AGENDA

Regular Meeting

City Council

Tuesday, January 9, 2024

6:00 PM, City Hall

4000 Galleria Parkway

Bee Cave, Texas 78738-3104

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

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

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

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

6. Staff Comments

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

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

7. Consider approval of the minutes of the Regular Session conducted on December 12, 2023.

8. Discuss and consider action on Resolution No. 2024-01 supporting an Advanced Funding Agreement with TXDOT for design of improvements at the SH 71 & RM 3238 intersection.

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

10. Discuss and consider action to authorize staff to proceed with an RFQ for Construction Manager-at-Risk for Central Park Improvements Project.

11. Discuss and consider action to authorize staff to proceed with contract negotiations with OJB for Landscape Architect Design Services for Central Park Improvements Project.

12. Discuss and consider action to authorize the City Manager to purchase traffic signal radar detection equipment.

13. Discuss and consider action on Ordinance No. 524 calling a Bee Cave General Election for May 4, 2024.

    Discutir y considerar tomar acción tocante la Ordenanza No. 524, una ordenanza para convocar la Elección General del 4 de Mayo, 2024.

14. Discuss and consider action on the appointment of members to the Zoning Board of Adjustment.

15. Close Regular Meeting

16. Open Executive Session

Open Executive Session. Executive session in accordance with the Texas Government Code, 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. Consultation with attorney regarding legal issues associated with city's intellectual property rights, marketing campaigns, promotional product distribution and updates in state law.

C. Personnel – Board and Commission member appointments for: Zoning Board of Adjustment

17. Close Executive Session

18. Open Regular Meeting

19. Consider action, if any, on Executive Session

20. Adjournment

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

I certify that the above notice of meeting was posted at Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, Texas, on the 5th day of January, 2024 at 4:00 P.M. (Seal)

_____

Kaylynn Holloway, City Secretary

City Council Meeting
1/9/2024
Agenda Item Transmittal

Agenda Item:	**7.**
Agenda Title:	**Consider approval of the minutes of the Regular Session conducted on December 12, 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 December 12, 2023	Backup Material

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL
CITY OF BEE CAVE
December 12, 2023

STATE OF TEXAS §
COUNTY OF TRAVIS §

Present:

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

Absent:

Andrew Clark, Mayor Pro Tem

City Staff:

Clint Garza, City Manager
Rebecca Regueira, Deputy City Secretary
Ryan Henry, City Attorney
Lindsey Oskoui, Assistant City Manager
Jenny Hoff, Communications Director
Dori Kelley, Communications Specialist
Brian Jones, Police Chief
Lanie Marcotte, Parks and Facilities Director

Call to Order and Announce a Quorum is Present

With a quorum present, the regular meeting of the Bee Cave City Council was called to order by Mayor King at 6:00 p.m. on Tuesday, December 12, 2023.

Recognition and moment of silence

Proclamation recognizing Deby Childress as the City of Bee Cave's Volunteer of the Year.

The City Council presented Deby Childress with a Proclamation recognizing her as the Volunteer of the Year.

Citizen Comments.

There were no citizen comments at this time.

Staff Comments.

Finance Director Travis Askey provided an update on sales tax.

Assistant Library Director Gretchen Hardin presented the Car Show check they received from the Show.

Consent Agenda.

A. Consider approval of the minutes of the Regular Session conducted on November 14, 2023.
B. Consider approval of a contract with Wells Fargo Bank for Bank Depository Services.
C. Consider approval on Resolution No. 2023-19 appointing Council Member Kevin Hight as the City of Bee Cave representative on the Central Texas Clean Air Coalition.

MOTION: A motion was made by Council Member Hight, seconded by Council Member Rebber, to approve the Consent Agenda Items A - C.

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

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

The motion carried 5-0.

Discuss and consider action on award of Solid Waste Collection, Recycling, and Disposal Services to Texas Disposal Systems and authorize the City Manager and Counsel to negotiate terms; authorize Mayor King to execute a contract.

City Manager Clint Garza reported on this item.

MOTION: A motion was made by Council Member Hight, seconded by Council Member Rebber, to award the Solid Waste Collection, Recycling, and Disposal Services to Texas Disposal Systems and authorize the City Manager and Counsel to negotiate terms and authorize Mayor King to execute a contract.

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

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

The motion carried 5-0.

Discuss and consider action on an HDR Engineering contract amendment for engineering and other services related to the Great Divide Bridge.

Mr. Garza presented this item.

MOTION: A motion was made by Council Member Rebber, seconded by Council Member Hohl, to approve an HDR Engineering contract amendment for engineering and other services related to the Great Divide Bridge.

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

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

The motion carried 5-0.

Discuss and consider action to authorize staff to proceed with an RFQ for Construction Manager-at-Risk for Central Park Improvements Project.

This item was not considered during this meeting.

Discuss and consider action on the creation of a Full-Time Employee position for the Development Board.

Mr. Garza presented this item.

Victoria Winburne, member of the Development Board, encouraged Council to approve the new position.

MOTION: A motion was made by Council Member Rebber, seconded by Council Member Hight, to approve the creation of a Full-Time Employee position for the Development Board.

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

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

The motion carried 5-0.

Discuss and consider action on the appointment of members to the Zoning Board of Adjustment.

This item will be considered after Executive Session.

Executive Session:

The City Council closed the Open Session at 6:41 p.m. to convene in Executive Session.

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

Executive session in accordance with the Texas Government Code, Section 551-074 – Personnel Matters-to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; Section 551-072 – Deliberation regarding real property; 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. Consultation with attorney regarding legal issues associated with city's intellectual property rights, marketing campaigns, promotional product distribution and updates in state law.
C. Personnel - Board and Commission member appointments for: Zoning Board of Adjustment

The City Council closed the Executive Session at 7:32 p.m. and reconvened in Regular Session.

Discuss and consider action on the appointment of members to the Zoning Board of Adjustment.

MOTION: A motion was made by Council Member Hight, seconded by Council Member Willott, to reappoint Judson Scott, Eric Johnston and David DeStefano as members of the Zoning Board of Adjustment.

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

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

The motion carried 5-0.

Adjournment:

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

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

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

The motion carried 5-0.

The City Council meeting adjourned at 7:33 p.m.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

_____
Kara King, Mayor

ATTEST:

_____
Kaylynn Holloway, City Secretary

City Council Meeting
1/9/2024
Agenda Item Transmittal

Agenda Item:	**8.**
Agenda Title:	**Discuss and consider action on Resolution No. 2024-01 supporting an Advanced Funding Agreement with TXDOT for design of improvements at the SH 71 & RM 3238 intersection.**
Council Action:	**Discussion and possible action**
Department:	**City Manager**
Staff Contact:	**Clint Garza**

1. INTRODUCTION/PURPOSE

The purpose of this item is for Council to discuss and potentially approve Resolution No. 2024-01.

2. DESCRIPTION/JUSTIFICATION

a) Background

Throughout the normal course of planning activities staff has followed direction given by council regarding solutions to ongoing traffic concerns within the City's incorporated limits.

To date some of the activities have including updates to the thoroughfare plan, funding of CIP projects such as Willie Way extension, and developer required improvements on city or state roadways.

Most recently, staff and TXDOT have been in discussions about the potential Hamilton Pool Road realignment as a part of the planning and future construction of the Southwest Collector roadway. In these discussions, staff and TXDOT have come to terms on an agreement for council consideration that would include city led and funded design of intersection improvements at HPR/71. Upon completion of the design, TXDOT has committed funds for construction of that intersection.

b) Issues and Analysis

If the resolution is approved, staff will work with TXDOT to draft an Advanced Funding Agreement for consideration by Council at a meeting in the near future.

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.

Cert. Obligation	GO Funds
Other source	Grant title
Addtl tracking info	

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Approve the resolution.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
TxDOT comments	Backup Material

RESOLUTION 2024-01

A RESOLUTION SUPPORTING AN ADVANCED FUNDING AGREEMENT WITH TXDOT FOR DESIGN OF IMPROVEMENTS AT THE SH 71 AND RM 3238 INTERSECTION

WHEREAS, the City of Bee Cave is currently suffering from traffic congestion problems which have grown steadily over the past several years; and

WHEREAS, the City of Bee Cave has conducted studies on the most efficient and effective ways to resolve and solve traffic congestion and anticipated congestion in the future; and

WHEREAS, in order to alleviate the congestion, the city has embarked upon a large capital improvement project to expand roads, obtain rights-of-way, update its traffic infrastructure system, and update the stability of its roadways in connectivity to its surrounding neighbors; and

WHEREAS, the City Council for the City of Bee Cave finds that residents of Bee Cave have expressed a "clearly enunciated local preference" that the congestion must be alleviated, else the City risks losing central aspects to the City's community preferences as well as impacts to its economic viability and development; and

WHEREAS, the City Council for the City of Bee Cave has conducted various traffic studies on different aspects of its CIP Program; and

WHEREAS, the City those traffic studies resulted in a recommendation that a portion of Hamilton Pool Road be realigned from approximately the 14500 Block to SH 71; and

WHEREAS, the City Council of the City of Bee Cave finds the City's transportation system balance is made more difficult due to various major arteries within the City being state highways controlled by the Texas Department of Transportation ("TXDOT")and the City has limited authority to alter adjust such arteries. The City must develop its transportation plan around the state's transportation system; and

WHEREAS, the City Council deems it necessary to take steps to study the intersection of SH 71 & RM 3238 (Hamilton Pool Road), recommend intersection design improvements, and develop plans, specifications, and estimate ("PS&E"), hereafter called "The Project" at the City's expense to expedite future construction improvements by TXDOT; and

WHEREAS, the City Council hereby requests TXDOT coordinate throughout all phases of the design process and fund construction once The Project is complete; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS that the City Manager, or designee, is authorized to negotiate terms of an Advanced Funding Agreement with the Texas Department of Transportation for the development of the Project; and the City Council further directs that this resolution be included as Attachment A to the Advanced Funding Agreement with TXDOT.

PASSED AND APPROVED on this the 9th day of January, 2024.

CITY OF BEE CAVE, TEXAS

_____

Kara King, Mayor

ATTEST:

_____

Kaylynn Holloway, City Secretary

APPROVED:

_____

Ryan S. Henry, *City Attorney*

Subject: City of Bee Cave - SH 71 AFA TxDOT Comments
Attachments: image001.png

Bee Cave City Council,

I truly apologize that I am unable to be at your council meeting in person but other obligations pulled me away from Austin for the week.

I just wanted to take a moment to thank you for your consideration of tonight's resolution to execute a partnership AFA to study and design improvements at SH 71 and HPR. As discussions ramped up between TxDOT and the City regarding your planned project to realign Hamilton Pool Road, early on we truly felt this this would be a great opportunity to tackle two needs with one project.. After many different discussions and planning talks, I was excited to share with Clint and Lindsey that TxDOT leadership was supportive of a partnership project and would contribute the construction funds needed to deliver a SH 71 reconstruction designed by the local team. This partnership truly helps us turn a corner along the SH 71 corridor! Implementation of the SH 71 / HPR improvement along with the TxDOT funded Safety Medians and the future SH 71 /RM 620 innovative intersection will all help us meet our goals of improving safety and mobility throughout the corridor. Lastly I want to make sure your aware that TxDOTs commitment doesn't end here! With SH 71 currently listed on the CAMPO 2045 long range plan, my team is already in discussions with our advanced planning group to begin a schematic to help identify those long term needs for the region.

In closing, thank you again for your consideration and leadership ! The partnership between TxDOT and Bee Cave is truly amazing an example which needs to be spread far and wide on ways to tackle challenges.. Also a big shoutout to Clint and Lindsey for their leadership, partnership and friendship! The City of Bee Cave has an amazing team and im thankful for all they do to help deliver on our mission and goals.

Texas Department of Transportation

William "Willie" Semora Jr., P.E.| Area Engineer
South Travis Area Office
9725 S I-35 Austin, Tx 78744
Email: william.semora@txdot.gov
Phone: 512-292-2401

City Council Meeting
1/9/2024
Agenda Item Transmittal

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

1. INTRODUCTION/PURPOSE

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

2. DESCRIPTION/JUSTIFICATION

a) Background

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

b) Issues and Analysis

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

City Council Meeting
1/9/2024
Agenda Item Transmittal

Agenda Item:	**10.**
Agenda Title:	**Discuss and consider action to authorize staff to proceed with an RFQ for Construction Manager-at-Risk for Central Park Improvements Project.**
Council Action:	**Consideration & Approval**
Department:	**Administration**
Staff Contact:	**Chelsea Maldonado//Brian Jorgensen T&T Heery**

1. INTRODUCTION/PURPOSE

Discuss and consider action to authorize staff to proceed with an RFQ for Construction Manager-at-Risk for Central Park Improvements Project.

2. DESCRIPTION/JUSTIFICATION

a) Background

The city has advertised RFQ for landscape architectural design services for the Central Park Improvements project and is now seeking a Construction Manager-at-Risk (CMAR) for preconstruction services such as constructability review, budget estimation, etc.

b) Issues and Analysis

Selection of a qualified CMAR will initiate contract negotiation for preconstruction services and contemplate construction phase services. A GMP will be brought forth at a later date to create the contractual agreement for the procurement and construction phase of work.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Discussion and Approval

ATTACHMENTS:

	Description	Type
🗋	Construction Manager at Risk RFQ - Bee Cave Central Park Improvements	Backup Material

REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGER-AT-RISK (CMAR) SERVICES
for
CENTRAL PARK IMPROVEMENTS

DATE OF ISSUE:	**January, 10 2024**
NON-MANDATORY PRE-PROPOSAL MEETING	**January 24, 2024 2:00 PM**
DEADLINE FOR CLARIFICATIONS/QUESTIONS:	**January 31, 2024 5:00 PM**
SUBMITTAL DATE:	**February 13, 2024 2:00 PM**
INTERVIEWS (if necessary)	**February 21-28, 2024**
CITY COUNCIL AUTHORIZES STAFF TO NEGOTIATE CONTRACT	**March 12, 2024***

**Date subject to change in consideration of interview necessity and changes in council meeting dates in the month of February & March*

4000 Galleria Parkway
Bee Cave, Texas 78738
512-767-6600 Office

FOR PROPOSAL

CONSTRUCTION MANAGER AT RISK SERVICES FOR

CENTRAL PARK IMPROVEMENTS

On Wednesday, January 10th, 2024, the City of Bee Cave will post a RFQ for Construction Manager at Risk services for the Central Park Improvements for the City of Bee Cave, Texas. Proposals will be accepted until **2:00 P.M. February 13th, 2024,** at which time they will be publicly opened and read following the deadline, at the **City of Bee Cave located at 4000 Galleria Parkway, Bee Cave, TX, 78738**

A **Non-Mandatory** Pre-Submittal Meeting will be held virtually on a Teams call at **2:00 PM, January 24, 2024.**

Please submit one (2) bound copies of the proposal, and (1) USB drive containing a PDF copy of the proposal. The package should be clearly marked: "RFQ – Construction Manager at Risk Services for the Central Park Improvements".

