AGENDA

Regular Meeting

City Council

Tuesday, January 23, 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. Consent Agenda

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

A. Consider approval of the minutes of the Regular Session conducted on January 9, 2023.
B. Consider approval of the finance and investment reports. (Q4)

8. Discuss and consider action on Resolution No. 2024-03 accepting the termination of the Memorandum of Understanding with the Friends of the Parks Foundation.

9. Discuss and consider action on the 2024 Joint Election Agreement, Election Services Agreement and Resolution No. 2024-04 approving adoption of new election equipment with Travis County.

10. Discuss and consider action on Ordinance No. 525 adopting Article 1.06 of the Bee Cave Code of Ordinances providing for Bee Cave City Council Parliamentary Rules.

11. Discuss and consider action on Ordinance No. 526 amending Chapter 14 of the City Code, "Offenses And Additional Provisions", to add Articles 14.07, "Solicitations At Street Intersections", and 14.08 “Aggressive Solicitation”.

12. Close Regular Meeting

13. 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. A quorum of the City Council will be present for the executive session.

A. Personnel – City Manager

14. Close Executive Session

15. Open Regular Meeting

16. Consider action, if any, on Executive Session

17. Adjournment

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

I certify that the above notice of meeting was posted at Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, Texas, on the 19th day of January, 2024 at 4:00 P.M. (Seal)

_____

Kaylynn Holloway, City Secretary

City Council Meeting
1/23/2024
Agenda Item Transmittal

Agenda Item:	**7.A.**
Agenda Title:	**Consider approval of the minutes of the Regular Session conducted on January 9, 2023.**
Council Action:	**Approve**
Department:	**City Secretary**
Staff Contact:	**Kaylynn Holloway, City Secretary**

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
Minutes of January 9, 2024	Backup Material

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL
CITY OF BEE CAVE
January 9, 2024

STATE OF TEXAS §
COUNTY OF TRAVIS §

Present:

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

City Staff:

Clint Garza, City Manager
Kaylynn Holloway, City Secretary
Ryan Henry, City Attorney
Lindsey Oskoui, Assistant City Manager
Jenny Hoff, Communications Director
Dori Kelley, Business Relations and Development Manager
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, January 9, 2024.

Recognition and moment of silence

Citizen Comments.

Rick Scadden, 5400 Great Divide Dr., reported on the Groundwater District.

Staff Comments.

Dori Kelley, Business Relations and Development Manager, updated the Council on the latest numbers participating in Bee Cave on Ice.

City Manager Clint Garza reported on the construction progress on Hamilton Pool Road.

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

MOTION: A motion was made by Council Member Rebber, seconded by Council Member Hight, to approve the minutes of the Regular Session conducted on December 12, 2023.

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

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

The motion carried 6-0.

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

City Manager Clint Garza presented this item.

MOTION: A motion was made by Council Member Rebber, seconded by Council Member Willott, to approve Resolution No. 2024-01 supporting an Advanced Funding Agreement with TXDOT for design of improvements at the SH 71 & RM 3238 intersection.

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

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

The motion carried 6-0.

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

Jack Creveling and Clint Garza, Bee Cave's representatives on the Board, updated the Council on the activities of the Agency.

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

Chelsea Maldonado, Project Manager with Turner & Townsend Heery, presented this item.

MOTION: A motion was made by Council Member Rebber, seconded by Council Member Hight, to authorize staff to proceed with an RFQ for Construction Manager-at-Risk for Central Park Improvements Project.

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

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

The motion carried 6-0.

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

Ms. Maldonado presented this item.

MOTION: A motion was made by Council Member Hight, seconded by Council Member Hohl, to authorize staff to proceed with contract negotiations with OJB for Landscape Architect Design Services for Central Park Improvements Project.

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

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

The motion carried 6-0.

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

City Engineer Kevin Sawtelle presented this item.

Council Member Hohl stepped away from the dais.

MOTION: A motion was made by Council Member Hight, seconded by Council Member Rebber, to authorize the City Manager to purchase traffic signal radar detection equipment.

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

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

The motion carried 5-0.

Council Member Hohl took her seat at the dais.

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.

City Secretary Kaylynn Holloway presented this item.

MOTION: A motion was made by Council Member Hight, seconded by Council Member Hohl, to approve Ordinance No. 524 calling a Bee Cave General Election for May 4, 2024.

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

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

The motion carried 6-0.

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

This item will be considered after Executive Session.

Executive Session:

The City Council closed the Open Session at 7:01 p.m. to convene in Executive Session.

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

Executive session in accordance with the Texas Government Code, Section 551-074 – 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 7:23 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 Mayor King, seconded by Council Member Hohl, to appoint Alexandra Tinsman to Position 2 and Blake Sbrocco to Position 5 of the Zoning Board of Adjustment.

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

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

The motion carried 6-0.

Adjournment:

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

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

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

The motion carried 6-0.

The City Council meeting adjourned at 7:24 p.m.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

_____
Kara King, Mayor

ATTEST:

_____
Kaylynn Holloway, City Secretary

City Council Meeting
1/23/2024
Agenda Item Transmittal

Agenda Item:	**7.B.**
Agenda Title:	**Consider approval of the finance and investment reports. (Q4)**
Council Action:	**Approve as Submitted**
Department:	**Finance**
Staff Contact:	**Administration**

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is to Consider approval of the finance and investment report for Q4.

2. DESCRIPTION/JUSTIFICATION

a) Background

We provide financial and investment reports to the City Council as required each quarter.

b) Issues and Analysis

The report attached covers the period October 1st, 2023 through December 31st, 2023.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

N/A

5. RECOMMENDATION

Approve as submitted.

