



AGENDA

Regular Meeting

BEE CAVE DEVELOPMENT BOARD

Tuesday, February 27, 2024

4:00 PM, City Hall

4000 Galleria Parkway

Bee Cave, Texas 78738-3104

THE CITY OF BEE CAVE DEVELOPMENT BOARD 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 City Council may be in attendance at the Meeting. No action will be taken by the Commission or Council.

1. Call meeting to order
2. Roll Call
3. Consider approval of the minutes of the Regular Session conducted on January 23, 2024.
4. Elevated Enterprises: Comments from a local Bee Cave Business.
5. Discuss and consider action on the approval of a Request For Proposals for Work Force Housing.
6. Discuss and consider action on Resolution No. BCDC 2024-01 between the Bee Cave Development Board and the City of Bee Cave for reimbursement of payments made related to the 380 Grant Agreement between Kent Sports Holdings, L.P., TCHMALL Sports, LLC and the City of Bee Cave.
7. Discussion and possible action to support the Bee Women fund raising Gala by directing donations to the Bee Cave Development Corporation.
8. Discuss and consider a request for funds to host the German Christmas Market 2024.
9. Discussion and update from the Regulatory Review Committee, Planning

and Business Development Committee and the Professional Acquisition and Disposition Committee.

10. Activity update.
11. Discussion regarding future administrative items, meeting times and dates.
12. Adjournment

The Board 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 Board must be present, the meeting must be convened as an open meeting pursuant to proper notice, and the presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551 or 418, Texas Government Code, or Section 321.3022 of the Texas Tax Code authorizing the closed session.

I certify that the above notice of meeting was posted at Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, Texas, on the 23rd day of February 2024 at 4:15 P.M. (Seal)



*Economic Development Board Meeting
2/27/2024
Agenda Item Transmittal*

Agenda Item: 3.

Agenda Title: Consider approval of the minutes of the Regular Session conducted on January 23, 2024.

Board 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



*Economic Development Board Meeting
2/27/2024
Agenda Item Transmittal*

Agenda Item: 4.
Agenda Title: Elevated Enterprises: Comments from a local Bee Cave Business.
Board Action: Discussion
Department: Administration
Staff Contact: Quinn Gormley

1. INTRODUCTION/PURPOSE

Elevated Enterprises provides a platform for the Development Corporation's Board of Directors to engage directly with local businesses.

Today's session offers an opportunity to hear from Dr. Might, representing Violet Crown Veterinary Specialists.

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



***Economic Development Board Meeting
2/27/2024
Agenda Item Transmittal***

Agenda Item: 5.

Agenda Title: Discuss and consider action on the approval of a Request For Proposals for Work Force Housing.

Board Action: Discussion and possible action

Department: Administration

Staff Contact: Clint Garza

1. INTRODUCTION/PURPOSE

In partnership with JLL, the City of Bee Cave created an RFP for Workforce Housing on the city owned tract of land which consists of approximately 22.51 acres located along the south side of the heavily traveled Bee Cave Parkway and west of Skaggs Drive.

The City’s vision for the project site includes a multifamily development to offer more housing alternatives, retail, recreational uses, and open spaces for those in the community at various income levels and onsite amenities that are synergistic to the development and complement the fabric of the surrounding community.

2. DESCRIPTION/JUSTIFICATION

a) Background

As our city experiences rapid growth and development, the affordability of housing has emerged as a critical concern impacting the well-being of our workforce and the overall economic vitality of our community.

Essential workers, including teachers, healthcare professionals, public safety personnel, and service industry employees, face significant challenges in finding housing that aligns with their incomes. This disparity between housing costs and wages not only affects the quality of life for individual residents but also poses barriers to attracting and retaining a diverse and skilled workforce essential for our city's continued success.

b) Issues and Analysis

The Request for Proposal (RFP) for the Workforce Housing Developer offers a thorough overview of the project's objectives, specifications, site details, protocols, and criteria. It is concluded with scoring requirement criteria aimed at ensuring that Bee Cave's most critical needs are not only addressed but prioritized.

3. FINANCIAL/BUDGET

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

Addtl tracking info

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends the Development Corporation approves the RFP.

ATTACHMENTS:

Description	Type
☐ Updated RFP for Workforce Housing	Backup Material



BEE CAVE
TEXAS
Simply Elevated

REQUEST FOR PROPOSALS
FOR
WORKFORCE HOUSING DEVELOPER

DATE OF ISSUE:	February 28, 2024
QUALIFIED RESPONDENT SITE VISIT:	March 20, 2024
DEADLINE FOR CLARIFICATIONS/QUESTIONS:	April 3, 2024
SUBMITTAL DATE:	April 29, 2024, at 3 pm
PRESENTATION/INTERVIEWS:	June 3-7, 2024
CITY COUNCIL AUTHORIZES STAFF TO NEGOTIATE CONTRACT:	June 25, 2024*

**Date subject to change in consideration of interview necessity and changes in council meeting dates in the month of June.*

FOR PROPOSAL
WORKFORCE HOUSING DEVELOPER

On Wednesday, February 28th, 2024, the City of Bee Cave will post an RFP for Workforce Housing Developer. Proposals will be accepted until 3:00 P.M. April 29th, 2024, at which time they will be publicly opened and read following the deadline, at the City of Bee Cave located at 4000 Galleria Parkway, Bee Cave, TX, 78738.

Please submit two (2) bound copies of the proposal, and one (1) USB drive containing a PDF copy of the proposal. The package should be clearly marked: “RFP – Workforce Housing Developer”.

If mailed, mail to:
Attention, Thomas Hatfield, Deputy City Secretary
City of Bee Cave
4000 Galleria Parkway
Bee Cave, Texas 78738

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

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE DOCUMENT PRIOR TO SUBMITTING A RESPONSE. THE DOCUMENT WILL BE AVAILABLE ON THE CITY’S WEBSITE AT:

<https://www.beecavetexas.com/cms/one.aspx?portalid=18412027&pageid=18725860> or by contacting the email address below.

Questions regarding the RFP may be directed in writing only to:
rfp@beecavetexas.gov

Please note that all submissions must be received at the designated location by the deadline shown above. Proposals received after the deadline will not be considered for the award of the agreement and will be rejected as non-responsive.

No questions will be answered over the phone. Questions will only be accepted until the stated deadline. Interpretations, corrections and/or changes of or to the

Proposal Documents will be made by City in the form of a written addendum.

Addenda may be obtained from the City website at:

<https://www.beecavetexas.com/cms/one.aspx?portalid=18412027&pageid=18725860>

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

Any interpretations, corrections, or changes of or to the Proposal Documents made in any other manner, will not be binding upon the City, and Responders may not rely upon them.