If mailed, mail to:

Attention: Kaylynn Holloway, City Secretary
City of Bee Cave
4000 Galleria Parkway
Bee Cave, Texas 78738

If mailing, please allow for time for delivery. Late submissions will not be considered. Proposals must be submitted with the respondent's name and address clearly indicated on the front of the envelope.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE DOCUMENT PRIOR TO SUBMITTING A RESPONSE. THE DOCUMENT WILL BE AVAILABLE ON THE CITY'S WEBSITE AT: https://www.beecavetexas.gov/businesses/current-bids-RFQs or **by contacting the individual listed below.**

Questions regarding the RFQ may be directed in writing only to:

Chelsea Maldonado, Turner & Townsend Heery Project Manager

Chelsea.Maldonado@turntown.com

The City of Bee Cave appreciates your time and efforts in preparing a proposal.

Please note that all submissions must be received at the <u>designated location</u> by the deadline shown above.

Proposals received after the deadline will not be considered for the award of the agreement and <u>will be rejected as non-responsive</u>.

CITY OF BEE CAVE

CONSTRUCTION MANAGER AT RISK SERVICES FOR

THE CENTRAL PARK IMPROVEMENTS

I. Introduction and Project Description

The City of Bee Cave ("City") is accepting proposals from qualified construction firms to provide Construction Manager at Risk Services, necessary for the construction of the City of Bee Cave's New Central Park Improvements (the "Project"), in accordance with the terms, conditions and requirements set forth in this Request for Qualifications ("RFQ") and an agreement to be entered into between the City and the Construction Manager at Risk ("CMAR"). This RFQ provides interested firms with the information necessary to prepare and submit their qualifications, general conditions pricing, and fee for consideration.

The CMAR shall assume the risk for construction of the Project, at the contracted price as a general contractor, and provide consultation to the City regarding construction during and after the design of the Project, in accordance with any and all applicable requirements of the Project and all applicable laws. Proposals are to be submitted in accordance with this RFQ and the accompanying instructions.

The successful CMAR will be required to enter into an agreement with City where the basis of payment is the **Cost of the Work Plus a Fee with a Guaranteed Maximum Price**. The agreement will also contain in more detail all relevant terms set forth in the RFQ.

It is the intention of the City of Bee Cave to select a CMAR using a one-step selection process.

Project Description

Bee Cave Central Park, located west of R.R. 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.

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 September 12th, 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

Turner & Townsend Heery, as Owner's Designated Representative ("ODR"), has been selected to assist The City 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 CMAR to join the team in making the Central Park Master Plan a reality. The installation 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 CMAR will be expected to work closely with the landscape architecture team, ODR, City of Bee Cave, and the City of Bee Cave community to review the existing Central Park Master Plan and provide preconstruction services through closeout. 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 CMAR will vet costs, provide preliminary cost estimates to inform budgets, and be expected to include individual(s) in design meetings to ensure the final deliverable for park design is constructable with the budget proposed.

In addition, the CMAR may need to be an active participant in City of Bee Cave's community engagement work, with the Design Team, 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.

The CMAR 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.

The City proposes to retain a highly qualified and capable firm to act as the CMAR during the design and construction of the project and will give prime consideration to the CMAR with extensive experience in the development, design, and construction of central parks that are similar in size and scope to this project. The City reserves the right to negotiate with the selected firm and is not obligated to enter into any contract with any Respondent on any terms or conditions.

Current Facility:

Central Park currently has a pedestrian tunnel, two pavilions, two existing playgrounds, one basketball court, and one multi-purpose field, all of which are proposed to remain in their present location and continue to serve in their current functions. This is of course subject to change as the design development takes more shape.

Scope of Work:

The scope of work will be determined based on the final Drawings and Specifications prepared by the Architect, which in addition to general building construction, we anticipate that teams submitting

proposals will have expertise in, but not limited to, the following;

- Earthwork;
- Temporary facilities;
- Walkways, parking and drives;
- Landscaping;
- Irrigation system;
- Utility extensions onsite;
- Drainage systems onsite and offsite;
- Electrical, mechanical, plumbing and structural elements of any buildings;
- Communications systems;
- Specialty work area systems; and
- Security, Audio/Visual Communication and IT Systems
    - This to include the installation of the pathway (i.e. conduits, cable trays, J-boxes, etc)
    - The construction contract may also include, cabling, equipment racks, and terminations for these systems and the specific equipment for these systems (i.e. video monitors, interactive boards, projectors, amplifiers, etc.).
- landscape architecture
- community engagement
- play environments
- environmental education
- riparian and environmental installations
- cost estimation
- road construction and requirements
- low impact development
- dog parks
- sport courts
- splash pads
- dark sky lighting
- multi-use paths
- placemaking
- structural
- storm water
- pavilions
- stage design
- ADA compliant features
- maintenance facility construction
- any other professional services needed to achieve a high quality installation
- delivering projects that are sensitive to community needs
- delivering projects on-time and on-budget

Services are expected to commence upon final execution of written agreement between the CMAR and the City, which will occur within sixty (60) days from the selection of a successful construction firm. The Project time frame will be coordinated with the selected firm and the City's Architect.

The CMAR will be responsible for the printing of Construction Documents as required for bidding and construction. The CMAR must publicly advertise, as prescribed for a governmental entity under Section 271.025 of the Texas Local Government Code and/or other applicable law and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the

work, other than minor work that may be included in the general conditions and review those bids with the City staff. If the CMAR wants to perform portions of the work itself, it must submit its bid or proposal in the same manner as all other trade contractors or subcontractors and City will determine which entity provides the best value to the City.

The work does not include inspection services, the testing of construction material and the verification testing services necessary for City's acceptance of the Project, which will be performed under a separate contract with an independent provider, as required by law.

It is anticipated that the selected CMAR would be required to coordinate work from the Central Park Improvement project and other adjacent projects working concurrently both in design and construction.

II. 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 CMAR shall, with the assistance of the ODR, collaborate with the Landscape Architect 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 CMAR will be required to include in their feedback incorporated elements from these organizations.

III. Scope of Services

The following describes the anticipated services expected during design and construction:

- Manage the Guaranteed Maximum Price (GPM) Documentation;
- Participate in the design process;
- Provide pre-construction services including constructability reviews, detailed cost estimating and value management services throughout the design process to help manage the budget;
- Establish a realistic construction budget by preparing detailed construction cost estimates at each of the design phases of the project;
- Prepare sub-contractor bid or proposal packages;
- Conduct pre-bid meetings;
- Receive bids and provide open book review process with City and Architect;
- Prepare a Guaranteed Maximum Price for the City's review and approval;
- Conduct award of contracts/purchase orders;
- Provide coordination and management of sub-contractors;

- Summarize monthly reports;
- Provide change order and contingency funds control;
- Establish a quality management program;
- Provide for job safety functions;
- Provide accounting functions;
- Provide jobsite security functions;
- Provide post construction services;
- Provide value engineering services and management of construction schedule;
- Attend Owner/Architect/Contractor meetings at the jobsite as required by the Owner; and
- Attend pre-construction meeting(s) with City personnel and the Architect.

IV. Total Estimated Budgets & Scope

As detailed in the Master Plan, the Central Park Master Plan has multiple parts to it. The objective will be to split the work into several phases. The first phase (Phase 1) will be intended to include all infrastructural aspects of the design – grading, roads, utilities, lighting, septic, sewer, etc. – all the parts that make the park functional. The other parts, such as programming or use areas, are anticipated to be done through fundraising and grants. It is anticipated that these scopes would be done at the pace and order that the community embraces them through funding them. The selected CMAR will work with the Design Team and City to figure out an appropriate budget to deliver something of quality and interest, but also a way to use funds. The City would anticipate the selected CMAR to be familiar with the challenges and nuances of fundraising and what it would take to build collaboration and excitement within the community at large through designing award-winning installations of interest, engagement, and appeal.

The budget for the Phase 1 infrastructure portion is projected to be between $5-7M with a total project budget of $20-25M. This estimated budget may be adjusted as a result of negotiations on proposals or preconstruction services by the CMAR.

The City anticipates bringing on a firm to assist in grant writing, but assumes the selected CMAR will work adjacent with other grants and are familiar with the process. Grants and mixed funding experience will be preferred. The City has issued an RFQ for grant writing services. If any CMAR has specific firms/persons they have worked successfully with on previous projects, it would be valuable in the selection process to have a list called out on the proposal, but this is not required. It will be part of the discussion during the interview process.

V. Project Schedule

The selected CMAR will be expected to provide assistance to the City and the Architect during the architectural design phase, with the selection of the most cost effective building systems, constructability reviews, detailed cost estimating, value engineering recommendations, and scheduling services during the Preconstruction Phase to enable City to build the Project as described and depicted in the Drawings and Specifications, for an amount not to exceed City's Construction and Project Budgets, and to build the Project thereafter, as a CMAR for a Guaranteed Maximum Price that is less than or equal to City's Construction Budget.

The tentative Architectural/Engineering Design and Construction Documents Services Schedule for the Project ("Schedule"), starting with Schematic Design and ending with the release of Bid Documents is eight (8) months. This schedule is subject to change.

The construction schedule may be adjusted as a result of negotiations on proposals or preconstruction services by the CMAR. The construction schedule is anticipated to be negotiated while going under the GMP terms.

VI. Bond Requirements and Liquidated Damages

A. Bid bond: Each Proposal submitted shall be accompanied by a cashier's check in the amount of five percent (5%) of the estimated construction costs, payable without recourse to the City of Bee Cave, or a Bid Bond in the same amount from a reliable surety company as a guarantee that, if awarded the contract, the Proposer will execute a Construction Agreement with the City, as discussed in Section I, including all required bonds and other documents. The City of Bee Cave may alternatively accept a letter from a surety company, verifying the contractor's ability and agreement to provide payment and performance bonds for the construction phase of the Project.

B. Payment and Performance Bonds: Payment and Performance Bonds for the performance of the Work, and for payment of those who provide labor or materials, will be required within ten (10) days after CMAR executes the contract. Each bond shall be in an amount equal to 100% of the Estimated Total Project Cost as described in Section V. If and when the City and CMAR agree on a Guaranteed Maximum Price, the CMAR may obtain substitute Payment and Performance Bonds, each in the amount of 100% of the Guaranteed Maximum Price, within five (5) days after the Amendment to the Contract is signed that establishes the Guaranteed Maximum Price.

C. Maintenance/Warranty Bond: The successful firm shall furnish a Maintenance/Warranty Bond in the amount of 100% of the contract sum covering defect of material and workmanship for two (2) calendar years following the City's approval and acceptance of the construction.

D. An approved surety company, licensed in the state of Texas, shall issue all bonds in accordance with Texas law and as required under applicable City ordinance.

E. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME: As stated above, the construction schedule is anticipated to be negotiated prior to going under the GMP. It will be the anticipation of the City that once the timeline is agreed to that it would be the expectation that the project will be delivered on schedule. The awarded Construction Manager would be expected to acknowledge that the award of the contract includes the requirement to timely commence the work on the Project in accordance with the Contract Documents. The time of completion is of the essence for the Project.

The Construction Manager acknowledges that the work is urgently needed by the Owner. Construction Manager further acknowledges that its failure to meet the date set for Substantial Completion, as may be adjusted by Change Order, will result in damages to Owner, which damages are extremely difficult or impractical to ascertain or compute. Therefore, Owner and Construction Manager agree to the following liquidated damages as Owner's sole and exclusive remedy for damages sustained by Owner as a result of Construction Manager's failure to achieve

Substantial Completion (SC) of the Work by the date agreed to:

- Days 1-14 beyond SC, Construction Manager shall pay Owner $100 per day;
- Days 15-30 beyond SC, Construction Manager shall pay Owner $500 per day;
- Beyond day 30 until SC achieved, Construction Manager shall pay Owner $1,000 per day;

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per calendar day that the default shall continue after the time stipulated in the Contract Documents for completing the work (Substantial Completion). The said amounts are fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages that the City in such event would sustain; and said amounts are agreed to be the amounts of damages which the City would sustain and which shall be retained from the monies due, or that may become due, under the Contract Documents; and if said monies be insufficient to cover the amount owing, then the surety shall pay any additional amounts due. Notwithstanding the foregoing, in the event that the actual damages incurred by the City exceed the amount of liquidated damages, the City shall be entitled to recover its actual damages.

VII. Insurance

All respondents must submit, with the RFQ, proof of insurance coverage as stipulated in Exhibit A Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Any provisions outlined in Exhibit A will be required of the successful firm only.

VIII. Anti-Collusion

In submitting an offer, Respondent certifies that they have not participated in, nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.

IX. No Prohibited Interest

Respondent acknowledges awareness of the laws, City Charter, and City Ethics Ordinance regarding conflicts of interest and required disclosures. No officer, employee or agent of the City of Bee Cave shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by the City's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined therein.

X. Non-Resident Bidders/No Israel Boycott

Texas Government Code, Chapter 2252, Texas law prohibits city and governmental units from awarding contracts to a non-resident bidder/proposer unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder/proposer on a bid/proposal for goods and services in the non-resident bidder's state. Texas Government Code, Chapter 2270 prohibits a governmental entity from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

XI. Submittals

Submit two (2) spiral bound or semi-permanent binding method hard copy response to the RFQ, and (1) USB drive containing a PDF copy of the proposal. You may include other documentation or information beyond what is requested, but the use of this information during the evaluation is at the sole discretion of the City. For your RFQ to be considered responsive, the following information must be submitted in the order outlined below:

A. Outside cover should be titled "Proposal to Provide Construction Manager at Risk Services for the City of Bee Cave's Central Park Improvements".

B. Table of Contents.

C. Transmittal Letter: Include a short transmittal letter. The transmittal letter shall:

1. Summarize why the Respondent believes itself to be the most highly qualified firm for this Project.
2. Include a statement granting the City and its representatives' authorization to contact any previous client of the Respondent (or a Respondent's Team Member) for the purposes of ascertaining an independent evaluation of the Respondent's or a Respondent's Team member's performance.
3. At least one copy of the transmittal letter must have the original signature of an officer of the principal responding firm.

D. Firm Description

1. The Central Park Improvements is a high-quality project with a unique design and high expectations from all stakeholders. The City is interested in selecting a CMAR with experience in this type of high quality construction. Please convince us in your firm description that your firm has the experience and understanding of similar high-quality projects to complete such a project for the City of Bee Cave.
2. Include a complete narrative description of the Respondent's firm (or firms if the Respondent is comprised of a team of firms). Information should include:
   a. The Respondent's area of construction management specialization;
   b. Firm history;
   c. Location of home and branch offices;
   d. Names of the principal officers of the firm; and
   e. Proof of financial stability.
3. Include a simple organization chart showing how the Respondent, if selected as the CMAR, would organize its personnel for the Project.