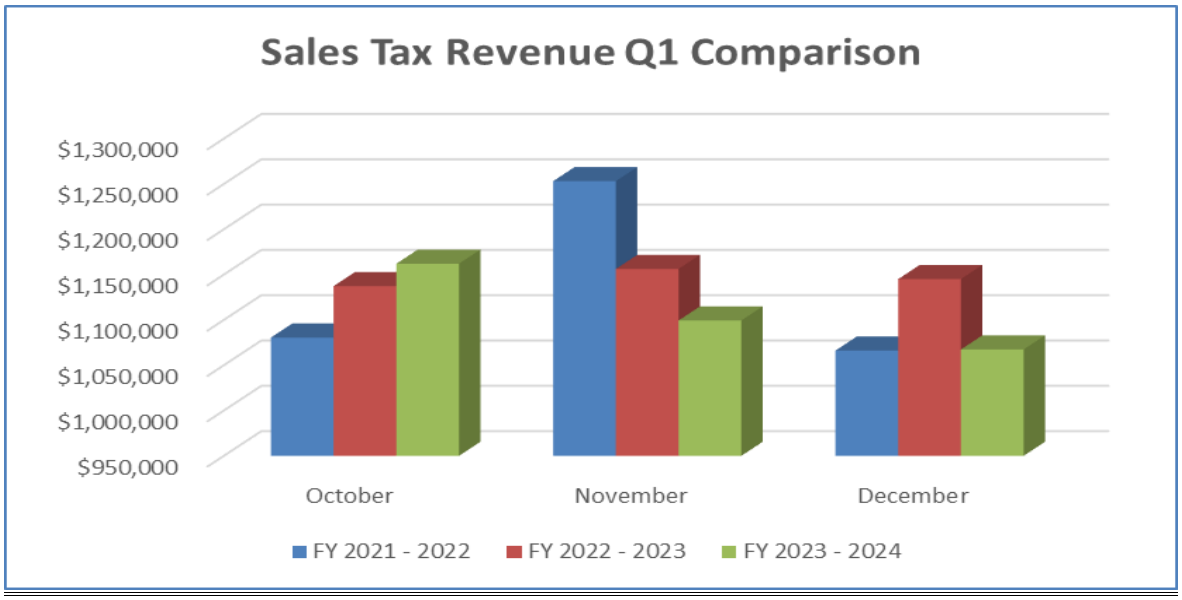
ATTACHMENTS:

Description	Type

Finance & Investment Report Cover Memo

To: City Manager, Mayor & Council
From: Finance
Date: 01/23/2024
Re: Quarterly Finance & Investments Report

Sales Tax:



Sales Tax Revenue results for the first quarter of the fiscal year are a little unsettling. We thought it might be beneficial to provide the prior fiscal year comparisons. As the chart illustrates, we started the quarter performing well but November saw a pretty significant drop off and the trend continued through December. Historically, there have been occasions where month-to-month results are impacted by larger corporate payers reconciling their calendar year P & L. Looking at the sales taxpayers reporting detail didn't provide additional clues, and by the end of the quarter, we finished down ~3.2% when compared to the prior fiscal year. Even when compared to the prior fiscal year Q1 results, we're still down ~2%.

As we do every year, we look forward to the February sales tax allocation, since it reflects consumer holiday spending. Those results will determine how we look at fiscal mid-year. As of this report date, we have received the January sales tax allocation in the total amount of just under $1.2M which was almost 2% above year-over-year. Hopefully, this trend will continue for our February allocation.

Other General Fund Revenue:

Revenue Description	Budget	FYTD	Perform%
MIXED BEVERAGE TAX	$165,000	$41,894	25.39%
FRANCHISE FEES	$564,000	$525	0.09%
BUILDING FEES	$376,000	$350,425	93.20%
MUNICIPAL COURT	$274,500	$108,610	39.57%

Building and Development Revenue continues to outperform the budget forecast. This happens due to our conservative approach to developments under review but not yet entitled or approved. Also not included in the listing above is Property Tax Revenue in our Debt Service Fund which begins to arrive near the end of the quarter and continues in earnest through January and February. We've received a little over $219K FYTD.

FYTD General Fund Expense by Department:

Department	Budget 9/30/2024	FYTD 9/30/2024	Used
5010 - ADMINISTRATION	$1,109,234	$370,653	33.4%
5020 - CITY COUNCIL	$54,600	$2,576	4.7%
5030 - LEGAL	$350,000	$47,041	13.4%
5040 - COMMUNICATIONS	$166,534	$49,270	29.6%
5120 - NON DEPARTMENTAL	$268,600	$143,252	53.3%
5140 - INFORMATION TECHNOLOGY	$431,000	$76,295	17.7%
5200 - LIBRARY	$1,150,372	$288,956	25.1%
5350 - PARKS	$525,862	$83,081	15.8%
5650 - FACILITIES	$359,278	$91,626	0.0%
5500 - MUNICIPAL COURT	$394,002	$87,117	22.1%
5520 - POLICE	$3,217,994	$1,001,726	31.1%
5620 - PLANNING & DEVELOPMENT	$1,125,289	$295,542	26.3%
5800 - CHAPTER 380	$1,250,000	$0	0.0%
5900- CIP NOC	$0	$0	0.0%
5990- TRANSFERS	$556,722	$0	0.0%
Totals	**$10,959,487**	**$2,537,135**	**23.2%**

General Fund and Department expenses finished the quarter under budget overall with a few exceptions. The non-departmental line item shown above reflects our annual TML Risk Insurance which is paid in advance for the entire fiscal year. The only department line item to mention for General Fund expenses during the first quarter were for the purchase of four (4) unbudgeted Chevrolet Tahoe's which had been previously unavailable. In addition, and specific to the Police Department, a budget amendment will be required to reconcile the almost 52% increase in annual costs for Dispatch with Council approval of the Inter-local Agreement completed September 29th, 2023.

