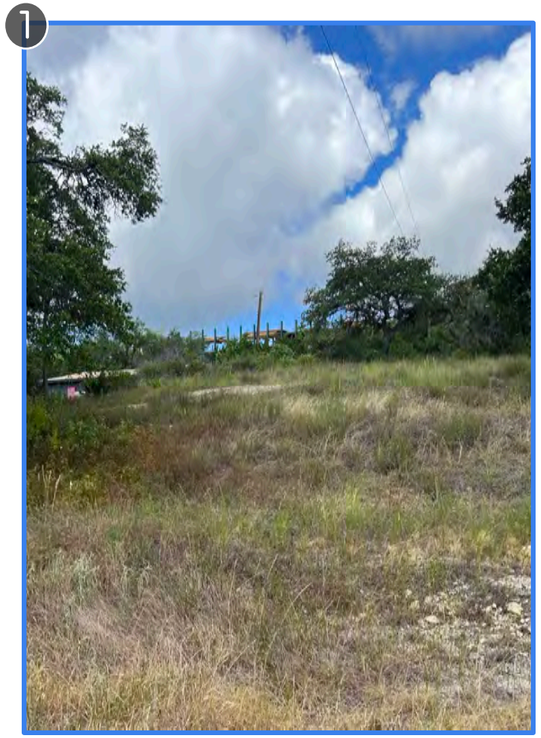

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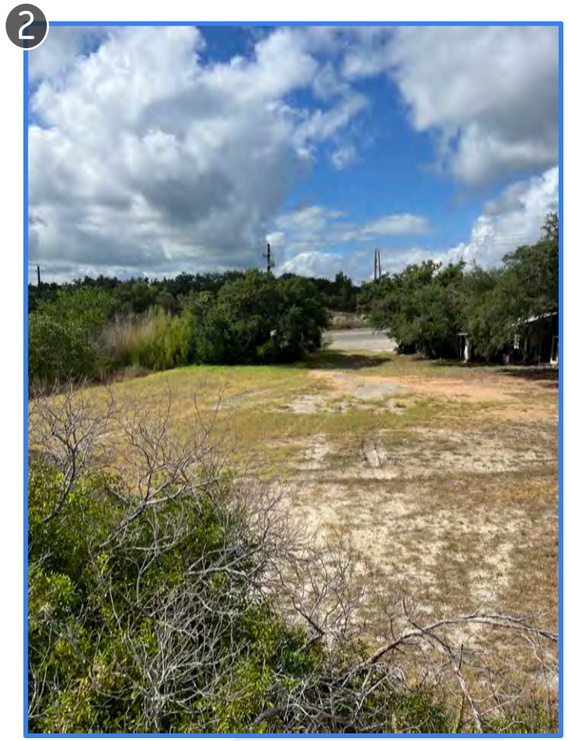

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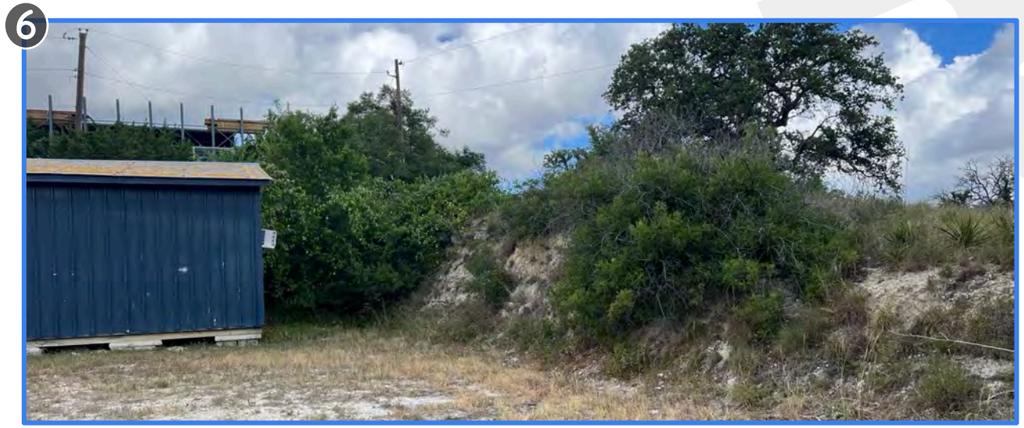

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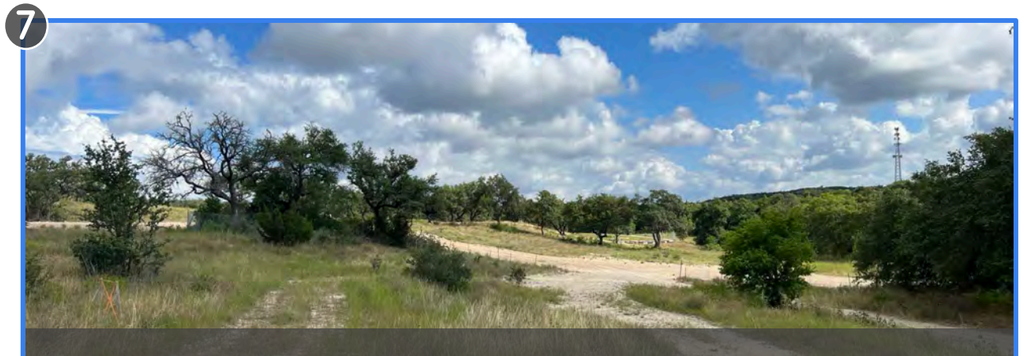

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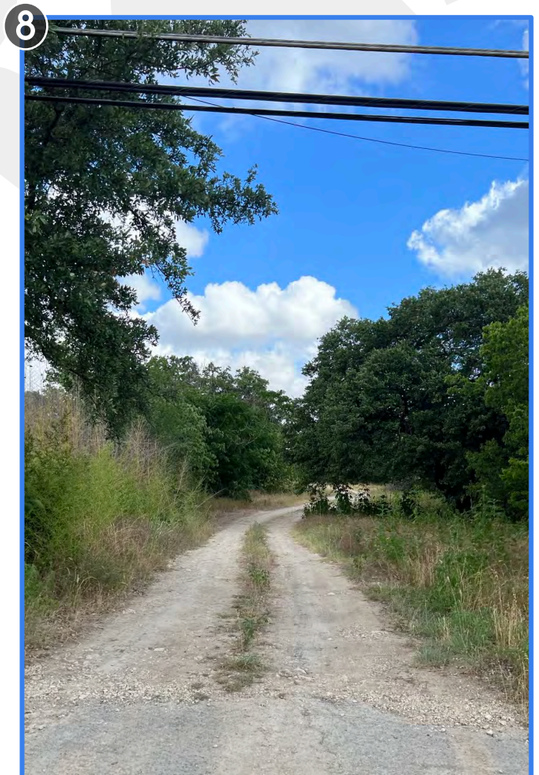
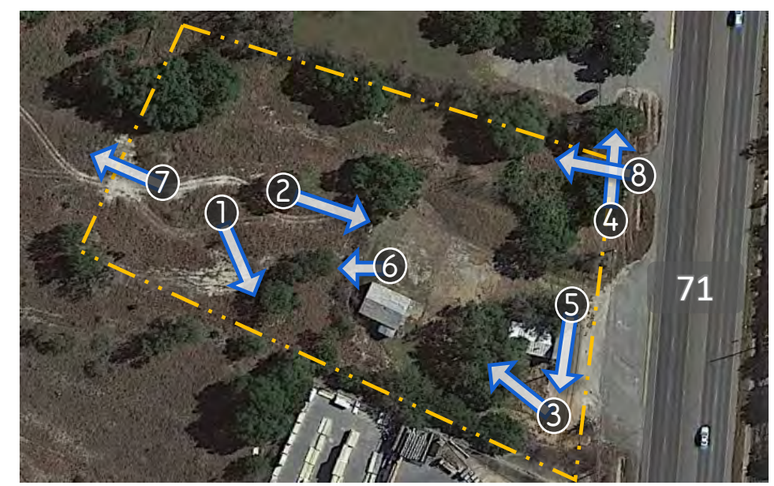


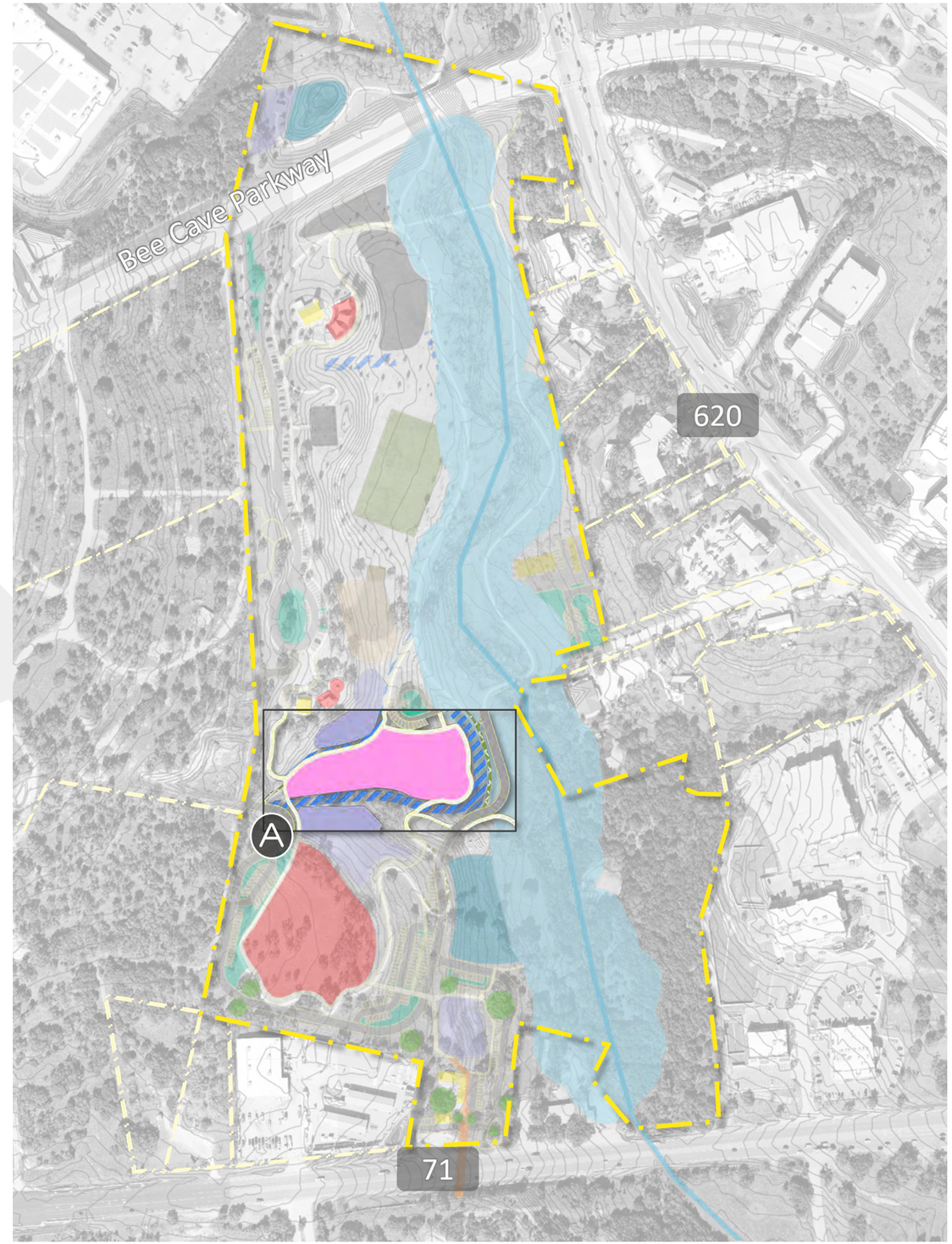


Existing Dog Park

The existing dog park was constructed in 2014. It is an approximately 60,000 square foot/1.4 acre area surrounded by a split rail fence and divided into two areas: an approximately 5,000 sf "small dog" park and an approximately 55,000 sf "large dog" park. The large dog area contains a seating with benches covered by shade sails, a water filling station, and a doggie waste station. Each part of the park is single-entry and double gated.

The existing park provides direct opportunity to identify successful and unsuccessful components for the design of the future dog park:

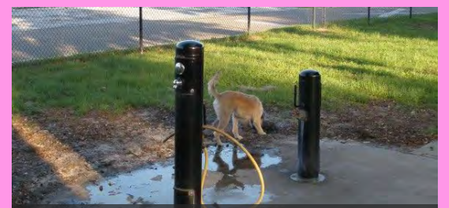
- The park should not contain a drainage swale. Not only does the intermittent stormwater exacerbate mud and erosion issues already common to dog parks, the rocks lining the channel that are intended to slow erosion simultaneously pose a potential tripping hazard for humans and dogs and are generally harder to maintain and keep free of weeds and debris.
- The current watering station is on the same system as the irrigation water, thereby making its functionality vulnerable to breakage in the irrigation system. Additionally, it has insufficient pressure.
- If available, natural shade such as tree canopy, is preferable to shade sails. Not only is it more in keeping with the aesthetic aspirations for Central Park, it is less costly and labor intensive than options such as shade sails, which need to be replaced every few years.
- The small dog park is underutilized by park patrons. It may not be necessary to retain in the future park design.
- Due to the intensive nature of the intended use, it is very difficult to maintain grass. It is recommended that the park be designed such that portions can be cordoned off on a scheduled basis to allow the grass to be re-established.
- Dog owners often congregate with one another while their dogs play with one another. A place for people to be social with one another should remain a part of the design. However, when dog owners' attention is focused on their dogs, it is more often to play fetch than to use the space to train or practice technical agility skills. When considering "equipment" for the dog park, more simplistic, natural amenities such as boulders and large logs (in contrast to dog training equipment that bears resemblance to a children's playground) not only better fits the overall proposed aesthetic of Central Park, but is likely to meet the needs and expectations of the majority of users.
- A policy will need to be drafted about private dog trainers' use of the dog park and/or other portions of Central Park for private lessons.
- There is a subset of park users that brings their dogs to Central Park with the intent to play with their dogs off-leash *outside* of the dog park, which is against Park policy. With all of the other proposed uses in the park competing for space, this policy will not change and it is recognized that staff will need to continue to enforce this policy as part of their duties.



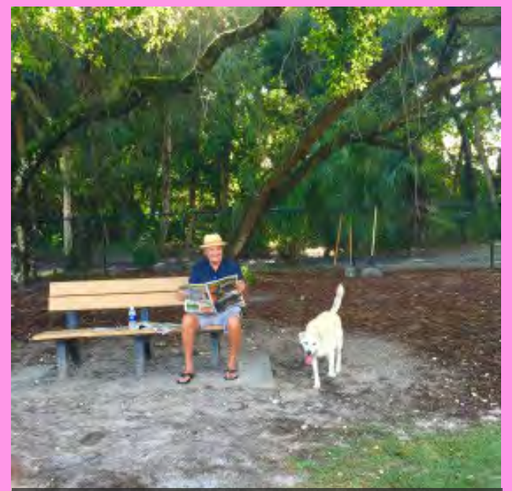
DRAFT

FUTURE DOG PARK INSPIRATIONAL IMAGERY

Gyms for Dogs Dog Park
Source: https://www.dogparkoutfitters.com/



Source: https://www.pinterest.com/



Bonita Springs Bark n Play Dog Park
Source: *https://www.bonitaspringsparks.org*

Bonita Springs Bark n Play Dog Park
Source: https://www.bonitaspringsparks.org/

Spokane Riverfront Dog Park
Source: *https://static.spokanecity.org*

Saefern's Dog Park at the Stables
Source: https://saefern.org/dogpark.php

Orcas Island Dog Park
Source *https://www.visitsanjuans.com*

Braintree Dog Park
Source: https://www.braintreedogpark.org/locations-under-consideration

Locations

There are four areas identified in the Concept Plan as "Flexible Spaces:"

- A North of Bee Cave Parkway; west of and including an existing pavilion; in the vicinity of the original dog park
- B Downhill from the existing small pavilion; adjacent to an existing path
- C South of the existing dog park and north of proposed all abilities play area
- D Northern half of "Transition Space" near the proposed SH 71 Central Park entrance.

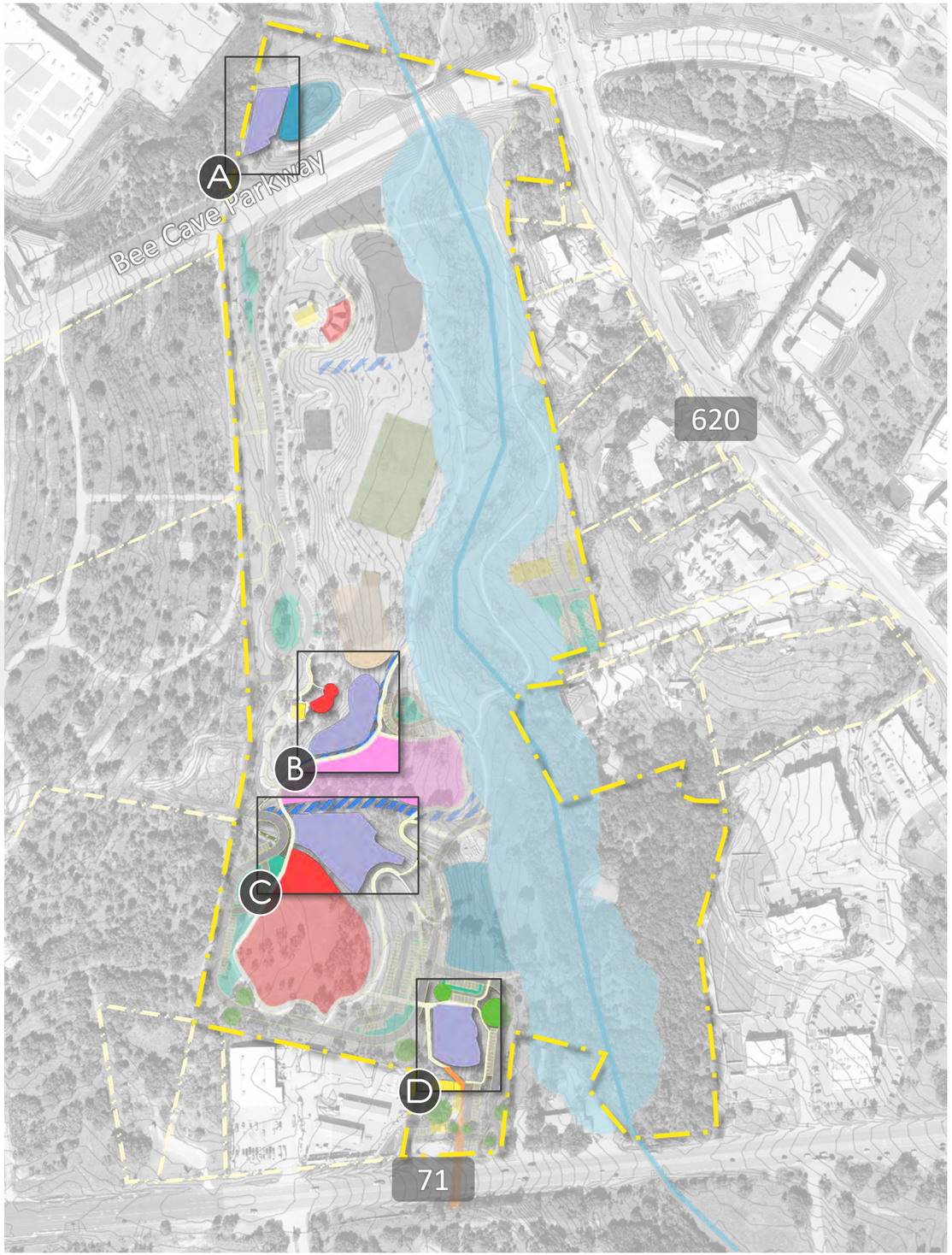
Purposes & Considerations

The areas identified as "flexible spaces" are intended to be, as their label suggests, adaptable. In the near term, this may mean a variety of things, such as, that they:

- Are entirely unprogrammed, passive spaces, composed simply of natural vegetation and grass all or a majority of the time;
- Are generally passive spaces as described above, but have temporary and/or intermittent purposes or occasional programming, such as a portable toilets or a first aid station, during special events or periodic use by a "roaming" activities such as a City-sanctioned group fitness class or a library-sponsored guest speaker;
- May have non-permanent, non-fixed amenities such as corn-hole boards and moveable chairs and furniture that can be easily removed to, without much cost or effort, restore the space to entirely passive or to accommodate for a different need.
- Accommodate future needs and uses that are not yet known. These spaces may be a beta-testing ground for a pop-up version of potentially more permanent park uses.

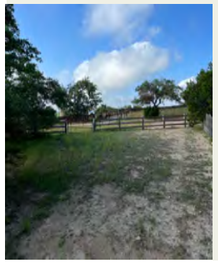
In most cases, it is recommended electricity and potable water area are extended to these spaces. This will assist ensuring the flex areas are not only adaptable near term, but also, in the event a space is converted to a more permanent, full-time use in the future, the pre-existing utilities will help defray construction costs and minimize invasiveness and inconvenience to park users during construction.

The degree of maintenance will vary and be determined by the Parks and Facilities Department according to policy, which will allow for heavy influence by the near-term projected purposes. These areas will be periodically maintained, but not necessarily expected to be manicured for frequent use.