E. Key Professionals

1. Identify the key professionals of your team that would be involved in the Project and describe their area of expertise and what role they will perform on the construction management team.
2. The Central Park Improvements is a high quality/highly detailed type project requiring the expertise of individuals having constructed similar quality projects in the past. Please delineate the experience your firm's proposed team members have with relevant projects.
3. Provide resumes of any person identified as a key professional. The resumes should contain the following:
   a. Name;
   b. Educational background;

   c. Professional qualifications;
   d. Employment history;
   e. A list of relevant projects in which the person has been involved and a name/phone number of a representative of any project cited that can be contacted for a reference; and
   f. Other information you believe to be relevant.
4. A statement by the respondent that the personnel listed in this proposal will not change without the written consent of the City of Bee Cave.
5. Please indicate if the proposed key professionals on the team have worked on previous projects together and to what extent.
6. Provide a preliminary subcontractor list.

F. Philosophy and Approach

Provide a narrative outlining the following:

1. The firm's preconstruction philosophy and approach to construction in general.
2. Clear understanding of the functional and operational aspect of municipal government and its role in society.
3. Use of processes that creatively engage City staff and other stakeholders in all stages of cost estimation and analysis.
4. Commitment to developing an energy efficient and healthy installations.
5. Safety record stated in terms of the firm's EMR and a narrative describing the firm's Safety Program.
6. Indicate what project management and scheduling software that the firm currently utilizes.

G. Relevant Project Experience

Outline the Respondent's relevant experience for the following:

1. Prior Construction Manager at Risk experience with project(s) of similar scale and complexity.
2. Prior experience with public sector clients for projects of similar scale and complexity.
3. History of effective schedule and budget management for projects of similar scale and complexity.
4. List of active projects and phase of each project.
5. List no more than six (6) relevant projects. A relevant project is one which best exemplifies your qualifications for this Project, and should include the following:
   a. Project description;
   b. Type of building(s);
   c. Project location;
   d. Total project cost including the original GMP and total final cost including change orders;
   e. Project delivery method;
   f. Services your firm provided;
   g. Proposed team members for this project that were actually involved in the project and their specific role on the project;
   h. A statement regarding whether the project was completed on time and within the original GMP provided to the Client (include the reasons why if it was not on time or within the GMP); and
   i. Illustrative photographs or renderings of the project.
   j. For a minimum of 4 of these projects – provide owner, architect, or best character references. Including name and contact information.
6. Firm's overall bonding capacity.

7. Percentage of bonding capacity currently under contract vs. remaining availability for this project.

H. Proposal Form and Allowable General Conditions Worksheet

ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE: The design team will issue the GMP Pricing Documents at approximately the 50%-75% completion stage of the Construction Documents; The GMP Pricing Documents will generally include a base bid scope of work and add alternates, which the Design Team will agree upon with the City and CMAR to assist in managing the project cost. Upon receipt of the CMAR's GMP Pricing, the Design Team will work with the City and CMAR to make final adjustments to the Project scope and construction documents to reconcile the Project scope and GMP pricing. Once the scope and GMP pricing are reconciled, the Design Team will complete the 100% Construction Document and issue them to the CMAR for final buyout pricing.

I. References

Please provide at least four (4) verifiable references for which your firm has performed same or similar projects. Please verify that the contacts listed as references are still at the firm and that the contact information provided is accurate before submitting them. We suggest you contact them prior to submitting their information to ensure an objective reference will be preferred on your behalf.

J. Additional Information

a. Additional information the firm believes will help aid in selection;
b. Proof of insurance coverage as indicated in Section VI;
c. Bid bond; and
d. Certification Form.

XII. Evaluation Criteria

A review committee or a duly authorized designee will evaluate submissions received in accordance with the general criteria defined herein. Failure of Respondents to provide in their submission any information requested in this RFQ may result in disqualification of the firm's submission. The objective is to select the CMAR that is the best value **(qualifications and price)** to service the City's needs. The decision made by the City will be final. **The City reserves the right to reject all proposals.**

The CMAR selection will be made based on the following evaluation criteria:

A. Firm Description including experience and understanding of CMAR (10%);
B. Key Professionals and qualification of individuals assigned to the Project (10%);
C. Approach with regard to the firm's overall ability to meet the City's objectives (includes customer service, dealing with conflict, resolving issues, value engineering, and cost containment) (20%);
D. Relevant project experience with same or similar installation construction and firm capacity (10%);
E. Relevant references in responsible charge possessing direct knowledge (15%); and
F. Cost Proposal (35%)
    1. Proposed fee for pre-construction services,
    2. Proposed fee for construction services,
    3. Cost and extent of general conditions,
    4. Any and all other costs.

XIII. Interviews and Presentations

In fairness to all firms, requests for interviews prior to the closing time and date will not be permitted. The City will use an evaluation panel or duly authorized designee to evaluate the submittals. The review of the submitted materials will be one part of the selection process utilized by the City, together with the interview if the City so chooses to conduct interviews. Direct selection may be made strictly from the information provided in the RFQ. However, the City reserves the right to conduct interviews with and request presentations from any, or none, of the Respondents.

XIV. Selection and Award

If the City is unable to reach an agreement with the first ranked Respondent, the City shall terminate further discussions with the first-ranked Respondent, and commence negotiations with the next-ranked Respondent, in the order of the selection ranking until an agreement is reached, or all Proposals are rejected. Time is of the essence, and the award of the contract to the successful Respondent is expressly conditioned upon:

(1) the Respondent's execution and delivery of the Contract Documents and a written contract with the City including all terms acceptable to the City within sixty (60) calendar days, and delivery of all required bonds and evidence of insurance within ten (10) calendar days after the successful Respondent is notified of the acceptance of its Proposal, and

(2) the Respondent's timely fulfillment of any and all other preconditions expressly set forth in the Contract Documents.

Should the Respondent fail to timely execute and deliver the contract, required bonds, evidence of insurance, or fail to timely fulfill any other such preconditions, the City may, at its option and discretion, without releasing, impairing or affecting its right to receive the proposal security as damages for such failures, rescind the award, commence negotiations with the next ranked Responder, or reject all Proposals. There will be no contractual obligations on the part of the City to any Responder, nor will any Responder have any property interest or other right in the contract or work being proposed unless and until the written agreement is unconditionally executed and delivered by all parties, all submittals required by the Proposal Document and agreement and all conditions to be fulfilled by the Responder have either been so fulfilled by the Responder or waived in writing by the City, as applicable.
With regard to inquiries, Do not contact the City or elected officials during the selection process after the submittal date to make inquiries about the progress of this selection process. Doing so shall be grounds for exclusion from the selection process. Respondents will be contacted when it is appropriate to do so.

XV. Submission

FACSIMILE, INTERNET OR EMAIL TRANSMITTALS SHALL NOT BE ACCEPTED.

Delivery of Proposals: Two (2) spiral bound or semi-permanent binding method hardcopies of the Proposal and (1) USB drive containing a PDF copy of the proposal shall be sealed and delivered to:

Attention: Kaylynn Holloway, City Secretary
City of Bee Cave
4000 Galleria Parkway
Bee Cave, Texas 78738

The package should be clearly marked: "Proposal to Provide Construction Manager at Risk Services for the City of Bee Cave's Central Park Improvements.". Proposals will be publicly opened and read following the deadline of submittal **February 13th, at 2:00 PM**.

XVI. Questions, Clarifications, and Interpretation of Documents

Responders may request clarifications or interpretation of Proposal Documents.

Any such request must be submitted in writing to Ms. Chelsea Maldonado, T&T Heery Project Manager at the following email address chelsea.maldonado@turntown.com by **January 31, 2024, by 5:00 p.m**. CDT.

No questions will be answered over the phone. Questions will only be accepted until the stated deadline. Interpretations, corrections and/or changes of or to the Proposal Documents will be made by City in the form of a written addendum. Addenda may be obtained from the City website at:

https://www.beecavetexas.gov/businesses/current-bids-RFQs

It is the vendor's responsibility to check the City website for addenda.

Any interpretations, corrections, or changes of or to the Proposal Documents made in any other manner, will not be binding upon the City, and Responders may not rely upon them.
Any discrepancy or conflict with the Proposal Documents or the Contract Documents shall be brought to the Attention of the Architect and the City. Discrepancies or conflicts not brought to Architect's and City's attention and clarified during the Proposal process for the Project will be deemed to have been priced in the more costly manner or difficult manner, and the better quality or greater quantity of the Work shall be provided by the CMAR in accordance with the Architect's interpretation.

XVII. Additional Instructions, Notifications, and Information

A. No Gratuities – Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City for the purpose of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.

B. All Information True – Respondent represents and warrants to the City that all information provided in the response shall be true, correct, and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to the City for consideration in the selection process shall be excluded.

C. Confidential Material – Any material that is to be considered as confidential in nature must be clearly marked as such and will be treated as confidential by the City to the extent allowed by law. Submission of information relative to this RFQ shall not be released by the City during qualification evaluation

process or prior to contract award. Proposers are advised that the confidentiality of their qualifications will be protected to the extent permitted by law. Proposers are advised to consider the implications of the Texas Open Records Act, particularly after the qualification process has ceased and the contract has been awarded. Trade secrets and any material that is considered as confidential in nature must be clearly marked and identified as such by the consultant at the time of proposal submittal and will be treated as confidential by the City to the extent allowed by the Texas Local Government Code Chapter 252.049 and the Texas Open Records Act. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary/confidential information will result in all unmarked sections being deemed non-proprietary upon public request.

D. Qualifications Opening – So as to avoid disclosure of the contents to competing offerors, qualifications shall be kept secret during negotiations. All qualifications shall be open for public inspection after the contracts are awarded, with the exception of trade secrets and confidential information contained in the qualification and identified by the proposer as such to the extent allowed by law.

E. Inquiries – **Do not contact the City or elected officials during the selection process** after the submittal date to make inquiries about the progress of this selection process. Doing so shall be grounds for exclusion from the selection process. Respondents will be contacted when it is appropriate to do so.

City of Bee Cave Proposal Form

Construction Manager at Risk for the City of Bee Cave's

NEW MUNICIPAL COMPLEX CONSISTING OF CENTRAL PARK IMPROVEMENTS

Having examined the request for Proposal, the Responder will furnish Construction Manager at Risk services as required for this Project as follows:

Pre-Construction Fee, Fee and General Conditions shall be based on the following estimated Construction Cost Limitation (CCL) for this Project:

1. Pre-Construction Fee: To include personnel expenses, project estimates, preliminary project schedules, value engineering, constructability reviews, pre-planning, overhead and profit, and other services through the pre-construction phase of the Project.

   $_____

2. Construction Phase Services Fee: Identify a Construction Phase Services Fee as a percentage of the construction budget for all home office expenses, and any other expenses not included in the Allowable General Conditions Worksheet, including all overhead and profit.

   $_____

3. Not-to-Exceed General Conditions Costs: Based on the respondent's proposed schedule, identify General Conditions Cost using allowable General Conditions in the worksheet on the following page.

   $_____

EXHIBIT A

INSURANCE REQUIREMENTS
CONSTRUCTION SERVICES

Services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.

The chosen firm ("Contractor") shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the bid. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

Coverage shall be at least as broad as:

a. Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability of $1,000,000 per occurrence covering all work performed by the Contractor, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.

b. Workers Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employer's liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

c. General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability of $1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be $1,000,000. Coverage for Premises, Operations, Products and Completed Operations shall be $1,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Contractor or its employees carrying out the work involved in this Agreement. The general aggregate shall be $1,000,000.

d. Automobile Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of $1,000,000 per occurrence for bodily injury and property damage or split limits of $1,000,000 for bodily injury per person per occurrence and $1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

e. Cyber Security Liability Insurance: Contractor shall carry and maintain during the term of this Agreement, cyber security liability insurance on a per occurrence basis with limits of liability of $1,000,000 for each occurrence, covering any such unauthorized disclosure of Protected Information caused by a defect or failure of the Software or any electronic communication system maintained or controlled by Contractor.

f. Subcontractor: In the case of any work sublet, the Contractor shall require subcontractor and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

g. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. City shall be listed as Loss Payee.

h. $10,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions in excess of $10,000 must be declared to and approved by the City.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages:

   a. The City, its officers, officials, employees, boards, commissions and volunteers are to be added as "Additional Insureds" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

   b. The contractor's insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

   c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, commissions or volunteers.

   d. The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

   e. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the City.

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the City for all occurrences, except 10 days written notice to the City for nonpayment.

D. ACCEPTABILITY OF INSURERS

The City requires that Insurance be placed with insurers with an A.M. Best's rating of no less than **A- VI,** or better.

E. VERIFICATION OF COVERAGE

Contractor shall provide the City with certificates of insurance indicating coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

BID BOND

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,_____, whose address is_____, hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the City of Bee Cave, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "City," in the penal sum of $_____as the proper measure of liquidated damages arising out of or connected with the submission of a Proposal for the construction of a public work project, in lawful money of the United States, to be paid in Travis County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to City a certain Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

CONSTRUCTION MANAGER AT RISK SERVICE FOR CITY OF BEE CAVE CENTRAL PARK IMPROVEMENTS

NOW, THEREFORE, if the Principal's Proposal shall be rejected or, in the alternative, if the Principal's Proposal shall be accepted and the Principal shall execute and deliver a contract in the form of the Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish performance, payment and maintenance bonds required by the Contract Documents for the Project and provide proof of all required insurance coverages for the Project and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same shall remain in force and affect; it being expressly understood and agreed that the liability of the Surety for any breech of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.

PROVIDED FURTHER, that if any legal action were filed on this Bond, Texas law shall apply exclusive venue shall lie in Travis County, Texas.

AND PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the City may accept such Proposal; and said Surety does hereby waive notice of any such extension.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Travis County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by applicable law.

IN WITNESS WHEREOF, this instrument is executed in six (6) copies, each one of which shall be deemed an original, this, the_____day of_____, 20___.

ATTEST:

By: _____

Signature

_____
Typed/Printed Name

_____
Title

_____
Address

_____
City State ZIP

_____
Phone Fax

PRINCIPAL:

_____
Company Name

By: _____

Signature

_____
Typed/Printed Name

_____
Title

_____
Address

_____
City State ZIP

_____
Phone Fax

ATTEST:

By: _____

Signature

_____
Typed/Printed Name

_____
Title

_____
Address

_____
City State ZIP

_____
Phone Fax

SURETY:

_____
Company Name

By: _____

Signature of Attorney in Fact

_____
Typed/Printed Name of Attorney in Fact

_____
Title

_____
Address

_____
City State ZIP

_____
Phone Fax

The Resident Agent of the Surety in Travis County, Texas, for delivery of notice and service of the process

is: NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

NOTE: If Resident agent is not a corporation, give a person's name.