Capital Projects Fund:

We're adding reporting for the expenses of the Cap Projects Fund 03 to the quarterly report moving forward. This is due to costs associated with multiple professional services providers as we continue the push toward numerous capital projects associated with significant funding. Also, the Cap Projects Fund exists on paper only and receives no revenue other than the budget transfer required from the General Fund and materially impacts reserve balances. Here are some of the Fiscal YTD professional services expenses:

Lake Flato:	*$235,588*
Turner & Townsend Heery:	*$172,076*
Pape-Dawson:	*$90,748*

We will begin incurring expenses for a number of other professional service providers now working under contract including PGAL Architects, HOAR Construction, HDR Engineering, Rodriguez Transportation (RTG) as well as other providers like Pape-Dawson Engineering that are expensed to the Road Maintenance and Economic Development Funds. Also, Council recently approved a previously unbudgeted $221K expense using Road Maintenance Funds for the purchase of signal radar detection equipment. Altogether, these represent a significant increase in money out the door – exceeding monthly payroll and operating M&O expenses - which will dramatically reduce investment contributions over the next 2-3 years.

Banking:

	Beginning Balance	Deposits	Withdrawals	Interest Earned	Avg Rate	Ending Balance
Wells Fargo- Primary Checking	$75,320.97	$5,924,657.91	($5,796,010.65)	$1,306.39	1.0900%	$203,968.23
Wells Fargo - Money Market	$253,903.20	$1,300,000.00	($750,000.00)	$5,487.07	5.2833%	$809,390.27
Totals	**$329,224.17**	**$7,224,657.91**	**($6,546,010.65)**	**$6,793.46**	**3.1867%**	**$ 1,013,358.50**

At the regular meeting on December 12th, Council approved a recommendation to continue bank depository service with Wells Fargo. One determining factor was the performance of our Safe-Keeping Money Market account. This account's rate performance continued to improve during the quarter.

Investment Performance:

Account	Beginning Balance	Contributions	Withdrawals	Interest Earned	Avg Rate	Ending Balance
Govt Pool (Texas Class)	$20,847,107.46	$1,000,000.00	$0.00	$298,013.17	5.6628%	$22,145,120.63
Govt Pool (Logic)	$15,147,440.98	$0.00	($275,000.00)	$211,092.39	5.5480%	$15,083,533.37
Govt Pool (TexStar)	$77,040.44	$0.00	($70,000.00)	$125.89	5.3305%	$7,166.33
Govt Pool (TexPool)	$45,324.21	$0.00	($40,000.00)	$89.92	5.3733%	$5,414.13
Totals	**$36,116,913.09**	**$1,000,000.00**	**($385,000.00)**	**$509,321.37**	**5.4787%**	**$ 37,241,234.46**

We increased our interest earnings revenue once again by well over $500K during the quarter. Current economic conditions indicate interest earning rates are dropping off after exceeding 5.5%; however, this may bode well for any possible future debt issuance scenarios.

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

City Council Meeting
1/23/2024
Agenda Item Transmittal

Agenda Item:	**8.**
Agenda Title:	**Discuss and consider action on Resolution No. 2024-03 accepting the termination of the Memorandum of Understanding with the Friends of the Parks Foundation.**
Council Action:	**Discussion and possible action**
Department:	**City Manager**
Staff Contact:	**Clint Garza, City Manager**

1. INTRODUCTION/PURPOSE

The purpose of this item is to accept the termination of the Memorandum of Understanding with the Bee Cave Friends of the Parks Foundation.

2. DESCRIPTION/JUSTIFICATION

a) Background

The Bee Cave Friends of the Parks Foundation has worked alongside the City of Bee Cave staff for over 5 years on advancing the City's goals for park improvements and user experience.

b) Issues and Analysis

The City remains grateful for all the hard work and support throughout the partnership. Staff recognizes the value provided thus far and hopes to continue to partner with former members of the organization for future volunteer events.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
MOU	Backup Material
Termination Letter	Backup Material

RESOLUTION NO. 2024-03

A RESOLUTION OF THE CITY OF BEE CAVE, TEXAS, CITY COUNCIL ACCEPTING THE TERMINATION OF THE MEMORANDUM OF UNDERSTANDING WITH THE FRIENDS OF THE PARKS FOUNDATION

WHEREAS, the Friends of the Parks Foundation Board had a meeting on January 11, 2024 and unanimously voted to dissolve the Memorandum of Understanding (MOU) with the City of Bee Cave, Texas effective Immediately; and

WHEREAS, the City staff and the Friends of the Parks Foundation Board had previously discussed the changing needs of the City, the changing environment to accommodate parks, maintenance, and operations, and changing resources, among other challenges; and

WHEREAS, pursuant to the MOU, the Friends of the Parks Foundation Board submitted a letter on January 11, 2024, noting the unanimous vote to dissolve the MOU with the City; and

WHEREAS, the City of Bee Cave acknowledges the Friends of the Park Foundation Board is made up entirely of volunteers who dedicate their own personal time and efforts to the; and

WHEREAS, the City of Bee Cave City Council wish to thank the Friends of the Parks Foundation Board for their dedication, time, and efforts over the years to the City's parks and to its citizens; and

WHEREAS, the City of Bee Cave City Council acknowledges the parks and City as a whole benefited significantly from the efforts of the Friends of the Parks Foundation Board and appreciate all of the members of the Board; and

WHEREAS, the City of Bee Cave Council accepts the termination of the MOU effective immediately.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS that the City Council accepts the letter of termination and the dissolution of the MOU between the Friends of the Parks Foundation and the City of Bee Cave, Texas.