Table of Contents

I.	Introduction:	4
II.	Project Overview and Objectives:	5
III.	Project Requirements:	7
IV.	Project Site:	9
V.	Solicitation Schedule:	11
VI.	Communication Protocol:	12
VII.	Submittal Requirements:	13

I. Introduction:

The City of Bee Cave (the “**City**”) hereby requests proposals from qualified and experienced residential housing development teams interested in the design, finance, construction, operation and continued maintenance and compliance of long-term affordable workforce housing for those residents making modest incomes such as first responders, teachers, and the workforce employed by many of our local community businesses. The City has identified a City owned tract of land which consists of approximately 22.51 acres located along the southside of the heavily traveled Bee Cave Parkway and west of Skaggs Drive (the “**Project Site**”). The Project Site is located within walkable proximity to retail, restaurants, and regional shopping centers. The Project Site is adjacent to pedestrian paths, a large fitness/sports complex, and recreational parks.

The development of workforce housing is technical and may require specialized financing that could require certain mandated timelines and certain on-going compliance monitoring; therefore, the City is soliciting proposals through this Request for Proposal (“**RFP**”) from housing developers that demonstrate to the City, in its sole and absolute discretion, an understanding of the Bee Cave community and that have a proven track record of developing and operating high-quality housing. Qualified Respondents (“Qualified Respondent”) should provide satisfactory evidence of successful experience in developing and managing affordable mixed-income housing and maintaining affordability commitments.

The purpose of this RFP is to invite the creativity of the development community to meet the objectives outlined herein and encourage Qualified Respondents to bring all viable ideas to the City. The City recognizes the need for varied housing options to meet the needs of the community and acknowledges the importance of collaborating with a Qualified Respondent to achieve an accelerated development cycle realized by the private sector’s expertise and resources.

The Project Site is owned by the City and it is the responsibility of the City to ensure the most beneficial, efficient and expedited process in its utilization. While fee simple acquisition of the Project Site is preferred for the purposes of providing workforce housing, the City understands that there are common practices in the development community in relation to City owned property that leverages the best outcomes of affordability, maximizes the number of affordable units and returns the greatest benefits to the City. The City may consider such options included within selected proposals. Qualified Respondents must consider to the extent of law or in equity, that the City must adhere to a standard of reasonable care when considering alternative land control and utilization within capital structures. Based on proposals other than fee simple acquisition, the City may engage outside advisors and/or counsel familiar with such structures to ensure the highest duty of care in the Project Site

utilization. Such costs for the engagement of outside professionals regarding such a structure may be required to be included in the development budget.

II. Project Overview and Objectives:

A. OVERVIEW

Bee Cave is located in the hills of Travis County, Texas, approximately 15 miles west of Austin, and is known for its natural beauty; superior school district; low property taxes; and shopping, dining, and outdoor recreational activities. The City's population, including the extra territorial jurisdiction (ETJ) is approximately 15,400 as of March 2023 and continues to grow as the greater Austin economy has boomed over the past decade.

Bee Cave is experiencing an affordable housing crisis, much like the rest of the United States and particularly Texas¹. The explosive population growth over the past decade in Central Texas paired with skyrocketing home values and limited new supply of homes has created an unaffordable environment for many who work in Bee Cave. According to Zillow, the typical home value in Bee Cave is \$901,135 resulting in a mortgage payment of \$5,431². To support this payment amount, a household must earn \$260,000³ annually. The median rent for a three bedroom apartment is \$2,840. To support this rental payment a household must earn approximately \$140,000 annually. The average first responder makes between \$35,000 and \$55,000 annually, a teacher's salary is approximately \$51,816, and retail workers range from \$15,080 to \$32,240 annually. As a result of the current options for housing, many of these types of residents must pay more than 30% of their annual gross income on housing and therefore must seek housing in communities located further and further away from Bee Cave. A lack of affordable workforce housing impacts the quality of life for Bee Cave residents as evidenced through longer wait times for services, businesses struggling to fill labor shortages causing reduced business hours and business closures, and families facing difficult housing decisions. In addition, the workforce at these wage ranges must travel from other communities further contributing to local traffic impact and more employee turnover.

The City seeks to promote a living environment in which people at all stages of life and on a variety of career paths can flourish and utilize our community businesses. The City's objective is to facilitate a housing market where young families, those in essential career roles

¹ When there is a shortage of affordable single family homeownership opportunities due to a low supply of homes available to certain income levels and first-time home buyers. If fewer people can buy homes, then more people remain in the rental market, creating greater demand for rental units and driving up local rental cost.

² 30-yr Fixed FHA at 6.25% interest rate. Does not include taxes or insurance.

³ Based on a \$85,000 down payment, \$500 in monthly debts and a credit score range of 700-719

supporting our community, and hospitality workers who provide service in our restaurants, stores, and entertainment venues work *and live* here, while also enjoying a high quality of life.

B. OBJECTIVES

The City's vision for the project site includes a multifamily development to offer more housing alternatives, retail, recreational uses, and open spaces for those in the community at various income levels and onsite amenities that are synergistic to the development and complement the fabric of the surrounding community. The City's key objectives include:

- Development of a multifamily project that includes a minimum of 50% or more of the units that are rent and income-restricted to households earning less than 80% of the 2023 Austin-Round Rock, TX MSA Median Family Income or "Area Median Income" ("AMI") of \$122,300 as defined by the U.S. Department of Housing and Urban Development ([link here](#)). While 80% is the top-level minimum of calculated workforce housing affordability, preference shall be given to Qualified Respondents that offer deeper discounted rent and income-restricted unit set-asides serving 50%-70% AMI workers.
- A minimum affordability period of 20 years is required; however, preference will be given to those able to ensure the affordable units remain affordable for the longest period of time (30 years or more). Proposals that offer an eventual path to ownership for a portion of the development are highly encouraged.
- A matchless design that incorporates a "Big House" style approach, which makes residents and the community feel like they are living in and surrounded by homes versus common garden-style design apartments. Any design elements must promote a mix of unit types developed within the project (studio, 1-bedroom, 2-bedroom, 3-bedroom+) that aligns with the housing demands of the target residents within the market.
- Developing a site layout with impervious cover not to exceed 55% of the net site area and in general accordance to the City's Unified Development Code and Engineering Technical Manuals.
- Partnering with a Qualified Respondent who has a deep understanding of how to capitalize a project to realize the highest number of affordable units while maintaining the integrity of the site through appropriate density and design context that is compatible with the surrounding area.
- Partnering with a Qualified Respondent who has experience in maintaining oversight and management of an affordable housing programs and can demonstrate a plan for maintaining operation and management of the affordability program within the Project. For clarity, said plan must include 3rd party oversight and monetary penalties

for non-compliance. Annual compliance reviews shall be required from an acceptable unrelated professional accounting and advisory firm. A proposal for the Project Site that does not include fee simple acquisition may also be required to submit annual financial audits for the term of affordability or until the Project Site is acquired.