FLEXIBLE SPACES

A



CHARACTERISTICS

Size: .3 acres
Topography: generally flat, sloping toward water quality pond
Existing State: native grasses, groundcover

NOTEWORTHY FEATURES

- Includes a 600sf pavilion over concrete pad
- Adjacent to existing special use path
- Physically separated from majority of park
- Enclosed by a fence
- Adjacent to a water quality pond
- No nearby parking
- No existing utilities

B

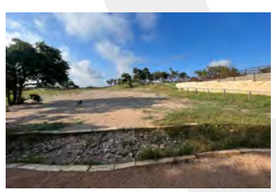
CHARACTERISTICS

Size: .45 acres
Topography: intermittently flat and sloping, bordered by an overland drainage swale
Existing State: native vegetation, rocky

NOTEWORTHY FEATURES

- Adjacent to existing special use path, but technically separated by or inclusive of an intervening drainage swale
- Relatively central location in relation to remainder of park
- Will be in close proximity to future southern end of outdoor stage seating area
- Relatively close to proposed parking area
- Not formally enclosed, but has defining features around boundary such as special use path and hill
- Configuration is relatively long compared to depth
- No existing utilities

C



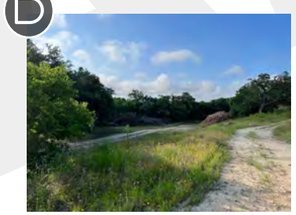
CHARACTERISTICS

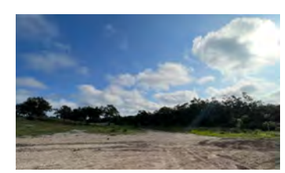
Size: .8 acres
Topography: sloping northward
Existing State: scraped caliche

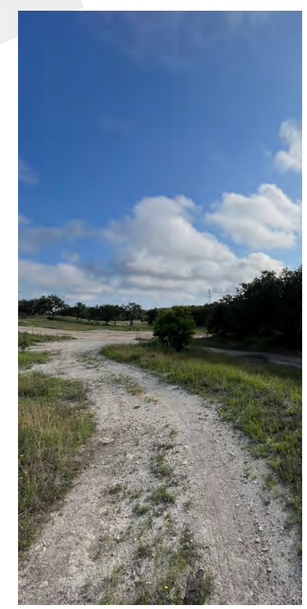
NOTEWORTHY FEATURES

- Good, multi-directional access, visibility. Because of centrality and visibility, may make sense as a teen-oriented area
- Relatively lower than adjacent spaces and as a result may naturally make sense to have low impact development treatment features
- Adjacent to existing special use paths, current and future dog parks (in future will be separated by drainage swale), and future all-abilities play area
- Path on west side and future all abilities area are substantially above grade to this space; both have a good overlook on this space
- Relatively central location in relation to remainder of park
- Not formally enclosed, but has defining features around boundary such as special use path and topographic changes
- No existing utilities

D







CHARACTERISTICS

Size: .43 acres
Topography: noteworthy, impactful slope downward west to east
Existing State: native vegetation, disturbed, rocky

NOTEWORTHY FEATURES

- Will be adjacent to vehicular entrance to SH 71
- Relatively distant from most existing and proposed park use areas
- Not anticipated to be fenced
- Will be adjacent to future parking area
- In proximity to wastewater line.
- Is unencumbered by gift deed restrictions to which the core fifty acres is beholden.
- Should complement future use to the south

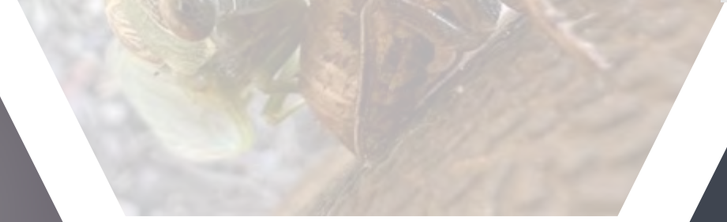
Photos Source: Scott Payton, City of Bee Cave Parks and Recreation Department

Source: Harumi Tsuruoka c/o appvoices.org

PURPLE MARTIN HABITAT

Source: Karsten Moran for The New York Times

MONARCH BUTTERFLY WAYSTATION



Adapted from Monarch Watch.org

Each fall, hundreds of millions of monarch butterflies migrate from the United States and Canada to mountains in central Mexico where they wait out the winter until conditions favor a return flight in the spring. Monarch Waystations are places that provide resources necessary for monarchs to produce successive generations and sustain their migration. Without milkweeds throughout their spring and summer breeding areas in North America, monarchs would not be able to produce the successive generations that culminate in the migration each fall. Similarly, without nectar from flowers these fall migratory monarch butterflies would be unable to make their long journey to overwintering grounds in Mexico.

In June 2021, with a donation of 50 milkweed plants from MonarchWatch.org and assistance with installation by the Bee Cave Friends of the Parks Foundation, a registered Monarch Way Station was installed east of Freitag Creek in the northwest quadrant of the park. The Way Station is maintained by the Parks & Facilities Department.

Adapted from the Travis Audubon 2018 Purple Martin Guide

Purple Martins are the largest swallow in North America. They spend our winter in South America and their spring and summer in North America where they breed. Austin is located along one of three different flyways they use to travel to and from South America. For thousands of years, Martins have nested in natural cavities and dead trees. However, over time, Native Americans learned to hang gourds with holes cut in their sides so the Martins would nest near their villages. Martins are very social. After babies fledge, the birds move from the nesting colony to large, communal roosts. They sleep at the roosts during migration. Austin has a major roost site where hundreds of thousands of birds gather each summer beginning in mid to late June through late August or early September. Once established, Martins use a roost for many years.

There is a Purple Martin Roosting site in the center of Bee Cave Central Park. It was installed as part of an Eagle Scout Project and is now maintained by the City Parks & Facilities Department. Maintenance entails strategically timing the placement and removal of clothespins to prevent other species from occupying the nests and clean out at the end of the nesting period.

Source: Joel Sartore with Cole Sartore, Nat Geo Image Collection

PEDESTRIAN TUNNEL BAT COLONY

NATURE-BASED FEATURES

Freitag Creek

Freitag Creek is a perennial (continuous flow) stream that is tree lined with well vegetated banks. The Creek is a tributary to Little Barton Creek and has an overall watershed of approximately 725 acres. This area generally encompasses land to the west of RR 620 and south of Lake Travis High School, including Central Park, the Backyard, the Home Depot tract, the Estates and Falconhead Apartments, and Falconhead east of Spillman Ranch Loop. In Central Park this creek informally demarcates the more active areas of the Park to the west, and the quieter and more passive areas of the Park to the east.

Source: Scott Payton, City of Bee Cave Parks and Recreation Department

Bird-Watching

Freitag Creek provides appealing habitat for a variety of native birds. Cooper's Hawk, Great Egret, Gadwall, and Vermilion Flycatcher are among the species that have been spotted and made Central Park an attractive destination for several bird-watching groups.

Source: Laurie Foss

Adapted from Texas Department of Parks & Wildlife

Mexican free-tailed bats (also known as Brazilian free-tailed bats) are the most common bat found throughout Texas. In most parts of the state, Mexican free-tailed bats are migratory and spend the winters in caves in Mexico. They begin their migration to Texas in February and by early spring female bats form large maternity colonies, for which there are only a small number of suitable sites because the bats require high humidity and temperature levels. In June, mother bats give birth to one pup each. Male bats do not help in raising the young and form smaller "bachelor" colonies away from females.

Bat pups are ready to fly within four to five weeks of birth. It is estimated that baby Mexican free-tailed bats roost in densities of up to 500 pups per square foot. Mother bats are able to find their own baby amongst thousands of pups by using their sense of smell and by knowing the sound of their pup's call.
By early August, most pups are flying and foraging on their own . It is at this time of the summer when the most spectacular bat emergences often occur as the colony size might easily double. When the first cold fronts start pushing through in late October to mid-November, the Mexican free-tailed bats begin their migration to Mexico for the winter.

Central Park's colony is located within the pedestrian and creek tunnel underneath Bee Cave Parkway.

Source: Zachary Huang for Finger Lakes Land Trust

Adapted from Bee CityUSA.org

Bee City USA® and Bee Campus USA work to galvanize communities to sustain pollinators, in particular the more than 3,600 species of native bees in this country, by increasing the abundance of native plants, providing nest sites, and reducing the use of pesticides. Bee City USA and Bee Campus USA are initiatives of the Xerces Society for Invertebrate Conservation.

The City became designated in September 2021. Bee City affiliates work as advocates for pollinators; create and enhance pollinator habitat by increasing the abundance of native plants and providing nesting sites; reduce the use of pesticides; and act as a conduit for education on pollinator conservation by displaying informational signage, hosting events, and maintaining an online presence related to pollinator conservation.

Proposed Location

In order to properly maintain Central Park and the existing and proposed amenities, it will be necessary and most operationally efficient to have an on-site maintenance facility. Currently, Central Park lacks any such space and, consequently, all equipment, such as mowers and tractors, must be transported by trailer from another City property each time it is needed.

The proposed location for the maintenance facility is near the mid-point of the eastern border of the Park at the end of the "Discount Tire Road," off of RR 620. This location was selected because of its access, but general visual and physical separation from most of the areas proposed for public use. For security and safety, it is proposed to be fenced and screened. Due to the estimated extent of the Water Quality Buffer Zone, it is anticipated that some of the enclosed area will need to encroach the 25' building setback.

Estimated Demand

The purpose of this area is to house the majority of the City's landscaping equipment as most, if not all, will have a primary role in maintaining Central Park. With that in mind, the Parks and Facilities Department inventoried existing equipment and projected future needs for the purpose of roughly calculating building square footage. In addition to equipment storage it is anticipated this building and fenced area also allow for light vehicle maintenance (e.g. tire rotation, cleaning) to be performed on the Parks fleet; a workshop for assembly and repair; storage of materials and supplies; and office space for Parks Department staff.

Needs

<u>Vehicles & Heavy Equipment</u>

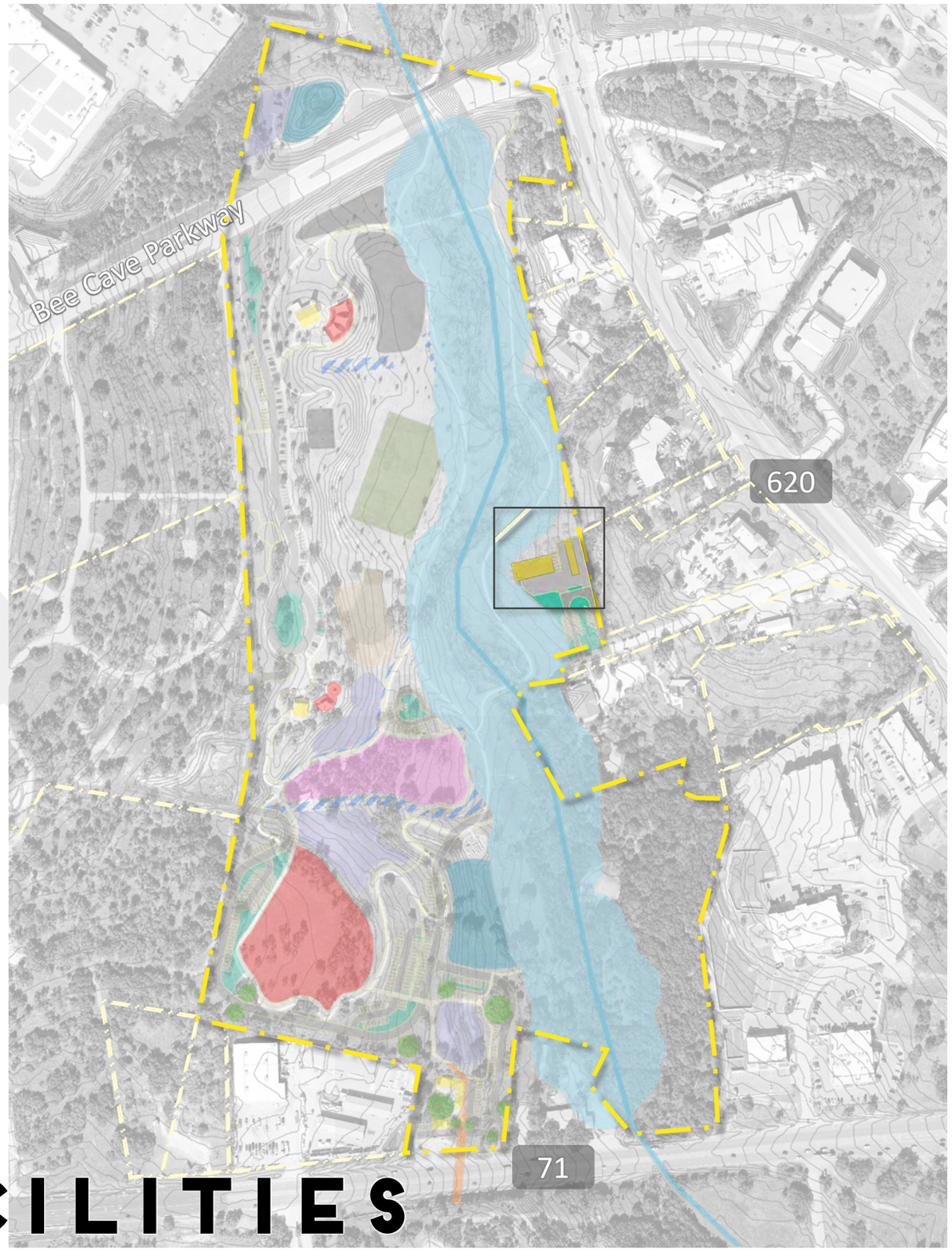
- **4** F-150 to F-250 trucks
- **3** 60" mowers
- **1** 72" mower
- **1** tractor/front loader
- **3** equipment trailers
- **1** UTV

<u>Supplies & Materials</u>

- Power tools (e.g. leaf blowers, weed eaters, saws)
- Hand tools (e.g., shovels, rakes, workshop tools)
- Limited store of landscaping materials (e.g. gravel, soil, mulch)
- Signage & Poles
- Wood supply

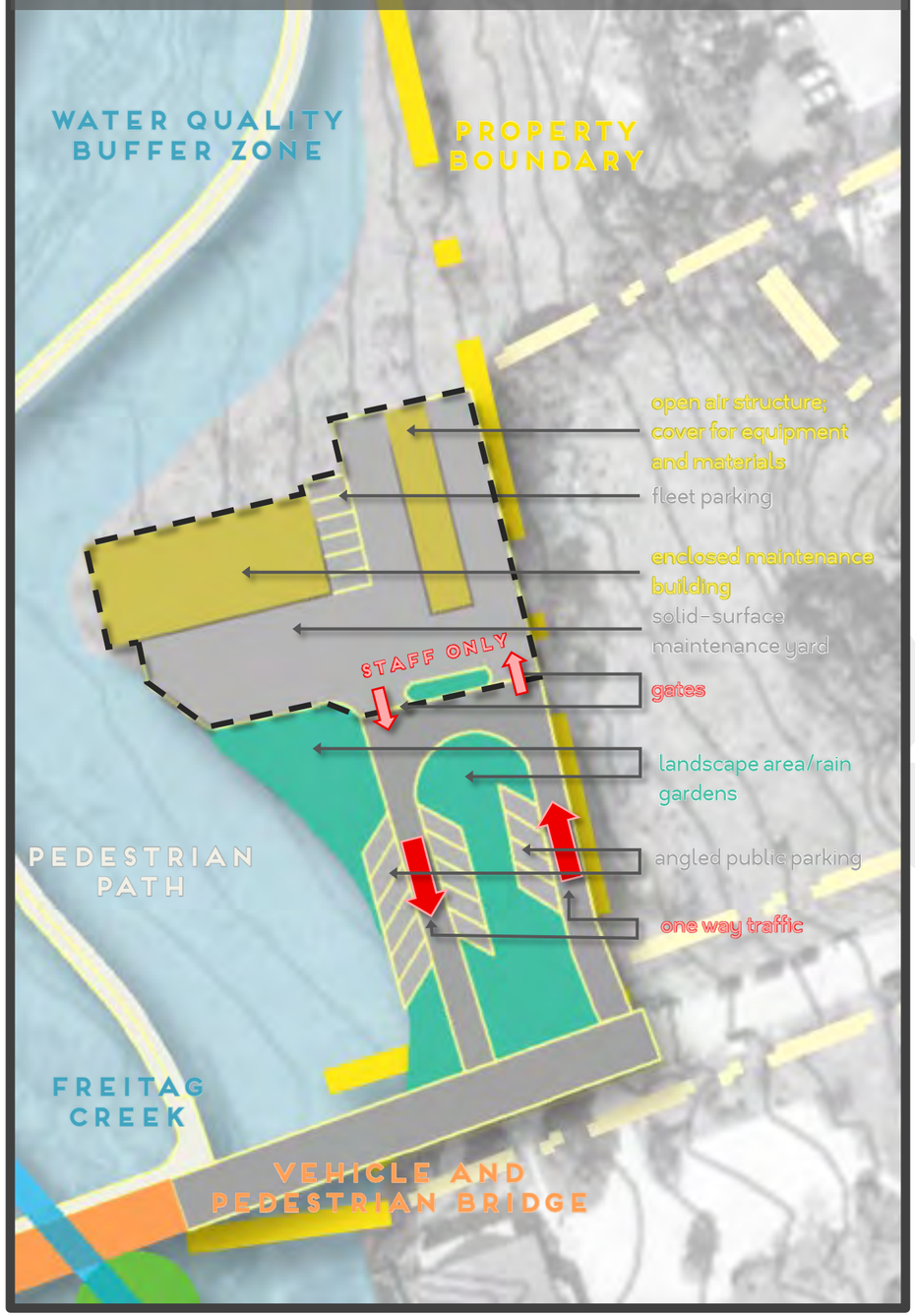
<u>General Storage</u>

- Performance stage equipment (e.g. 300 sf biljax)
- Flexible Spaces (e.g. movable furniture, lawn games)
- Special Event supplies (e.g. temporary lighting, pop-up tents)
- Bathroom, cleaning, and vehicle supplies



MAINTENANCE FACILITIES

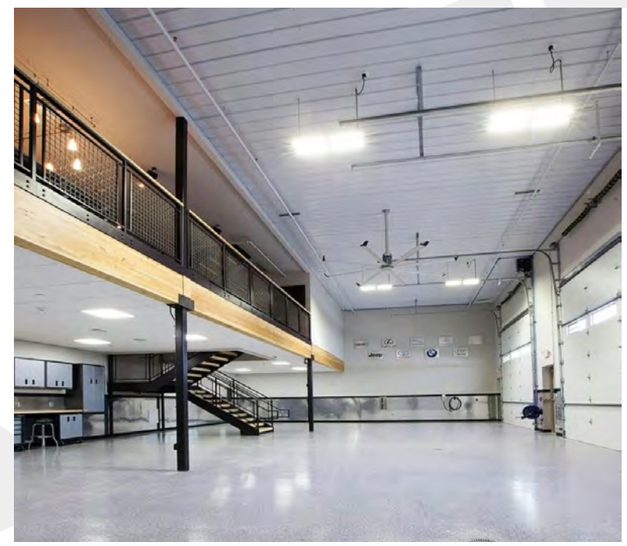
Expanded Inset of Maintenance and Public Parking Areas



Design Considerations

Based on the projected needs, the building is recommended to have no less than a 5,000 sf footprint, with some second story loft space for storage and staff offices. The remainder of the building should have high ceilings, roll-up style garage doors, and an open floor plan to maximize maneuverability and adaptability. Consideration needs to be given to the structural design so storage capacity on the upper floor is not constrained. It is not likely possible to overestimate space dedicated to storage; the City is anticipated to be on the precipice of providing an uptick in programming and events. The building should have an elevated exterior materials palette (e.g. masonry, powder coated metal) , in keeping with the architectural requirements contained within City Code.

Maintenance Building Prototype Imagery



Source: https://www.lesterbuildings.com/Photos/ag-storage-shop/eden-ny/313712/

Prompts for Building Design

- Adaptable
- Scalable
- Space & Energy Efficient
- Durable
- Spacious
- Happy and bright
- Open
- Multi-functional

Because the various use areas of the Park are anticipated to develop over time, in order to ensure visual continuity and clear Park identity, it is especially important to establish early in the design process an aesthetic pattern book that provides guidance on design decisions related to support amenities and placemaking elements. In addition to such elements being internally consistent with one another, they also need to reflect the outcome of the City's marketing and branding process, which kicked off in Fall 2022 and is ongoing as of the preparation of this document.

With that in mind, a broad goal of this Master Plan is to ensure Central Park's natural assets and positioning at the edge of the hill country act as primary sources of inspiration for the design of the built environment and, specifically site amenities and placemaking elements.

Support Amenities

Support Amenities are items or features that add functional value and benefits to recreational spaces. Examples include benches, lighting, bike racks, bollards, recycling and waste stations, drinking fountains, and entry and way-finding signage. While these elements serve a functional value, they also, perhaps more subtly, project a place's sense of identity and design aesthetic. They are essential to creating well-designed and attractive park and recreation areas.

Placemaking Elements

In the context of *this* Master Plan, "placemaking elements" refer to items or features that are more overtly intended to project a place's sense of identity, such as public art (e.g. murals, sculptures), water features, decorative hardscaping, and landscaping. The City's Comprehensive Plan, through goals such as Economic Development, Culture, and Education (ECE) Goals 2, 8.3, and 8.9 espouses, a City-wide desire to integrate art in public places and open spaces.

GOAL ECE-2: *"Promote and enhance arts, cultural, and historic resources in Bee Cave. The City has a number of historic and cultural resources that could become a greater part of Bee Cave's identity. Public art is playing an increasing role in outdoor spaces in the "Benches" at the Hill Country Galleria and in the Bee Cave Sculpture Park. Arts and cultural strategies can play a significant role in the physical and social identity of a place, particularly in a city like Bee Cave that places great value in its character and identity. The City's current landscape, the scale of buildings, natural materials, and local art and artists or special places and views are all part of the identity of Bee Cave. Bee Cave could enhance its resources in a number of different ways, including public art, the design of public infrastructure, and arts and cultural education and programming."*

GOAL ECE-8.3: *"Promote the attractiveness and stability of commercial and employment areas through improved development standards and by addressing obsolescence and redevelopment. (See also FLU 1.10). The City should continue to foster public-private partnerships that both enhance local quality of life and strengthen the economy. Investments in public space and facilities, including trails, plazas and landscape areas, signage, and public art help to create places where people want to spend time and ultimately support local businesses."*

GOAL ECE-8.9 : *"Support the integration of public art within community buildings, streetscapes, parks, and open spaces."*

SUPPORT AMENITIES & PLACEMAKING ELEMENTS

- Drinking Fountains
- Restrooms
- Picnic Tables
- Bollards
- Bike Racks
- Benches & Seats
- Waste and Recycling Stations
- Shade Covers
- Art
- Fencing & Walls
- Signage – Entry
  – Wayfinding
- Lighting
- Water Features
- Hardscape
- Landscaping
- Public Art

SUPPORT AMENITIES & PLACEMAKING ELEMENTS

Source: courampionhruby.