DULY PASSED AND APPROVED, on the _____ day of _____, 2024 at a regular meeting of the City Council of the City of Bee Cave, Texas, which was held in compliance with the Open Meetings Act, Gov't. Code §551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF BEE CAVE, TEXAS

_____

Kara King, *Mayor*

ATTEST:

_____

Kaylynn Holloway, *City Secretary*

APPROVED:

_____

Ryan Henry, City Attorney

STATE OF TEXAS §
§ **MEMORANDUM OF UNDERSTANDING**
COUNTY OF TRAVIS §

THIS AGREEMENT, is made and entered into this day by and between the **CITY OF BEE CAVE, TEXAS**, organized and existing under the laws of the State of Texas, acting by and through its duly authorized representative, and hereinafter referred to as the "CITY", and **FRIENDS OF BEE CAVE FRIENDS OF PARKS FOUNDATION**, Bee Cave, Texas, acting by and through its duly authorized representative as a 501(c)(3) corporation, hereinafter referred to as "FRIENDS".

WHEREAS, Friends is a legally distinct entity, separate from the City, duly incorporated 501 (c)(3) non-profit corporation created under applicable federal and state laws for the purpose of charitable and community service work to promote public use of Bee Cave Parks and Trails systems, to foster an appreciation of its cultural and educational value to the community, and to encourage improvement of its resources and services; and,

WHEREAS, the City and Friends wish to enter into this agreement in order to set forth the parties respective expectations in assisting each other to promote, develop and enhance the City parks and trails.

NOW THEREFORE, in consideration of the provisions hereinafter set forth in this agreement, the City and Friends mutually agree as follows:

Section I
Responsibilities

A. The City agrees to undertake the following actions to the extent allowed by law:

1. include the Friends in the long-term planning process to ensure that the Friends are aware of the goals and direction of the parks and trails; and,
2. to share with the Friends the parks trails strategic initiatives at the beginning of each fiscal year and discuss with Friends how their resources and support might help forward these initiatives; and,
3. to supply the Friends with a "wishlist" each year that indicates the anticipated needs for Friends support; and,
4. to provide the Friends with staff support to assist them with development of the newsletter, mass mailings, meeting coordination, and Friends promotional materials, to the extent it does not interfere with the primary functions of operating the parks;
5. to provide public space for Friends membership brochures and promotional materials, to the extent it does not interfere with the primary functions of operating the parks and trails; and,

B. Friends agree to undertake the following actions to the extent allowed by law:

1. publicly support the City and its policies; and,
2. to include a member from the Bee Cave Parks, Recreation and Facilities Department as a non-voting presence at all Friends' meetings and to allow room on the agenda for a Parks report; and,
3. any and all monies raised will be spent exclusively for parks and trails programs, services, and other City defined needs unless otherwise agreed to by both the Friends and the City and as permitted by the articles of incorporation or bylaws of the Friends; and,
4. agree that the City has the final say in accepting or declining any and all gifts made to the parks; and,
5. to engage in advocacy efforts on behalf of the City under the guidance of the City and shall cease at any time at the request of the City; and,
6. that if they cease to actively fundraise and promote the City, they will dissolve and distribute all remaining funds to the City, and provide any and all material which is helpful and conducive to the formation of a new friends of the parks foundation to be established in the future; and,
7. will not discriminate against any person because of race, religion, color, gender, or national origin.

Section II
Effective Date & Termination

This Agreement shall be effective upon execution by both parties and shall remain in force until terminated as provided for herein. The parties shall have the right to terminate this Agreement for any reason at any time after ten (10) days written notice to the other party.

All property, materials or other items furnished by either party pursuant to this Agreement are considered property of the respective party and shall be returned to that party upon termination or upon request at any time during this Agreement.

Section III
Roles and Liability of the Parties

A. Agency. The parties expressly acknowledge and agree that the actions of Friends' members while in the performance of duties authorized by this Agreement shall not be deemed to be the actions of the City. Friends shall educate and inform their members of their role and shall not allow conduct prohibited under the terms of this Agreement. No member, volunteer or other personnel of Friends shall be considered an employee of the City for purposes of gaining any rights or benefits due an employee of the City pursuant to the City's personnel policies.

B. Compliance with all laws. The parties shall observe and comply with the Constitutions of the United States and the State of Texas, and all applicable Federal, State, County and City laws, rules, ordinances and regulations in any manner affecting the conduct and performance of all obligations undertaken pursuant to this Agreement.

C. No Joint Venture or Joint Enterprise. This Agreement shall not be construed to establish a joint venture or joint enterprise by the parties. Nor shall this Agreement be construed to create or grant rights, contractual or otherwise, to any other person, third party or entity not a party to this contract.

D. Assignment. Neither party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party.

E. Liability. The City shall not be liable for any claims, damages or attorney's fees arising from any negligent or unlawful acts of Friends or its members arising from the performance of duties or responsibilities under this Agreement.

F. Fiscal Year Limitation. In no event shall any provision of this Agreement be interpreted to obligate the City to expend any funds, unless approved by the Bee Cave City Council for any fiscal budget year.

Section IV
Miscellaneous

A. Severability. If any word, phrase, clause, sentence or provision of the Agreement, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, such finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not effect the remaining portions of the Agreement, this being the intent of the parties in entering this Agreement; and all provisions of this instrument are declared to be severable for this purpose.