In addition to affordable housing, the Site lends itself to community enrichment by way of mixed use, to include retail and recreational uses. Qualified Respondents are encouraged to propose uses to complement the residential project which might include:

Neighborhood Retail/restaurant

Destination retail

Utilization of the open space within the property boundaries to offer recreation activities for use of future residents and the community at-large.

III. Project Requirements:

The successful Qualified Respondent will have experience in developing and operating multi-family affordable rental properties that may contain a mixed-income requirement that is compatible and complementary with the Bee Cave community. The developer should plan to seek any mix of available funding to complete the capital stack required to meet the objectives of the project.

The City is soliciting a development team that can maximize the number affordable units developed on the City-owned site described in **Section IV Project Site**. The scope of the Qualified Respondent's responsibility includes the following, as described in further detail in this RFP and its appendices.

1. Site planning, budgeting, designing, financing, and constructing (horizontally and vertically), the Project Site; and
2. Operating and maintaining the Project Site.

For clarity, the Qualified Respondent will be responsible for all aspects of the site development at their expense, which may include but not be limited to the following:

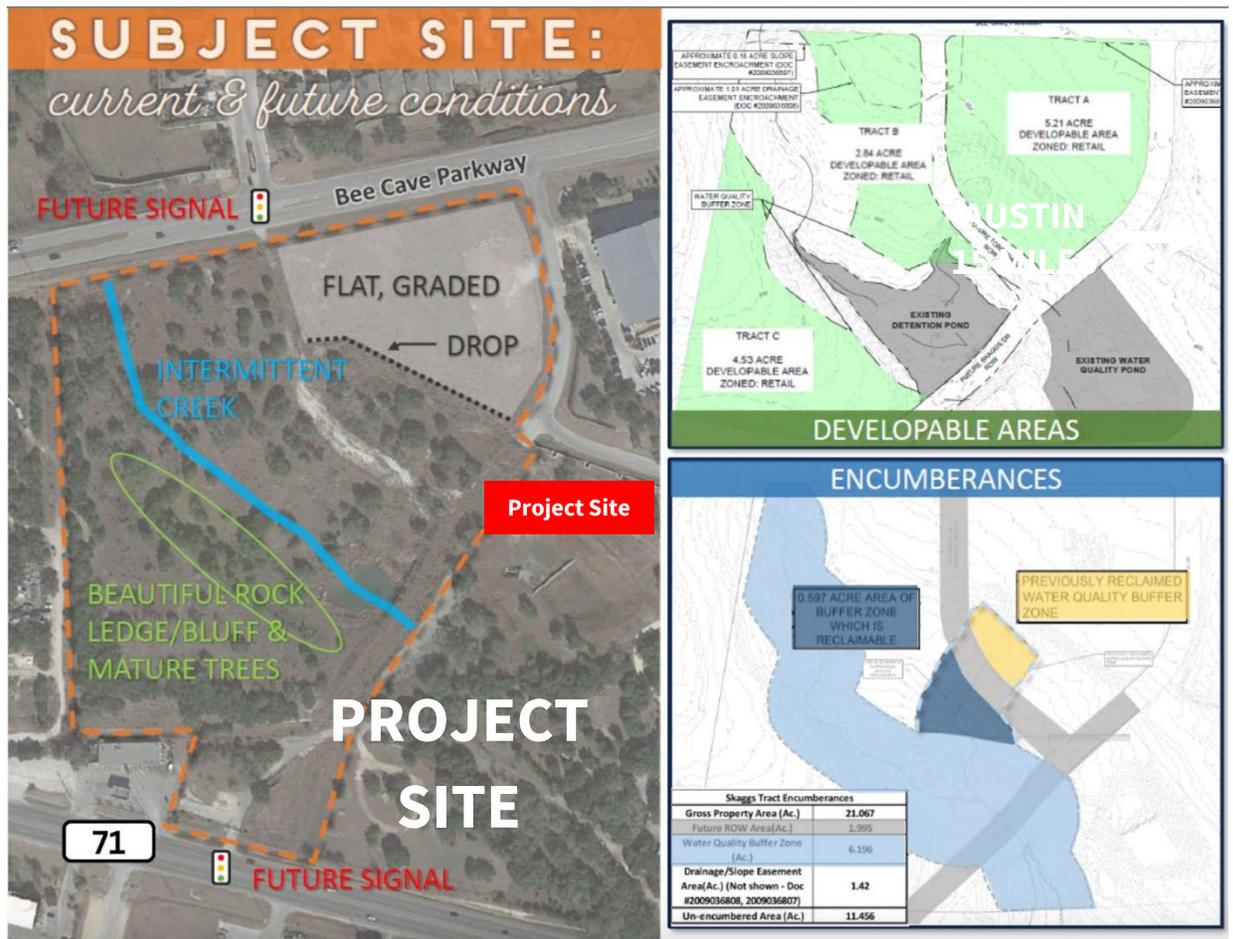
1. Identification of site conditions and suitability for a proposed affordable housing project, which may include mixed income levels.
2. Conducting all site due diligence such as obtaining site surveys, appraisals, environmental studies, geotechnical assessments, and any other required studies.
3. Preparation and maintenance of accurate project timelines, pro-forma, and financial feasibility documentation, as may be required by the City to confirm the likelihood of success for proposed components.

4. Securing all required development approvals, including but not limited to any necessary land use entitlements, state and federal approvals, environmental clearances, and building permits. Developers should assume that the City will rezone the property as necessary to support the winning proposal's development plan. Such re-entitlement is assumed to be R5 or similar. Qualified Respondents may propose density above R5 if the integrity of the site is maintained and the site plan does not exceed 55% impervious cover and must take into the additional expense to increase the capacity of stormwater detention and treatment.
5. Recognizing that some funding may come from project partners without income restrictions to facilitate a range of incomes, obtaining adequate financing for all aspects of the proposed project, including predevelopment, construction, permanent financing, and property operations/operators.
6. Bringing all horizontal infrastructure to the site, including all offsite improvements required to serve the Project. Horizontal improvements shall not mean roadways currently included in the City's Capital Improvements Plan.
7. Ingress, and egress, including all coordination with Texas Department of Transportation ("TxDOT") and the City.
8. Designing and building the project in a manner that produces a high-quality living environment consistent with the greater Bee Cave community, and which meets all applicable funding requirements.
9. Managing and operating the Project in a manner that ensures its long-term financial viability and affordability and the ongoing satisfaction of residents.

IV. Project Site:

Outlined below is an overview and description of the Project Site (as defined herein) and references to additional resources that offer a variety of additional site due diligence that has been compiled by the City. The information provided in this section and in the appendices is provided for reference only. The City does not warrant the accuracy of any of the Project Site or due diligence information provided. Qualified Respondents shall be responsible for verifying all existing conditions.