Source: moco-choco.com

Source www.dezeen.com

Source: danabrownassociates.com

Source: drive.subaru.com/Articles/2017/Spring/spr17-biophilic-design-architecture

Source: https://www.dezeen.com

Source: boredart.com

Source: archinect.com

Accessibility

- **Gates:** While helpful for keeping out motor vehicles, they can be too wide for some people to easily move through. Try giving more space on the side for wheelchair access and leveling the ground, removing rocks and roots for ease of use. Consider how easy it is to maneuver levers, locks, and other mechanical features.
- **Ground cover:** Trails are very commonly covered with gravel that is too large and hard to roll over, and most people don't realize that a hard packed, natural surface like dirt is often more desirable, as long as debris and roots are removed from trails.
- **Ballards and boulders:** These are often placed too close for a wheelchair or handcycle to pass. Giving a standard clearance of at least 30' inches would make a huge difference in allowing most people to move past.
- **Roots and limbs:** A single fallen tree or exposed root can be impassable for some people. Stay on top of trail maintenance to ensure that trails are free of obstacles. This can even be a great way to engage the community to help build relationships and connection.
- **Railing:** When a safety wall is necessary, try using a wire fencing that opens up the view and allows wheelchair users to get closer, rather than dense planks, stone or other visibility-impairing structures.
- **Steps/Curb cuts:** Where possible, replace steps (especially if there are only 1-2) with rolling slopes. Some wheelchair users can manage these slopes where they cannot manage the steps, and it makes it easier on other users with wheeled devices like strollers, too. The more curb cuts the better, without them wheelchair users are limited on access points.
- **Sidewalks and designated crossings:** In urban areas, having sidewalks from public transportation hubs can be the difference between someone making it into the park safely or not. Even if a wheelchair user lives a block away from a park, they may be hesitant to visit if there is a busy street without many safety precautions. Work with local planning and transportation partners to make access into the park as inclusive as the park itself.
- **Paved trail degradation and erosion:** One of the biggest problems with paved trails is the shifting and cracking of surfaces that happens over time. More than just an annoyance, breaks in the trail due to erosion can make "accessible" trails completely inaccessible within just a couple of seasons. Pavement should only be applied if the maintenance is manageable; otherwise, find another solution for hard packed surfaces that's less likely to erode over time.
- **Bathrooms:** True ADA bathrooms are costly to create, but campsite bathrooms usually have stalls that are just barely too tight for a manual wheelchair user to access. Removing a partition between two stalls can be a quick, cost-free fix that can make your existing bathrooms accessible without needing a full-on ADA upgrade.

Source: Willamettepartnership.org Accessibility Toolkit

COMMON DIMENSIONS

Because repetition is important: here are some quick references and resources to keep on hand.

Wheelchairs come in many variations, these are some common dimensions and configurations to take note of:

COMMON OBSTACLES

Some of the most common obstacles that don't seem like much but can make or break someone's visit:

Distance between objects like gates, boulders, and ballards should be a minimum of 30" for wheelchair access.

PHYSICAL BARRIERS:

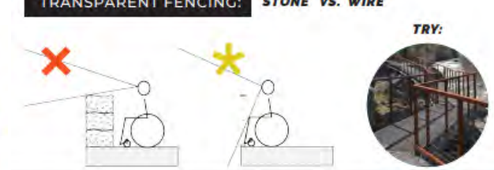
GROUND SURFACING:

EXAMPLES OF HAZARDOUS TRAIL CONDITIONS:

EXAMPLES OF BETTER SURFACE MATERIAL:

SMALL SLOPE INSTEAD OF SHALLOW STEPS:

TRANSPARENT FENCING: ***STONE VS. WIRE***



Source of Pictures: Scott Payton, City of Bee Cave Parks and Recreation Department

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IMPLEMENTATION

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Setting Expectations for Priorities, Funding, Timing

While the Park will retain so many of its charming and beloved features—a walking/running trail, a dog park, bird and bat-watching opportunities, beautiful views, intimately sized and shaded playgrounds and pavilions—the recommendations within this Master Plan are ambitious and transformative. They will shift the Park from a predominantly passive space into a blend of opportunities for passive *and* active recreation. In order to effect this change successfully and sustain its quality over time, it is necessary to acknowledge there to be a near-term and long-term surge in demand for City resources relative to expenditures on the Park at the time of and preceding the adoption of this Plan. The City, Bee Cave Economic Development Board, and community will need embrace this Plan as an on-going investment that not only requires an infusion of capital to construct the Major Capital Improvements (i.e. Infrastructure and Use Areas), but also adequate funding through the annual budgeting process for ongoing operations, maintenance, and programming in perpetuity.

Funding and Timing of Construction for Major Capital Improvements

The City's adopted FY 21-22 to FY 25-26 Capital Improvements Plan (CIP) identifies a multi-prong approach to funding of Major Capital Improvements, namely: issuance of one or more bonds in partnership with the Bee Cave Economic Development Corporation; a limited use of general funds; establishment of a mechanism to receive donations; and pursuit of grants. See excerpts from the CIP on the following page.

Infrastructure is the underpinning of a functional park. With that in mind, it is imperative that, in the event resources—staff time and finances chief among them—need to be allocated sequentially rather than simultaneously, investment in infrastructure take top priority over construction of the Use Areas. The exception to this is relocation of the dog park, which, as an existing amenity, should be relocated as part of or prior to infrastructure construction. In 2021, estimates for infrastructure costs were approximately $5,000,000. With the subsequent rise in interest rates and swelling of construction costs, combined with some interim shifts in staffing that result in a need to rely more heavily on third party assistance for design and project management services, the total cost for design and construction is anticipated to be higher than originally projected. Updating the construction estimate will be a core component of scope for the design team.

Bonds remain the proposed primary funding source for design and construction of infrastructure. However, while the City monitors interest rates to time the issuance of bonds to its advantage in order to make prudent financial decisions, this Plan recommends temporarily funding design through use of the City's and/or Economic Development Corporation's General Fund, both of which can ultimately be reimbursed with subsequently issued bond money by passage of a "reimbursement resolution" ahead of the expenditures.

Design of the Use Areas is proposed to be funded through either the City and/or Economic Development Corporation's General Fund under the direction of the same design team preparing the infrastructure plans. (See page 93 for more detail). However, **construction** is proposed to be funded entirely through private donation and grants. Designing use areas coincident with infrastructure will have the benefit of ensuring continuity in functionality and aesthetics, even if construction timelines are offset. It will also serve the critical purposes of preparing reliable cost estimates, which will inform fundraising goals, and the illustrations , design content, and detailed vision so often required for fundraising marketing materials and grant applications. Because this will be the City's first substantial foray into pursuit of grants and acceptance of donations, establishing the structure and strategy of how to do this is also a near term priority for Plan implementation. (See page 94 for more detail).

MAJOR CAPITAL IMPROVEMENTS

Design/Construction/Installation of:

INFRASTRUCTURE

- Circulation drives
- parking
- paths and trails
- utilities (e.g. potable water, irrigation wastewater, electricity)
- support elements (e.g. landscaping, signage, fencing, benches
- maintenance building

Primary Funding Sources

Municipal Bonds
Economic Development Corporation Bonds

Secondary Funding Source

City General Fund
Bee Cave Economic Development Corporation General Fund

USE AREAS

- dog park
- pavilions
- sport courts
- community stage
- inclusive playground
- splash pad

Primary Funding Sources

Donations
Grants

Secondary Funding Sources

City General Fund
Bee Cave Economic Development Corporation General Fund

While it is hard to pinpoint a precise timeline for total buildout of Major Capital Improvements, it is recommended design of all Improvements be underway within six months of Plan adoption. It is further recommended that construction of infrastructure is underway within eighteen to twenty-four months of Plan adoption, assuming favorable interest rates. The goal for construction of Use Areas is between three to ten years, but is entirely driven by success of fundraising and grant procurement. If funds are available to construct a particular Use Area(s) sooner—particularly coincident with infrastructure—that is recommended. It will not only consolidate disruption of the Park to patrons and neighbors, it will also create cost efficiencies related to staging, material procurement, labor, and project management. If the City is unable to raise sufficient funds for a particular Use Area within five to seven years of Plan adoption despite effort, it is recommended to prompt a reevaluation of whether that particular use is still in sufficient demand by the community to warrant the exclusive dedication of space within the Park.

The one type of Use Area that this Plan specifically recommends delay in infilling with any permanent uses are the Flex Areas. Those should remain the "relief valves" for the Park so that as it matures and new needs emerge, there are physical spaces available to accommodate and provide spillover.

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APPROACH TO DESIGN, PROJECT MANAGEMENT, & CONSTRUCTION

Project Management

Much like the City has elected to do for construction of other major facilities within the CIP (namely, the new Police/Public Safety Building and the new Library), this Plan recommends hiring a Project Manager to oversee design, construction, and procurement of funding. It will help ensure adherence to schedule, budget, and design continuity.

Design

To ensure that Central Park has aesthetic and programmatic cohesion, design of all infrastructure (park drives, parking, paths, stormwater, utilities), use areas, the plant palette, support features (e.g. bathrooms, benches, signage, trash cans, bollards, fencing), entryways, and buildings/structures (e.g. maintenance facility, new pavilions) is proposed to be done simultaneously and by a design team working under the same, coordinated umbrella. With that in mind, the design team is anticipated to cover many disciplines and specialties, many of which are identified to the left.

Because this Park is intended to have a regional draw, it should be distinct and memorable relative to other Park options within the Austin metro area—enough so that it not only serves the needs of residents, but also compels people to make the drive to Bee Cave and plan for an extended visit that is paired with other activities, such as shopping and dining. Similarly, the design team should have a portfolio of a caliber that pushes the envelope beyond what's familiar.

Construction

Much like the City has elected to do for construction of other major facilities within the CIP (namely, the new Police/Public Safety Building and the new Library), this Plan recommends pursuing a Construction Manager at Risk (CMAR) approach to construction of infrastructure. Similar to the Design Build (DB) construction method, the CMAR approach selects and involves the contractor at or near the onset of design, which helps to ensure designs are practical and remain within budget.

DESIGN TEAM

LANDSCAPE ARCHITECTURE

- PARK ROAD DESIGN
- LOW IMPACT DEVELOPMENT
- NATIVE AND DROUGHT-TOLERANT
- CREEK PROTECTION AND ACCESS
- DOG PARK DESIGN
- INCLUSIVE PLAY
- SPORT COURTS
- SPLASH PADS
- WAYFINDING
- DARK-SKY SENSITIVE LIGHTING
- MULTI-USE PATHS
- PLACEMAKING

CIVIL ENGINEERING

- STORMWATER
- STRUCTURAL

ARCHITECTURE

- MAINTENANCE DEPOT
- OUTDOOR COMMUNITY THEATER
- PAVILIONS

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Construction, *Continued*

However, between the two, because of the high level of involvement and control the City historically prefers to exercise in its projects, CMAR is presumed to be a better fit for Bee Cave than DB, which defers more decision making to the architect. Because the timing of funding of each of the use areas is unknown, this may need to be characterized in the selection process as optional additional scope at the election of the City.

The Competitive Sealed Proposal (CSP) Method is not recommended for several reasons. Due to the volatility of the construction environment in recent years, it is easier to keep within timeline and budget if materials procurement is initiated during the latter stages of the design phase, which is an option in both CMAR and DB. CSP does not allow this because the contractor selection process does not start until design is 100% complete. Efficiencies are also lost with regard to site preparation. Whereas CMAR and DB both allow for site prep work during the latter stages of design because the contractor is on-board and those macro components of design are typically finalized well before micro decisions (e.g. selection of finishes) are complete, the site is dormant during the selection, permitting, and permitting phases of CSP.

Fundraising, Grants, & Other Sources of Funding for Use Areas

As previously mentioned, the City will be pursuing fundraising and grants as primary sources of construction funding for the "Use Areas." However, it is simultaneously recognized that this approach creates great uncertainty regarding timeframe for construction and, as such, may be misaligned with expectations from Park users about the speed of delivery. It is a reality with funding any project over a ten year time horizon some assumptions made won't come to fruition and new opportunities will arise. Nimbleness will be a key to success.. As such, the City will continuously scan for alternate and/or additional creative options for funding beyond the adoption of this Plan.

As a non-profit entity, the Bee Cave Economic Development Corporation (EDC) is well-suited to partner with the City as a repository for donations for Use Areas. As discussed during the Capital Improvements Plan adoption process, it is anticipated that the EDC, in coordination with the City, will establish a formal Central Park implementation committee, whose role it is to solicit and oversee donations during construction. From this umbrella group, it may be prudent to establish focused sub-committees by Use Area that can capitalize on disparate passions—e.g. an avid tennis player may be well suited to fundraise for sport courts, but less interested in fundraising for a community stage and vice versa. As far the cross-section of committee and subcommittee participation, they should be predominantly composed of citizens willing to fundraise and technical experts that can supplement the design team (e.g. an occupational therapist for the inclusive play area), all acting in the capacity of *advisors* rather than decision-makers. Because active fundraising of this scale is outside of the City's or the EDC's expertise, it is recommended that the City bring on a consultant to set up the initial framework. This person will help set realistic expectations for the pace and scale of fundraising ; establish protocol for seeking corporate donations, large private donations, and smaller, and individual donations; and guide the preparation of "marketing" material, alongside the design team.

The Plan also recommends exploring grants are another source of funding Because the City does not have a lot of experience in this arena, it may be necessary to supplement without outside assistance. Grants applications often require submission of preliminary design and budget, which contributes to this Plan's recommendation to complete schematic design within the next twelve to eighteen months. Furthermore, grants often require a local match, which can come in the form of donations—hence the recommendation to establish a mechanism to receive such funds as soon as possible.

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A core component of implementation of this Plan is for the Parks & Facilities Department to thoroughly evaluate and update staffing plans and budget forecasting for the near term, mid-term, and long-term time frames. There is a general recognition that the additional uses in the Park will require substantially more resources than needed today. In advance of overhauling the entire operations plan and protocols for Central Park in much greater and more comprehensive detail, the following considerations, in no specific order, are examples of anticipated increased demand on resources.

- **More bathrooms**: equates to an increased supply budget, more daily janitorial needs, more routine maintenance needs, more spaces to perform routine 'security checks,' more spaces subject to vandalism. The current bathrooms are known to be in need of remodeling. It is recommended that they be updated during the infrastructure construction.
- **More irrigation demand**: the current irrigation system needs to be mapped, scoped for breaks, repaired, and re-evaluated to make sure 1) zone are getting the appropriate amount of water and 2) supply from the well matches exiting and forecasted demand; if not an additional water source will need to be identified or adjustments will need to be made to the landscape plan. It is also imperative that that a more sophisticated controller be installed to allow for remote and granular scheduling; this update does not need to wait until the design is done because it affords such easy re-programming. Furthermore, it is anticipated that additional zones will need to be added for coverage in areas of the park that currently have no irrigation. The well is in the process of being evaluated for current and potential supply, including whether additional storage is needed or practical given maximum draw capacity.
- **More manicured landscaping**: requires mowing, edging, mulching requires more supplies, equipment, and staffing. The Department needs to development its first land management plan to tactically address annual maintenance needs with greater intervals such as aeration and application of top dressing.
- **Community Theater**: More schedule management, need for software. More information technology/audio visual/lighting equipment to maintain. More storage space needed.
- **More playground equipment**: More inspections, more schedule management (e.g. field trips, birthday parties), more equipment replacement and repair, more mulch. Management of on-going donations. Potential fee management.
- **Memorial Tree Promenade:** More water, more maintenance, staff to set up and manage a donation program, staff to assist with planting, additional need for arborist,
- **Sport Courts**: More schedule management, need for software. Potential fee management. Potential programming impact if tournament demand.
- **Art in the Park**: Submission process. Increased insurance requirements. Increased vandalism risk.
- **Splash pad:** huge maintenance implications, comparable to operating a pool facility. More demands on communication to general public about status of planned and unforeseen closures. Increased water demands.
- **Change to hours**: If hours expanded to allow access after dark, more patrol. Potentially more repairs needed due to vandalism. Might need additional safety lighting.
- **Increase in visitors:** more trash cans, more events to coordinate, more questions to answer, more directional signage needed
- **Utilities:** increase in monthly costs water, electricity
- **Maintenance of Hard Surfaces**: more pavement to resurface, sweep. More trails from which to cut brush away.

RESOURCES NEEDED FOR ONGOING:

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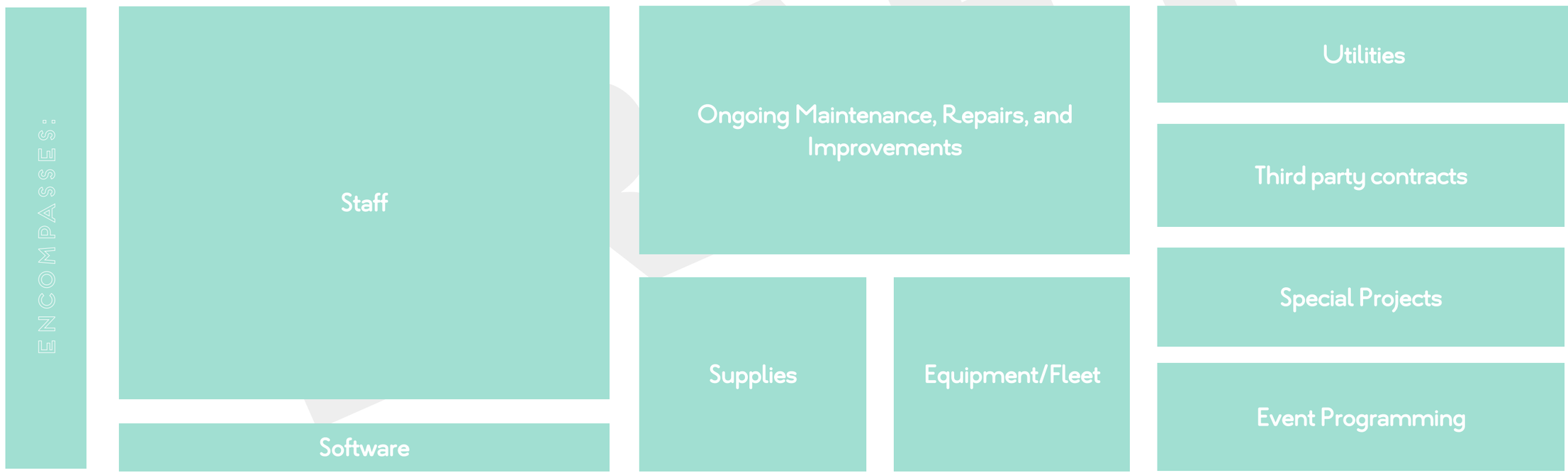
Due to the proposed investment in infrastructure, the Park is poised to become an even more hospitable hub of community events and activity. While being mindful of City resources, this is envisioned to include occasional annual, larger scale events such as a Halloween Haunted Trail Walk, an outdoor summer theater performances to potential coordinated festival partnerships with the Backyard and adjacent neighbors. On a more frequent basis, this may take the form of small scale gatherings- classes, volunteer clean-ups, interest group meet-ups, etc. The roll-out of these offerings may need to be measured and always take into account growth of budget and staff.

ONGOING OPERATIONS, MAINTENANCE, AND PROGRAMMING



Governing Documents

There are two primary documents that govern the rules of and permitted activities within Central Park: 1) the Central Park Gift Deed, which executed in 2005 as a core component of the conveyance of the original fifty acres to the City (see page 15), and 2) the Central Park Use Policy, adopted shortly thereafter and enumerated in Chapter 16 of the City's Code. Both of these documents, which are provided in the Appendix, were reviewed for consistency with the recommendations and objectives of this Plan. Each document contains certain provisions, identified in the following pages, that are either ambiguous or potentially misaligned with the directions of this Plan and, as such, an important aspect of implementation will be to pursue amendments to these documents.

As the City is updating its policies, it should also wish to consider its objective to become CAPRA-certified by the National Parks and Recreation Association (NRPA). To assist with setting benchmarks, The 2022 NRPA Agency Performance Review and associated NRPA Park Metrics database provides insight into norms for park policy. The table to the right reflects the results for agencies with similar characteristics as to Bee Cave regarding the use of tobacco, consumption and sales of alcohol, consumption and sales of healthy foods, and application of an admission fee..