B. Construction of Agreement. Although the Agreement is substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other.

C. Full and Final Agreement. This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof, and may only be amended by a written document signed by both parties. All prior and contemporaneous understandings, whether written or oral, are merged herein.

D. Notice. Any notice required to be given under the terms of this Agreement shall be in writing. Notice shall be deemed delivered, whether or not actually received, three (3) days after it is deposited in the U.S. Mail, certified mail, return receipt requested, properly addressed as set forth below with correct postage, with a copy sent concurrently by facsimile. Notice given in any other way shall be effective when and if actually received. Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

CITY:	City of Bee Cave 4000 Galleria Parkway Bee Cave, Texas 78738 Attn: City Manager Phone: 512-767-6611	FRIENDS:	David D Ginger 5000 High Canyon Pass Bee Cave, Texas 78738 Phone: 512-431-6154

Executed to be effective as of the 27th day of December, 2018.

CITY OF BEE CAVE

Monty Parker, Mayor

ATTEST

Kaylynn Holloway, City Secretary

APPROVED AS TO FORM

Patty L. Akers, City Attorney

BEE CAVE FRIENDS OF PARKS FOUNDATION

By: David D Ginger

Title: President and Board of Director

FROM: Bee Cave Friends of the Parks Foundation

TO: City of Bee Cave, Texas

Date: January 11, 2024

RE: MOU

Dear City Manager,

This is to serve as written notice that the Bee Cave Friends of the Parks Foundation's Board of Directors have unanimously voted to dissolve the Memorandum of Understanding (MOU) with the City of Bee Cave, Texas, effective immediately.

We have pride in our monthly Park Workdays over the last 5 years, which have provided hundreds of volunteer hours to many youth groups in the community, as well as supported park clean ups, maintenance, and wild seed planting. We enjoyed community events that we created such as Barktoberfest, Fun Runs, BINGO, Earth Day and participating in Halloween Trunk or Treat.

We will close out our bank account and provide a cashier's check made payable to the City of Bee Cave. Per the MOU, and BCFOP Foundation's Board vote, we request that these funds be used towards expenses at the Bee Cave Primitive Park.

If you have questions or concerns, please contact me at texterri1@gmail.com

Thank you,

Terri Mitchell

Terri Mitchell, President

BCFOP Foundation

City Council Meeting
1/23/2024
Agenda Item Transmittal

Agenda Item:	**9.**
Agenda Title:	**Discuss and consider action on the 2024 Joint Election Agreement, Election Services Agreement and Resolution No. 2024-04 approving adoption of new election equipment with Travis County.**
Council Action:	**Approve**
Department:	**City Secretary**
Staff Contact:	**Kaylynn Holloway, City Secretary**

1. INTRODUCTION/PURPOSE

To discuss and consider action on the 2024 Joint Election Agreement, Election Services Agreement and Resolution No. 2024-04 approving adoption of new election equipment with Travis County.

2. DESCRIPTION/JUSTIFICATION

a) Background

The City of Bee Cave will hold a General Election on May 4th to elect a Mayor and two Council Members.

In the past, the City has entered into agreements with Travis County to conduct our elections and for the use of their election equipment. These new agreements and Resolution are for the current 2024 year.

b) Issues and Analysis

The purpose of the Election Services Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

The attached Joint Election Agreement is an agreement between all participating entities in this election. The exhibits to this agreement have not been provided by the County at this time. Exhibit A will be the list of participating entities, Exhibit B, the list of early and election day polling places and Exhibit C, the cost estimates.

Resolution No. 2024-04 requires the City of Bee Cave to provide at least one accessible voting system in each polling place used in a Texas election on or after August 1, 2023. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot. Travis County will provide this equipment for our polling places.

The final cost for Travis County to conduct our election will be submitted to the City once they know the number of entities participating.

Once the City signs the contracts, they will go to the Commissioner's Court for approval and execution.

3. FINANCIAL/BUDGET

Amount Requested	$10,000	Fund/Account No.	502-231
Cert. Obligation		GO Funds	
Other source		Grant title	
Addtl tracking info			

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
Election Services Agreement 2024	Backup Material
Joint Election Agreement 2024	Backup Material
Resolution 2024-04	Backup Material

ELECTION AGREEMENT BETWEEN
TRAVIS COUNTY AND CITY OF BEE CAVE

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code and Chapter 791 of the Texas Government Code, Travis County (the "County") and City of Bee Cave ("Participating Entity") enter into this agreement (this "Agreement") for the Travis County Clerk, as the County's election officer (the "Election Officer"), to conduct the Participating Entity's elections, including runoffs, and for the Participating Entity's use of the County's current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Texas Election Code, for all Participating Entity elections. The purpose of this Agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

Section 1. GENERAL PROVISIONS

(A) Except as otherwise provided in this Agreement, the term "election" refers to any Participating Entity election, occurring on any uniform election date prescribed by the Texas Election Code or a primary election date, along with any resulting runoff, if necessary, within all Participating Entity's territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date. In the event that the Participating Entity and the Election Officer do not agree on a run-off date, the Participating Entity agrees to the run-off date selected by the Election Officer.

(B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in Section 1(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible thereafter to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer the election, the new election will be based on all other applicable provisions of this Agreement except provisions that are inconsistent and cannot be feasibly applied.