C. MAPS



D. SITE DESCRIPTION

The Project site is approximately 22.51 acres located to the south of Bee Cave Parkway to the southwest of Skaggs Drive as outlined in the above aerials (the "Project Site"). The Project Site is located less than 2 miles from the Hill Country Galleria, a destination shopping district, and approximately 15 miles west of downtown Austin. The site is located within the triangle that is

created by the boundaries of SH 71, Bee Cave Parkway, and FM 620, an area that has been envisioned for higher density as the city population grows.

A creek bisects the property from NW to SE, which will require appropriate setbacks from the floodplain. The existing stormwater detention facility is considered a dam and will require a dam management plan. The developer will need to increase water quality and detention volumes for impervious cover above 40 percent. The existing water quality and detention facilities are currently designed and approved to accommodate a maximum of 40% impervious cover, which may be increased to 55% if the density of the site plan requires it. Qualified Respondents must clearly describe all variances requested to current entitlements.

E. SITE CONDITIONS

The following documents are included as hyperlinks and should be used as reference for developing the site plan.

- 1) [City of Bee Cave Comprehensive Plan](#)
- 2) [City of Bee Cave Connectivity Plan \(2014\)](#)
- 3) [Unified Development Code](#)

All information is provided for reference only and is not warranted to be accurate by the City.

V. Solicitation Schedule:

A. PROPOSAL DUE DATE

Submittals from Qualified Respondents must be delivered by 3:00 p.m. Central Standard Time on April 29, 2024, in accordance with the requirements of Section VII.

B. SOLICITATION SCHEDULE

The solicitation, receipt and evaluation of the RFP responses are anticipated to follow the schedule below:

Distribution of the RFP	February 28, 2024
Qualified Respondent Site Visit	March 20, 2024
Deadline for Qualified Respondent Questions	April 3, 2024
Submittal Due Date for RFP	April 29, 2024, at 3 pm
Qualified Respondent Presentations/Interviews	Week of June 3-7
Submittal Due Date For BAFO	7 days after Interviews
Anticipated Notification of Award	June 25, 2024

VI. Communication Protocol:

A. DESIGNATED POINT OF CONTACT

JLL is the City's representative for the Project. All Qualified Respondent communications and questions must be in writing and sent via email to: rfp@beecavetexas.gov

All communication relating to this RFP must be submitted in writing by the date indicated in the Solicitation Schedule.

B. COMMUNICATION WITH THE CITY

Except as otherwise necessary for the conduct of existing City business operations, Qualified Respondents are expressly prohibited from engaging in communications with City personnel. JLL will act as the City's representative and will respond to questions on behalf of the City.

C. QUALIFIED RESPONDENTS' QUESTIONS REGARDING THE RFP

Qualified Respondents may submit questions in writing via email. Questions must be submitted by the deadline listed in the Solicitation Schedule. Qualified Respondents are encouraged to submit questions as quickly as possible and the City through JLL will respond on a timely basis.

VII. Submittal Requirements:

Qualified Respondents shall include in their Proposals a conceptual development site plan and a pro forma financial analysis including both development cost estimates and the estimated operating income and expenses of the proposed project plan.

A. SUBMITTAL INSTRUCTIONS

Proposals shall be submitted in accordance with the following procedures.

1. Format

Proposals shall be formatted on 8.5” x 11” sheets (except as expressly provided herein), preferably in portrait orientation to the Point of Contact listed in Section VI. All page limitations identify single-sided pages of content (i.e. one double-sided page equals two pages of content). Drawings and renderings do not count towards stated page limits.

2. Contents and Organization

Proposal emphasis should be on completeness and clarity of content.

Proposal materials shall be organized as follows:

- a. Letter of Interest: Brief introductory cover letter, including signature of authorized Qualified Respondent representative affirming the Proposal’s conformance with the Proposal requirements of the RFP, to include acknowledgement of receipt of all addenda;
- b. Section 1 - Respondent Qualifications, as described in Section VII.C. below; and
 - a. Section 2 - Technical Proposal, as described in Section VII.D. below; and
 - b. Section 3 - Financial Proposal, as described in Section VII.E. below;

3. Submission of Proposals

Qualified Respondents shall submit two (2) spiral bound or semi-permanent binding method hard copies of the proposal and one (1) USB drive containing a PDF copy of the proposal shall be sealed and clearly marked: “RFP – For Workforce Housing Developer”.

The package shall be delivered in person to:

Attention: Thomas Hatfield, Deputy City Secretary
City of Bee Cave
4000 Galleria Parkway
Bee Cave, TX 78738

If mailed, mail to:

Attention: Thomas Hatfield, Deputy City Secretary
City of Bee Cave
4000 Galleria Parkway
Bee Cave, TX 78738

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

To be considered, all Proposal materials must be received by April 29, 2024 at 3:00 p.m. Central Standard Time.

It is the Qualified Respondent's responsibility to make sure that its submission is received by the City before the submittal due date and time.

4. FACSIMILE, INTERNET OR EMAIL TRANSMITTALS SHALL NOT BE ACCEPTED.

B. PROPOSAL ADMINISTRATIVE SUBMITTALS

The Qualified Respondent shall, as its administrative submittals:

1. Provide a letter of interest signed by a principal of the Qualified Respondent that acknowledges that the Qualified Respondent's submission is compliant with the Proposal requirements of the RFP, to include acknowledgement of all addendums.

C. QUALIFIED RESPONDENT QUALIFICATIONS

1. Description of Qualified Respondent

Qualified Respondents shall provide the following:

- a. A description of the Qualified Respondent, including a description and qualifications of all team members;
- b. An organizational chart; and
- c. The anticipated legal or contractual relationship of Qualified Respondent team with the City (governance and capital structure).

Qualified Respondents must identify the following team members as part of their Qualifications Submittals:

1. Lead developer, co-developers and/or sub-developers;
2. Civil engineer;
3. Equity investors and shareholders;
4. Lead architect and design team;
5. Lead construction manager; and
6. Financial partners.
7. Proposed operator

In addition, Qualified Respondents should identify any other identified design and construction partners, service providers, or key contractors who they anticipate will be part of the Qualified Respondent's team.

2. Qualified Respondent Background

Qualified Respondents shall provide information regarding each member of the Qualified Respondent, such as brief history, legal structure, service offerings / product type specializations, and geographic concentrations. The Qualified Respondent Background shall not exceed three (3) pages for each member of the Qualified Respondent.

3. Key Personnel

Qualified Respondents shall identify the day-to-day primary point of contact (POC) and provide resumes for the POC and other key personnel and describe each person's proposed role in the Project.

4. Controlling Interest

Qualified Respondents shall identify the individuals or companies who hold a major or controlling interest in each Qualified Respondent team member as well as the anticipated controlling interest in the Qualified Respondent.