NRPA NATIONAL RECREATION AND PARK ASSOCIATION	Population <20,000	Population Density 500-1,500/sq mi	Jurisdiction Type City
Agency has policy barring the use of all tobacco products in its parks and at ALL facilities and grounds	53%	53%	55%
Agency has a policy barring the use of all tobacco products in its parks and at SELECT facilities and grounds	25%	27%	30%
Agency DOES NOT have a policy barring the use of all tobacco products	22%	20%	15%
Agency has a policy that allows the consumption of alcohol by legal-aged adults on ALL premises	20%	19%	13%
Agency has a policy that allows the consumption of alcohol by legal-aged adults on SELECT premises	41%	47%	63%
Agency DOES NOT have a policy that allows the consumption of alcohol by legal-aged adults on premises	39%	34%	24%
Agency sells alcoholic beverages to legal-aged adults on ALL its premises (by agency or authorized concessionaire)	5%	4%	3%
Agency DOES NOT sell alcoholic beverages to legal-aged adults on its premises (by agency or authorized concessionaire)	65%	59%	48%
Agency provides healthy food options in ALL its vending machines	20%	22%	25%
Agency provides healthy food options in SELECT vending machines	30%	40%	40%
Agency DOES NOT provide healthy food options in its vending machines.	50%	38%	35%
Agency provides healthy food options at ALL its concession stands	25%	25%	26%
Agency provides healthy food options at SELECT concession stands	34%	43%	50%
Agency DOES NOT provide healthy food options at its concession stands	41%	32%	25%
Agency charges a parking fee at ALL its parks or facilities	93%	87%	83%
Agency charges a parking fee at SELECT parks or facilities	0%	0%	1%
Agency DOES NOT charge a parking fee at its parks or facilities	7%	13%	16%
Agency charges an admission fee to enter ALL its parks	0%	1%	0%
Agency charges an admission fee to enter SELECT parks	7%	13%	16%
Agency DOES NOT charge an admission fee to enter its parks	93%	86%	83%

Central park Use Policy

The City's Parks Use Policy is currently applicable across its Parks. With the introduction of more specialized uses, it may be prudent to create a tailored policy. Further, CAPRA certification may require this. With that in mind, a more extensive update of the policy is anticipated, but at present, at least the following terms are known to need focused consideration. Nearly all of these policies require discussion across several Departments—Parks and Facilities; Police; Administration; Finance; and Planning & Development.

CURRENT CODE	COMMENTARY
Sec. 16.04.003 Park hours *All city parks are open to the public each day from sunrise to sunset; however, the main entrance gate to Central Park is open only between 8:00 am to thirty minutes before sunset. The gate may be closed at any time as determined by the City Manager or their designee. Park facilities and park buildings designed for specific purposes, including athletic fields, are open as designated by city policy or rules adopted by the City Council. Notice of the rule or policy will be posted at the applicable location to give notice of the hours the facility is open for public use.*	In recent years, there have been several indicators that the mentality toward the Park's borders has evolved from one in which the priority is limiting Park access to one in which Park access is encouraged. Specific examples of the prior policy approach include a former Code requirement for property owners abutting a City Park to erect a fence/wall at the shared property boundary; the limiting of Park hours established in the current Code; and installing a gated park entrance. Specific examples of the transition in thinking include requiring within the Backyard development Planned Development District zoning construction of multiple points of vehicular and pedestrian interconnectivity and not requiring a fence be installed between the two properties; and the City's construction of two-prong pedestrian access at the north end of the Park. There is long-standing, existing demand for access prior to sunrise by current park users (mostly walkers/joggers) and there is anticipated desire for access after sunset upon opening of the library, the backyard, and other forthcoming adjacent developments that will have restaurant and retail uses. Park hours merit a broader discussion, including what additional demand broader access places on the police department.
Sec. 16.04.004 Prohibited activities *It is unlawful for a person to do any of the following in a park:(23) Consume or possess an alcoholic beverage in an open container, unless allowed under a special use permit;*	This policy may merit reconsideration as the City contemplates hosting additional special events and operating a community stage. In addition to contemplating simply whether alcohol should be permitted on the property, it also can be parsed by having a carry-in policy, only, or also considering whether on-site sales is permitted. A discussion of the latter needs to evaluate against the parameters in the Gift Deed.
Sec. 16.04.005 Reservation Policy for Pavilions *(f) All residents who reserve a pavilion may apply for the use of said pavilion between 8:00 a.m. and 5:00 p.m., Monday through Friday at City Hall or online. The applicant may not make any charges, nor solicit for money of any kind or character from any person for the use of the pavilion.*	As the City offers more programming and operational and maintenance cost increase, the City may need to evaluate additional sources of revenue, including reservation of pavilions. Anecdotally, non-residents, who are disallowed in current policy from reserving pavilions, have expressed a willingness to pay a fee for the privilege.
Sec. 16.04.007 Special uses *(a) Permit required. It is unlawful for any person to sponsor, hold, or conduct a special use in a park without first receiving a permit from the city.*	There may be an opportunity to streamline interdepartmental efforts by enfolding this into the Special Event Permitting Process already administered by the Planning & Development Department.
Sec. 16.04.008 Persons excluded from parks *(a) The Chief of Police or designee may exclude any person from the use of a park or parks if the person:* *(1) Engages in conduct that is determines poses a continuing threat to the safety of park users;* *(2) Intentionally damages park property;* *(3) Continually violates park rules or regulations.*	Particularly if the Park hours are expanded or abolished, this policy may need to be enhanced to give the police more articulated authority in the event the Park faces an increase in mischief.

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Central Park Gift Deed

The Gift Deed governs the permitted activities and uses of the core fifty acres of the Park, identified to the right in green. Pursuit of formal clarification is recommended on the following terms because the consequence of violation is severe– reversion of the property back to the original owner:

PROVISION	PURPOSE FOR/ INTENT OF CLARIFICATION	POTENTIAL SAMPLE AMENDMENT/CLARIFICATION LANGUAGE
In no event shall the property be used as…. **Vehicle storage/ material storage**	Ensure the Parks and Facility's Department maintenance facility may be located within the Park in a location that is easily accessed yet separated from the primary use areas to the extent practical. This facility, which is expected to include an enclosed building, an open–air structure, and a fenced/walled yard, is envisioned be the centralized repository for equipment, supplies, and materials essential to maintaining Central Park and necessary for hosting on–site events and programming. It is also envisioned to be the home base for the Parks fleet. Because the Maintenance Facility's dedicated purpose is serving and maintaining Central Park, it is not believed to pose any conflict to the intent of the language in the Gift Deed. Nevertheless, because it will technically include vehicle and materials storage, pursuit of affirmation of conformance within the Gift Deed is advised.	As to the following Restrictions language: "… provided, in no event, shall the Property be used as… vehicle storage facility, material storage or disposal site…", Grantor hereby agrees that the City may do the following with the subject conditions: • Store vehicles, equipment, and supplies associated with maintenance and upkeep of the park. • Utilize an enclosed building for said storage. No exterior storage allowed. • Limit the footprint of said building to a size TBD that allows City to keep what is necessary for this park's maintenance and upkeep. Said building not to be used for general city–wide storage or maintenance. • The building is built of masonry and has locally–relevant architectural features (e.g. a standing seam metal, powder coated pitched roof), articulation, and a materials palette that results in a high–quality look, i.e. no pole barn, metal shed. Grantor shall have the right to approve any architectural plans for the building which approval will not be unreasonably withheld. • Orient the building such that access is not visible from the road, what is visible from public spaces will be designed with the quality and features that will be aesthetically appropriate for the locale.
In no event shall the property be used as…. **water treatment plant, wastewater treatment or disposal plant…**	The City has been in long–standing discussions with the West Travis Public Utility Agency about the possibilities of partnering on irrigation of Central Park. This has included potential use of treated effluent, as well as a beneficial re–use groundwater injection well. While it is believed that neither of these solutions is in conflict with the literal terms, nor the intent of the Gift Deed, it would be prudent clarify this.	As to the following Restrictions language: "…provided, in no event shall the Property be used as… water treatment plant, wastewater treatment or disposal plant…", Grantor hereby agrees that the City may provide for the irrigation of the land with treated effluent water and/or may use the land for the purposes of storing, in an underground facility, any treated effluent water for future re–use of said water.

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Recommended GIFT DEED CLARIFICATIONS

PROVISION	PURPOSE FOR/ INTENT OF CLARIFICATION	POTENTIAL SAMPLE AMENDMENT/CLARIFICATION LANGUAGE
In no event shall the property be used as…. **In any manner that results in the production of income from the Property except as such income may be derived as an incidental part of public use. A use of the Property whose primary purpose of the generation of income for a private purpose shall not be considered as a public use.**	Clarification of the language regarding production of income is critical on several fronts, based not only on the Vision presented in this Plan, but also inquiries the City has received since the Park opened. While the City has absolutely no intent or plans to repurpose the Park into any overtly commercial or residential operation identified in the gift deed (e.g. retail or commercial shopping center; multi family, single family, or any other residential use; commercial office use), there are some substantially more subtle ambiguities about income generation within the umbrella of a Parks use. For instance: • Can the City allow rental of sport courts by private instructors who are receiving a fee for service by their students? • Are privately operated youth sports leagues allowed to use the Park for practices? • Are private instructors (e.g. yoga classes, bird watching) allowed to conduct classes in the Park? • Can food and/or alcohol be sold in the Park, by the City or a third party operating on behalf of or with the permission of the City? Ongoing? During a special event?	As to the following Restrictions language: "…provided, in no event shall the Property be used… in any manner that results in the production of income from the Property except as such income may be derived as an incidental part of the public use. ", Grantor hereby agrees that the City may allow the following with the subject conditions: **a) Organized Sports** (e.g. dedicated, striped, and/or illuminated fields/sport courts rented/leased to a youth organization) • Open area, multi-purpose, multi-use fields and sports courts (e.g. basketball, tennis, volleyball) are allowed so long as they are freely open to the general public. • Occasional, informal use by a sports team (e.g. a little league team practice) is allowed so long as it is not routinely exclusionary to other users and the fields and sports courts are generally available on a first-come, first-serve basis. • A reservation of open area, multi-purpose, multi-use fields and sports courts is required to provide for more predictable availability to users. Such reservations shall be freely open to the general public and not routinely limited all or part of the time to a particular organization, unless that organization is the City or sanctioned to operate as an agent of the City. **b) Classes (e.g. fitness classes, dog trainers, bird watching classes, musicians)** • Any group or class that does not fall under Organized Sports as identified by the City. **c) Food/Alcohol Consumption and Sales** • Carry-in food and alcohol consumption allowed. o City will create a parks policy that allows park patrons to bring their own alcohol on site so long as it does not interfere with the park being family-friendly, first and foremost. • On-site sale of food allowed in association with special events. o Temporary food trucks associated with special events (e.g. a farmers market, kite festival, a birthday party) or occasional use (e.g. an ice cream vendor on Saturday afternoons) are allowed. PROHIBITED: Bricks and mortar restaurant facilities and food truck parks or dedicated food truck locations intended for continuous occupancy.

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APPENDIX

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11-GF# 7262 U JPB
RETURN TO: HERITAGE TITLE
401 CORGHLIN SUITE 1500
AUSTIN, TEXAS 78701

DEED 200523601 7
12 PGS

GIFT DEED

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

That BALDWIN PROPERTIES, LTD., a Texas limited partnership (**"Grantor"**), in furtherance of the commitment of the Baldwin family to the Village of Bee Cave and the betterment of the community, and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and to secure the payment of which no lien, express or implied, is retained, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto the VILLAGE OF BEE CAVE, a general law municipality located in Travis County, Texas (**"Grantee"**), the following described tract of real property (the **"Property"**), to-wit:

> 50.0 acres of land, more or less, out of the John Hobson Survey No. 527 in Travis County, Texas, as more particularly described on **Exhibit A** attached hereto and made a part hereof;

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made and accepted subject to the following covenants and restrictions as hereinafter set forth (the **"Restrictions"**), and the Property shall be held, transferred, sold, conveyed, used and occupied subject to the Restrictions, to which Grantee agrees by acceptance of this conveyance below, to-wit:

> That the Property shall be used only for public purposes by the Village of Bee Cave, its successors or assigns, including use for public open space, park or recreational uses, including without limitation, governmental offices, a recreation center, hike and bike trails, swimming pools, playgrounds, soccer, baseball or other sports fields and facilities; and/or as a community center, library, a fire station, police or emergency services station or substation, roadways and roadway improvements,; utility lines; and/or any other public use; provided, in no event shall the Property be used as a landfill, solid waste disposal site, trash dump, water treatment plant, wastewater treatment or disposal plant, electric substation or similar utility generation facility, transportation repair center, vehicle storage facility, material storage or disposal site, retail or commercial shopping center or other commercial use, multi family, single family, or any other residential use, commercial office use, or in any manner that results in the production of income from the Property except as such income may be derived as an incidental part of the public use. A use of the Property whose primary purpose is the generation of income for a private

RET. HERITAGE TITLE CO.

> purpose shall not be considered as a public use. However, a use of the Property that results in the incidental production of income as a result of the use of the Property for a public purpose shall be considered as a public use. By way of example, uses that may generate income, but that shall nevertheless be considered a public use may include, but are not limited to, the collection of a fee for the use of a swimming pool, community center or other public facility; rental payments from a tenant managing or using the Property for a public use so long as such tenant does not use the Property for a retail shopping center, a commercial use, a commercial office use, multi family, single family, or other residential uses; permit fees or rental income from citizens using the Property for a public purpose such as a flea market or farmer's market; or the conveyance or lease of the Property, or any portion thereof, to another governmental entity, or non-profit entity using the property in accordance with these restrictions.

The foregoing Restrictions shall be covenants running with the land, and shall inure to the benefit of, and be enforceable by, Grantor or its successors and assigns. The Restrictions may be amended only by the written agreement of Grantee and Grantor, or their successors and assigns. Enforcement of said Restrictions may be by proceeding at law or in equity against any person or persons violating or attempting to violate any such restriction or covenant, by injunction to restrain violation, to enforce specific performance, to recover damages, or any or all of the foregoing remedies; it being intended that such remedies shall be cumulative. Failure to enforce any of the Restrictions shall in no event be deemed to be a waiver of the right to do so thereafter.

This conveyance is made by Grantor and accepted by Grantee subject to any and all easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interest, if any, relating to the Property, to the extent, and only to the extent, that the same may still be in force and effect, and shown of record in the Office of the County Clerk of Travis County, Texas.

Grantor confirms that it is not aware of any contamination of the Property by any hazardous waste or toxic substance or any pollutant under applicable law.

EXECUTED this the 21ST day of December, 2005.

BALDWIN PROPERTIES, LTD.

By: Baldwin Interests, Inc., a Texas corporation,
General Partner

By: Robert B. Baldwin III
Robert B. Baldwin, III, President

ACCEPTED:

VILLAGE OF BEE CAVE

By: Caroline Murphy
Name: Caroline Murphy
Title: Mayor

ADDRESS FOR GRANTEE:

Village of Bee Cave
13333-A Hwy. 71 W.
Austin, TX 78738

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 22 day of December, 2005, by Robert B. Baldwin, III, as President of Baldwin Interests, Inc., a Texas corporation, on behalf of said corporation as General Partner of BALDWIN PROPERTIES, LTD., a Texas limited partnership, on behalf of said limited partnership.

JOHN P. BRUCE
Notary Public
State of Texas
My Commission Expires
August 29, 2008

Notary Public, State of Texas
Print Name: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 21ST day of December, 2005, by Caroline Murphy, as Mayor of the VILLAGE OF BEE CAVE, a general law municipality located in Travis County, Texas, on behalf of said municipality.

LYNZY ANNE WRIGHT
Notary Public, State of Texas
My Commission Expires
SEPT. 23, 2009

Notary Public, State of Texas
Print Name: LYNZY ANNE WRIGHT

CENTRAL PARK GIFT DEED

GIFT DEED EXHIBIT A

50.000 ACRES
BALDWIN PROPERTIES, LTD
BEE CAVE, TEXAS

FN NO. 956
May 06, 2005
JOB NO. 204-02.51

DESCRIPTION OF A 50.000 ACRE TRACT OF LAND OUT OF THE JOHN HOBSON SURVEY NO. 527, SITUATED IN TRAVIS COUNTY, TEXAS; SAID 50.000 ACRE TRACT OF LAND BEING A PORTION OF A 51.365 ACRE SURVEY OF THAT TRACT DESCRIBED AS 51.510 ACRES IN A DEED TO BALDWIN PROPERTIES, LTD. AS RECORDED IN DOCUMENT #2002105444 OF THE TRAVIS COUNTY OFFICIAL PUBLIC RECORDS; SAID 50.000 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED, BY METES AND BOUNDS, AS FOLLOWS:

BEGINNING at a 1/2" iron rod in concrete found for the northwest corner hereof, same being the northwest corner of the said 51.510 acre tract, also being an ell corner in the south line of Lot 1, Block "B", Replat of the Home Depot Addition, recorded in Document #200200218 of the Travis County Plat Records;

THENCE with the north line of the said 51.510 acre tract, same being the said south line of Lot 1, Block "B", Replat of the Home Depot Addition, S76°39'22"E a distance of 637.05 feet to a 1/2" iron rod found for the northeast corner hereof, same being the northeast corner of the said 51.510 acre tract, also being the most southeast corner of the said Lot 1, Block "B", Replat of the Home Depot Addition, also being the northwest corner of Tract 1, (0.836 acres) in a deed to Shirley Thurman Grumbles as recorded in Document #1999083684 of the Travis County Official Public Records;

THENCE with the east line of the said 51.510 acre tract, same being the west line of the said Grumbles tract, S06°27'13"E a distance of 254.58 feet to a 1/2" iron rod found, same being the southwest corner of the said Grumbles tract, also being the northwest corner of the Ethel Thurman Subdivision, a subdivision of record in Volume 51, Page 81 of the Travis County Plat Records;

THENCE continuing with the said east line of the 51.510 acre tract, same being the west line of said Ethel Thurman Subdivision, same being the west line of a 0.3766 acre tract in a deed to Kim D. Brown as recorded in Document #2004065313 of the Travis County Official Public Records the following two (2) courses and distances:

Exhibit "A"

1) S00°39'14"W a distance of 92.85 feet to a 1/2" iron rod in concrete found, and

2) S09°21'16"E a distance of 21.24 feet to a 1/2" iron rod in concrete found for the northwest corner of the remainder portion of a0.995 tract in a deed to Baldwin Properties, Ltd. as recorded in Document #2002105442 of the Travis County Official Public Records;

THENCE continuing with the said common line between the 51.510 acre tract and the Ethel Thurman Subdivision, the following two (2) courses and distances:

1) S10°43'39"E a distance of 79.41 feet to a 1/2" iron rod found, and

2) S10°51'49"E a distance of 142.89 feet to a 1/2" iron rod in concrete found for the southwest corner of the said 0.995 acre tract, same being the northwest corner of ALE Investment, LLC. as recorded in Document #2002157159 of the Travis County Official Public Records;

THENCE continuing with the said common line between the 51.510 acre tract and the Ethel Thurman Subdivision, same being the west line of said ALE Investments, LLC. the following three (3) courses and distances:

1) S13°15'34"E a distance of 57.26 feet to a 1/2" iron rod in concrete found, same being the common west corner of said Lot 2 and Lot 1 of said Ethel Thurman Subdivision,

2) S14°34'35"E a distance of 217.54 feet to a 1/2" iron rod found, and

3) S18°07'37"E a distance of 72.47 feet to a 1/2" iron rod in concrete found for the southwest corner of the said Ethel Thurman Subdivision, same also being the southwest corner of said ALE Investments, LLC., same also being the northwest corner of a 2.884 acre tract in a deed to Adobe, LLC, as recorded in Document #2003290254 of the Travis County Official Public Records;

THENCE continuing with the said east line of the 51.510 acre tract, same being the west line of the said 2.884 acre tract, S12°28'54"E a distance of 292.26 feet to a 1/2" iron rod in concrete found for the southwest corner of the said 2.884 acre tract, same being the northwest corner of a 2.908 acre tract in a deed to FM 620 Venture as recorded in Volume 11196, Page 1605 of the Travis County Real Property Records;

THENCE continuing with the said east line of the 51.510 acre tract, same being the west line of the said 2.908 acre tract, the following two (2) courses and distances:

1) S12°51'24"E a distance of 262.30 feet to a 3/4" iron pipe found, and

2) S60°59'49"E a distance of 48.34 feet to a nail found for the southwest corner of the said 2.908 acre tract, same being in the north line of a public roadway as dedicated by Volume 5647, Page 869 of the Travis County Deed Records;

THENCE continuing with the said east line of the 51.510 acre tract, same being the north and west lines of the said public roadway, the following two (2) courses and distances:

1) S69°19'22"W a distance of 157.36 feet to a 1/2" iron rod found for the northwest corner of the said public roadway, and

2) S20°20'15"E a distance of 49.87 feet to a 1/2" iron rod found for the southwest corner of the said public roadway, same being in the north line of a 3.68 acre tract in a deed to Rockwood as recorded in Volume 11977, Page 1369 of the Travis County Real Property Records;

THENCE continuing with the said east line of the 51.510 acre tract, same being the said north line of the 3.68 acre tract, S69°33'24"W a distance of 163.17 feet to a 1/2" iron rod set in the centerline of a creek for the northwest corner of the said 3.68 acre tract;

THENCE continuing with the said east line of the 51.510 acre tract, same being the west line of the said 3.68 acre tract, also being the surveyed centerline of a creek as called for in a Boundary Line Agreement as recorded in Volume 11778, Page 318 of the Travis County Real Property Records, the following six (6) courses and distances:

1) S08°04'37"E a distance of 7.93 feet,

2) S09°27'56"W a distance of 45.90 feet,

3) S27°11'35"E a distance of 49.14 feet,

4) S42°10'51"E a distance of 49.74 feet,

5) S38°31'21"E a distance of 77.76 feet, and

6) S23°02'02"E a distance of 86.80 feet to a 1/2" iron rod found for the southwest corner of the said 3.68 acre tract, same being the northwest corner of the remainder portion of a 8.80 acre tract in a deed to Burton as recorded in Volume 5478, Page 2200 of the Travis County Deed Records;

THENCE continuing with the said east line of the 51.510 acre tract, same being the said west line of the 8.80 acre tract, also being the said surveyed centerline of a creek as called for in a Boundary Line Agreement recorded in Volume 11778, Page 318 of the Travis County Real Property Records, the following thirteen (13) courses and distances:

1) S35°31'20"W a distance of 132.57 feet,

2) S03°30'32"E a distance of 28.35 feet,

3) S22°51'00"E a distance of 93.97 feet,

4) S12°01'25"E a distance of 75.00 feet,

5) S03°43'37"E a distance of 63.87 feet,

6) S24°26'09"E a distance of 64.28 feet,

7) S25°32'50"E a distance of 47.01 feet,

8) S36°47'21"E a distance of 55.33 feet,

9) S12°46'18"E a distance of 23.70 feet,

10) S02°44'04"E a distance of 39.92 feet,

11) S12°01'10"W a distance of 71.45 feet,

12) S67°41'11"W a distance of 26.75 feet, and

13) S21°32'46"W a distance of 12.44 feet to a point for the southwest corner of the said 8.80 acre tract, same being in the north line of a 2.03 acre tract, save & except 0.445 acres, in a deed to Arriaga as recorded in Volume 9381, Page 670 of the Travis County Real Property Records, from which a 3/4" iron pipe found bears S77°39'40"E a distance of 95.24 feet;

THENCE continuing with the said east line of the 51.510 acre tract, same being the north line of the said 2.03 acre tract, N77°39'40"W a distance of 156.03 feet to a point for the northeast corner of the said 0.445 acre save & except tract, from which a 1/2" iron rod in concrete found bears S40°42'16"E a distance of 0.91 feet.