(C) Except as otherwise provided in this Agreement:

(1) The term "Election Officer" refers to the Travis County Clerk;
(2) The term "precinct" means all precincts in the territory of the Participating Entity located within Travis County.
(3) The term "election services" refers to services used to perform or supervise any or all of the duties and functions that the Election Officer determines necessary for the conduct of an election.
(4) The term "cost for election services" includes the costs for personnel, supplies, materials, or services needed for providing these services and an administrative fee as permitted by the Texas Election Code but does not refer to costs relating to the use of the voting equipment

(D) Except as otherwise provided in this Agreement, the cost for "use of voting equipment" for a particular election is the amount the County will charge the Participating Entity for use of the County's voting equipment in use at the time of that election.

(E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.

(F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).

(G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

SECTION 2. PARTICIPATING ENTITY'S USE OF VOTING EQUIPMENT; DUTIES OF THE ELECTION OFFICER AND OF THE PARTICIPATING ENTITY

The County shall make available to the Participating Entity the County's current voting system and any future-acquired voting system as authorized under Title 8 of the Texas Election Code, subject to restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, special elections, and subsequent runoff elections, if applicable. The Election Officer may also impose restrictions and conditions to protect the equipment from misuse or damage.

SECTION 3. APPOINTMENT OF ELECTION OFFICER

(A) The Travis County Election Officer ("Election Officer") is appointed to serve as the Participating Entity's Election Officer and Early Voting Clerk to conduct the Participating Entity's elections described in Section 1.

(B) As the Participating Entity's Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.

(C) The Participating Entity shall continue to perform those election duties listed in (1) through (6) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:

(1) Preparing, adopting, and publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing

action by the governing authority of the Participating Entity necessary to the conduct of an election, except that:

a. The Election Officer does not provide newspaper notices on behalf of the Participating Entity with respect to a specific election.

b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:

i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;

ii. The Election Officer shall provide written confirmation to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and

iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).

(2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;

(3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;

(4) Conducting the official canvass of a Participating Entity election;

(5) Administering the Participating Entity's duties under state and local campaign finance laws;

(6) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.

(D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language, including any required language translations, and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity may also monitor and review all logic and accuracy testing and mandatory tabulations. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached. The Participating Entity shall be responsible for any and all actual costs associated

with correcting the ballot and ballot programming if the error is discovered after the Participating Entity has signed off on its final proof containing the error.

(E) The City Secretary will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. The City Secretary will serve as the Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots and forward these applications to the Joint Early Voting Clerk. The City Secretary will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Texas Election Code that the Election Officer will not perform.

SECTION 4. ELECTION WORKERS AND POLLING PLACES

(A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.

(B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.

(C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.

(D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.

(E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. **In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary**.

SECTION 5. PAYMENTS FOR ELECTION SERVICES

(A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.

(B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.

(C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled in accordance with Subchapters C and D of Texas Election Code Chapter 2, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of $100.

(D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.

(1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: elections@traviscountytx.gov, with a copy to ElectionEntities@traviscountytx.gov. The Participating Entity has designated the City Secretary as the Participating Entity's representative for sending and receiving e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and receiving e-mail communications pursuant to Section 5: kholloway@beecavetexas.gov

(2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating

entity by the total number of registered voters for all of the participating entities involved in the joint election and multiplying that quotient by the total cost of the election. The product of these numbers is the pro rata cost share for each participating entity. The Participating Entity acknowledges and understands that if any other participating entity listed in the cost estimate cancels its election, each remaining participating entity's pro rata cost (including the Participating Entity's pro rata cost share) will result in a proportionate cost increase.

(3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 60% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.

(4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 60% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.

(5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).

(F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.

(1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.

(2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if,

at the end of the calendar year, the County Auditor's Office makes adjustments to the election workers' payroll and the amount already paid by the Participating Entity for election worker payroll costs exceeds the payroll amounts calculated by the County Auditor's Office.

(G) The Participating Entity shall promptly review an election invoice and any supporting documentation when received from the County. The Participating Entity may audit, during the County's normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice. Failure by the Participating Entity to timely pay an invoice in full may impact the Election Officer's participation in future elections with the Participating Entity.

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

(A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.

(B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.

(1) For each election the Election Officer conducts for the Participating Entity after January 1, 2024, through January 1, 2025, the Participating Entity shall pay (a) the sum of four percent of the cost of the electronic voting system equipment installed at a polling place and four percent for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services, if the sum is greater than $100.00, and (b) $100.00 if the sum described in (a) is $100.00 or less.

(2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, electronic pollbooks, and ballot programming software.

(C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.

(D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

(A) All of the Participating Entity's voters within Travis County will have access to all of the Travis County Early Voting sites in each election at no additional cost.

(B) If the Participating Entity desires to have one or more early voting sites that are in addition to those sites the Election Officer has already selected for a specific election, the Participating Entity must submit the request to the Election Officer no later than 60 days before the election, and the Election Officer will thereafter provide a written estimate to the Participating Entity that sets forth the estimated cost for providing the additional early voting location(s) and the deadline by which the cost estimate must be paid. If, after receiving the cost estimate, the Participating Entity desires to move forward with having the additional early voting location(s), the Participating Entity will notify the Election Officer and include payment of the cost estimate with the Participating Entity's notice to the Election Officer no later than the deadline specified in the Election Officer's cost estimate. *Pursuant to Texas Election Code Section 85.064(b) and notwithstanding any provision to the contrary, the Election Officer has sole discretion to determine whether to provide any additional early voting sites requested by the Participating Entity*.

SECTION 8. COMMUNICATIONS

(A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.

(B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, Elections Division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.