5. Lead Member and Designated Representative

Qualified Respondents shall identify the lead member of the Qualified Respondent and provide a single point of contact for all future communications related to this RFP. Qualified Respondents shall provide the contact person's name, title, organization, address, telephone number, and email address.

6. Demonstrated Performance on Comparable Projects

Qualified Respondents shall provide qualifications that demonstrate the Qualified Respondent's expertise, experience, and financial capacity in the delivery of at least two (2) but not more than five (5) projects that compare to the Project that were completed within the past ten (10) years ("Comparable Projects").

7. Financial Capacity

Qualified Respondents shall demonstrate their financial capacity to finance the Project. Qualified Respondents shall provide:

- a. Evidence to demonstrate that they have the financial resources required to successfully execute a project or projects of this nature and scope;
- b. Evidence of their capability to raise debt and equity in the current capital/credit market as well as their experience financing recent transactions;
- c. Financial statements demonstrating the Qualified Respondent's credit worthiness and good financial standing.

D. TECHNICAL PROPOSAL

1. Executive Summary

Qualified Respondents shall provide a brief written narrative and other supporting materials ("Executive Summary") required below to describe their proposed approach for the Project. The purpose of the Executive Summary is to provide the City with a summary of key elements of the Technical Proposal and how such elements will be integrated, managed, and implemented to achieve a successful outcome. The Executive Summary shall not exceed ten (10) pages and shall state how the Qualified Respondent intends to achieve the goals and objectives for the Project as stated in Section II., including the following and presented in this order:

- a. A summary of programming on the Project Site, including proposed amenities or on-site social services to enhance the quality of life for residents of the project and the community;
- b. Proposed timing for occupancy by phase;
- c. Project schedule;
- d. Site plan approach;
- e. Project phasing plan;
- f. Design approach;
- g. Resident program management and operation and maintenance program plan

2. Project Schedule

The Project Schedule shall assume commencement upon award of the Project to the successful Qualified Respondent.

a. Project Schedule

Qualified Respondents shall submit a Project Schedule in Gantt chart format for the entirety of the design, development, and construction of the Project detailing major milestones and estimated dates of completion, to include, at minimum, the following elements:

- i. Targeted approval dates;
- ii. Architecture/engineering design milestones;
- iii. For each major proposed phase of the Project:
 - 1) Completion of schematic design, design development, and construction documents;
 - 2) Construction
 - a) Construction Commencement date;
 - b) Substantial Completion milestones;
 - c) Beneficial Occupancy; and
 - d) Full Occupancy milestones.

3. Site Planning Approach

Qualified Respondents shall provide a written narrative summary not to exceed ten (10) pages describing their approach to site planning for the Project. The site planning effort shall be inclusive of the following elements:

a. Program Summary

- i. Summary of the programming on the Project Site;
- ii. Proposed outdoor space; and
- iii. Proposed onsite parking.

b. Physical Planning

- i. Land use. Qualified Respondents must concisely and explicitly describe all anticipated variance requests to the current land use code that will be necessary to complete the project as proposed;

- ii. Architectural design strategies (including climate responsive orientation, massing and fenestration strategies);
- iii. Green space (including landscape character);
- iv. Circulation and access (including parking);
- v. Utilities (based on understanding of needs to include power distribution, potable water, fire and non-potable water, sanitary sewer, storm sewer); and
- vi. Comprehensive phasing strategy.

c. Project Phasing Plan

- i. Description of each proposed phase of the Project, identifying for each phase, at a minimum, the gross square footage of space to be completed by use, infrastructure and utilities to be completed, and all other elements that are proposed for each phase;
- ii. Written narrative addressing, at a minimum, an overview and rationale for phasing of space and associated infrastructure and utilities; and
- iii. Written narrative addressing, at a minimum, an overview and rationale for key considerations of the phasing plan, including parking and vehicular and pedestrian site circulation.

5. Design Submittals

Qualified Respondents shall provide the following design submittals and related information:

a. Physical Planning Framework

A Physical Planning Framework document consisting of the following elements:

i. Land Use Plan Diagram

A site strategy for the Project Site consisting of drawings and diagrams on 11" x 17" sheets, in PDF format, vector-based, and scaled to fit, which shall:

- 1) Distinctly differentiate between existing infrastructure, roads, and landscaped areas, and those that are being proposed as new or modified;
- 2) Identify the boundary of the project footprint ("Area of Disturbance"), considering the area required for the proposed

building(s), circulation features, utility corridors and easements, landscape features, storm water management features, site access, and temporary staging area(s), including construction-related parking;

- 3) Include proposed building footprints (with number of stories indicated on plan), circulation (roads, paths, vehicular, transit, and bike parking and access), locations of major above-ground infrastructure, outdoor site development (plazas, gathering areas, green spaces, etc.), storm water management and water quality facilities, and landscaping concepts with major site contours shown;
- 4) Include a presentation quality illustrative drawing that integrates the elements of the urban design concepts set forth in the urban form diagrams required by Section VII.D.5.a.ii below; and
- 5) Include an aerial view site plan rendering – point of view should be from the south looking north representing a full view of the project boundary.

ii. Urban Form Diagrams

Detailed urban form diagrams to scale on 11” x 17” sheets showing Qualified Respondents’ visions for the Project. The urban form diagrams shall:

- 1) Illustrate massing of the project at each major phase of construction to show how newly constructed areas relate to the site, landscape, and existing buildings; and
- 2) Provide the total GSF and USF for the proposed facility.

iii. Site Phasing Plan and Diagram

A sequencing plan and diagram submittal on 11” x 17” sheets consisting of the following:

- 1) A site phasing plan that estimates when each facility within the Project will achieve completion;
- 2) A site phasing diagram identifying:
 - a) The location and physical boundaries of each facility;and

- b) The location of public gathering spaces and green spaces.

E. FINANCIAL PROPOSAL

1. Financial Narrative

Qualified Respondents must submit a Financial Narrative that includes the following:

- a. Identification of the entity or entities who will be purchasing the Project Site or will be party to the ground lease;
- b. If proposing to purchase the Project Site, the proposed purchase price;
- c. If proposing to ground lease the Project Site:
 - i. Proposed initial term and option terms for the ground lease;
 - ii. Description of the proposed ground rent structure (i.e. fixed, variable, combination) and the proposed annual fixed ground rent or variable ground rent to be paid to the City. Estimated land value and proposed ground rent constant must be provided. All variable ground rent shall be calculated as a percentage of the effective gross income (“EGI”) from the ground leased property;
 - iii. Proposed fixed ground rent escalation and any proposed resets;
- d. Details of each planned source of financing and the proposed capital structure;
- e. High level financing terms (interest rate for debt facilities, debt tenor);
- f. Proposed grants or other public subsidy needed to support the Project, such as Low Income Housing Tax Credits, Housing Finance Corporation (HFC) or Public Facilities Corporation (PFC) tax abatements
- g. Anticipated levered, pre-tax equity IRR;
- h. Identification of each equity investor and the amount to be provided by each investor, including expected yields or returns;
- i. If any equity or quasi-equity financing is to be raised from external sources, identify proposed sources and describe their current level of commitment to provide funding;
- j. Any conditions upon which the Financial Proposal is contingent;
- k. Detailed plan for achieving financial close, including the process and detailed timeline of activities to arrange the financing. Such timeline must include dates for the following milestones:
 - i. Commercial close
 - ii. Financial close

2. Pro Formas

The City requires Qualified Respondents to submit pro formas for the Project based on available debt and equity financing.