THENCE departing the said east line of the 51.510 acre tract, and over, and across the said 51.510 acre tract the following three (3) courses and distances:

1) N04°53'32"E a distance of 67.53 feet to a 1/2" iron rod set with plastic surveyors cap (Interstate Surveying, Inc.) for an ell corner herein;

2) N77°23'53"W a distance of 211.18 feet to a 1/2" iron rod set with plastic surveyors cap (Interstate Surveying, Inc.) for an ell corner herein, and

Saved to this PC

3) S12°02'16"W a distance of 219.01 feet to a 1/2" iron rod found for the northwest corner of Tract 2 and northeast corner Tract 1 of the Viola Marshall Subdivision, recorded in Volume 87, Page 44D of the Travis County Plat Records, same being in the south line of said 51.510 acre tract;

THENCE with the said south line of the 51.510 acre tract, same being the north line of the said Viola Marshall Subdivision, the following four (4) courses and distances:

1) N77°33'27"W a distance of 180.93 feet to a 1/2" iron rod found,

2) N76°20'18"W a distance of 62.82 feet to a nail found,

3) N77°57'38"W a distance of 223.19 feet to a 1/2" iron rod found, and

4) N78°44'55"W a distance of 78.89 feet to a nail in concrete found for the northwest corner of the said Viola Marshall Subdivision, same being the northeast corner of a 3.020 acre tract in a deed to Kinsella and recorded in Volume 7319, Page 95 of the Travis County Deed Records;

THENCE continuing with the said south line of the 51.510 acre tract, same being the north line of the said 3.020 acre tract, N78°46'27"W a distance of 75.28 feet to a nail found for the southwest corner hereof, same being the southwest corner of the said 51.510 acre tract, also being the southeast corner of a 56.628 acre tract in a deed to Reese Commercial Properties, Ltd. as recorded in Document #2001091446 of the Travis County Official Public Records;

THENCE with the west line of the said 51.510 acre tract, same being the east line of the said 56.628 acre tract, the following four (4) courses and distances:

1) N12°46'42"E a distance of 96.45 feet to a nail found,

2) N12°16'32"E a distance of 546.91 feet to a 1/2" iron rod in concrete found,

3) N11°54'37"E a distance of 152.70 feet to a 1/2" iron rod in concrete found, and

4) N04°02'30"W a distance of 1379.50 feet to a hex bolt found for the northeast corner of the said 56.628 acre tract, same being an ell corner in the said south line of Lot 1, Block "B", Replat of the Home Depot Addition;

THENCE continuing with the said west line of the said 51.510 acre tract, same being the said south line of Lot 1, Block "B", Replat of the Home Depot Addition, N12°38'17"E a distance of 521.02 feet to the **POINT OF BEGINNING**, and containing 50.000 acres of land.

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

That I, Patrick A. Smith, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief, and is prepared from a survey made on the ground, during July, 1998, and updated April, 2005, under my direction and supervision.

Witness my hand and seal this the 6th day of MAY, 2005.

Patrick A. Smith, Registered
Professional Land Surveyor
No. 4280 - State of Texas
Interstate Surveying Inc.
13740 North Hwy 183
Bldg. L-4
Austin, TX 78750
(512)219-5955

STATE OF TEXAS
PATRICK A. SMITH
4280
PROFESSIONAL LAND SURVEYOR

(FN 951-1000\FN-956)

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Dana DeBeauvoir
2005 Dec 22 03:24 PM 2005236017
KNOULESR $50.00
DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

EXHIBIT "A"

ARTICLE 16.04. USE OF CITY PARKS AND PARK FACILITIES

Sec. 16.04.001 Definitions

In this article:

Manager means the City Manager or his/her designee.

Commercial purposes means an activity intended to promote or that results in a commercial transaction, other than a solicitation.

Firearms means any pistol, revolver, rifle, shotgun, bb gun, air gun, sling shot, spring gun, or other weapon in which the propelling force is gun powder, a string, or air.

Park means land designated for public recreation and owned or leased by the city.

Park facility means any land, athletic field, pavilions or other facility owned or maintained by the city for park and recreational activities.

Permit any written license issued by or under the authority of the Council, including a special use permit issued under the conditions in section 16.04.007.

Solicitation means to:

1. Request a donation of money or other thing of value from another person by the spoken, written, or printed word, or by other means of communication and includes providing a nominal or token gift in return for the donation; or
2. Sell any item to another person for money or other thing of value if the proceeds from the sale are intended to provide support for non-commercial protected speech.

Special use means any temporary gathering, rally, parade, festival, exhibit, display, entertainment, performance, or presentation held in a park, park building or park facility:

1. In which more than 25 persons are expected to attend or participate; or
2. That requires the placement or erection of one or more stages, booths, kiosks, tents, barricades, or similar temporary structures or facilities to support or serve the special use; or
3. That provides an alcoholic beverage for sale or consumption to the attendees.

A special use does not include persons gathering in a park to participate in or observe an athletic event held at the facility designed for that purpose.

Sec. 16.04.002 Manager authority

(a) The Manager may adopt, revise or rescind rules, regulations, departmental policies and procedures, create or alter recreational programs and take action regarding the day-to-day management and operations of the parks, park buildings, and park facilities that do not conflict with this article, council-adopted policies, or federal or state laws. The Manager may make the following rules or take the following actions relating to the operation of the parks, park buildings, and park facilities:

(1) The closing of all or part of a park or park facility because of weather or unsafe conditions that could endanger users or result in damage to the park, park building or park facility;
(2) The reservation, scheduling, and use of parks and park facilities designed for or designated for specific uses;
(3) Processing applications for special use permits;
(4) Regulating the use of a park and park facilities for public, private and commercial purposes; and,
(5) Any other rule or action reasonably necessary to manage and operate parks, park buildings, and park facilities.

(b) The Manager may not adopt any rule or take any action that is intended or has the effect of preventing any person from making use of a park or park facility based on the subject matter of an oral or written message or communication the person conveys or attempts to convey to the public or another person if the message or communication is subject to constitutional protection.

(c) It is an offense for any person to violate any rule adopted by the Manager if the rule or notice thereof is prominently posted at the park, park building, or park facility to which the rule applies.

(d) Citizens may request a change or elimination of a park policy or rule by submitting a request in writing to the Manager. The Manager will review the request and make a recommendation to the City Council, if necessary, for review and implementation.

Sec. 16.04.003 Park hours

All city parks are open to the public each day from sunrise to sunset; however, the main entrance gate to Central Park is open only between 8:00 am to thirty minutes before sunset. The gate may be closed at any time as determined by the City Manager or their designee. Park facilities and park buildings designed for specific purposes, including athletic fields, are open as designated by city policy or rules adopted by the City Council. Notice of the rule or policy will be posted at the applicable location to give notice of the hours the facility is open for public use.

Sec. 16.04.004 Prohibited activities

It is unlawful for a person to do any of the following in a park:

(1) Interfere with city scheduled park activities;
(2) Interfere with an activity operating under a special use permit;
(3) Enter an area posted as "Closed to Public";
(4) Camp or stay in a public park or recreational area overnight, except for non-profit organizations which have requested and received an approved special use permit in advance of the overnight stay;
(5) Loitering or otherwise occupying the park when it is closed
(6) Bring glass container into any public park or public recreation area;
(7) Fail to cooperate in maintaining restrooms in a neat and sanitary condition;
(8) Abandon any animal;
(9) Enter the park with any animal that is not a domesticated, household type pet, i.e. dog or cat;
(10) Walk a dog or any other domesticated household pet without a leash anytime while in a public park except that dogs may be off leash within the designated dog park area;
(11) Bathe in, swim in or pollute the water of any pond, or stream;
(12) Operate or park any motorized vehicle, to include a motorized bike or scooter, in an area not specifically designated or intended to be used for the parking or movement of motorized vehicles. It is a defense to prosecution under this paragraph that the motor vehicle was a city vehicle, was operated by a person performing an activity sponsored or approved by the city; or that the motor vehicle was an emergency vehicle;
(13) Leave a vehicle standing or parked in established parking areas during hours when the park is closed, vehicles left after hours may be towed at the property owner's expense in accordance with any applicable provisions in this Code;
(14) Soliciting or the operation of any private business of any type unless approved by the City Council;
(15) To place or maintain a display.
(16) Construct or erect any building or structure of whatever kind, whether permanent or temporary, or run or string any public service utility into, upon, or across such lands, except on special written permit issued hereunder;
(17) Cause, create, or contribute to any noise which emits sounds beyond the person's immediate individual picnic or use site, whether by shouting or singing, by using a radio, phonograph, television or musical instrument or by operating mechanical or electrical equipment unless an approved park event;
(18) Have in his or her possession or discharge any fireworks within any public park or public recreation area, unless a permit authorizing such possession or discharge has been issued by the City Council;
(19) Light, build, or maintain a campfire or ground fire in any public park or public recreation area except as authorized by an appropriate permit. A permit is not required for the use of portable camp stoves or grills. Notwithstanding the foregoing, the City Manager may declare an area in a public park as "extreme fire hazard" and all fires will be prohibited without

ARTICLE 16.04 USE OF CITY PARK AND PARK FACILITY POLICY

exception until such designation is removed. No portable camp stoves or grills may be used under the pavilions or in restrooms;
(20) Dig or remove any soil, rock, sand, stones, trees, shrubs, or plants or other wood or materials, or make any excavation;
(21) Damage, cut, carve, mark, transplant, or remove any plant, or injure the bark, or flowers or seed of any tree or plant, dig in or otherwise disturb grass areas, or in any way injure the natural beauty or usefulness of the area;
(22) Hunt or molest, harm, frighten, kill, trap, pursue, tease, shoot, or throw missiles at any animal, wildlife, reptile, or bird; it shall be unlawful for any person to remove or have possession of the young of any wild animal, or the nests or eggs thereof, or young of any reptile or bird;
(23) Consume or possess an alcoholic beverage in an open container, unless allowed under a special use permit;
(24) Fail to produce or exhibit any permit a person claims to have, upon request of any authorized person who shall desire to inspect the same for the purposes of enforcing compliance with any ordinance or rule;
(25) No person shall deposit or leave in or on any park property any glass, bottles, broken glass, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse or other trash. No such refuse or trash shall be placed or left anywhere on the grounds thereof, but shall be placed in the proper receptacles, where provided. Where receptacles are not so provided, all such rubbish or waste shall be carried away from the park property by the person responsible for its presence, and properly disposed of elsewhere;
(26) Mark, deface, disfigure, injure, tamper with or displace or remove any buildings, bridges, tables, benches, fireplaces, railings, paving or paving materials, landscaping including trees, waterlines or other public utilities or parts or appurtenances thereof, signs, notices or placards, temporary or permanent, monuments, stakes, posts, or other boundary markers, or other structures or equipment, facilities or park property or appurtenances whatsoever, either real or personal;
(27) Fail to properly dispose of their dog's feces in an appropriate waste disposal container;
(28) While using the Dog Park:
(a) Fail to maintain visual supervision over a dog;
(b) Leave a dog unattended;
(c) Fail to properly dispose of their dog's feces in an appropriate waste disposal container;
(d) Bring more than two dogs into the dog park at any one time;
(e) Eat in the dog park;
(f) Bring a female dog that is in season in the dog park;
(g) Fail to leash their dog(s) in designated areas;
(h) Keep unruly or rough playing dog in the dog park;
(i) Fail to maintain supervision over their children; and
(j) Fail to ask permission before petting a dog belonging to another person; and,
(29) Operate or use a skateboard.
(30) Moonwalks/bounce houses
(31) Firearms or paint ball guns

(32) Entertainment trailers/facilities that take up more than one parking space
(33) Placement of structures or obstacles intended for use with laser or paintball games
(34) Use of the Large Pavilion by groups of more than 50 persons
(35) Use of the Small Pavilion by groups of more than 25 persons
(36) Petting Zoo
(37) Silly String

Sec. 16.04.005 Reservation Policy for Pavilions

(a) All areas of the park governed by this policy are open to the public. It is the intention of this policy that both pavilions are available for drop-in use when not reserved or otherwise occupied. However, the number of persons that are authorized to utilize the large pavilion for an activity or event shall not exceed 50 persons. The number of persons authorized to utilize the small pavilion for an activity or event shall not exceed 25 persons.

(b) The City Manager, or designee, will schedule all reservations for both pavilions.

(c) No reservations will be made during times that would conflict with events sponsored or approved by the city.

(d) Reservations are limited to 2-4 hours.

(e) The city manager, or designee, shall designate a person or person(s) to inspect all premises after usage. Any damages to the park property will result in loss of future use and/or citation.

(f) All residents who reserve a pavilion may apply for the use of said pavilion between 8:00 a.m. and 5:00 p.m., Monday through Friday at City Hall or online. The applicant may not make any charges, nor solicit for money of any kind or character from any person for the use of the pavilion.

(g) Non-residents will not be allowed to make reservations. Proof of residency must be provided when making a reservation.

(h) Depending on the type of activity and use proposed, the city manager may require the applicant to provide liability insurance naming the city as an additional insured. Coverage amounts must meet those specified by the city manager.

(i) A request for a reservation must be made at City Hall or online. Reservations will be accepted from adults only (18 years or older). Reservations may be made no earlier than 30 days in advance.

(j) A permit shall be issued by the city stating the time, date, fee and any other pertinent information as required.

(k) Only one pavilion may be reserved at a time.

Sec. 16.04.006 City exclusive control of park facilities

The city may allow various groups to make use of park facilities for organized athletic events, including the city's scheduling or reservation of the facilities for those groups based on rules and regulations adopted and administered by the city. The city's authorization to an organization to use a park facility for a particular purpose at a specific time does not grant the organization any right to regulate or control the use of that facility. It is unlawful for any person, organization, or group, other than the city, to:

(1) Charge any other person a fee for the use of a park facility unless:

(A) The activity or event is scheduled through the city; and

(B) The fee is authorized by the city.

(2) Take any direct action to physically prevent or prohibit any other person from using a park facility.

Sec. 16.04.007 Special uses

(a) Permit required. It is unlawful for any person to sponsor, hold, or conduct a special use in a park without first receiving a permit from the city.

(b) Application process for special use permit. A person seeking a permit for a special use in a city park or park facility must file a proposal with the city. A complete application must be filed not less than 45 days before the proposed date of the special use. The proposal must be signed by the person or persons responsible for the special use and must include the following information:

(1) A description of the use and the number and type of activities planned;

(2) The date and time of the special use;

(3) The number and types of vendors that will be present;

(4) The number of people expected to attend the special use;

(5) The arrangements that will be made for traffic control, security, additional restroom facilities, medical care and other services or facilities to support the special use;

(6) Whether there will be a charge for the special use and the basis upon which persons may or may not be admitted to the event if other than a charge;

(7) A description of any structures that will be used or erected to support the event;

(8) The circumstances under which any alcoholic beverages will be served or possessed;

(9) Any other information the city determines is necessary to evaluate the proposal and determine whether it meets the requirements of this article.

(c) Fees and deposits. Depending on the special use, the city may require additional fees, deposits, and bonds to pay for or ensure the payment of costs incurred by the city relating to the use of a park facility for a special use, including costs incurred for trash cleanup and removal, providing security, protection or medical care, for the administration of this article and for any other necessary or related services that arise directly from the use of the park facility.

(d) Permit decision. The city will make a decision on the permit proposal as promptly as possible after the applicant has provided all the information required in the proposal. The city will not grant a permit if the city finds one or more of the following exist:

(1) The proposal submitted is insufficient or incomplete, provides false information, does not comply with this article or a regulation approved hereunder, or was not submitted with any required documents, fees or deposits;

(2) The time or location for the proposed special use conflicts with the time or place of either a city sponsored event or a special use for which a permit has been issued or a proposal was already pending;

(3) The applicant has failed to arrange or provide for adequate parking, trash cleanup, security, or other arrangements to ensure that the special use will be safe, secure environment for the participants thereof;

(4) The special use does not comply with this article, state or federal laws or regulations, or a reasonable condition imposed by the city manager for issuance of a permit;

(5) The applicant has held a prior special use for which the applicant failed to comply with a requirement of this article, failed to pay any required fees, charges, or deposits, failed to comply with all of the conditions of the permit, failed to pay or remedy damage incurred to public property, created a dangerous condition or

situation, failed to comply with reasonable requests of the city manager, or otherwise violated the purpose or intent of this article;

(6) The special event is being held primarily for commercial purposes;

(7) The proposed use would present an unreasonable danger to the health or safety of the applicant, special use attendees, or other users of the park, park building, or park facility.

(e) Conditions. The city manager may impose reasonable conditions on a special use permit issued to ensure compliance with city rules, regulations, and this article. The permit issued will contain in writing all the conditions and requirements that apply to the special use.

(f) Variance. If the applicant requests a variance from the regulations herein, the city manager may forward the proposal to the city council. The city council may grant a variance with respect to any regulation contained in this article. Council may recommend approval of the proposal as submitted, approve the proposal subject to such modifications or conditions as it deems necessary to accomplish the purpose of this article, or it may deny the proposal at its sole discretion.

(g) Denial of permits. If the city manager refuses to issue a permit as authorized by this article, the city manager will give written notice of the denial to the applicant.

(h) Permit revocation. The city manager may revoke a permit for a special use after it is issued because of the failure to comply with any condition or requirement of the permit or this article. The city manager will give written notice of the revocation of the permit at the address of the applicant as listed on the proposal.

(i) Appeals from denial or revocation. An applicant may appeal a permit denial, revocation, or imposition of conditions by following the uniform procedures of this code applicable to the denial, revocation or imposition of conditions of city permits to the city council.

Sec. 16.04.008 Persons excluded from parks

(a) The Chief of Police or designee may exclude any person from the use of a park or parks if the person:

(1) Engages in conduct that is determines poses a continuing threat to the safety of park users;
(2) Intentionally damages park property;
(3) Continually violates park rules or regulations.

(b) The Chief of Police or designee will provide to a person excluded from a park a written notice of the exclusion. If the exclusion applies to a minor the notice will also be provided to a parent or guardian of the minor. The notice will include:

(1) The facts upon which it was determined that the person should be excluded;
(2) The park or parks to which the exclusion applies;
(3) The period of time the exclusion applies;
(4) The penalty that may be imposed if the person violates the exclusion.

(c) A person may appeal their exclusion from a park to the Manager by sending written notice to the Manager within ten days of the notice. This notice must include an explanation as to why the person believes that the exclusion should be rescinded. The Manager will render a written decision within ten business days from the date the appeal is received.

Sec. 16.04.009 Nonliability of City

The city shall in no event be liable to any person due to the loss of or damage to any property or to any person due to personal injuries or loss of life that may occur at a City park or park facility. Any person entering in or upon a City park or park facility shall do so at their sole risk and shall not be privileged to enter or remain in or upon the park or facility save and except under the terms and provisions of this section and such other applicable sections of this Code, ordinances, resolutions and regulations that have been or may hereafter be adopted by the city.

Sec. 16.04.010 Obedience to police, signs.

No person shall fail or refuse to obey any lawful instruction or warning issued by the chief of police or any city police officer, nor shall any person fail or refuse to obey any instruction or warning displayed upon any sign erected by the city.

Art. 16.04.011 Penalty

Any person violating a provision of this article shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined and subject the violator to the penalty provisions of Section 1.01.009 (General Penalty for Violations of Code; Continuing Violations).

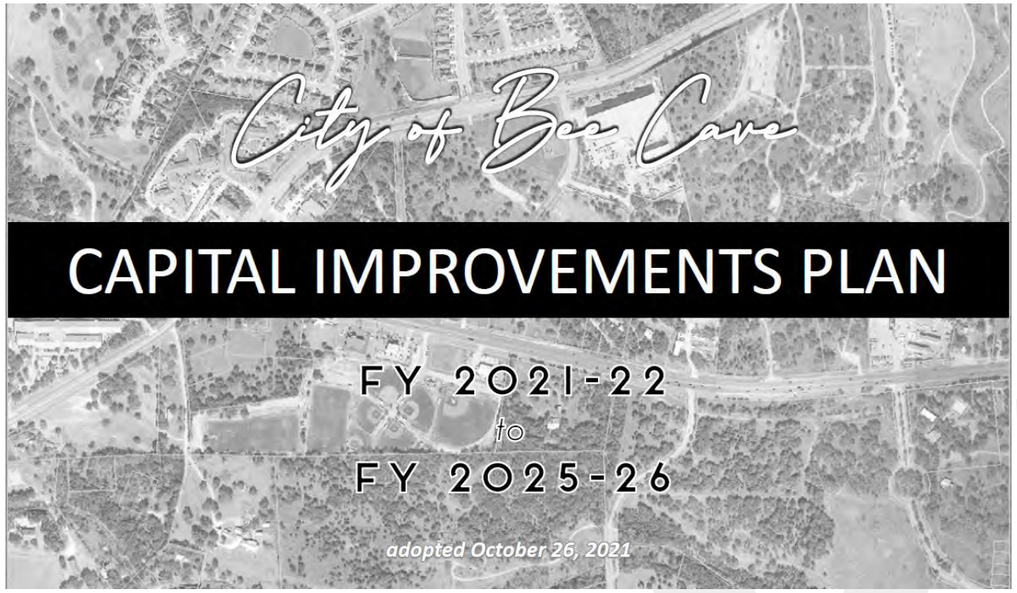
CURRENT PARK USE POLICY, CON'T

INTENTIONALLY LEFT BLANK

DRAFT

Excerpts from the Capital Improvements Plan

The City's adopted FY 21–22 to FY 25–26 Capital Improvements Plan was adopted in October 2021. A full copy of the Plan, as adopted, is available here. The excerpts contained in this spread pertain to implementation of Central Park improvements.