CITY OF BEE CAVE REQUEST FOR
QUALIFICATIONS CERTIFICATION FORM

COMPANY INFORMATION
The following information must be provided in its entirety for your submission to be considered:

Company Name: _____

Principal Place of Business Address: _____

Principal Place of Business City, State, ZIP: _____

Principal Place of Business Phone: _____

Principal Place of Business Fax Number: _____

Remittance Address (if different from above): _____

Remittance City, State, ZIP: _____

Tax Identification Number: _____

ADDENDUMS
If an addendum to this RFQ is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1_____Add. No. 2_____Add. No. 3_____Add. No. 4_____Add. No. 5 _____

CERTIFICATION
The undersigned hereby certifies that he/she represents the Company, has authority to sign on behalf of the Company, understands the scope of work, has read the document in its entirety and that the information submitted has been carefully reviewed and is submitted as correct and final. If selected, Company further certifies and agrees to furnish any or all services in accordance with the terms and conditions contained herein; to willfully enter into negotiations; and to faithfully execute an agreement with the City of Bee Cave upon successful negotiations.

The individual signing this RFQ certifies that he/she is a legal agent of the Company, authorized to submit on behalf of the Company, and is legally responsible for the decisions as to the supporting documentation provided.

Authorized Representative: _____ _____
Signature Date

_____
Printed Name

_____
Title

_____
Email Address

City Council Meeting
1/9/2024
Agenda Item Transmittal

Agenda Item:	**11.**
Agenda Title:	**Discuss and consider action to authorize staff to proceed with contract negotiations with OJB for Landscape Architect Design Services for Central Park Improvements Project.**
Council Action:	**Consideration & Approval**
Department:	**Administration**
Staff Contact:	**Chelsea Maldonado//Brian Jorgensen T&T Heery**

1. INTRODUCTION/PURPOSE

Discuss and consider action to authorize staff to proceed with contract negotiations with OJB for Landscape Architect Design Services for Central Park Improvements Project.

2. DESCRIPTION/JUSTIFICATION

a) Background

RFQ for Landscape Architect Design Services for the Bee Cave Central Park Improvements project was publicly advertised October 4, 2023. There was a total of 13 qualified respondents to the RFQ. All proposals were reviewed per the RFQ criteria, and the 5 most qualified firms were selected and notified of shortlist. The shortlisted firms were then interviewed by the following selection committee: Lindsey Oskoui, Lanie Marcotte, Jane Kernan, Brian Williams, Gretchen Hardin, Kevin Sawtelle, Rebecca Regueira, Chelsea Maldonado (T&T Heery Project Manager - Nonvoting & advisory only), Brian Jorgensen (T&T Heery Sr. Project Manager - Nonvoting & advisory only).

Per evaluation criteria, OJB was identified as the most qualified firm following interviews. The vote was unanimous.

b) Issues and Analysis

The City of Bee Cave, with advisement by T&T Heery, will negotiate the landscape architectural services contract with OJB, so that the park master plan review evaluation and subsequent design may commence for the Central Park Improvements.

No commitment outside of approving for contract negotiations is required at this time.

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
1/9/2024
Agenda Item Transmittal

Agenda Item:	**12.**
Agenda Title:	**Discuss and consider action to authorize the City Manager to purchase traffic signal radar detection equipment.**
Council Action:	**Discuss and Consider Action**
Department:	**City Manager**
Staff Contact:	**Kevin Sawtelle, City Engineer**

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is to discuss and consider approving the purchase of radar detection equipment for five (5) intersections in Bee Cave which will replace the existing camera detection equipment.

2. DESCRIPTION/JUSTIFICATION

a) Background

At the start of 2023, the City officially took over maintenance and operational control of all traffic signals in the City of Bee Cave, including the ETJ, from TxDOT which includes the following intersections:

SH 71 & Spanish Oaks Club Blvd.
SH 71 & Bee Cave Road
SH 71 & Galleria Oaks
SH 71 & RR 620
SH 71 & Hamilton Pool Road
SH 71 & North Joint Access Road
SH 71 & Vail Divide
RR 620 & Bee Cave Pkwy
RR 620 & Ladera Blvd
RR 620 & Falconhead Blvd
Bee Cave Rd & Resaca Rd
Bee Cave Rd & Bee Cave Pkwy
Bee Cave Pkwy & Galleria Pkwy
Hamilton Pool Road & Vail Divide

b) Issues and Analysis

Over the course of the last year, the City has experienced a number of issues at various intersections related to the existing camera detection equipment. Camera detection is susceptible to "malfunctions" during inclement weather such as rain, ice, and fog as well as visual detection issues when vehicle colors do not heavily contrast against the asphalt pavement. These conditions, along with other visual anomalies, can result in the signal skipping cycles for various movements which leads to even more disruption to an already acute traffic congestion situation throughout Bee Cave. Based on the amount of feedback from the community and calls to our traffic signal maintenance team, this is an on-going issue that would greatly benefit from a detection equipment upgrade

After discussing options with our traffic consultants, Staff is requesting to purchase radar detection equipment to replace the existing camera detection units. Radar is a much more reliable system that will not be affected by weather or color contrasts. Due to the cost of the system (approx. $45,000 per 4-leg intersection), staff is recommending at this time to only install the upgrade at five (5) key intersections based on traffic volumes and those that have shown to cause the most disruption. These include:

SH 71 & Bee Cave Road
SH 71 & Hamilton Pool Road
SH 71 & Vail Divide
RR 620 & Bee Cave Pkwy
RR 620 & Falconhead Blvd
**Note: TxDOT recently upgraded the entire SH 71 & RR 620 intersection which included installation of radar detection*

3. FINANCIAL/BUDGET

Amount Requested	$221,250	Fund/Account No.
Cert. Obligation		GO Funds
Other source		Grant title
Addtl tracking info		

4. TIMELINE CONSIDERATIONS

6-8 week equipment delivery schedule and installation will likely occur over the course of a week.

5. RECOMMENDATION

Staff recommends approving the purchase of traffic signal radar detection equipment including installation.

ATTACHMENTS:

Description	Type
Equipment and installation quote	Backup Material
Radar Detection Manual	Backup Material
TxDOT traffic signal maintenance agreement	Backup Material

AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY, INC.

P.O. Box 130
Round Rock, Texas 78680

Ph. (512) 255-9951
Fax (512) 255-0146

12/21/2023

PROPOSAL

CONTROL : CITY OF BEE CAVE
PROJECT: DETECTION UPGRADE
HIGHWAY: VA
COUNTY: TRAVIS

Item No.	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	TOTAL BID AMOUNT
4A	**STATE HIGHWAY 71 @ BEE CAVE ROAD**				
	4 APPROACH SIGNAL 4 DUAL DUTY RADAR	LS	1	$44,250.00	**$44,250.00**
AB	**STATE HIGHWAY 71 @ HAMILTON POOL ROAD**				
	4 APPROACH SIGNAL 4 DUAL DUTY RADAR	LS	1	$44,250.00	**$44,250.00**
4C	**RURAL TO MARKET 620 @ BEE CAVE PARKWAY**				
	4 APPROACH SIGNAL 4 DUAL DUTY RADAR	LS	1	$44,250.00	**$44,250.00**
4D	**RURAL TO MARKET 620 @ FALCONHEAD**				
	4 APPROACH SIGNAL 4 DUAL DUTY RADAR	LS	1	$44,250.00	**$44,250.00**
4E	**STATE HIGHWAY 71 @ VAIL DIVIDE**				
	4 APPROACH SIGNAL 4 DUAL DUTY RADAR	LS	1	$44,250.00	**$44,250.00**
				TOTAL	**$221,250.00**

NOTES

1) **ALL TRAFFIC CONTROL TO BE PERFORMED WITH COMMISIONED OFFICERS**
2) **PRICE INCLUDES ALL MATERIALS AND LABOR**
3) **QUOTE GOOD FOR 30 DAYS**

Edward Schroeder / Clark Thomas 512-255-9951 ext 114 / ext 214

PRODUCT INFORMATION

TRAFFIC MANAGEMENT SENSOR

TRUGRD® (UMRR-12 Type 48)

s.m.s, smart microwave sensors GmbH
In den Waashainen 1
38108 Braunschweig
Germany

Phone: +49 531 39023-0
Fax: +49 531 39023-599
info@smartmicro.de
www.smartmicro.com

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1 USER SAFETY WARNING

Please read the entire document carefully before using the sensor.

INSTALLATION

Please pay attention to the details below before installing and connecting the sensor:

- Only use provided or approved equipment for the installation. Use stainless screws with the given metric thread. If other brackets than those provided are used, screw lengths must be adapted.
- Only skilled and instructed persons shall install and connect the sensor. Proper experience in working with mains voltage, electrical and electronic devices is required.
- Do not connect the sensor directly to the mains voltage; instead use the voltage specified for the product.
- Do not wire any connections when power is applied to the device.
- Ground devices carefully to prevent electrical shock.
- All connectors are pin-coded and fit in only one position. Also note the arrow indicating the top side of the sensor.
- Only use fully functional equipment (ladders, aerial work platform, etc.) when working above ground. Staff shall be capable of working at heights.
- Be cautious when installing the sensor on or around active roadways and pay attention to moving traffic.
- Mount the sensor carefully to prevent it from shifting or dropping.
- The sensor must be mounted to a stiff and solid support. Vibration, oscillation or other movement will reduce the sensor performance.
- Make sure that installation methods are in accordance with local safety policies and procedures as well as company practices.

OPERATION

Do not operate the sensor if the device itself or any cables are damaged.

Transmission of radio frequency waves starts after the sensor is powered up and stops when it is disconnected from power.

Using a JBOX or SRO does not influence the sensor performance. It is recommended that only one connection interface is used at a time.

For testing purposes, the sensor may be laid on its face when it is powered up, given that the surface or connectors will not be damaged this way. Please note that this position is not intended for permanent use.

The sensor may become hot during operation. Proper hand protection is recommended for maintenance work.

Do not dispose electrical and electronic equipment in household trash.

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TECHNICAL SERVICE

Only use provided or approved equipment for operation. People other than authorized and approved electrical technicians shall NOT attempt to connect the device to a power supply, the COM HUB or other controllers, as there is a risk of electrical shock by unsafe handling of the power source.

Do not attempt to service or repair this device:

- No user-maintainable parts are contained in the device.
- To avoid electrical shock, do not remove or open the cover.
- Unauthorized opening will void all warranties.
- smartmicro is not liable for any damages or harms caused by unauthorized attempts to open or repair the device.

RADIATION

This product has been tested and found to comply with Part 15 Subpart C of the Federal Communications Commission (FCC) or the European RED directive, or other national rules, depending on the country where it may be in use.

Operation is subject to the following two conditions:

- This device may not cause harmful interference.
- This device must accept any interference received, including interference that may cause undesired operation.

This device generates radio frequency energy. There are strict limits on continuous emission power levels to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment.

- Human exposure to transmitted waves from this device is generally considered as safe. Still, it is considered good practice that humans are not subject to higher radiation levels than necessary.

This device may interfere with other devices using the same frequency band.

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2 SENSOR SPECIFICATIONS

TRUGRD (UMRR-12 Type 48) is a 24GHz radar sensor for multi-lane, multi-object tracking traffic management applications that features 3D/UHD⁺ technology.

The antenna Type 48 aims at long range and wide horizontal angular coverage.

2.1 MEASUREMENT PRINCIPLE

The sensor measures range, radial speed, horizontal and vertical angle, reflectivity and more parameters of multiple stationary and moving reflectors (targets) simultaneously. It is capable of ultra-high definition (3D/UHD⁺). Through MIMO antenna operation and super resolution algorithms, the sensor achieves a particularly high azimuth angular separation capability (UHD⁺) and elevation measurement, depending on its configuration.

The sensor is almost unaffected by weather, temperature and lighting conditions.

smartmicro radars employ a patented A/B fast chirp-sequence frequency-modulated continuous wave (A/B CS-FMCW) modulation.

FMCW radars can natively separate targets in two dimensions: Range and speed. Transmitting, receiving, and processing a single linear frequency ramp (chirp) enables the radar to detect and separate multiple targets within the radar's field of view.

CS-FMCW radars use multiple chirps as part of one measurement (one radar cycle). The results from multiple chirped range measurements are coherently processed, allowing the radar to measure the Doppler frequency of a target over the measurement time (typically in the order of 10-40ms). High-speed, slow-speed and even stationary targets are detected by the smartmicro radar.

smartmicro's patented A/B CS-FMCW technology then allows for direct unambiguous Doppler measurement (covering the complete specified speed interval) in one single measurement cycle.

The patented waveform and the high-performance signal processing allow to precisely measure the range and the speed of any target and even allow resolving multiple targets that are at the same range from the radar but traveling at different radial velocities or vice versa.

smartmicro radars employ multiple transmit, and receive antennas, adding a spatial component to the measurement process. In addition to range and speed, smartmicro 4D radars can measure the direction of any target separately in Azimuth (horizontal) and Elevation (vertical) angles.

3D/UHD⁺ MEASUREMENT

A 3D Doppler based radial motion detection principle is integrated:

a) Direct unambiguous Doppler measurement (speed)
b) Direct range measurement
c) Direct azimuth angle measurement (horizontal angle)

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Moving reflectors with an absolute radial speed component of typically >0.1m/s (>0.32ft/s) can be detected as well as stationary objects.

With its multi-target capability, the sensor can *detect* many reflectors within the field of view at a time (max. 256[1]). The field of view typically covers up to 12 lanes. Additionally, filter algorithms are implemented for the tracking of all detected reflectors over time. Those tracking algorithms are integrated in the sensor. Multiple objects (max. 256[1]) can be *tracked* simultaneously. Depending on the selected communication interface, the number of *reported* targets and objects may be limited, for example when using RS485 interface. Both, targets and objects, are sorted by range; those with short range are reported first.

The result of tracking is an object list with the following parameters:

- X-position
- Y-position
- Absolute velocity
- Heading angle
- Length
- Object ID and more

The sensor reports such a list of all tracked objects in every measurement cycle of typically 50 or 100ms length, depending on the application.

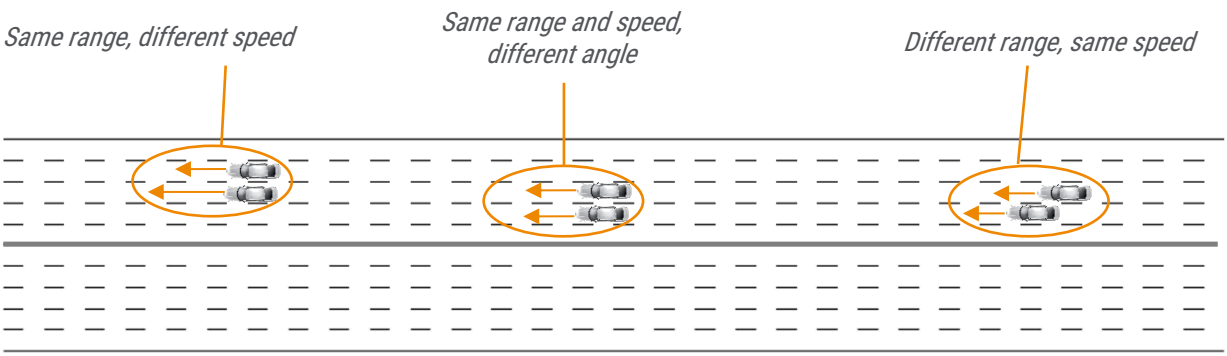
ULTRA-HIGH DEFINITION RESOLUTION - OBJECT SEPARATION PERFORMANCE

The sensor can separate objects even in areas where many vehicles are closely spaced: for example, in multi-lane scenarios with dense traffic like traffic jams, stop-and-go traffic or at busy intersections. The sensor measures object parameters in 3 dimensions: range, radial speed and azimuth angle– depending on the operational mode. It also separates in range cells, Doppler cells, and azimuth beams (UHD+).