- a. Financial pro formas submitted shall be developed using Microsoft Excel software that is unlocked and shall contain the following worksheets:
 - i. Assumptions – The assumptions worksheet shall be linked to all other worksheets within the pro forma and allow for manipulation of the assumptions to produce varying results during the evaluation of Proposals. All cells that have assumptions (i.e. variables) that can be manipulated shall be colored in blue font. Assumptions shall allow the City to understand the following metrics:
 - 1) Size: GSF/use; USF/use;
 - 2) Rent: rent/GSF; and
 - 3) Cost: total project cost/GSF.
 - ii. Project Design and Construction Budget – This worksheet shall include a line item budget that reflects all expected design and construction costs by major trades/milestones and that is detailed for each year of the construction period through completion. The design and construction cost estimates shall be developed in accordance with the Program and Design Requirements in Appendix A and shall correspond with Qualified Respondent’s responses to Appendix F.1. This Project and Design Construction budget shall contain formulae so that cell references and calculations can be verified.
 - iii. Project Sources and Uses Summary – This worksheet shall include all expected development costs, including a detailed breakout of fees to all parties and the sources to fund these costs. This summary shall contain formulae so that cell references and calculations can be verified.
 - iv. Project Annual Cash Flow Statement (for each year of the project term) – These statements shall contain formulae so that cell references and calculations can be verified. Specifically, the worksheet shall include the following on an annual basis:

- 1) Line item description and dollar amount for each source of revenue;
- 2) Line item description and dollar amount for each charge (deduction) against project revenue (e.g., vacancy loss, credit/collection loss, etc.);
- 3) EGI projection for each year of the project term based on items above;
- 4) Line item description and dollar amount for each project expense item;
- 5) Net Operating Income projection for each year of the project term based on items above;
- 6) Line item description and dollar amount of all deposits to project reserve accounts;
- 7) Fixed ground rent payments to the City, if applicable; and
- 8) Variable ground rent payments to the City, if applicable. All variable ground rent shall be calculated as a percentage of the EGI from the ground leased property.

F. MARKETING PLAN

1. Submission of a Marketing Plan (“**Marketing Plan**”) that promotes leasing initiatives to individuals and families that intend to reside within the community and work within the City of Bee Cave. While residency for working individuals and families that intend to work within the City of Bee Cave is desired, the Marketing Plan and ALL leasing activities must be consistent with all federal, state, and local fair housing regulations and provide for nondiscriminatory and equal opportunity leasing practices and policies applicable to all prospective residents.

A. EVALUATION PROCESS

All proposals will be evaluated and scored by a review panel that includes staff from the City of Bee Cave, the Bee Cave Development Corporation, and JLL. The evaluation and scoring shall be based on how well each proposal addresses the development of workforce housing while maintaining community priorities described in this RFP, as well as, how thoroughly each Qualified Respondent demonstrates the ability of their development and operating team to successfully complete and operate the development described in their proposal.

EVALUATION CRITERIA	MAX SCORE
Development Concept, Amenities Plan, Greenspace Utilization	20
Affordability (affordable units spread across AMI levels at or below 80% AMI)	20
Developer Experience/Development Team	15
Financial Feasibility/Readiness	15
Compliance Plan	10
Marketing Plan	10
Presentation	10



*Economic Development Board Meeting
2/27/2024
Agenda Item Transmittal*

Agenda Item: 6.

Agenda Title: Discuss and consider action on Resolution No. BCDC 2024-01 between the Bee Cave Development Board and the City of Bee Cave for reimbursement of payments made related to the 380 Grant Agreement between Kent Sports Holdings, L.P., TCHMALL Sports, LLC and the City of Bee Cave.

Board Action: Discussion and possible action

Department: City Manager

Staff Contact: Clint Garza

1. INTRODUCTION/PURPOSE

The purpose of this item is to consider adoption of a reimbursement resolution between the Bee Cave Development Corporation and City of Bee Cave related to the 380 agreement between Kent Sports Holdings, L.P., TCHMALL Sports, LLC and City of Bee Cave.

2. DESCRIPTION/JUSTIFICATION

a) Background

On 4/21/23 City Council approved a 380 Grant Agreement with Kent Sports Holdings, L.P. & TCHMALL Sports, LLC for the construction of Willie Way from TX-71 to the Backyard property.

On 5/5/23 City Council adopted Resolution 2023-008 granting the CM authority to make payments related to the approved 380 agreement.

During budget, the Bee Cave Development Corporation budgeted \$3.0M for funding of the roadway and related improvements.

b) Issues and Analysis

Approval of the reimbursement resolution is required prior to transfer of budgeted funds.

The 380 agreement, resolution, and all transmittal letters are attached as back up. Further explanation can be provided in open session.

3. FINANCIAL/BUDGET

Amount Requested
Cert. Obligation
Other source
Addtl tracking info

Fund/Account No.
GO Funds
Grant title

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Approve Resolution.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> 380 Agreement	Backup Material
<input type="checkbox"/> Resolution 2023-08	Backup Material
<input type="checkbox"/> 380 Item TL	Backup Material
<input type="checkbox"/> Payment Authorization TL	Backup Material
<input type="checkbox"/> Resolution No. BCEDC 2024-01	Backup Material

THE STATE OF TEXAS

§
§
§
§
§

Chapter 380 Grant Agreement

COUNTY OF TRAVIS

This Chapter 380 Grant Agreement (this “Agreement”) is executed by and between **KENT SPORTS HOLDINGS, L.P.**, a Texas limited partnership (“Kent”), and **TCHMALL SPORTS, LLC**, a Texas limited liability company (“TCHMALL”) (collectively, hereafter referred to as the “Owners”), and the **CITY OF BEE CAVE, TEXAS**, a home-rule municipality of the State of Texas, acting by and through its City Manager or his designee (hereafter referred to as the “City”). In this Agreement, the City and Owners are sometimes individually referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS

WHEREAS, Kent owns approximately 19.178 acres of property in Travis County, more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the “Kent Property”) and intends to design and construct the Infrastructure Improvements (as defined in Section 2.10) on the Property (“Project”); and,