BUILDINGS AND FACILITIES PROJECTS

		COST EST*
PD.1	Police HQs Construction	$ 12,100,000 ($ 14,256,000)[1]
CH.1	City Hall Relocation	$ 13,750,000 ($ 16,192,000)[1]
LIB.1	Library Relocation	$ 15,000,000 ($ 15,720,000)[1]
BR.1	Brown Property Mast Plan, Infrastr, Initial Imp Earmark	$ 6,850,000 ($ 7,218,000)[1]
BCCP. 1	BCCP Ph 1 Infrastructure	$ 3,655,000 ($ 4,299,000)[1]
BCCP. 2	BCCP Ph 2 Infrastructure	$ 550,000 ($ 642,000)[1]
BCCP. 3	BCCP Maint Building	$ 775,000 ($ 907,000)[1]
BCCP. 4-9	BCCP physical programming earmark	$ 13,875,000[2] ($ 15,107,000)[1]
	4: Dog Park 5: Play-for-All/Splash Pad 6: Recreation Courts/Fitness Plaza 7: Teen Area 8: Disc Golf 9: Stage	
PA.1	Property Acquis. Earmark	$ 7,000,000 ($ 7,752,000)[1]

NOTES

1. Represents actual project cost plus projected interest.
2. Placeholder $ set-aside for programming during 5 year CIP period. NOT anticipated to cover all programming improvements. Completion of programming will either rely on additional funds not known today, but available in the future either within this CIP period or in future CIP periods.

PD POLICE STATION
CH CITY HALL RELOCATION
BCCP BEE CAVE CENTRAL PARK
LIB LIBRARY RELOCATION
BR BROWN PROPERTY
PA PROPERTY ACQUISITION

30

BCCP Phase 1 Infrastructure

- **Funding:** General Fund
- **Timing Factors:**
  - Create framework for implementation of programming.
  - Existing parking demand.

DESIGN

BCCP Maintenance Building

- **Funding:** General Fund
- **Timing Factors:**
  - Create framework for programming implementation
  - Improve efficiency park O&M asap

DESIGN

BCCP Ph 1 Infrastructure & Maintenance Building

- **Funding:** EDC Bond 1
- **Timing Factors:** **BOND**
  - Coordinate with BY construction
  - Create framework for implementation of programming.
  - Existing parking demand.

CONSTRUCTION

BCCP Physical Programming

- **Funding:** General Fund, Donations
- **Timing Factors:**
  - Set framework for design and implementation

DESIGN & PLANNING

Bee Cave Central Park Physical Programming

- **Funding:** General Fund, Donations
- **Timing Factors:** **BOND**
  - Set framework for design and implementation
  - Have community outreach data
  - NOT all amenities are anticipated to be built within this CIP period. Will be limited by available fundraising

PLANNING DESIGN, &CONSTRUCTION

City of Bee Cave

5 YEAR (2021 – 2026) CITY OF BEE CAVE CAPITAL IMPROVEMENT PROJECT DESCRIPTION

Project Name: Bee Cave Central Park Phase 1 Infrastructure	**Category:** Buildings/Facilities	**Project ID:** BF.BCCP.01

Department Responsible for Project:
Parks and Facilities

Estimated Total Project Cost:

Construction Cost	$3,580,000
Engineering/Survey /Environmental	$75,000
ROW/Easement Acquisition	
TOTAL	**$3,655,000**

Funding Source(s):
General Fund = $75,000
EDB Bond #1 = $3,580,000

Project Description:

Phase 1 of the Central Park Master Plan includes construction a two (2) lane park drive utilizing the existing connection to Bee Cave Parkway and adding two (2) new connection points to SH 71 and the future Backyard roadway to the west. The Phase 1 improvements include drives, parking areas, signage and striping, and associated stormwater, detention, and water quality (wet ponds) infrastructure.

Project Annual Cost Summary:

FY:	Phase Description[1]:	Projected Expenditures:	Comments:
21/22	Planning/Design	$75,000	
22/23	Construction	$3,580,000	
23/24			
24/25			
25/26			

1 – Implementation timeline and cost estimates to be inserted upon completion of the Master Plan

City of Bee Cave

5 YEAR (2021 – 2026) CITY OF BEE CAVE CAPITAL IMPROVEMENT PROJECT DESCRIPTION

Maintenance and Operations:

The demand will vary widely based on the outcome of the Park Master Planning process, but it is anticipated there will be substantially more demand on grounds maintenance than exists at the park today. As the park uses come online with future phases, it is certain there will be increased demand on administrative functions, the degree to which will vary widely as to whether the City intends to offer or facilitate the offering of programming—and the degree to which said program is coordinated through the City or in partnership with a third party(s).

Comprehensive Plan Reference(s):
Vision Statement Excerpts

Character of Bee Cave - *Bee Cave is balanced; in its array of residential and commercial land uses, in its housing choices, in the capacity of its utility and mobility systems and in its preserved open spaces, creeks, streams and other natural areas.*

Bee Cave is beautiful; with a unique and memorable design quality, tailored to our natural and cultural context; to compatible scale and harmonious building materials; to the aesthetic character and functionality of our roadway corridors; and is a self-sustaining community that is environmentally and economically healthy.

Bee Cave is connected; with our town center acting as a hub of commercial and civic activity and with a developing network of local roads, trails and sidewalks linking all community landmarks and neighborhoods.

Bee Cave is green and healthy, with an expanded network of parks, trails, recreational and sports facilities, and open spaces.

Sound Growth: Strengthening Our Form and Function *Priority is given to infrastructure systems that have undergone well-planned, staged expansion to serve and guide the City's growth.*

Parks, greenways, healthy water resources, stream corridors, a tree canopy and other natural resources protected and integrated into the fabric of the community and contributing to the community's health.

GOAL PR-1: Provide a comprehensive system of greenbelts with multi-use trails and parks that is compatible with the environment, provides green infrastructure benefits, and improves non-motorized connectivity throughout Bee Cave.

GOAL PR-3: Expand the role of parks and recreation in providing overall opportunities for improved community health, community events, including family-friendly programming and "things to do" in Bee Cave.

City of Bee Cave

5 YEAR (2021 – 2026) CITY OF BEE CAVE CAPITAL IMPROVEMENT PROJECT DESCRIPTION

Project Name: Bee Cave Central Park Phase 2 Infrastructure	**Category:** Buildings/Facilities	**Project ID:** BF.BCCP.02

Department Responsible for Project:

Parks and Facilities

Estimated Total Project Cost:

Construction Cost	$500,000
Engineering/Survey /Environmental	$50,000
ROW/Easement Acquisition	
TOTAL	**$550,000**

Funding Source(s):
General Fund = $50,000
City Bond #2 = $500,000

Project Description:

Phase 2 of the Central Park infrastructure includes a park drive connection to the Discount Tire road for access to RR 620 with associated parking and stormwater. Planning and design is estimated to begin Fiscal Year 23/24 with construction falling outside of this 5-year CIP window.

Project Annual Cost Summary:

FY:	Phase Description[1]:	Projected Expenditures:	Comments:
21/22			
22/23			
23/24	Planning/Design	$30,000	
24/25			
25/26			

1 – Implementation timeline and cost estimates to be inserted upon completion of the Master Plan

City of Bee Cave

5 YEAR (2021 – 2026) CITY OF BEE CAVE CAPITAL IMPROVEMENT PROJECT DESCRIPTION

Maintenance and Operations:

The demand will vary widely based on the outcome of the Park Master Planning process, but it is anticipated there will be substantially more demand on grounds maintenance than exists at the park today. As the park uses come online with future phases, it is certain there will be increased demand on administrative functions, the degree to which will vary widely as to whether the City intends to offer or facilitate the offering of programming—and the degree to which said program is coordinated through the City or in partnership with a third party(s).

Comprehensive Plan Reference(s):
Vision Statement Excerpts

Character of Bee Cave - *Bee Cave is balanced; in its array of residential and commercial land uses, in its housing choices, in the capacity of its utility and mobility systems and in its preserved open spaces, creeks, streams and other natural areas.*

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City Council Meeting
9/12/2023
Agenda Item Transmittal

Agenda Item:	**13.**
Agenda Title:	**Discuss and consider action to authorize staff to proceed with an RFQ for design services for Central Park.**
Council Action:	**Consideration & Approval**
Department:	**Administration**
Staff Contact:	**Clint Garza/Lindsey Oskoui/Chelsea Maldonado T&T Heery**

1. INTRODUCTION/PURPOSE

Discuss and consider action to authorize staff to proceed with an RFQ for design services for Central Park.

2. DESCRIPTION/JUSTIFICATION

a) Background

Staff has engaged in a collaboration effort to develop a Central Park Master Plan that has detailed how the park is currently used and seeks to respond to current park needs now and in the future. The Central Park Master Plan also addresses implementation of the master plan, which begins with the procurement of a qualified and highly competent Landscape Architect team to lead the design process through construction/development of the contemplated improvements. Early engagement of the Landscape Architect will allow for commencement of important design materials needed for funding pursuits.

b) Issues and Analysis

Staff is seeking council authorization to publish the attached RFQ, which will allow for the services of a design team to be secured for design of the Central Park improvements contemplated in the Bee Cave Central Park Master Plan (2023).

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Consideration & Approval

ATTACHMENTS:

	Description	Type
🗋	RFQ	Backup Material

Request for Qualifications

Bee Cave Central Park Improvements

Bee Cave Capital Improvement Plan 2021

August 23rd, 2023

DRAFT

Introduction:

Over the last twenty-seven months, the City of Bee Cave ("Owner") has engaged in a collaborative effort to develop a Bee Cave Central Park Master Plan that contemplates how the park is used now, and how it will be used in the future. This Central Park Master plan was adopted by Bee Cave City Council August 22nd, 2023. In summary, the Central Park Master Plan sets forth the goals and vision of the park that shall be implemented in the City's FY 21-22 to FY 25-26 Capital Improvements Plan.

The Central Park Master plan best introduces respondents to the project location, history, and goals. All are encouraged to consider the Master Plan in their submission.

The Central Park Master plan can be accessed at the link HERE (**Insert hyperlink with plan once approved by council**)

City of Bee Cave is issuing this Request for Qualifications to identify a landscape architecture consultant to join the Central Park Improvement Project and provide design services for the duration of planning, design, and construction.

Design Brief:

In addition to being responsive to the community's needs and desires, other elements we expect to be a part of a successful design for the park will include:

- Connectivity: Integrate Park connectivity with the comprehensive system of greenbelts and multi-use trails and parks both existing and forthcoming. Continue to improve non-motorized connectivity throughout Bee Cave. Foster a highly connected relationship with the new public library contemplated for the directly adjacent Revival Tract.
- Health: Decades of research indicate that close-to-home access to parks and trails can have significant positive impact on public health. Parks serve many different purposes including opportunities for physical and social interaction, helping children learn, and enjoy art and culture.
- Sustainability & Resiliency: The City shall continue to prioritize the native landscape, canopy trees, and creek water quality. The design shall incorporate Low Impact Design and green infrastructure.
- Community: Bee Cave Central Park shall continue to explore options for educational programming, events, festivals, and permanent/rotating activities and food options within the City's park and open spaces.

Project Details:

Turner & Townsend Heery, as Owner's Designated Representative ("ODR"), has been selected to assist The City of Bee Cave ("Owner") in overseeing the design and development of improvements at Bee Cave Central Park, 13676 Bee Cave Pkwy, Bee Cave, TX 78738. The City of Bee Cave and the ODR are issuing the Request for Qualifications (RFQ) for a Landscape Architecture ("LA") team to review the existing Central Park Master Plan and subsequently provide a conceptual design, design development documents, and construction documents for the park improvements. Design shall include but is not limited to infrastructure improvements such as utilities, storm water improvements, irrigation improvements, pedestrian/bike pathways, internal park vehicular circulation, parking areas, and relevant demo and site grading. Programmatic elements shall include but are not limited to an inclusive play area, sport courts, functional outdoor physical fitness area(s), a splash pad, relocation and improvement of a dog park, an outdoor community stage, pavilions, a memorial tree promenade, managed access to the creek, maintenance building, and all associated amenities such as restrooms, hydration areas, shade areas, lighting, signage, and art. The infrastructure and programmatic elements featured in the Central Park Master Plan are contemplated and are subject to change, inclusion, exclusion, or addition of other necessary elements.

The landscape architecture team will be expected to work closely with ODR, City of Bee Cave, and the City of Bee Cave community to review the existing Central Park Master Plan and provide design services through construction administration. The master plan will provide a vision for developing the entire 60-acre property and may rely on a multiphase approach for construction development. The selected landscape architect will work with an owner procured representative from a construction firm to vet costs, provide preliminary cost estimates to inform budgets, and be expected to include this individual(s) in design meetings to ensure the final deliverable for park design is constructable with the budget proposed.

The landscape architecture team will be an active participant in City of Bee Cave's community engagement work which will ensure the schematic and final design is reflective of the community's vision for their new park. This participation may include:

- Attending community, City Council, Economic Development Corporation, and other Board meetings as requested
- Creating and providing maps, graphics, example images, and renderings

- Locally released online survey with data summary

The team will also be expected to work with other non-profit partners contributing to the park design and development. This could include but is not limited to: grant writer(s), fundraising consultants, conservancy board, or city volunteer non-profit partners such as the Economic Development Council.

Considering the park's significant tree canopy and creek frontage, the design should place a high priority on environmental impact and restoration.

Roles and Responsibilities

City of Bee Cave staff and ODR will participate throughout the design process and will provide review and approvals to ensure the design meets department standards, including tree care, riparian design, and more. The City of Bee Cave City Council will have final approval authority of the park's final master plan and subsequent final design as developed by the Landscape Architect.

The selected landscape architecture consultant will be responsible for reviewing the park master plan and subsequent design that is responsive to the priorities and directives from The City of Bee Cave and incorporates community input. The consultant will be responsible for managing sub-consultants and any necessary partners to achieve the final design, including civil engineers, surveyors, etc. The Landscape Architect shall, with the assistance of the ODR, collaborate with the selected contractor and owner-retained 3rd party consultants to perform constructability reviews, cost estimations, permitting, GMP or bidding solicitation, and all other duties to ensure a successful design and construction process.

Collaborative Design Approach: City of Bee Cave takes a collaborative approach to ensure the success and maximum benefit to the community in our work. The successful applicant will work in collaboration with various partners and agencies involved with the project, including the flexibility to add new partners as the project evolves. Partner organizations may include other specialty design consultants, environmental groups and organizations, community organizations, artistic groups, etc. City of Bee Cave and the ODR will be responsible for coordinating these organizations as a team and the selected consultant will be required to incorporate elements from these organizations.

Scope of Work Summary

Essential tasks and deliverables for the landscape architecture consultant include:

1. Master Plan Review and Subsequent Design
    a. Design should be based upon priorities, objectives, and goals determined by City of Bee Cave
    b. Design should include responsive civil and infrastructure designs with Owner goals in mind.
    c. Design should include concepts for park programming
    d. Design should plan for the phased development of the park
        - *Phasing of funding or construction logistics may require specific park elements to be designed and constructed separately from the master design*
        - *Design may prioritize infrastructure elements as phase I of development*
    e. Coordination with City selected construction representative to assist with cost estimating, constructability, and feasibility for park master plan, including phases.
    f. Consultant should work with a cost estimator, whether via construction representative or retained consultant to ensure that subsequent design phases are on-budget.
2. Leading Design Process
    a. Attend goal setting and project kick-off meeting
    b. Facilitate and coordinate regular design team meetings with participation by ODR, City of Bee Cave staff, park department staff, and other project partners
3. Due Diligence
    a. Visit property and review background material and data to become familiar with the site and city.
    b. Perform topographic survey, utility survey, and survey of existing conditions
4. Community Engagement
    a. Attending community, City Council, Economic Development Corporation, and other Board meetings as requested
    b. Create and providing maps, graphics, example images, and renderings
    c. Prepare locally released online survey with data summary
5. Material Preparation
    a. Develop a park image, logo, and associated wayfinding – either produced by LA and consulting or via Owner-retained branding consultant.

b. Produce and provide to City of Bee Cave any documents, handouts, graphics, slide presentations, and other materials required for city approval of park design.

We anticipate that teams submitting proposals will have expertise in:

- landscape architecture
- community engagement
- play environment design
- environmental education
- riparian and environmental design
- cost estimation
- road design
- low impact development
- dog park design
- sport courts
- splash pads
- dark sky lighting
- multi-use paths
- placemaking
- structural
- storm water
- pavilions
- stage design
- maintenance facility design
- any other professional services needed to develop the design
- delivering projects that are sensitive to community needs
- delivering projects on-time and on-budget

Estimated Project Schedule

2023-2024 Dates	Item	Example Deliverable
October 1.5mo.	Discovery & Programming	Master Plan Reviewed and Programming Validated & Confirmed
December 2.25mo.	Schematic Design	Schematic Design Complete – SD Estimate Performed
April 4mo.	Design Development	DD Documents Complete – DD Estimate Performed
July 3mo.	Construction Documents	CD Documents Complete – Prepping IFC

**Dates are estimates and subject to change & input from design*

Request for Proposal Format

Please Include the following in your proposal:

1. **Architect Introduction and Letter of Interest:**
    a. This document shall be restricted to 2-letter size pages in length. This document shall be in essay form that allows personal expression as to:
        i. Why do you believe your firm is aptly suited to recommend a multi-disciplinary design team, as well as performing customary architectural services for the Bee Cave Central Park Improvements Design?
        ii. What value-added qualities or attributes does your firm possess that would render superior performance on your services for the City of Bee Cave?
        iii. Identify specific, verifiable instances in which other clients have benefitted as a result of your association with their design program.

2. **Firm Background Information:**
    a. Provide a firm overview including the following:
        i. Firm Name
        ii. Address
        iii. City, State, Zip
        iv. Contact information for two primary representatives from your firm
        v. Type of Firm (Corporation, Partnership, Sole Proprietorship, Joint Venture)
        vi. Federal Employer Identification Number
        vii. Year Firm was established
        viii. Years in Business under its present name
        ix. All other names by which your organization has been known
        x. The length of time known by each name

3. **Project Team:**
    a. Provide resumes of the principal individuals who will be directly responsible for this project. Indicate for each principal team member:
        i. The specific role each person will play for the duration of the contract.
        ii. The number of years of experience
        iii. The supervisory responsibilities
        iv. A list of relevant project experience

v. Indicate whether the proposed team members have previously worked together, and on what projects.

b. Provide a recommended design team, including in house and consultants. The City of Bee Cave shall not require that you include or exclude specific consultants, but rather wishes to review the respondents recommended staffing and consulting plan based on information provided in this RFQ.
   i. Identify what disciplines your firm provides in-house and which disciplines will be provided by a consultant.
   ii. Please provide a firm overview and experience list for each consultant, as well as the number of years your firm has worked with each consultant.

4. **Scope of Work:**
   a. Detailed scope of work based on project description, scope of work, and timeline stated above including deliverables schedule
   b. List assumptions and exclusions
   c. List additional project scope and services that your team could provide
   d. Short summary of your project approach as it applies to this project.

5. **Relevant Project Experience & References:**
   a. Provide a detailed overview of at least three (3), and not more than five (5) recent projects similar in scope to the Bee Cave Central Park Project, completed in the last fifteen (15) years. Provide the following information for each project:
      i. Project name
      ii. Location with address
      iii. Client name (complete with agency name, contact person, address, and phone). This should be the person whom you have done business with on each of the projects listed.
      iv. Estimated and final project cost
      v. Statement indicating source of funding (Bond, Grant, Fundraising)
   b. Two client references of your choosing with project description, relevancy to this project, budget and timeline, and primary contact and phone number/email.

Evaluation Process

The selection process consists of evaluation of responses to this RFQ, establishing a short-list of teams to be interviewed by the Selection Committee, references, and demonstrated ability to deliver projects on-time and on-budget. The Committee consists of Turner & Townsend Heery ODR staff and City of Bee Cave staff including Parks and Facilities Staff.

City of Bee Cave and ODR will review and evaluate proposals based on the following criteria:

- Responding Firm's Understanding of the Project and ability to provide design solutions compatible with the City of Bee Cave's goals for Central Park – 25%
- Project Design Delivery Team Recommendations – 20%
- Demonstrated experience in designing innovative and engaging public spaces – 15%
- Relevant project experience indicating scope alignment, including familiarity with fundraising, grants, and variety of funding methods with requirements and regulations. – 15%
- Responding Firm's Scope of Work Statement – 15%
- Relevant References – 10%

Once we have reviewed proposals, the ODR will invite the shortlisted firms for interviews with our partners before making a final decision.

Questions, Submission, and Additional Requirements:

Pre-Proposal Conference:

A Pre-Proposal Conference will be held online on XXXXX, 2023 at TIME. CT. The purpose of this conference will be to address questions from interested parties early in the submittal process. Contact Chelsea Maldonado at 512.743.8462 via call/text or chelsea.maldonado@turntown.com to register no later TIME. CT XXXXX, 2023. Attendance at this meeting is not mandatory, but strongly encouraged.

Please direct questions regarding this RFQ to Chelsea Maldonado – *Project Manager* by XXXXX, 2023**.** All questions and answers will be compiled into one document that will shared with all proposers via the City of Bee Cave website by xxxxxx, 2023

Direct all questions and inquires by **email only** to:

Chelsea.maldonado@turntown.com

The ODR shall be the sole point of contact. Any inquires or questions directed at city staff not disclosed to the ODR, may result in disqualification of your submission.