Individual reflectors are separated by detection algorithms if having either:

- A different radial speed value or
- A different range value or
- A different azimuth angular position

Tracking algorithms and the data base further support the separation of objects.



[1] Depending on the configuration.

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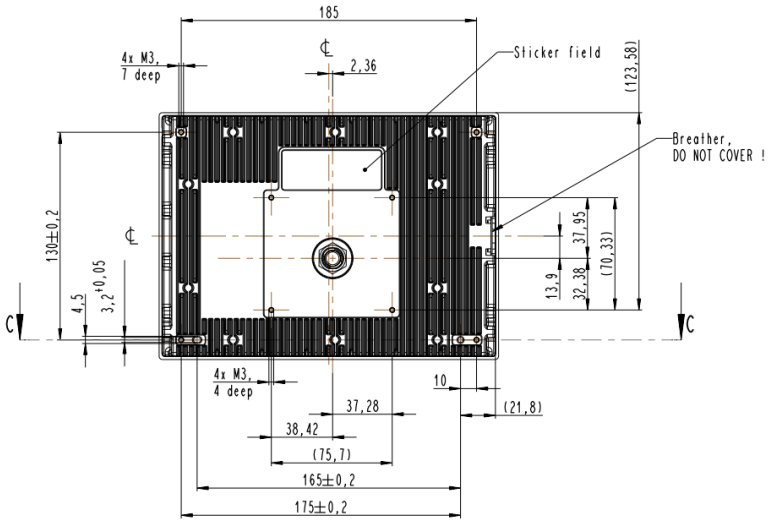
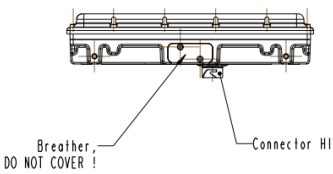
2.2 SENSOR DIMENSIONS

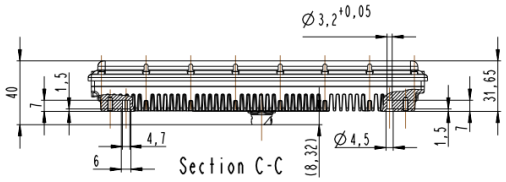
All values are given in mm.

Sensor Rear Side

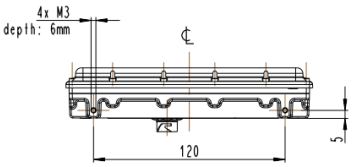




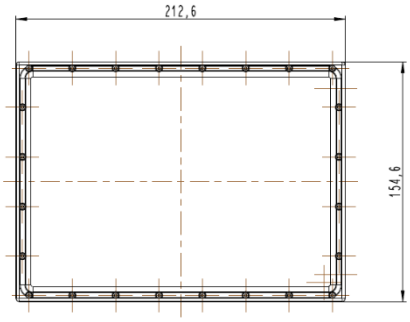
Left Side



Top Side



Right Side



Sensor Front Side

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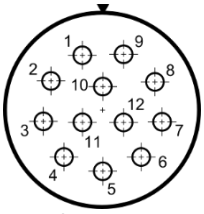
2.3 SENSOR CONNECTOR

The sensor connector is a 12-pin male (plug) circular bayonet type connector (waterproof IP67, series LF10WBRB-12PD, manufacturer Hirose, Japan). A female counterpart (socket), e.g. LF10WBP-12S, must be used to connect with the sensor.



View on solder cup side of socket showing the pin numbering
(rear view of female counterpart to be connected to sensor)

Sensor connector pin out model giving pin descriptions:

Pin No.	**Function**	**Wire Color** (MEDI type #KU110C12J002)
1	Sensor Ethernet TX H	Gray / red
2	Sensor Ethernet TX L	Red / blue
3	Sensor RS485 RX L	Pink
4	Sensor RS485 RX H	Gray
5	Sensor RS485 TX L	Brown
6	Sensor RS485 TX H	White
7	Sensor_GND	Blue
8	Sensor_Vcc	Red
9	Sensor Ethernet RX L	Black
10	Sensor Ethernet RX H	Purple
11	CAN H	Green
12	CAN L	Yellow

Please note that in the standard configuration the sensor does have a 120 Ohms resistor on board (CAN bus termination between CAN L and CAN H). Likewise, for the RS485 data interface there is a 120 Ohms resistor on board of the sensor. This resistor is required at either end of a CAN / RS485 bus.

Several cable sets for initial operation and test purposes are offered by smartmicro, to deliver a fast set-up of a sensor system. Among those preconfigured ready-to-run cables as well as cable stumps (pig tail cables or various lengths) which carry the connector on one side and open wires on the other.

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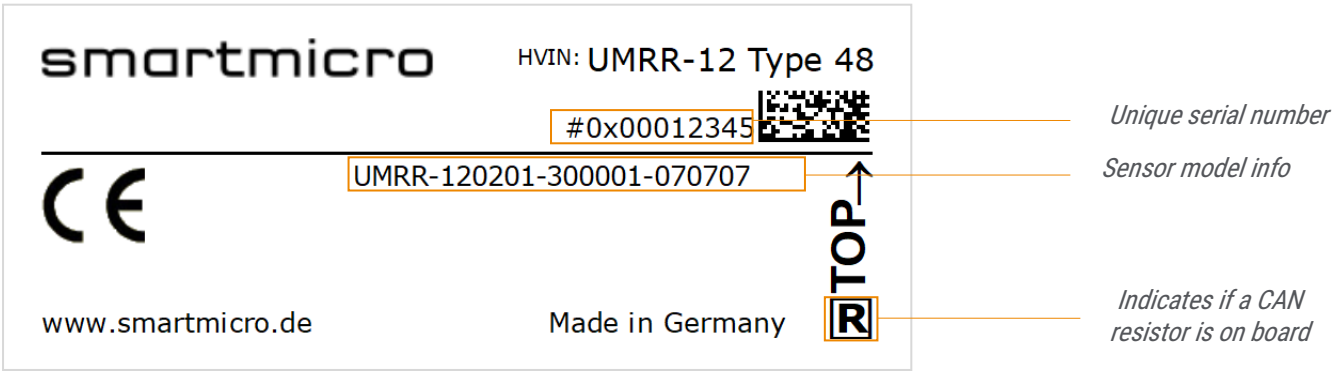
2.4 SENSOR AND HARDWARE IDENTIFICATION

The sensor housing is tagged with a type sticker containing the product description and the serial number. It also indicates which side of the sensor is the top side.

Sticker example:



Additionally, the DSP board and the RF board have their own unique serial numbers.

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3 GENERAL PERFORMANCE DATA

Parameter		Typical Values at 12.7dBm	Typical Values at 20dBm
Operating Frequency[2]		24.0…24.25GHz	
Range[3]	Minimum[4]	1.5m | 4.9ft	
	Max.: Pedestrian[5]	90m | 295ft	125m | 410ft
	Max.: Bike[5]	130m | 426ft	180m | 590ft
	Max.: Passenger Car[5]	200m | 656ft	260m | 853ft
	Max.: Truck[5]	300m | 984ft	
	Instrumented[4, 6]	150, 200 or 300m | 492, 656 or 984ft	
	Separation[4]	2 or 4m | 6.6 or 13ft	
	Accuracy[7]	±0.25 or ±0.5m | ±0.82 or ±1.64ft	
Speed[4]	Min. Abs. Radial Speed	0.1m/s | 0.3ft/s [0 for stationary target detection]	
	Min./Max.	-210…+210 or -320…+320km/h | -130.5…+130.5 or -198.6…+198.6mph	
	Separation	0.23 or 0.78m/s | 0.75 or 0.56 ft/s	
	Accuracy[8]	< ±0.1 or < ±0.28m/s; or ± 1% (bigger of)	
Angle	Field of View: Azimuth[9]	-55…+55°	
	Field of View: Elevation[9]	-10…+10°	
	Separation: Azimuth[10]	< 6°	
	Accuracy: Azimuth[11]	< 0.5°	

Mechanical Details		
Weight	≤ 1290g | ≤ 45.5oz	
Dimensions (H/W/D)	212.6 x 154.6 x 31.65mm | 8.37 x 6.09 x 1.25in (plus connector)	
Further Information		
Initialization Time	< 30s	
Processing Latency	4 cycles	
Operating Voltage[12]	7…32V	
Power Consumption[13]	9.5W	
Bandwidth	< 250MHz	
Max. Transmit Power (EIRP)	< 12.7dBm	< 20dBm
Operating & Storage Temperature	-40…+80°C | -40…+176°F	
Interfaces[14]	RS485 full duplex; Ethernet 10/100; CAN V2.0b (passive)	
Connector	Hirose LF10 series	
Shock / Vibration	$100g_{rms}$ / $14g_{rms}$	
Relative Humidity	0…95% (non-condensing)	
IP[15]	67	
Pressure or Transport Altitude	0…10000m | 0…32800ft	

[2] In certain regions, the frequency interval starts at 24.05GHz.

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MOUNTING POSITION

The sensor is usually mounted on a vertical pole at the roadside; no setback is required. Other mounting positions (gantry, mast arm, luminaire) are possible.

START-UP TIME

After powering up or resetting, sensor readings meet the specified performance in <30s.

3.1 SELF-DIAGNOSIS

The sensor cyclically reports a status message providing the following information: sensor run time, sensor cycle time, sensor mode and diagnosis information.

The sensor has a self-diagnosis feature to allow limited fail-safe capabilities, detecting for example:

- Sensor blindness
- Rain
- Detection and automatic suppression of RF interference (signals from other radar sensors in same frequency band)

Additionally, the radar is equipped with a sensor that facilitates measuring roll and pitch alignment.

3.2 SENSOR NETWORK

Sensors are typically used standalone. However, at intersections up to four sensors can be connected to one COM HUB (interface board to intersection controllers; available as accessory) using separate configurable frequency channels, which avoid mutual interference.

[3] Depending on the configuration.
[4] Depending on the waveform.
[5] Typical values; all values given for bore sight; they may vary depending on the clutter environment. Please note that the radar system can neither achieve a detection probability of 100% nor a false alarm rate equal to zero.
[6] The instrumented range indicates the maximum range at which the sensor can effectively process detections.
[7] Typical value, depending on the mode.
[8] The speed accuracy is measured at bore sight on an object with a constant radial speed.
[9] The total field of view is an angle interval in which reflectors can be detected; 3dB field of view is narrower.
[10] At 30dB S/N.
[11] The typical value is measured at a target output level at bore sight, for a point reflector showing >23dB SNR. Errors may increase towards larger angles.
[12] Measured at the connector for min. voltage slew rate of 500V/s or max. voltage rise time of 15ms. The supply source impedance is 0.5 Ohms.
[13] May vary between 8…14W depending on supply voltage and temperature; power consumption increases with supply voltage and with temperature. The typical value is given for 12V at 25°C.
[14] It is recommended to use an external surge protection for power, CAN, RS485, Ethernet and other interface ports.
[15] IP67 only when connector or cap is attached.

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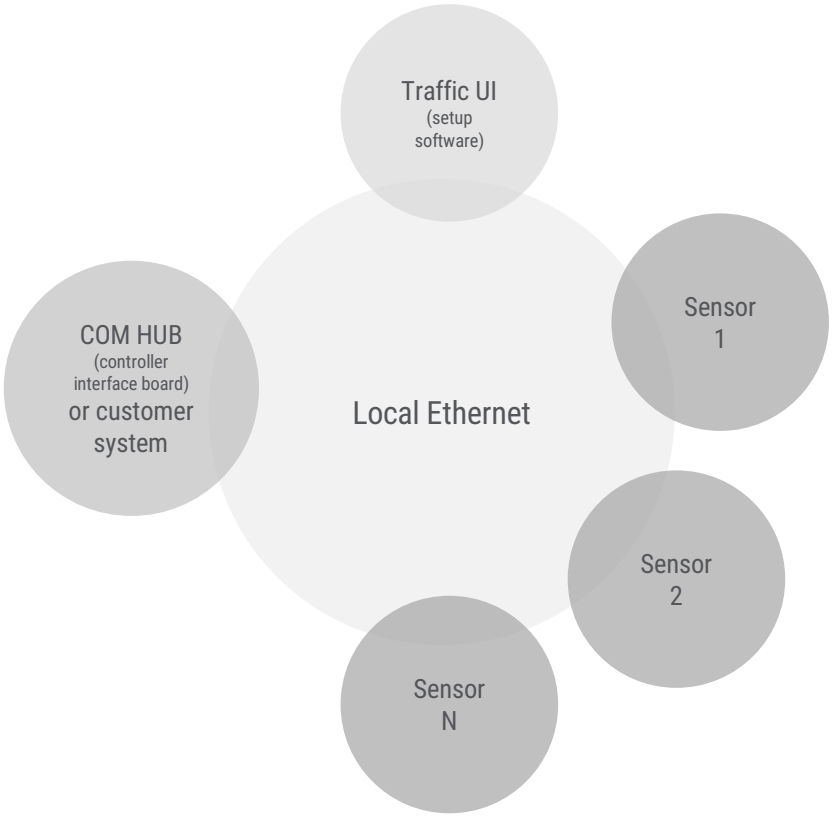
3.3 ETHERNET CONNECTION

The sensor supports UDP via Ethernet in a Local Area Network (LAN). Communication over low bandwidth environments or routed networks such as the world wide web are not supported.