(C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

(A) <u>Amendment/Modification</u>

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing and

duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dyana Limon-Mercado, Travis County Clerk (or her successor), may propose necessary amendments or modifications to this Agreement in writing in order to conduct a joint election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Unless otherwise provided herein, any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

City of Bee Cave
Kaylynn Holloway
4000 Galleria Parkway
Bee Cave, TX 78738

TRAVIS COUNTY
Honorable Dyana Limon-Mercado, Travis County Clerk (or her successor)
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable Delia Garza, Travis County Attorney (or her successor)
314 West 11th Street, 5th Floor
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section. When notices by e-mail are permitted by this Agreement, (1) the notice is deemed effective upon the day it is sent if the e-mail is received before 5:00 p.m. on a business day; (2) the notice is deemed effective on the first business day after the e-mail was received if the email was received after 5:00 p.m. on a business day or anytime on a Saturday or Sunday. In this Agreement, “business day” means any weekday that is not a holiday designated by the Travis County Commissioners Court.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party hereto or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and also supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force or effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement. Parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its

obligations under this Agreement shall be made from current budget or revenue available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments, or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(L) Addresses for Payments

Payments made to the County, or the Participating Entity under this Agreement shall be addressed to following respective addresses:

Travis County Clerk – Elections Division
P.O. Box 149325
Austin, Texas 78714

City of Bee Cave
Attn: Kaylynn Holloway
4000 Galleria Parkway

Bee Cave, TX 78738

(M) This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.

(N) All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.

(O) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, and this Agreement takes effect on the date it is fully executed by the Participation Entity, the Travis County Judge (on behalf of the Travis County Commissioners Court), and the Travis County Clerk.

[Signatures on following page]

CITY OF BEE CAVE

BY: _____
Kara King
Mayor

DATE: _____

TRAVIS COUNTY

BY: _____
Andy Brown (or his successor)
County Judge

DATE: _____

BY: _____
Dyana Limon-Mercado (or her successor)
County Clerk

DATE: _____

JOINT ELECTION AGREEMENT
FOR MAY 4, 2024
ELECTIONS

Recitals

1. Travis County (the "County") will be conducting general and special elections for the participating entities (each, a "Participating Entity," and together, the "Participating Entities") listed in Exhibit A, which is attached to and incorporated into this agreement, on May 4, 2024. Each Participating Entity requires elections to be held on May 4, 2024 in those portions the Participating Entity's territory that are located in Travis County.

2. Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory.

3. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.

4. It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve.

Pursuant to Texas Election Code Sections 271.002 and 271.003 and Texas Government Code Chapter 791, this Joint Election Agreement is entered into by and between Travis County, a political subdivision of the State of Texas acting by and through the Travis County Commissioners Court, and the Participating Entities, each acting by and through their respective governing bodies.

I. Scope of Joint Election Agreement

This agreement covers conducting the May 4, 2024 General and Special Elections for the Participating Entities. The Participating Entities will hold these elections on May 4, 2024 ("Election Day") jointly for the Participating Entities' voters who reside in Travis County.

II. Election Officer

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County's duties and responsibilities involved in conducting the joint election covered by this agreement.

III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County, as the early voting clerk for the joint election. Early voting for the Participating

Entities will be conducted at the dates, times, and locations to be mutually agreed upon by the election officer and authorized and ordered by the governing body of each Participating Entity.

A. County Responsibilities

1. The County will provide to the governing body of each Participating Entity a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body, under Texas Election Code chapter 85.

2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. The Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.

3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election schools to train election workers employed in conducting early voting, including early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.

4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.

5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.

6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in

the locked ballot boxes for the preservation period that the Election Code requires.

7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.

8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and single ballot box will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

9. The County will be responsible for conducting the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will comprise the Early Voting Ballot Board and will count and return early voting ballots, and perform other duties the Election Code requires of it.

B. Participating Entities' Responsibilities

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.

2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.

3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Participating Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Participating Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot,

for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. County Responsibilities

1. The County will designate and confirm all Election Day polling place locations for the joint election, and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places.

2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County election precinct in which the joint election is held. The presiding election judge for the precinct in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.

3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.

5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.

6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.

7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.

8. The common polling place is designated as the polling place that the County uses. At the common polling place, a single ballot box will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.

9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.

10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. <u>Participating Entities' Responsibilities</u>

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.

2. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

V. Election Night

A. <u>County Responsibilities</u>

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.

2. The County is responsible for transporting voted ballot boxes to the central counting station.

3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election.

4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. Participating Entities' Responsibilities

Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

VI. County Resources

A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.

B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.

C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.

D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.

E. The County will conduct early voting as indicated in this agreement.

VII. Joint Election Costs; Payment

A. Concurrently with its submittal of an executed copy of this agreement each Participating Entity must also submit payment via check or ACH, in the amount equal to the deposit identified for that Participating Entity in the Cost Estimate attached as Exhibit B, which is also incorporated into this agreement. The County is under no obligation to conduct a Participating Entity's elections until the County receives that Participating Entity's payment of Cost Estimate. All checks must be made payable to Travis County. This deposit represents approximately 60% of the costs of the Participating Entity's share of the estimated election costs, or $100, whichever amount is greater. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice no later than 30 days of receiving it.

B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.

C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title 1, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. If a Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Participating Entities according to the formula used in the Cost Estimate.

D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.

E. A Participating Entity that establishes an early voting polling place, other than one that was mutually agreed upon by all Participating Entities, will bear the expense of doing so. The Cost Estimate for each individual Participating Entity will include additional polling locations for each Participating Entity, as set forth in Exhibit B.

VIII. General Provisions

A. Legal Notices

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

B. Communication

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

C. Custodian

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

D. Effective Date

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until that Participating Entity pays the County its share of the joint election costs.