WHEREAS, TCHMALL owns approximately 8.60 acres of property in Travis County, more particularly described as Lot 1, Block A of HCI Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Document No. 201300022 of the Official Public Records of Travis County, Texas (the “TCHMALL Property”), and the TCHMALL Property is developed as HCI Sports & Fitness. The Kent Property and the TCHMALL Property are collectively referred herein as the “Property”; and,

WHEREAS, Kent and JPD Backyard Finance, LLC, a Texas limited liability company, have entered into a Joint Development Agreement, dated [the date hereof], relating to the Willie Way Extension (as defined in Section 2.18) and certain easements, which has been filed in the real property records of Travis County, and being designated with Volume ____, Page ____ [or Travis County id #]; and,

WHEREAS, the Parties have entered into a Consent Agreement, dated [the date hereof], in the form attached hereto as **Exhibit D** hereto (“Consent Agreement”), relating to the rules and regulations in the City Code of Ordinances applicable to development of certain construction projects on the Property as defined in the Consent Agreement; and,

WHEREAS, the City has found that providing the economic incentives to the Owners in exchange for the Owners’ construction of public infrastructure necessary to serve the Project, the ongoing operation of HCI Sports & Fitness, and future development of adjacent properties will promote local economic development, stimulate business and commercial activity, and will create and retain jobs within the City; and,

WHEREAS, the City is authorized by Article 52-a Texas Constitution and Texas Local Government Code §380.001 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and,

WHEREAS, the City has determined that the economic incentives provided herein will directly serve a public purpose, being the promotion of the economic welfare of the City, and that this Agreement contains controls likely to ensure that the public purpose is accomplished; and,

WHEREAS, the City Council finds that it is in the public interest to provide the economic incentives set forth herein subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual benefits described in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. AUTHORITY

The City's execution of this Agreement is authorized by Chapter 380, Texas Local Government Code, and constitutes a valid and binding obligation of the City subject to the condition precedent that the Owners complete construction of public infrastructure necessary to serve the public, the Project, and the future development of adjacent properties as set forth in this Agreement. The Owners' execution and performance of this Agreement constitutes a valid and binding obligation of the Owners if the Owners proceed with construction of public infrastructure as provided herein. The City acknowledges that the Owners are acting in reliance upon the City's performance of its obligations under this Agreement in making its decision to commit substantial resources and money to construct public infrastructure, and the Owners acknowledge that the City is acting in reliance upon the Owners' full and complete performance of its obligations under this Agreement in making its decision to commit substantial resources.

II. DEFINITIONS

Wherever used in this Agreement, the following terms shall have the meaning ascribed to them unless the context clearly indicates otherwise:

2.01 "Applicable Regulations" means the Consent Agreement, the City's Charter, the City's applicable Code of Ordinances, other applicable regulations, standards, codes and ordinances of the City, and local, state, and federal laws and regulations governing the platting or re-platting of land into subdivisions and the development of said land in effect as of the Effective Date.

2.02 "Bankruptcy or Insolvency" means the dissolution or termination (other than a dissolution or termination by reason of a Party merging with an affiliate) of a Party's existence as a going business, insolvency, appointment of receiver for any part of a Party's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against a Party and in the event such proceeding is not voluntarily commenced by the Party, such proceeding is not dismissed within ninety (90) business days after the filing thereof.

2.03 "City Code" means the City of Bee Cave Code of Ordinances in effect as of the Effective Date of this Agreement, as may be modified by the Consent Agreement between the City and Kent dated _____.

2.04 “Default” means failure to timely, fully, and completely comply with one or more requirements, obligations, duties, terms, conditions or warranties, as stated in this Agreement. The City in its sole discretion may accept substantial compliance in lieu of full compliance by waiving such act of default.

2.05 “Effective Date” means the date this Agreement has been signed by all Parties.

2.06 “Expiration Date” means the earlier of: (a) five (5) years from the Effective Date or (b) the date of termination provided for under Section 8.01 of this Agreement, whichever occurs first.

2.07 “Force Majeure” means any event in which any Party shall be delayed, hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, unavailability of any utility service, restrictive governmental laws or regulations, riots, insurrections, the act, the failure to act, or default of another Party or a material worsening of current conditions caused by acts of terrorism or war (whether or not declared), or severe weather occurring after the execution of this Agreement, which materially impair the Party’s ability to perform any act required under this Agreement.

2.08 “Grant Amount” means three million two hundred fifty thousand and no/100 dollars (\$3,250,000.00) to be used as a contribution to the cost and expenses associated with the design, development, construction, financing, or completion of the Infrastructure Improvements.

2.09 “Grant Payment(s)” means payment(s) made by the City to the Owners under this Agreement as a direct contribution to the construction, financing, and completion of the Infrastructure Improvements.

2.10 “Infrastructure Improvements” means collectively (i) the construction of the Willie Way Extension and the associated Water Quality Ponds, (ii) execution and recordation of the Offsite Parking Easement Termination; and (iii) execution and recordation of the Public Access Easement.

2.11 “Offsite Parking Easement” means that certain parking easement conveyed by Timothy P. and Brenda F. Skaggs to JSJMCL, LLC, predecessors-in-interest to TCHMALL and the City, recorded as Document No. 2013017832 in the Official Public Records of Travis County, Texas.

2.12 “Offsite Parking Easement Termination” means the document to be executed and recorded by TCHMALL and the City to terminate and release the Offsite Parking Easement.

2.13 “Project” means the design and construction of the Infrastructure Improvements.

2.14 “Public Access Easement” means a non-exclusive perpetual public access easement to be conveyed by TCHMALL to the City for public access on Skaggs Drive to be generally located as depicted on **Exhibit B**.

2.15 “Substantially Complete” or “Substantial Completion”, (i) as it pertains to the Willie Way Extension, means that: (1) the Willie Way Extension is open for use by the public, and (2) the City, County or any other applicable governmental authority has accepted dedication of the Willie Way Extension, and (ii) as it pertains to the Water Quality Ponds, means approval and acceptance by the City.

2.16 “Term” means the initial term beginning on the Effective Date and ending on Expiration Date the as set forth herein, unless terminated sooner or extended by mutual agreement of the Parties in the manner provided for herein, and any renewal thereof.

2.17 “Water Quality Ponds” means a water quality ponds for stormwater management of run off from the Willie Way Extension and the Kent Property to be located on the portion of the Kent Property adjacent to Highway 71 that complies with the City Code, as modified by the Consent Agreement, as generally depicted on **Exhibit B**. The Water Quality Ponds will be improved and serve as a wet amenity to the Project.

2.18 “Willie Way Extension” means the construction of the extension and widening of Willie Way Boulevard from the boundary of the adjacent tract through the Kent Property to Highway 71 as a four-lane roadway with a center median, sidewalks, landscaping, and other associated improvements. The Willie Way Extension shall be generally located on the Kent Property as depicted in **Exhibit B**.