Features:

- Ethernet standards IPv4, ARP, IGMP, IP multicast and UDP
- Support of DHCP
- smartmicro's proprietary communication protocol "smartmicro transport protocol" with:
    - IP/UDP Multicast based discovery protocol
    - Client ID based setup
    - Sensor data transmission



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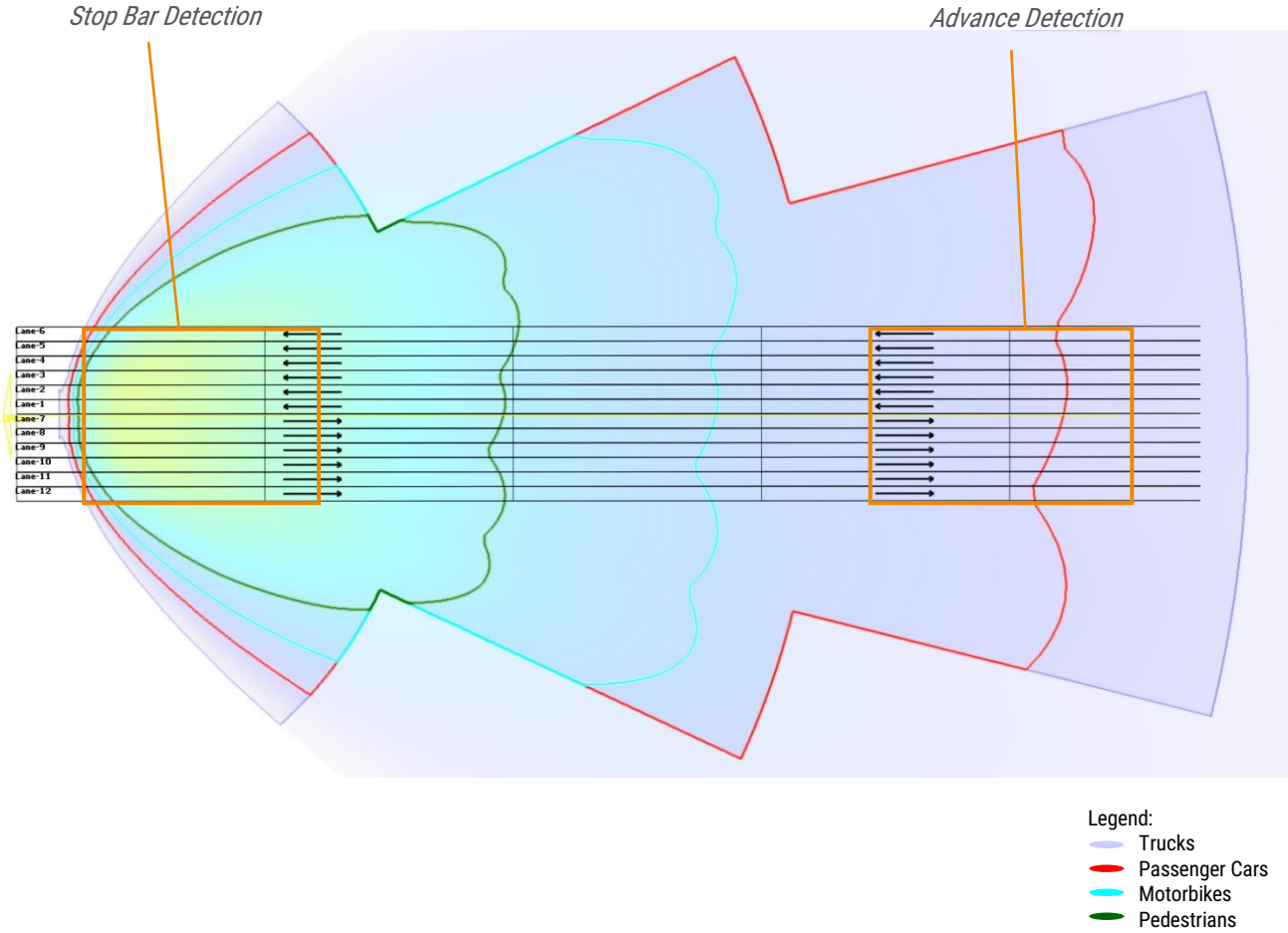
4 APPLICATION-SPECIFIC CHARACTERISTICS

The sensor can be used for the following different applications: intersection management, highway management and enforcement.

4.1 INTERSECTION MANAGEMENT: STOP+ADVANCE

At intersections the sensor is typically used for combined stop bar detection (true presence detection) and lane-specific advance detection (exploiting the long-range). Other features of the sensor are:

- Queue length measurement
- Custom trigger conditions (e.g. location, vehicle speed, classification)
- ETA measurement
- Speed measurement



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For all configurations:

Parameter		Typical Values (min…max.)
Mounting Height[16]		6m (1…10m) | 20ft (3…33ft)
Angle[17]	Sensor Azimuth Angle	-10° (-25…+25°)
	Sensor Elevation Angle[18]	-2° (-9…0°)
Stop Bar Setting[19]		25m (20…90m) | 82ft (66…295ft)
Advance Detection Setting		110m (40…170m) | 361ft (131…558ft)

Overview of configurations; all configurations listed are also available with high power mode (20dBm) for increased range:

Application	EIRP	Bandwidth	Range Separation	Instrumented Range	Sensitivity (Passenger Car)	Speed Interval	Cycle Time[20]	4D (Elevation)
Stop+Advance 3D/UHD+	12.7dBm	100MHz	4m	300m	200m	-210…+210km/h	100ms	No
Stop+Advance 4D/UHD+[21]	12.7dBm	100MHz	4m	300m	160m	-210…+210km/h	100ms	Yes
Stop+Advance 3D/UHD+	12.7dBm	200MHz	2m	200m	200m	-200…+200km/h	100ms	No
Stop+Advance 4D/UHD+[21]	12.7dBm	200MHz	2m	200m	160m	-200…+200km/h	100ms	Yes

[16] The mounting height may affect the maximum detection range. Occlusion needs to be considered.
[17] The best performance is typically achieved at the center of the given angular range.
[18] These values are application specific. For gantry mounting a steeper elevation angle is possible, but this limits the maximum range. A negative elevation angle means that the sensor is pointing towards the pavement.
[19] Do not use stop bar distances below 20m (at max. sensor elevation mounting angle -9°). Outside the recommended range, vehicle drops are more likely.
[20] Typical value; may be higher depending on the number of detected radar targets.
[21] Not available yet.

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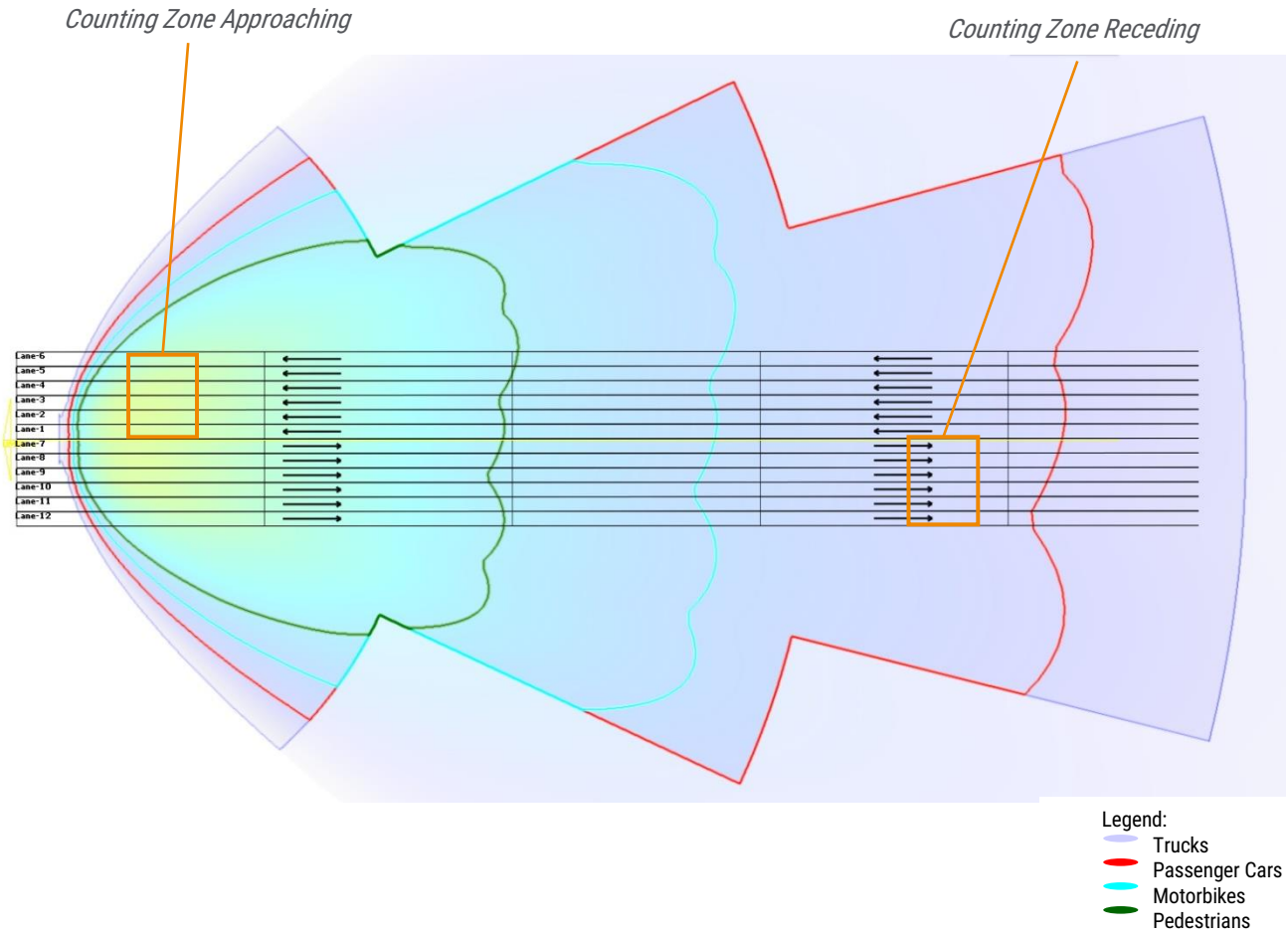
4.2 HIGHWAY MANAGEMENT: FORWARD+

On highways and country roads, the sensor can be utilized to count and classify traffic. Usually, statistic details are selected and reported in configurable intervals. Otherwise, already collected statistic data can be retrieved in push mode. Every vehicle can be displayed as per vehicle record (PVR) in real-time.

Other features of the sensor are wrong way detection, support of incident detection and speed measurement. The sensor delivers the following data:

- Classification
- Volume
- Occupancy
- Average speed
- Vehicle presence
- 85 percentile speed
- Headway
- Gap
- Wrong-way detection



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For all configurations:

Parameter		Typical Values (min…max.)
Mounting Height[22]		6m (1...10m) | 20ft (3...33ft)
Angle[23]	Sensor Azimuth Angle	-10° (-25...+25°)
	Sensor Elevation Angle[24]	-2° (-9…0°)
Counting Line Setting[25]	Approaching	30m (20m…90m) | 98ft (66…295ft)
	Receding	120m (70m…130m) | 394ft (230…427ft)
Setback		1m (0…10m) | 3ft (0…33ft)
Further Information		
Counting Accuracy[26]		> 95%
Classification Accuracy[26]		> 80%
Classes		7 (Pedestrian, Bicycle, Motorbike, Passenger Car, Transporter, Truck/Bus, Long Truck)

Overview of configurations; all configurations listed are also available with high power mode (20dBm) for increased range:

Application	EIRP	Bandwidth	Range Separation	Instrumented Range	Sensitivity (Passenger Car)	Speed Interval	Cycle Time	4D (Elevation)
Forward+ 3D/UHD+	12.7dBm	100MHz	4m	300m	200m	-210…+210km/h	100ms	No
Forward+ 4D/UHD+[27]	12.7dBm	100MHz	4m	300m	160m	-210…+210km/h	100ms	Yes
Forward+ 3D/UHD+	12.7dBm	200MHz	2m	200m	200m	-200…+200km/h	100ms	No
Forward+ 4D/UHD+[27]	12.7dBm	200MHz	2m	200m	160m	-200…+200km/h	100ms	Yes

[22] The mounting height may affect the maximum detection range. Occlusion needs to be considered.
[23] The best performance is typically achieved at the center of the given angular range.
[24] These values are application specific. For gantry montage a steeper elevation angle is possible but limiting the maximum range. A negative elevation angle means that the sensor is pointing towards the road.
[25] Outside the recommended range, vehicle drops are more likely.
[26] This is a typical value for a sensor that is properly installed at a suitable location. The counting and classification accuracy mainly depend on the mounting height and the traffic density as well as other factors.
[27] Not available yet.

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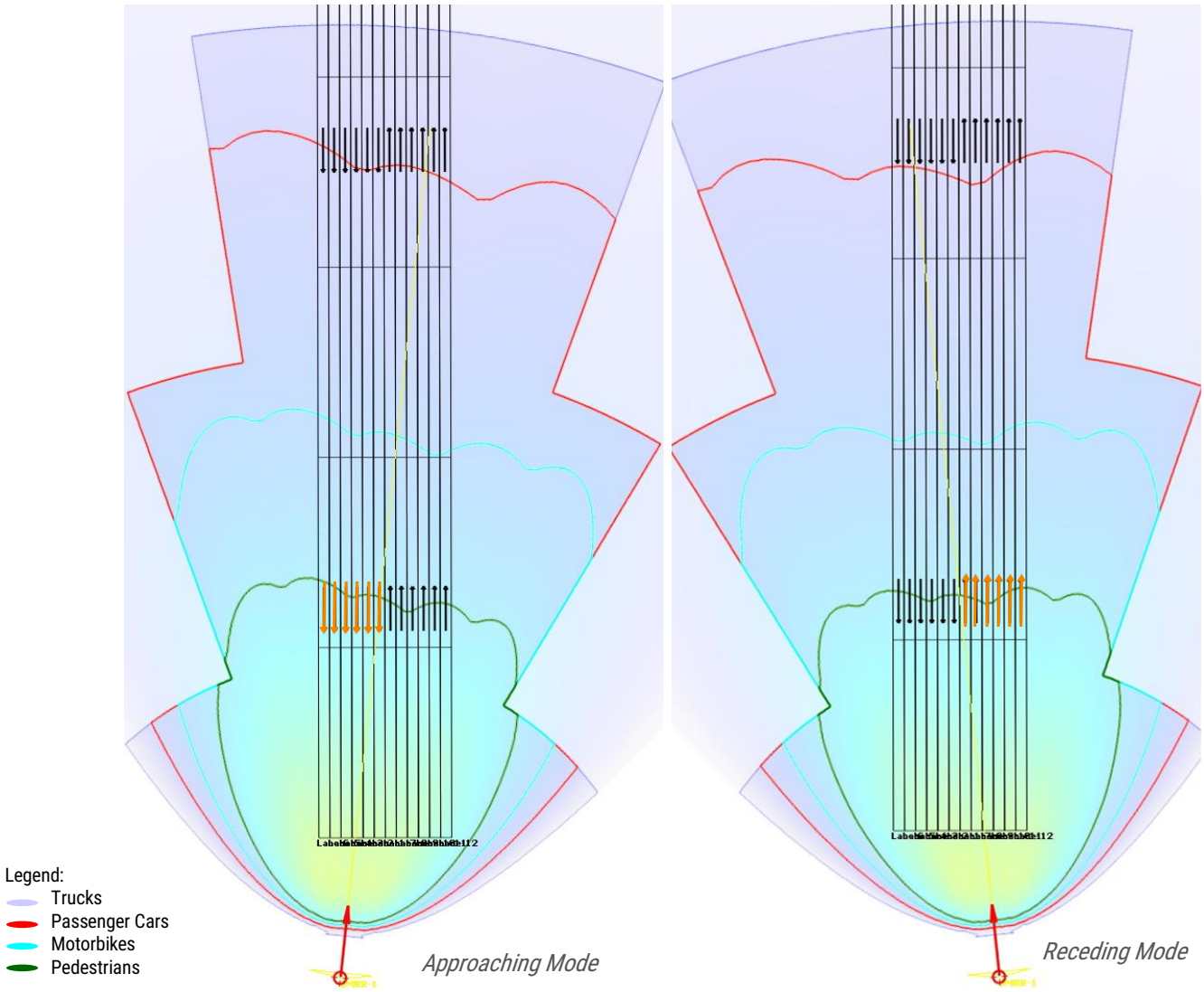
4.3 TRAFFIC ENFORCEMENT: RED-LIGHT AND SPEED ENFORCEMENT

For traffic enforcement purposes the sensor can be used for combined lane-specific speed and red-light enforcement. The sensor can track up to 256 objects simultaneously.