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

Submission:

Submittals should be sealed in an envelope marked with "RFQ – Landscape Architectural Services – Bee Cave Central Park" on the outside of the envelope. The submittal envelope must also have the Consultant's name and complete return address on the outside of the envelope.

All interested firms must submit two (2) copies of their qualifications and one electronic PDF copy via USB drive, no later than 2:00 p.m., on XXXXXXXX, addressed to:
Bee Cave City Hall
4000 Galleria Parkway
Bee Cave, TX 78738
Attn of: Kaylynn Holloway, City Secretary

For questions or inquires regarding delivery, or drop off:
Kaylynn Holloway
512.767.6641
kholloway@beecavetexas.gov

Supplemental Information – Submittals:

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

2. Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be posted by the Owner on the City website as addenda. It is the responsibility of all respondents to obtain this information in a timely manner. All such addenda issued by the Owner before the qualifications are due, are considered to be part of the RFQ, and respondents shall acknowledge receipt of each additional addendum in its qualifications. Respondents shall consider only those clarifications and interpretations that the Owner issues by addenda prior to the deadline listed below. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing qualifications.

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

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

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

6. Any contract resulting from this solicitation will be in the form a standard AIA Owner/Architect contract (B101/A201) with modifications by the City and as negotiated with the selected firm.

7. A selection committee will review all submittals. During the selection process, the committee reserves the right, where it may serve the City's best interest, to request additional information or clarification from responders. After review of submittals and prior to final ranking, the committee may, at its discretion, select a firm or conduct interviews with the short-listed firm(s). The Committee's decision will be submitted to the City Council for consideration. The City Council's

decision on the recommended firms are ratified by minute order and will include instruction to staff to begin contract negotiations with the "top" ranked firm.

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

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

RFQ Timeline (Estimated):

RFQ Issued:	xxxxxx, 2023
Deadline for Submittal of questions:	xxxxxx, 2023
RFQ Submittal Deadline:	xxxxxx, 2023
Evaluation Process Completed:	xxxxxxx, 2023
City Staff Conducts Interview(if required)	xxxxxxx, 2023
City Council Authorizes Staff to Negotiate Contract	xxxxxx, 2023*

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

THE CITY OF BEE CAVE, TEXAS
RESERVATION OF RIGHTS

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

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

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

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

IV. Extend the RFQ submittal due date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Resources:

Please review the attached resources for background information about the project:

- City of Bee Cave Central Park Master Plan 2023 ***INSERT LINK WHEN FINAL APPROVAL IS COMPLETE***
- Existing Site Photos

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City Council Meeting
9/12/2023
Agenda Item Transmittal

Agenda Item:	**14.**
Agenda Title:	**Discuss and consider action to adopt the new Bee Cave Logo.**
Council Action:	**Approve**
Department:	**Administration**
Staff Contact:	**Jenny Hoff, Communications Director**

1. INTRODUCTION/PURPOSE

The city of Bee Cave has completed their re-branding effort with North Star. This would be an opportunity for council to officially approve the logo and strapline.

2. DESCRIPTION/JUSTIFICATION

a) Background

Through extensive research within the community and a sub-committee, the sub committee established a new logo and strapline for the City of Bee Cave. The entire brand roll out would take 2-3 years.

b) Issues and Analysis

For brand continuity sake, council should consider what brand policies they want to decide on in regards to brand deviations to the logo.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
Bee Cave Condensed Branding Report	Cover Memo

Bee Cave Final Creative Presentation

July 2023

Executive Summary

North Star conducted research to identify what differentiates Bee Cave from competitors. We set out to learn the perceptions and beliefs of stakeholders and influencers as well as understand the competitive situation. North Star then worked collaboratively with Bee Cave to determine a strategy to guide the branding of the City.

Strengths: Bee Cave is located on the scenic Hill Country side of the Austin metro area with expansive views of sunsets and natural beauty. The community enjoys a higher quality of life than most due to its stellar schools and public safety. The city administration invests in that quality of life with parks, trails, and community events. With the Hill Country Galleria and independent operators across the community, the retail product draws many visitors, particularly those seeking a high level of service and hospitality. High achievers and high earners are attracted by the comfortable, active lifestyle and lower property taxes.

Challenges: Fast growing communities like Bee Cave face similar challenges with infrastructure and services keeping up with that growth — namely constraining and confounding traffic. While low property taxes are celebrated by many, it puts undue tax burden on just the sales tax. With this project, Bee Cave is addressing the challenge of the region's lack of awareness about the community as a place to live, visit, or do business. Research revealed that some would add culture, entertainment (live music), and destination dining to the community. Some are concerned about the rising cost of living including a lack of reasonably affordable housing. This exacerbates the problem that many cannot afford to live in Bee Cave, so the businesses struggle for a nearby, reliable workforce.

Executive Summary

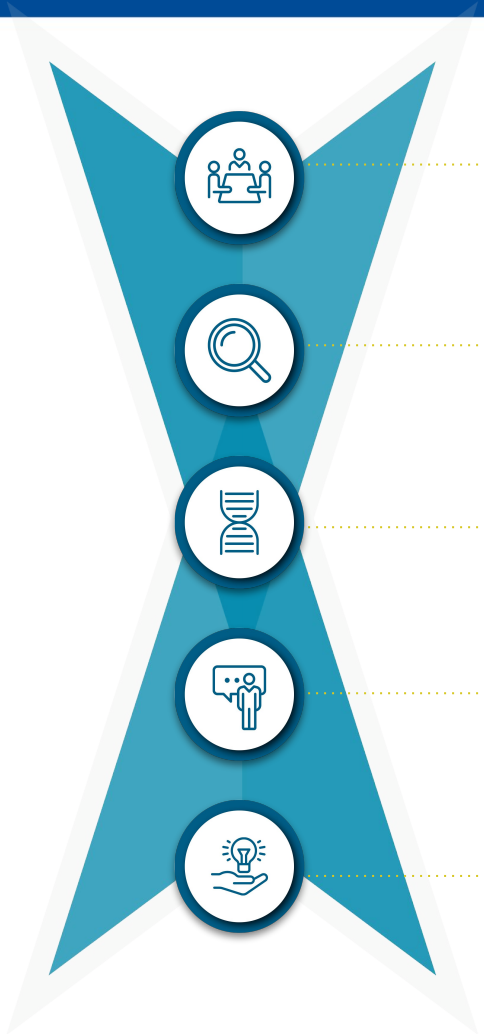
Opportunities: Key to Bee Cave's reputation is a consistent and cohesive message, so regional audiences know everything that the community offers residents and visitors. Retail, dining, and outdoor recreation are great attractors from which Bee Cave can introduce itself to those unfamiliar. People need to understand the experiences that the community presents. This effort can also impact a stronger sense of place for Bee Cave so advocacy and word of mouth increase. Adding music and entertainment and expanding retail and dining will serve as a strong foundation on which to build awareness. Bee Cave should protect and celebrate its vistas towards the beautiful Hill Country. They are likely the views people expected to have from Austin. Also of note is the responsive government as a benefit to residents and businesses alike. The city's commitment to a greater quality of life from schools to safety to parks will continue to attract interest and regard.

Summary: Bee Cave is perfectly situated in the Austin region to enjoy great arts and entertainment AND the peace and beauty of the scenic Hill Country of Central Texas. With some of the best schools in the region, families are drawn to this smaller community just west of the state capital. The community has been deliberate in curating a quality of life that is unmatched in the region. Beautiful vistas, great parks, safe streets, great schools, a dynamic business community, and great dining and retail combine to create lifestyles that appeal to residents, outdoor enthusiasts, retail hunters, and more. You can enjoy a lifestyle that you have dreamed of as a visitor or a resident. You're going to want to tell people about it. The standards and service available here are what you have been missing.

How did we uncover the brand for Bee Cave?

North Star moves from research to strategy to creativity to action.

BrandPrint Process



- Stakeholder & Community Education
- Insight Gathering & Research
- DNA & Strategy Formation
- Creative Brand & Message Development
- Brand Action Ideas

Research

Research Instruments

- Situation Analysis
- Research and Planning Audit
- Site Visit:
  - Familiarization Tour
  - Stakeholder/Resident Interviews
  - Focus Groups
  - Undercover Interviews
- Community Survey (Residents)
- Brand Barometer (Residents)
- Consumer Awareness and Perception Study (Quantitative)
- External Influencer Perception Study (Qualitative)
- Competitive Positioning Review

Research by the Numbers

60+ Site Visit Conversations: intercepts, focus groups, interviews & calls

378 Community Survey Respondents

13 External Perception Calls

300 External Consumer Respondents

= More than **751** unique inputs during the research

Community Survey

Community Survey

Purpose

The purpose of the Online Community Survey is to gain a quantitative measure of the community's perceptions of
Bee Cave.

Methodology + Results

North Star developed an online survey informed by the results of the qualitative Site Visit conversations. Most questions were multiple choice, allowing for a quantitative measure of resident perceptions. Community members were encouraged to participate after the survey was posted on the brand website and publicized in local media.

378 survey responses were collected for this survey, allowing for a Margin of Error of **±5.04%** at the **95%** confidence level.

Please refer to **Appendix A** on the Google Drive for the complete Online Community Survey results.

Community Survey

What do people not know about Bee Cave that they should know?
What are its hidden gems?

1. *Parks and trails*
2. *Family friendly*
3. *Natural beauty*

Other top answers include (in order of frequency):
Galleria shops & events, Convenient location, Restaurants,
Small town charm, Schools, Low taxes

Community Survey

What distinguishes Bee Cave from other nearby communities in the Austin area?

The Hill Country Galleria

- *"It has an urban feel with shopping, City Hall, the library, great outdoor activities, and restaurants all within a few minutes of each other. It's not a suburb like the others—it's a true city."*
- *"The Galleria and its unique events such as the light art festival and free live music in October"*
- *"We have a jewel with the Hill country galleria, but we need to bring more major retail chain stores."*

Convenient Location

- *"I think the location just makes it so easy to access everything that is great about the Austin area, AND you can stay local and have your needs met."*
- *"A little more affordable, but farther out from Austin. Still kind of rural and beautiful."*
- *"Far enough away from craziness but close enough to everything you need"*

Beautiful Views & Natural Assets

"Beautiful, rolling hills and spacious neighborhoods"

"It's located on 71 and has a huge dedicated natural area with parks and amenities."

"Hill country, nature, and wildlife is beautiful. But it isn't being preserved well."

Lower Taxes

"Low property taxes, people focused government, and ample revenues for needed services"

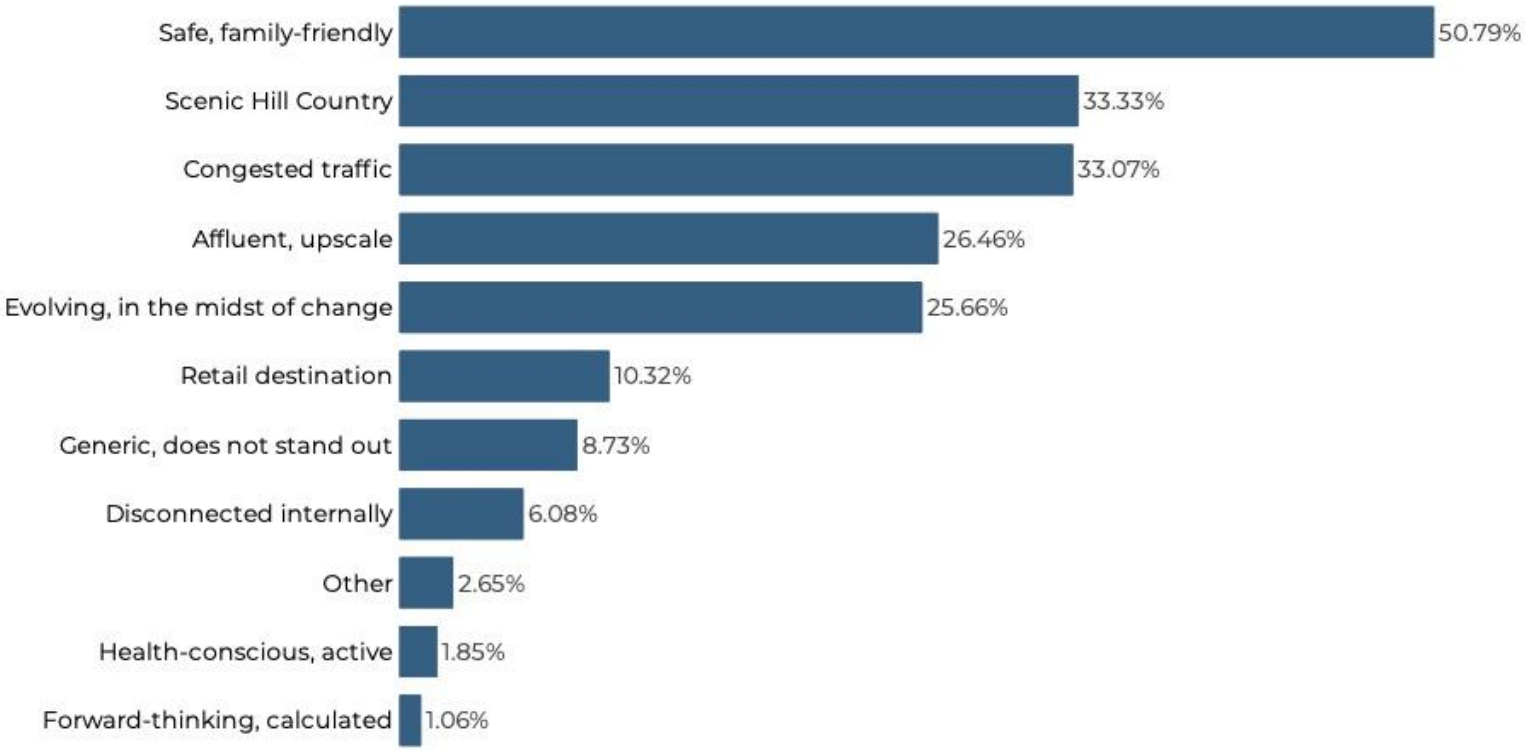
Small Town Feel

"The mix of people, property, and amenities that make it feel like a small town but with convenient access to entertainment, restaurants, and parks"

"It has more diversity than nearby cities and still has a small town feel."

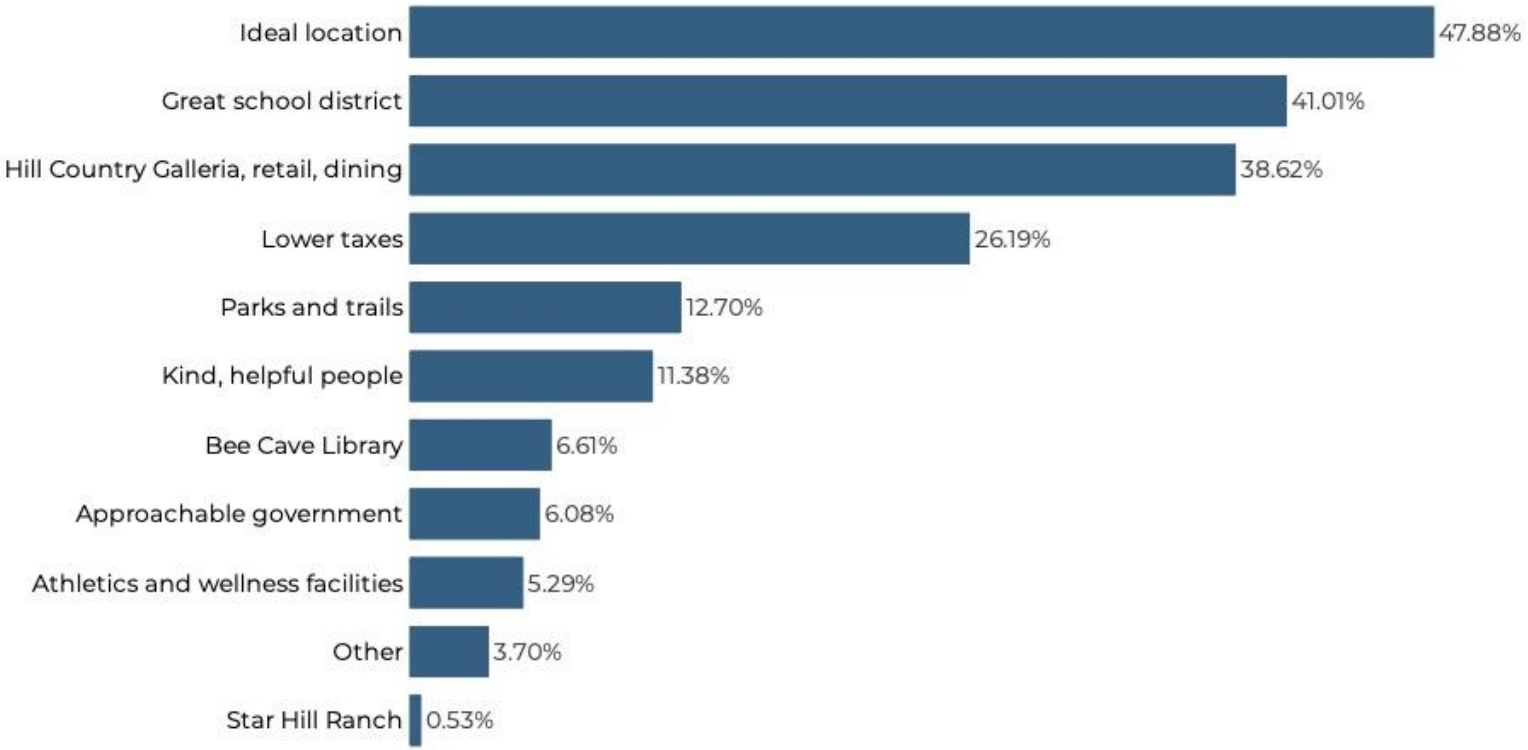
Community Survey

Which of the following are the best descriptors for Bee Cave?
Choose two answers.



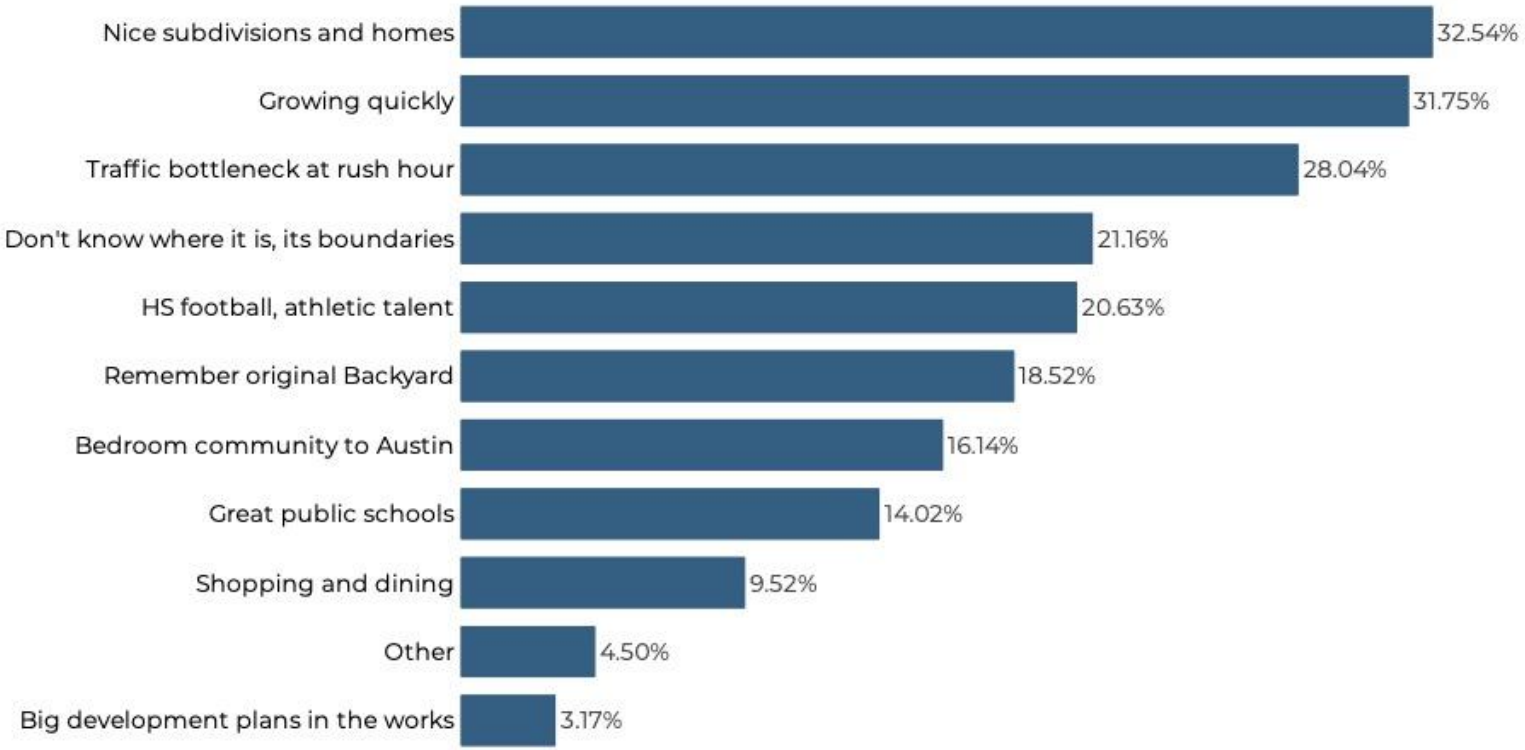
Community Survey

In your opinion, what are Bee Caves two greatest assets?
Choose two answers.