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A and B

1. The Participating Entities acknowledge and agree that Exhibit A and Exhibit B may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibit A and Exhibit B and authorize the County to enter into such amendments without the Participating Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibit A and Exhibit B.

2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently, except that any such proposed amendment must be approved by the Travis County Commissioners Court and the governing body of each respective Participating Entity before the amendment will be effective.

B. Notice

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

C. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, epidemic, pandemic, or other event declared a disaster (including a disaster declared by the County Judge), or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

D. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this agreement will lie in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and is to be construed under the laws of Texas and the United States of America.

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's May 4, 2024 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral

representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

If any provision of this agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

G. Breach

In the event that any Participating Entity or the County breaches any of its obligations under this agreement, the non-breaching party will be entitled to pursue any and all rights and remedies allowed by law.

H. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

J. Third-Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights, or remedies.

K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A and B.

L. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator, or a

person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation's result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.073, unless both parties agree, in writing, to waive the confidentiality. Despite this, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act. Notwithstanding any provision to the contrary, nothing in this Agreement requires the County or a Participating Entity to waive any applicable exceptions to disclosure under the Texas Public Information Act.

M. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. Signatures transmitted electronically by e-mail in a "PDF" format or by DocuSign or similar e-signature service shall have the same force and effect as original signatures All of such counterparts will be construed together and will constitute one and the same agreement.

TRAVIS COUNTY

BY: _____
Andy Brown
County Judge

Date: _____
Dyana Limon-Mercado
County Clerk

RESOLUTION NO. 2024-04

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BEE CAVE, TEXAS, TO APPROVE AN ACCESSIBLE VOTING SYSTEM TO BE USED IN EVERY EARLY VOTING AND ELECTION DAY POLLING PLACE

THE CITY OF BEE CAVE FINDS AS FOLLOWS:

Section 61.012 of the Texas Election Code requires that the City of Bee Cave must provide at least one accessible voting system in each polling place used in a Texas election on or after August 1, 2023. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

The Office of the Texas Secretary of State has certified that the ExpressVote® Universal Voting System Version 6.3.0.0 provided by Election Systems & Software (ES&S) is an accessible voting system that may legally be used in Texas elections. Early voting and election day voting, including provisional ballots will take place on the ExpressVote® Universal Voting System, ballot marking device, in conjunction with the DS200 Digital® Precinct Scanner. The DS450, DS850 & DS950 Digital® Central Count Scanner will be used to process all by mail ballots.

Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems.

THE CITY OF BEE CAVE HEREBY RESOLVES:

As chief elections officer of the City of Bee Cave, the City Secretary shall provide at least one ExpressVote® Universal Voting System and DS200 Digital® Precinct Scanner in every early voting and election day polling place used to conduct any and every election ordered on or after August 1, 2023. The ES&S ExpressVote® Universal Voting System and DS200 Digital® Precinct Scanner may be acquired by any legal means available to City of Bee Cave, including but not limited to lease or rental from the County of Travis or from any other legal source, as authorized or required by Sections 123.032 and 123.035, Texas Election Code.

DULY PASSED AND APPROVED, on the _____ day of _____, 2024 at a regular meeting of the City Council of Bee Cave, Texas, which was held in compliance with the Open Meetings Act, Tex. Gov't Code § 551.001, et. Seq. at which meeting a quorum was present and voting.

CITY OF BEE CAVE, TEXAS

_____

Kara King, *Mayor*

ATTEST:

_____

Kaylyn Holloway, *City Secretary*

APPROVED:

_____

Ryan S. Henry, *City Attorney*

City Council Meeting
1/23/2024
Agenda Item Transmittal

Agenda Item:	**10.**
Agenda Title:	**Discuss and consider action on Ordinance No. 525 adopting Article 1.06 of the Bee Cave Code of Ordinances providing for Bee Cave City Council Parliamentary Rules.**
Council Action:	**Discussion and possible action**
Department:	**City Manager**
Staff Contact:	**Clint Garza**

1. INTRODUCTION/PURPOSE

The purpose of this item is to allow council an opportunity to discuss adoption of parliamentary rules for all council, commission, and board meetings.

2. DESCRIPTION/JUSTIFICATION

a) Background

Staff and counsel were asked to draft an ordinance establishing rules to ensure decorum in public meetings.
The proposed ordinance is attached in backup.
Staff and counsel will provide additional information if requested during the meeting.

b) Issues and Analysis

Fundamentally, the way public meetings are conducted will not change. However, the adoption of these rules will simply formalize how meetings are conducted and buttress the presiding officer's authority to maintain decorum.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
Ordinance No. 525	Ordinance

City Council Meeting
1/23/2024
Agenda Item Transmittal

Agenda Item:	**11.**
Agenda Title:	**Discuss and consider action on Ordinance No. 526 amending Chapter 14 of the City Code, "Offenses And Additional Provisions", to add Articles 14.07, "Solicitations At Street Intersections", and 14.08 "Aggressive Solicitation".**
Council Action:	**Discussion and possible action**
Department:	**City Manager**
Staff Contact:	**Clint Garza, City Manager**

1. INTRODUCTION/PURPOSE

The purpose of this item is to discuss and consider approval of an ordinance related to solicitations throughout the City including in public right-of-way.

2. DESCRIPTION/JUSTIFICATION

a) Background

The proposed ordinance is located in backup.

b) Issues and Analysis

The proposed ordinance is not addressing any current issue within the City of Bee Cave but is instead intended as preventative should the need for the regulation arise.

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
1/23/2024
Agenda Item Transmittal

City Council Meeting
1/23/2024
Agenda Item Transmittal