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For all configurations:

Parameter		Typical Values (min…max.)	
		Approaching Mode	Receding Mode
Mounting Height[28]		4m/6m (1…10m) | 13/20ft (3…33ft)	4m (1…10m)[28] | 13ft (3…33ft)
Angle[29]	Sensor Azimuth Angle	20° (-35…+35°)	20° (-35…+35°)
	Sensor Elevation Angle[30]	-6° (-9…0°)	-6° (-9…0°)
Photo Trigger Setting[31]		35m (20…50m) | 115ft (66…164ft)	45m (20…50m) | 148ft (66…164ft)
Further Information			
Speed Accuracy[32]		< ±0.28m/s or ±1% (bigger of)	
Track Initialization Time		6…10 cycles	

Overview of configurations; all configurations listed are also available with high power mode (20dBm) for increased range:

Application	EIRP	Bandwidth	Range Separation	Instrumented Range	Sensitivity (Passenger Car)	Speed Interval	Cycle Time	4D (Elevation)
Red-Light Enforcement 3D/UHD+	12.7dBm	100MHz	4m	150m	160m	-325…+325km/h	50ms	No
Speed Enforcement 3D/UHD+	12.7dBm	200MHz	2m	150m	160m	-325…+325km/h	50ms	No
Red-Light Enforcement 4D/UHD+[33]	12.7dBm	100MHz	4m	150m	160m	-325…+325km/h	50ms	Yes
Speed Enforcement 4D/UHD+[33]	12.7dBm	200MHz	2m	150m	160m	-325…+325km/h	50ms	Yes

[28] The mounting height may affect the maximum detection range. Occlusion needs to be considered.
[29] The best performance is typically achieved at the center of the given angular range.
[30] These values are application specific. For gantry montage a steeper elevation angle is possible but limiting the maximum range. A negative elevation angle means that the sensor is pointing towards the road.
[31] Outside the recommended range, vehicle drops are more likely.
[32] The speed accuracy is measured on an object having a constant radial speed, at bore sight.
[33] Not available yet.

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5 COMPLIANCES

The sensor model complies with the following EU directives:

- RED 2014/53/EU
- RoHS 2011/65/EU
- EC 1907/2006 REACH

Applied Standards:

- Spectrum Usage:
  - EN 300 440 V2.1.1
- EMC:
  - EN 301 489-1 V2.2.0
  - EN 301 489-3 V2.1.1
- Health and Safety:
  - EN 62311: 2008
  - EN 62368-1: 2014 + AC: 2015

With regard to operating conditions like temperature, vibration etc., this sensor model was tested and certified by independent test labs to comply with:

- NEMA TS-2 2003

Regarding spectrum usage, this sensor model was tested and certified by independent test labs (formally approved by a test lab or notified body):

- EU RED directive
- FCC part 15.245 and 15.249
- RSS-310
- RSS-210

This sensor model is also generally compliant with the following regional regulations (but may not be formally tested/approved):

- SRRC
- KCC
- MIIT
- NCC

Note: This statement of compliance means that the sensor allows operation compliant to the listed standards. However, not all standards are certified through test labs. Formal frequency approval or registration is not accomplished for all countries. In certain countries or regions, a customer-specific local frequency approval is reasonable. smartmicro supports customers throughout this process.

For certain configurations of this sensor the accuracy of the speed (and other) measured values was tested by the Swiss Federal Institute of Metrology METAS.

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6 LEGAL DISCLAIMER NOTICE

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The information provided, relates only to the specifically designated product and may not be applicable when the product is used in combination with other materials or in any process not defined herein. All operating parameters, including typical parameters, must be validated for each application by the customer's/user's technical experts. Customers using or selling smartmicro products for use in an application which is not expressly indicated do so at their own risk.

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Please note that the application of the product may be subject to standards or other regulations that may vary from country to country. smartmicro does not guarantee that the use of products in the applications described herein will comply with such regulations in any country. It is the customer's/user's responsibility to ensure that the use and incorporation of products comply with regulatory requirements of their markets.

If any provision of this disclaimer is, or is found to be, void or unenforceable under applicable law, it will not affect the validity or enforceability of the other provisions of this disclaimer.

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MUNICIPAL MAINTENANCE AGREEMENT

Texas Department of Transportation

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this 18th day of May 2022, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of Bee Cave (population 9,144, 2010, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City," party of the second part.

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

AGREEMENT

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

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

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COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:

   A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made a part hereof.

   B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B," which is attached hereto and made a part hereof.

2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.

3. Exhibits that are a part of this agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence.

GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.

2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.

3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.

4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.

5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements

6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.

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7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.

8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.

9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.

10. New construction of sidewalks, ramps or other accessibility related items shall comply with current ADA standards. The city is responsible for the maintenance of these items.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.

12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement

NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A."

State's Responsibilities (Non-Controlled Access)

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.

2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.

3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.

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4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.

5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.

6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph 5). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.

7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.

8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

City's Responsibilities (Non-Controlled Access)

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.

2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under "State's Responsibilities (Non-Controlled Access)"], parking stripes and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.

3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph 5).

4. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.

5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.

7. Perform mowing and litter pickup.

8. Sweep and otherwise clean the pavement.

9. Perform snow and ice control.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B."

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State's Responsibilities (Controlled Access)

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.

2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.

3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways and frontage roads.

4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.

5. Except as provided under "General Conditions" in paragraph 5, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.

6. Install, operate and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.

7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.

2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.

3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.

4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.

5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities") and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 5).

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TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code and 23 United States Code Section 116.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Bee Cave on the 18th day of May, 2022, and the Texas Department of Transportation, on the 20 day of May, 2022

ATTEST:

CITY OF Bee Cave

BY City Manager
(Title of Signing Official)

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

BY Tucker Ferguson
(District Engineer)

DocuSigned by:
Tucker Ferguson
78974EBCB5244BE...
5/20/2022

Austin District - AUS - 14 District

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For more information, call 512/416-3048.

NOTE: To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

DocuSign Envelope ID: 2D8F6A11-C48E-4106-80D2-71021B646E38

RESOLUTION NO. 2022-02

A RESOLUTION APPROVING THE AGREEMENT DATED MAY 18, 2022, BETWEEN THE STATE OF TEXAS AND THE CITY OF BEE CAVE, FOR THE MAINTENANCE, CONTROL, SUPERVISION AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF BEE CAVE; AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT; AND DECLARING AN EMERGENCY.

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

SECTION 1. That the certain agreement dated , between the State of Texas and the City of Bee Cave for the maintenance, control, supervision and regulation of certain State Highways and/or portions of State Highways in the City of Bee Cave be and the same is, hereby approved; and that Clint Garza, City Manager, is hereby authorized to execute said agreement on behalf of the City of Bee Cave and to transmit the same to the State of Texas for appropriate action.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.

PASSED AND APPROVED this 18th day of May, 2022.

Kara King

Kara King, Mayor

ATTEST:

Kaylynn Holloway, City Secretary

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EXHIBIT A

TABLE 1
NON - CONTROLLED ACCESS HIGHWAYS
(See Figure A-1)

ROADWAY	BTRM	ETRM	Description of Limits
SH71	556+1.579	562+.733	Approx. 0.127 mi E of Vail Divide to City Limit
RM3238	518+1.208	522+.076	Approx. 0.154 miles E of Caudill Ln to SH 71
RM620	524-.102	524+1.703	SH 71 to approx 0.02 mi S of Aria Dr
RM2244	534-.081	534+1.646	SH71 to City Limit

Maintenance Activity/Facility-Type	Responsibility	
	State	City
Traffic control signs and pavement striping/marking, highway routing signs.	X	
All pavement base and surface maintenance, repair, reconstruction, and resurfacing.	X	
All bridge maintenance, repair, reconstruction, and resurfacing.	X	
Assist with snow and ice control to supplement City resources when requested by the City and if State resources are available.	X	
Assist with vegetation management, including tree trimming, herbicide, wildflower establishment.	X	
Assist with mowing, sweeping, cleaning, debris removal, and litter control to supplement City resources when requested by the City and if State resources are available.	X	
All pedestrian and bicycle assets including pedestrian bridges, pedestrian rail, sidewalks, curb ramps, shared use path, bike lanes, bikeways or trails.		X
All maintenance and clean-up associated with local enforcement of ordinances, such as but not limited homeless encampments, graffiti, roadside vendors, or no parking areas		X
Traffic signals including all maintenance, repair, and improvement of all assets required to operate signalized intersections per signal agreement		X
All illuminations maintenance and repair for all assets, including electric service, per illumination agreement	X	
Drainage facilities outside of normal highway right-of-way.		X
All duties not specifically delineated as being State's responsibility.		X

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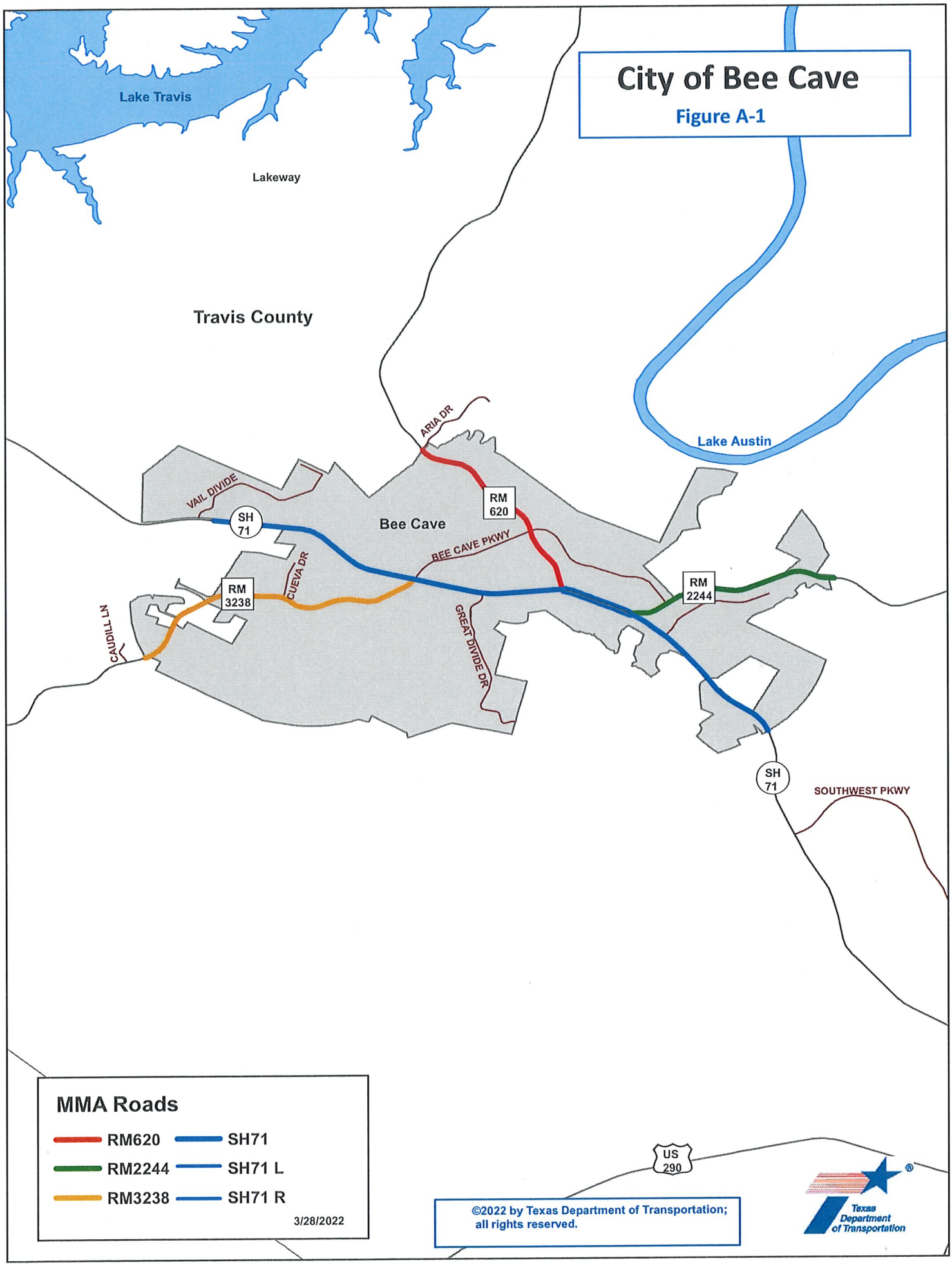

City Council Meeting
1/9/2024
Agenda Item Transmittal

Agenda Item:	**13.**
Agenda Title:	**Discuss and consider action on Ordinance No. 524 calling a Bee Cave General Election for May 4, 2024.**
Council Action:	**Approve Ordinance No. 524**
Department:	**City Secretary**
Staff Contact:	**Kaylynn Holloway, City Secretary**

1. INTRODUCTION/PURPOSE

Discuss and consider action on Ordinance No. 524 calling the General Election for May 4, 2024.

2. DESCRIPTION/JUSTIFICATION

a) Background

The election in May will be to elect a Mayor and two Council Members with terms expiring in May of 2026. Mayor King and Council Members Hohl and Rebber have terms that expire in May of this year.

b) Issues and Analysis

The first day for filing an application for a place on the ballot is January 17, 2024 and the last day is February 16, 2024.

Candidate packets are available for pick up in the City Secretary's office and available on the City's website.

Travis County has asked that all entities who would like the County Clerk to conduct their election inform them of their intent. Soon after that date we will know the cost allocation for each entity.
If the City wishes to move forward with a joint election, a Joint Election Agreement and an Election Services Agreement with Travis County will be on a future agenda for consideration.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

The deadline to call the General Election is February 16th.

5. RECOMMENDATION

Staff recommends approval of Ordinance No. 524.