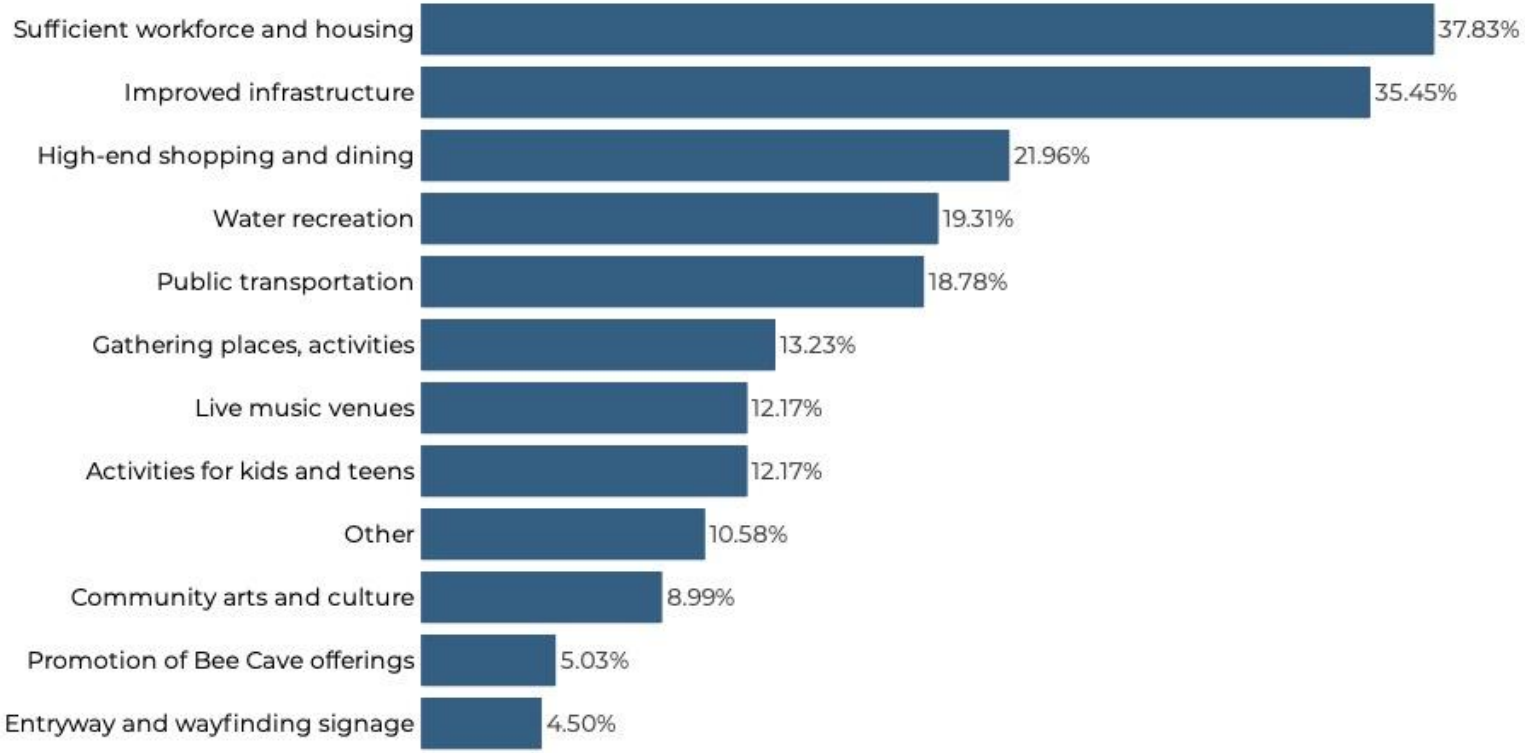
Community Survey

How do people throughout Travis County and beyond (non-residents of Bee Cave describe Bee Cave?
Choose two answers.



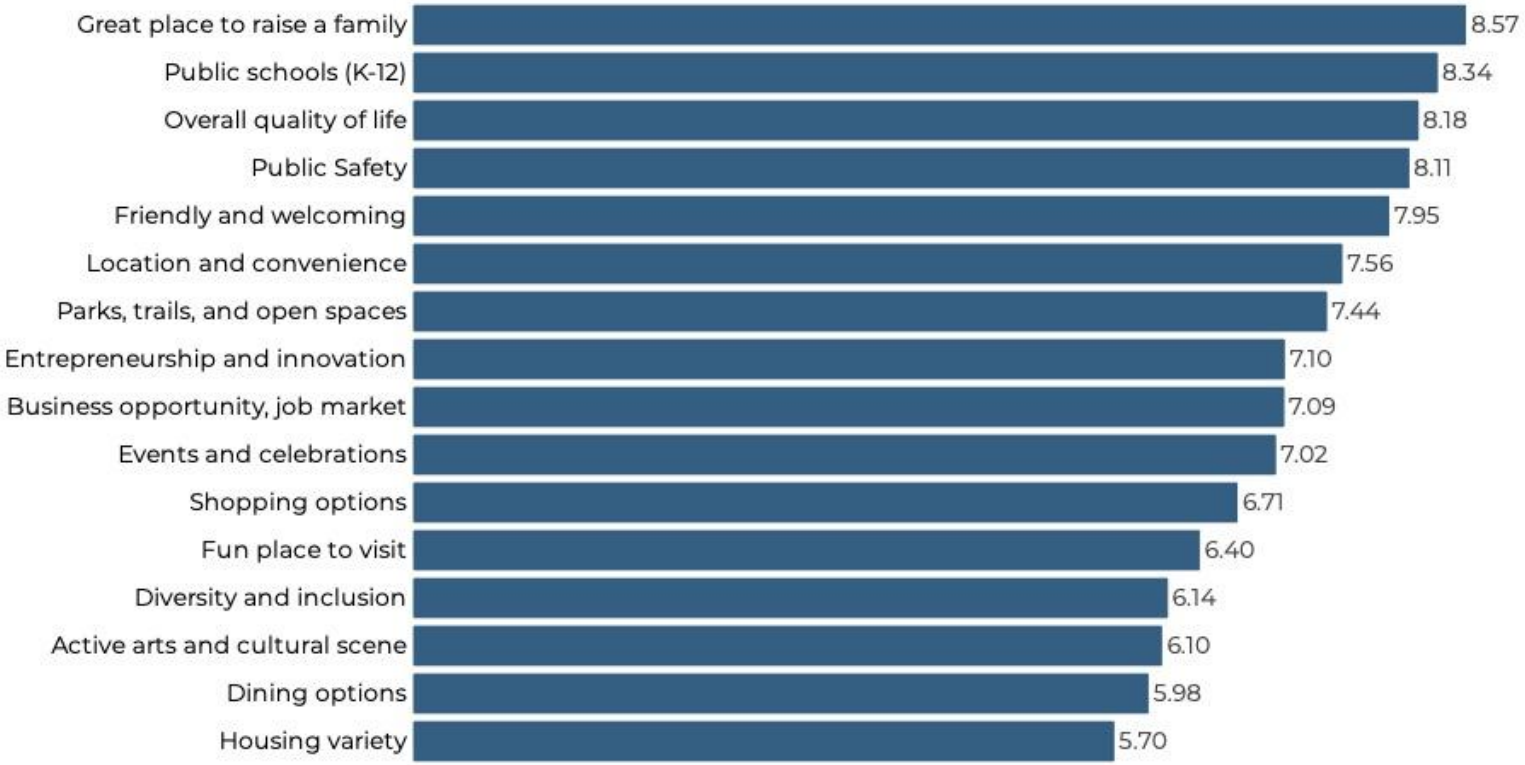
Community Survey

In your opinion, what is missing in Bee Cave?
Choose two answers.



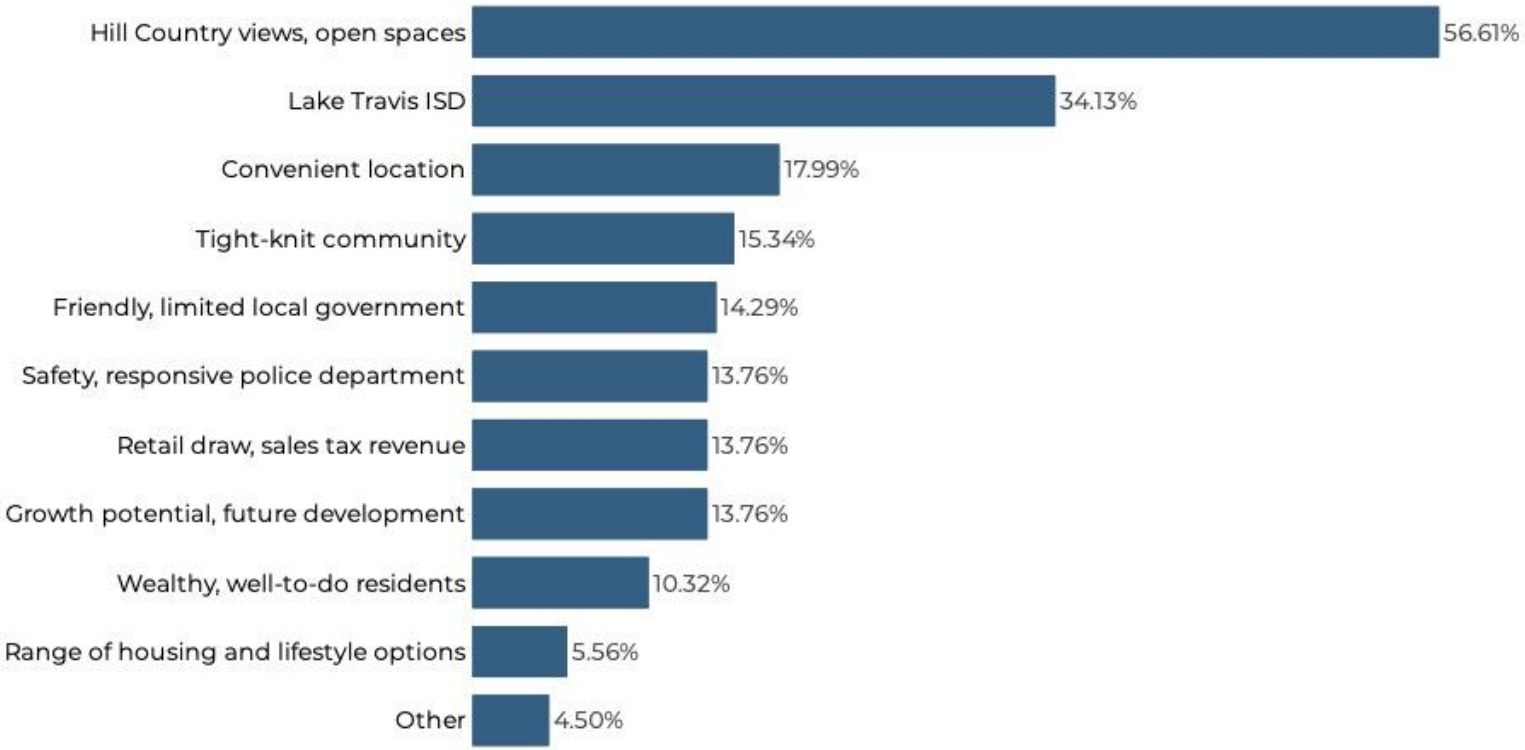
Community Survey

In your opinion, please rate the following Bee Cave attributes and characteristics on a scale from 1–10, where 1 is "Poor" and 10 is "Excellent."



Community Survey

In your opinion, what two things are most important to Bee Cave's identity as a community (without these, Bee Cave is not Bee Cave)?
Choose two answers.



External Qualitative Data

Influencer Perception Study

NORTH STAR
PLACE BRANDING + MARKETING

EXTERNAL Influencer Perception Study

EXTERNAL PERCEPTIONS

Assets	Challenges	Missing	Opportunities
Affluent lifestyle	High cost of living, expensive	Diversity	Talent pool
Scenic beauty	Congestion, traffic	Service workforce	Retail destination
Hill Country Galleria	Sales tax burden	Mixed income housing	Food scene
Schools	Service workers can't afford it	Infrastructure that keeps up	Spanish Oaks
Potential	Transportation costs	Awareness	Growth potential
Family focus		Entertainment	Room to grow
Dining		Public transit	Remote workers
Low property tax			High level of service, lifestyle
Golf			

Strategy

Bee Cave DNA Platform Statement

Target Audience:	*For those drawn to Austin but preferring a Hill Country vista,*
Frame of Reference:	*Bee Cave, at the center of the Lake Travis ISD,*
Point-of-Difference:	*is an active, affluent, and agile community investing in a preferred quality of life (residents, retail, recreation)*
Benefit:	*that rewards you with the lifestyle you've dreamed of for an afternoon or ever after.*

Logo & Strapline

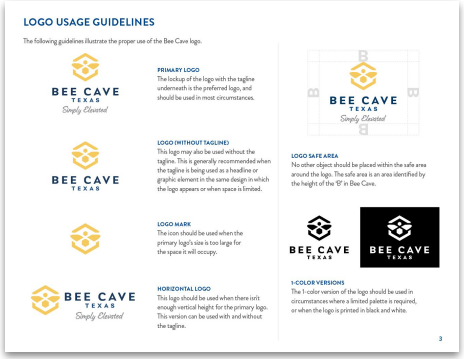
Bee Cave Logo & Strapline

BEE CAVE
TEXAS

Simply Elevated

Bee Cave Color Palette

Bee Cave Brand Standards



LOGO USAGE GUIDELINES

The following guidelines illustrate the proper use of the Bee Cave logo.

PRIMARY LOGO
The lockup of the logo with the tagline underneath is the preferred logo, and should be used in most circumstances.

LOGO (WITHOUT TAGLINE)
This logo may also be used without the tagline. This is generally recommended when the tagline is being used as a headline or graphic element in the same design in which the logo appears or when space is limited.

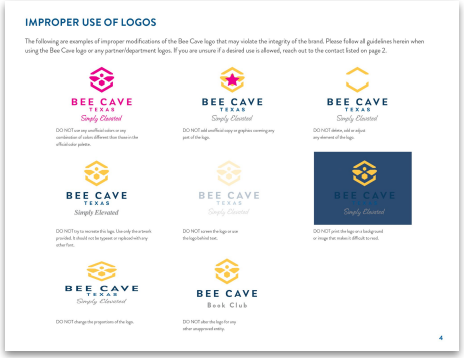
LOGO MARK
The icon should be used when the primary logo's size is too large for the space it will occupy.

HORIZONTAL LOGO
This logo should be used when there isn't enough vertical height for the primary logo. This version can be used with and without the tagline.

LOGO SAFE AREA
No other object should be placed within the safe area around the logo. The safe area is an area identified by the height of the 'B' in Bee Cave.

1-COLOR VERSIONS
The 1-color version of the logo should be used in circumstances where a limited palette is required, or when the logo is printed in black and white.

3



IMPROPER USE OF LOGOS

The following are examples of improper modifications of the Bee Cave logo that may violate the integrity of the brand. Please follow all guidelines herein when using the Bee Cave logo or any partner/department logo. If you are unsure if a desired use is allowed, reach out to the contact listed on page 2.

DO NOT use any unofficial colors or any combination of colors different than those in the official color palette.

DO NOT add unofficial copy or graphics covering any part of the logo.

DO NOT distort, add or adjust any element of the logo.

DO NOT try to recreate this logo. Use only the artwork provided. It should not be typeset or replicated in any other font.

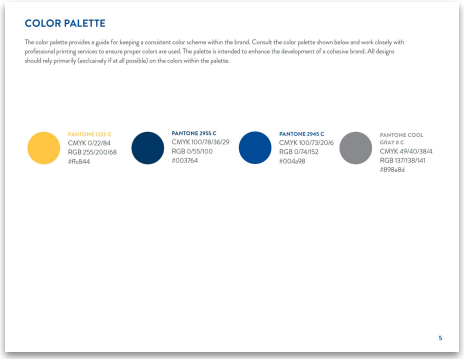
DO NOT use on the logo or use the logo behind text.

DO NOT print the logo on a background or image that makes it difficult to read.

DO NOT change the proportions of the logo.

DO NOT alter the logo for any other unapproved entity.

4

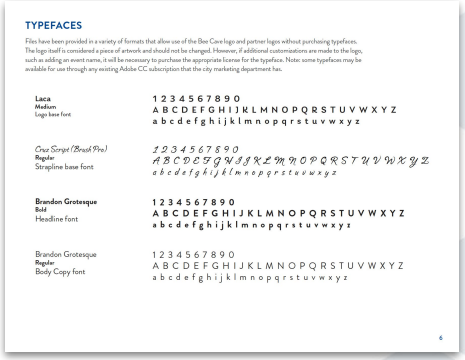


COLOR PALETTE

The color palette provides a guide for keeping a consistent color scheme within the brand. Consult the color palette shown below and work closely with professional printing services to ensure proper colors are used. The palette is intended to enhance the development of a cohesive brand. All designs should rely primarily (exclusively if at all possible) on the colors within the palette.

PANTONE 1235 C CMYK 0/22/84 RGB 255/200/68 #ffc844	**PANTONE 2955 C** CMYK 100/78/36/29 RGB 0/55/110 #003764	**PANTONE 2945 C** CMYK 100/73/20/6 RGB 0/94/152 #005e98	PANTONE COOL GRAY 8 C CMYK 49/40/38/4 RGB 137/138/141 #898a8d

5



TYPEFACES

Files have been provided in a variety of formats that allow use of the Bee Cave logo and partner logos without purchasing typefaces. The logo itself is considered a piece of artwork and should not be changed. However, if additional customizations are made to the logo, such as adding an event name, it will be necessary to purchase the appropriate license for the typeface. Note: some typefaces may be available for use through any existing Adobe CC subscription that the city marketing department has.

Laca
Medium
Logo base font

1 2 3 4 5 6 7 8 9 0
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z

Cruz Script (Brush Pro)
Regular
Strapline base font

1 2 3 4 5 6 7 8 9 0
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z

Brandon Grotesque
Bold
Headline font

1 2 3 4 5 6 7 8 9 0
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z

Brandon Grotesque
Regular
Body Copy font

1 2 3 4 5 6 7 8 9 0
A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
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6

Visual Direction

Visual Direction

City of Bee Cave
Brand Executions

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See what the buzz is about.
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beecavetexas.gov

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4000 Galleria Parkway | Bee Cave, TX 78738 | 512.767.6600 | beecavetexas.gov
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TEXAS
4000 Galleria Parkway
Bee Cave, TX 78738
BEE CAVE
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4000 Galleria Parkway
Bee Cave, TX 78738
BEE CAVE
TEXAS
John Doe
Title Goes Here
4000 Galleria Parkway
Bee Cave, TX 78738
John.Doe@beecavetexas.gov
O: 512.767.6600
T: 098.765.4321
beecavetexas.gov
Simply Elevated

BEE CAVE
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YOUR SHOPPING EXPERIENCE
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QUALITY OF LIFE
BEE CAVE TEXAS
BUSINESS DEVELOPMENT
BEE CAVE TEXAS
TALENT & DEMOGRAPHICS
BEE CAVE TEXAS
BUSINESS ELEVATED
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Government Organization

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Welcome! Announcements Entrepreneurs Community/ Recreation

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BEES MAKE HONEY
BEER CAN BE MADE WITH HONEY
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CLOVER HONEY
Simply Elevated Honey from
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HILL
COUNTRY
GALLERIA
STOP
BEE CAVE
SCULPTURE PARK
Children's
Playarium
Pond
Permanent
Sculpture
Seasonal
Sculpture
welcome to
DOWNTOWN
BEE CAVE

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TO BEE.
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TEXAS

BEE CAVE
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Thank you Bee Cave!

City Council Meeting
9/12/2023
Agenda Item Transmittal

Agenda Item:	**15.**
Agenda Title:	**Discuss and consider action on the appointment of members to the Bee Cave Development Corporation.**
Council Action:	**Appoint members**
Department:	**City Secretary**
Staff Contact:	**Kaylynn Holloway, City Secretary**

1. INTRODUCTION/PURPOSE

To discuss and consider action on the appointment of members to the Development Corporation Board of Directors.

2. DESCRIPTION/JUSTIFICATION

a) Background

The Development Corporation Bylaws provide for the Board to be composed of seven (7) persons who are either a resident of the City or a resident of Travis County. No more than four (4) of the seven (7) directors may be members of the governing body of the City. Director(s) who are members of the governing body of the City may not serve as an officer in the Corporation.

b) Issues and Analysis

Director Alvarado, Position 1, Director Dashtara, Position 3, and Director Hight, Position 5, have terms that expire in October 2023. They have all indicated that they would like to continue to serve.

A roster of the current members is also attached.

An item will be placed on the next Board agenda for the selection of officers.

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.

Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

Directors' terms begin on the fourth Tuesday of September of each year, unless changed by resolution of the Board.

5. RECOMMENDATION

Appoint Members

ATTACHMENTS:

Description	Type
Roster of current members	Backup Material

BEE CAVE DEVELOPMENT BOARD (2023 - 2024)		
Name and Address	***Position/Term***	***Contact Information***
Christian Alvarado	Position 1/ October 2023	calvarado@beecavetexas.gov
Victoria Winburne	Position 2 October 2024	vwinburne@beecavetexas.gov
John Dashtara	Position 3/ October 2023	jdashtara@beecavetexas.gov
Quinn Gormley	Position 4/ October 2024	qgormley@beecavetexas.gov
Kevin Hight	Position 5/ October 2023	khight@beecavetexas.gov
Tony Lockridge	Position 6/ October 2024	tlockridge@beecavetexas.gov
Christy Black	Position 7/ October 2024	cblack@beecavetexas.gov

June 2023

City Council Meeting
9/12/2023
Agenda Item Transmittal

Agenda Item:	**16.A.**
Agenda Title:	**Consultation with Attorney regarding pending litigation styled Citizens for Preservation of The Brown Property v. City of Bee Cave.**
Council Action:	
Department:	**City Manager**
Staff Contact:	**Clint Garza, City Manager**

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

City Council Meeting
9/12/2023
Agenda Item Transmittal

City Council Meeting
9/12/2023
Agenda Item Transmittal

Agenda Item:	**16.C.**
Agenda Title:	**Personnel – Board and Commission member appointments for: Bee Cave Development Corporation.**
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
9/12/2023
Agenda Item Transmittal