ATTACHMENTS:

	Description	Type
🗋	Ordinance No. 524	Ordinance

ORDINANCE NO. 524

AN ORDINANCE OF THE CITY OF BEE CAVE, TEXAS ORDERING A GENERAL ELECTION IN THE CITY OF BEE CAVE, TEXAS, TO ELECT A MAYOR AND TWO (2) CITY COUNCIL MEMBERS FOR SAID CITY; MAKING PROVISION FOR THE CONDUCT AND GIVING NOTICE OF SAID ELECTION; PROVIDING FOR AN ELECTION AGREEMENT WITH TRAVIS COUNTY; COMBINING OF THE GENERAL ELECTION IN CONJUNCTION WITH OTHER PARTICIPATING ENTITIES IN A JOINT ELECTION; PROVIDING EARLY VOTING POLLING PLACES, TIMES, AND DATES; AUTHORIZING QUALIFIED VOTER PARTICIPATION; REQUIRING NOTICE OF ELECTION TO BE POSTED IN ENGLISH AND SPANISH; PROVIDING FOR SELECTION OF ELECTION JUDGES AND CLERKS; PROVIDING FOR SEVERABILITY, OPEN MEETING, AND EFFECTIVE DATE

WHEREAS, Texas Election Code, section 41.001(a)(2) provides that the uniform election date for political subdivisions, shall be the first Saturday in May; and

WHEREAS, the City of Bee Cave ("City") Home-Rule Charter, section 12.01, provides that the City's general elections shall be held on the uniform election date in May; and

WHEREAS, City Council of the City of Bee Cave hereby orders a General election to be held for the purpose of electing a Mayor and two (2) City Council Members for the term that expires in May 2026; and

WHEREAS, the City Council has made provision for the General Election to be conducted jointly with other political subdivisions in the area under the authority of Texas Election Code, Chapter 271; and

WHEREAS, the City has made provision to contract with Travis County to conduct the City's General Election pursuant to Chapter 31, of the Texas Election Code and Chapter 791 of the Texas Government Code (the "Election Agreement"), jointly with other political subdivisions that hold elections on the same day in all or part of the same territory of the City, as authorized in Chapter 271, Texas Election Code;

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

Section 1: Date of Election. A General Election shall be held in the City on the 4th day of May, 2024, which day is not less than Sixty-two (62) days from the date of the adoption hereof.

Section 2: Joint Election Agreement, Election Services Agreement, Use of Electronic Voting System and Authorization of Ballot. The election shall be held as a joint election pursuant to Texas Election Code Chapter 271 in conjunction with the City's General election and elections which may be held on the election day by other political

subdivisions (hereinafter "Participating Entities") under a Joint Election Agreement that will be submitted to the City Council for approval.

Pursuant to Chapter 31 of the Texas Election Code, the City Council orders that the Election be conducted pursuant to an Election Services Agreement with Travis County Clerk will be provided to the City Council for approval and said agreement is incorporated herein as if fully set out.

An electronic voting system, as defined and described in Title 8 of the Texas Election Code, shall be utilized for the Election and for early voting, by personal appearance and paper ballots for early voting mail.

Section 3: Election Day Precincts, Polling Places, Precinct Officials and Voting Times. The election precincts for this election shall be the Travis County Election Precincts wholly within the territorial limits of the City and the polling place established for each of these precincts shall serve as common polling places for the joint elections of the Participating Entities and they may be combined for the convenience of the voters. On Election Day, the polls shall be open from 7:00 AM to 7:00 PM. The returns for precincts in Travis County will be provided by precinct for the general election and the Travis County Administrator shall tabulate and provide the election returns for the general election.

Section 4: Conduct of Election. The Travis County Election Officer and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the Election Agreement with the City; and the official ballots, together with such other election materials as are required by the Texas Election Code, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law.

Section 5: Early Voting Polling Places, Times and Dates, Mail in Voting Procedures. Early voting for the election shall be conducted jointly with the Participating Entities in the joint election. Early Voting by personal appearance for the Election shall be conducted jointly at the locations and on the dates and times specified These Early Voting polling places shall be common polling places utilized by the City, the Participating Entities and Travis County, Texas. The main early voting polling place will be Travis County Airport Office, 5501 Airport Boulevard, Austin, Texas 78751. Early voting by personal appearance begins April 22, 2024 and ends on April 30, 2024.

The Regular Early Voting Clerk for voting by mail in the Election shall be the Bee Cave City Secretary. Applications from voters to vote early by mail in the Election shall be addressed to the Early Voting Clerk, 4000 Galleria Parkway, Bee Cave, Texas 78738. The Regular Early Voting Clerk for the City shall collect all applications for ballots received by the City at the above address during the period allowed by the Texas Election Code and shall deliver all such applications to the Joint Early Voting Clerk as directed under the Joint Election Agreement.

Section 6: Qualified Voters and Conduct of Election. All resident qualified electors of the City shall be permitted to vote at said election, and on the day of the election, such electors shall vote at the polling place designated for the City Election Precinct in

which they reside or at any Voting Center if they are used during this Election. This election shall be held and conducted in accordance with the Texas Election Code, and as may be required by law, all election materials shall be printed in both English and Spanish.

Section 7: Notices. Notice of the election in English and Spanish, and as otherwise provided by law, shall be posted not later than the 21st day before Election Day, on the bulletin board used for posting notices of the meetings of the City Council of the City of Bee Cave and shall remain posted continuously through Election Day. Notice of the Election in English and Spanish shall also be given by publishing the notice at least once, not earlier than the 30th day or later than the 10th day before Election Day in the official newspaper of the City.

Section 8: Election Materials and Supplies. The City Secretary is authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the Texas Election Code; provided that, pursuant to the Election Agreement between the City and Travis County, the Travis County Elections Officer shall have the duty and be responsible for organizing and conducting the election in compliance with the Texas Election Code; and for providing all services specified to be provided in the Election Agreement. The Travis County Elections Officer shall give the notices required by the Texas Election Code and the Election Agreement to be given for the election.

Section 9: Election Judges and Clerks. The presiding judges, alternate presiding judges and clerks for the election precincts, the Presiding Judge of the Early Voting Ballot Board and the Central Counting Station Manager and Tabulation Supervisor shall be selected and appointed by Travis County and its appointees in compliance with the requirements of state law.

Section 10: Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 11: Proper Notice and Open Meeting. The City Council officially finds, determines, and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance is adopted was posted for at least 72 hours preceding the scheduled time of the meeting and at the location required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended; and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter thereof was discussed, considered and formally acted upon.

Section 12: Authorization to Execute. The Mayor is authorized to execute and the City Secretary is authorized to attest this Ordinance on behalf of the City Council; and the Mayor is authorized to do all other things legal and necessary in connection with the holding and consummation of the Election.

Section 13: Effective Date. This Ordinance is effective immediately upon its passage and approval and publication as may be required by governing law.

PASSED AND ADOPTED this _____ day of January, 2024.

City of Bee Cave, Texas

_____
Kara King, Mayor

ATTEST:

_____
Kaylynn Holloway, City Secretary
City of Bee Cave, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
Ryan Henry, Law Offices of Ryan Henry, PLLC

City Council Meeting
1/9/2024
Agenda Item Transmittal

Agenda Item:	**14.**
Agenda Title:	**Discuss and consider action on the appointment of members to the Zoning Board of Adjustment.**
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 Zoning Board of Adjustment.

2. DESCRIPTION/JUSTIFICATION

a) Background

In June of 2022, the City Council approved Ordinance No. 475 adopting the UDC. The UDC amended Ordinance No. 419 which provided for the composition of the Zoning Board of Adjustment.

The Board shall consist of five (5) members and two (2) alternate members who are residents of the City of Bee Cave.

Any City Council member or the Mayor may nominate members to the Board. Each nominee must be approved by a simple majority vote of the City Council before becoming a member of the Board.
A term is two (2) years and the Board will elect a Chairperson and Vice-Chairperson from among its membership, with each officer holding office for one (1) year or until replaced by simple majority vote.
All members serve staggered two-year terms.

b) Issues and Analysis

At the last council meeting, Council reappointed Judson Scott, David DeStefano and Eric Johnston.

We have received one application at this time. It is attached.

The current roster is attached.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
Roster of Members	Backup Material
B. Sbrocco application	Backup Material

ZONING BOARD OF ADJUSTMENT (2023-2025)		
Name and Address	***Position/Term***	***Contact Information***
Eric Johnston	Position 1 January 1, 2026	ejohnston@beecavetexas.gov
	Position 2 January 1, 2026	
David DeStefano	Position 3/ January 1, 2025	ddestefano@beecavetexas.gov
Judson Scott	Position 4/ January 1, 2025	jscott@beecavetexas.gov
	Position 5 January 1, 2025	
	ALTERNATE January 1, 2025	
	ALTERNATE January 1, 2025	

December 2023

City of Bee Cave

Application for Zoning Board of Adjustment

Additional Supplemental Application Form Required

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

Name: Blake Sbrocco

E-mail: [redacted]

Address: [redacted]

How Long? 2 YEARS

Phone (Home): [redacted]

(Work):

Registered Voter? (Yes) No Certificate Number: (VUID) 2156737023

Occupation, Experience/Degrees Held? COMMUNITY DEVELOPMENT & REVITALIZATION — (JAN.'24) TEXAS GENERAL LAND OFFICE; BA from TEXAS A&M, Policy Cert. from Stanford, STRATEGY Execution For Public Leadership Cert from Harvard, and Grad Cert. in Homeland Security @ Bob School

Why do you want to serve on this group? PASSIONATE ABOUT VOLUNTEERING IN OUR COMMUNITY! UNIQUE OPPORTUNITY TO ASSIST IN FOSTERING RESPONSIBLE DEVELOPMENT WHILE ENSURING THAT ZONING DECISIONS ADHERE TO ESTABLISHED GUIDELINES & PROPERTY RIGHTS.

Do you have any potential conflicts of interest? N/A

Do you have any related experience? STARTING IN JANUARY I'LL BE WORKING FOR THE TEXAS GENERAL LAND OFFICE IN THEIR COMMUNITY DEVELOPMENT & REVITALIZATION OFFICE.

What do you feel you have to offer this group? VITAL ACCESS TO THE GENERAL LAND OFFICE (IF NEEDED), ~~and~~ & STRONG PASSION FOR SERVING OUR COMMUNITY.

TEXAS OPEN RECORDS ACT

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

ALLOW PUBLIC ACCESS (circle one)

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

Official Signature

Official Name (Please Print) Blake T. Sbrocco

Date Submitted: 12/15/2023

Received by:

Zoning Board of Adjustment Supplemental Application

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

Name: Blake T. Simmons

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

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

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

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

2) Please tell us about your other community programs or committees that you have been involved with. BEE CAVE FRIENDS OF THE PARK MEMBER; BEE CAVE ARTS FOUNDATION MEMBER; LTYA YOUTH COACH

3) Please tell us about applicable experience or certifications you have relevant to zoning and land use. STARTING IN JANUARY I'LL BE WORKING IN THE COMMUNITY DEVELOPMENT & REVITALIZATION OFFICE FOR THE TEXAS GENERAL LAND OFFICE

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

Blake Thomas Sbrocco

[redacted]

EDUCATION

Texas A&M University- *Bush School of Government & Public Service*
Master's, Public Service & Administration (MPSA) Graduation Date: May 2025

Texas A&M University- *Bush School of Government & Public Service*
Graduate Certificate, Public Management Graduation Date: May 2024

Texas A&M University- *Bush School of Government & Public Service*
Graduate Certificate, Homeland Security Graduation Date: August 2023

Stanford University- *Hoover Institution*
Certificate, Policy Graduation Date: August 2023

Harvard University- *Harvard Kennedy School in Collaboration with Harvard Business School*
Certificate, Strategy Execution for Public Leadership Graduation Date: June 2023

Texas A&M University- *College of Arts & Sciences*
Major: Communication Minor: Sport Management Graduation Date: December 16th, 2022
Honors: Cum Laude

WORK EXPERIENCE

01/'24- **Texas General Land Office (TXGLO) Community Development & Revitalization (CDR)**

CDR is funded by Community Development Block Grants – Disaster Recovery (CDBG-DR) and Mitigation (CDBG-MIT) that are allocated by the U.S. Department of Housing and Urban Development (HUD) following a Presidentially-declared major disaster. Programs typically administered by CDR including housing (single- family and multi-family), economic revitalization, infrastructure, and planning and other recovery and mitigation programs. CDR is projected to administer over $14 billion in CDBG-DR and CDBG-Mitigation (CDBG-MIT) funding for the state of Texas.

04/'16-Present **ABOVE Luxury Home Rentals**

Assist in hiring, scheduling, training and operations management. Helped procure new homes for the portfolio. Created a private air charter service for the company titled "FlyAbove."

03/'23-Present **District Intern Recruiter (Rep. Michael McCaul's District Office)**
Serving as a liaison to Texas A&M University utilizing networks and connections to assist individuals wanting a start in politics with a congressional office.

05/'22-08/'22 **House Foreign Affairs Committee Intern (Ranking Member McCaul)**
Assisted with committee hearing preparation, data research, and member statements.

05/'22-08/'22 **Congressional Intern (Rep. Michael McCaul's DC Office)**
Assisted with managing member's social media accounts, speechwriting, scheduling, event coordination, fundraiser events, constituent relations, guided capitol tours, and special interest meetings.

05/'18-11/'18 **Data Assistant in Governor Abbott's Campaign Office**
Assisted and gained data analytics, voter demographics, and county information to target campaign advertisement zones.

08/'17-08/'18 **Party Organization & Primary Elections Intern for Republican Party of Texas**
Assisted with managing all primary elections registration information: ballot signatures, CTA forms, and payments. Served as temporary driver and bodyman for former Chairman James Dickey.

05/'17-09/'17 **Political Intern in Governor Abbott's Campaign Office**
Worked with Governor's Texas DPS security detail and Advance team on event coordination, voter registration, cold-calling, and organizing block-walking groups.

08/'16-11/'16 **Campaign Volunteer for former State Representative Paul Workman, HD 47**
Block-walking, phonebanking. Assisted with constituent responses and newsletters/advertising within state capitol.

HONORS & AWARDS

2019 **Westlake Young Citizen of The Year Award**
Presented by the Westlake Chamber of Commerce to the most voted for individual recognized for service to the community and philanthropic work.

2017 **Gold President's Volunteer Service Award**
Presented by Young Men's Service League for 200+ hours of service.

CURRENT VOLUNTEERISM & PHILANTHROPY

2023- **Bee Cave Friends of the Parks Member**

2023- **Bee Cave Arts Foundation Member**

2023- **Lake Travis Youth Association Basketball Coach**

City Council Meeting
1/9/2024
Agenda Item Transmittal

Agenda Item:	**15.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
1/9/2024
Agenda Item Transmittal

Agenda Item:	**15.B.**
Agenda Title:	**Consultation with attorney regarding legal issues associated with city's intellectual property rights, marketing campaigns, promotional product distribution and updates in state law.**
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
1/9/2024
Agenda Item Transmittal

Agenda Item:	**15.C.**
Agenda Title:	**Personnel – Board and Commission member appointments for: Zoning Board of Adjustment**
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 of Bee Cave

City Council Meeting
1/9/2024
Agenda Item Transmittal