2.19 “Willie Way Right of Way” means the portion of the Kent Property reserved as right of way for the construction of the Willie Way Extension, as set forth on **Exhibit B**.

III. INFRASTRUCTURE IMPROVEMENTS

3.01 Willie Way Extension.

(a) Kent shall engineer, design, permit, construct, and complete the Willie Way Extension to be generally located on the Property as depicted in **Exhibit B**. Kent shall prepare construction plans for the Willie Way Extension, including but not limited to a four-lane roadway with a center median, sidewalks, landscaping, and other related facilities, in compliance with Applicable Regulations and obtain any and all necessary approvals from the City. Willie Way Extension shall conform and be constructed in accordance with construction plans approved by the City, Applicable Regulations, and good engineering practices. Kent is responsible for the timely payment of all costs and expenses related to the engineering, design, permitting, construction, and completion of the Willie Way Extension.

(b) As a related facility of the Willie Way Extension, Kent shall engineer, design, permit, construct, and complete an approximately 20,000 square feet of Water Quality Ponds on the Kent Property as depicted on **Exhibit B**. The Water Quality Ponds will serve as wet amenity ponds for use and enjoyment by customers and visitors of the Project and the general public. Kent shall design the Water Quality Ponds in compliance with Applicable Regulations and obtain any and all necessary approvals from the City. Kent is responsible for the timely payment of all costs and expenses related to the engineering, design, permitting, construction, and completion of the Water Quality Ponds.

(c) Effective immediately upon execution of this Agreement, Kent shall reserve the portions of the Property indicated in **Exhibit B** for the sole purpose of use as right of way for the Willie Way Extension and construction of the Water Quality Ponds. Kent hereby covenants that the Willie Way Right of Way shall not be developed for any other purpose until such time as the Willie Way Extension is constructed as dedicated to the City. Upon approval by the City Engineer, the alignment of the Willie Way Right of Way may be adjusted as necessary to appropriately connect with roadway access points on adjacent properties. Payment of the agreed to grant by the City to Kent

related to such conveyance as a benchmark shall be as listed in **Exhibit C**. Upon Substantial Completion of the Willie Way Extension, Kent shall dedicate, and the City agrees to accept, the Willie Way Extension and the Water Quality Ponds. Prior to City's acceptance, Kent shall provide satisfactory evidence to the City that there are no liens or other encumbrances filed against the Kent Property. Kent shall post maintenance, warranty and/or performance bonds or other fiscal assurance in compliance with the City Code.

3.02 Termination of Offsite Parking Easement. TCHMALL hereby agrees to terminate the Offsite Parking Easement and release all rights therein granted to TCHMALL as the successor-in-interest to the grantee of the Offsite Parking Easement. TCHMALL shall be responsible for all costs and expenses related to the termination of the Offsite Parking Easement. The Offsite Parking Easement Termination shall be in form and content reasonably and mutually acceptable to TCHMALL and the City, as success-in-interest to grantor of the Offsite Parking Easement.

3.03 Public Access Easement. TCHMALL hereby agrees to the Public Access Easement for the benefit of the public over and across Skaggs Drive as depicted on **Exhibit B**. TCHMALL shall be responsible for the costs and expenses related to the drafting and granting of the Public Access Easement, and the Public Access Easement shall be in form and content reasonably and mutually acceptable to TCHMALL and the City. The terms of this Agreement only obligate TCHMALL to the granting of the Public Access Easement and includes no obligation to improve the portion of the Property covered by the Public Access Easement.

IV. GRANT PAYMENT

4.01 Grant Payment. Subject to the continued satisfaction of all the terms and conditions of this Agreement, the City shall make Grant Payments to the Owners of the Grant Amount as a direct contribution to, or reimbursement to the Owners for the design, permitting, construction, drafting, financing, completion, and dedication of the Infrastructure Improvements. The City shall make the Grant Payments in accordance with the schedule provided in **Exhibit C**. Each Grant Payment must be made to Owners timely but not later than thirty (30) days following the (i) receipt of a request for payment and (ii) certification by design engineer with confirmation by the City Engineer, which shall not be unreasonably withheld, of compliance with the applicable benchmark identified in **Exhibit C** to which such request relates. Failure to complete the Infrastructure Improvements as provided in this Agreement shall be considered a Default that requires repayment to the Grant Amount pursuant to Article VII of this Agreement.

4.02 Current Revenue. The funds distributed hereunder shall be paid solely from lawfully available funds of the City. Under no circumstances shall the obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

V. CITY'S OBLIGATIONS

5.01 City's Obligations. The City is obligated to pay to the Owners the Grant Amount, subject to the conditions precedent that the Owners have timely and fully complied with all applicable terms and conditions contained in this Agreement pursuant to the schedule in **Exhibit C**. The City's

obligation to pay the Owners the Grant Amount shall cease upon expiration of this Agreement unless the Owners are due a Grant Payment based on the completion and approval by the City Engineer of benchmarks identified in **Exhibit C**, in which case, the City's obligations shall terminate upon the final Grant Payment.

5.02 Review Process. The City acknowledges that efficient and expedited City reviews are necessary for the effective implementation of the Project. Therefore, the City agrees to expedite the review and approval of all construction plans, easements, and development permits required for the Infrastructure Improvements and development of the Project, including without limitation any and all required subdivision plats, development plats, site plans, watershed protection or drainage plans, utility extension approvals, building plan reviews, building permits, plumbing permits, electrical permits or similar permits, and reasonably necessary variances, waivers or modifications, and further agrees that the City's approval of the plans and permits will not be unreasonably withheld, conditioned or delayed. The City Planning Director is authorized to modify the sequencing of development applications for the Project and modify the procedures for subdivision plat approval, including allowing the use of the short form subdivision application process, provided that any modification is consistent with state law and provided that adequate measures are in place to ensure the extension of required public infrastructure to the Property. Furthermore, the City shall cooperate, in good faith, with the Owners, as appropriate and necessary, to expedite the review of the Offsite Parking Easement Termination and the Public Access Easement, and the approval of the documents as to form and content shall not be reasonably withheld, conditioned or delayed. The City will ensure that the final form of the Offsite Parking Easement Termination and Public Access Easement are executed by the appropriate party on behalf of the City in a timely manner.

VI. OWNERS' OBLIGATIONS, COVENANTS, AND WARRANTIES

6.01 Owners' Obligations. The Owners shall, during the Term of this Agreement, satisfy and comply with the terms and conditions of this Agreement. The Owners agree to obtain all required City permits for the construction of the Infrastructure Improvements and will diligently pursue such construction until fully completed.

6.02 Completion Dates.

(a) Willie Way Extension. The Willie Way Extension will address traffic needs for the City, as well as serve the Project and future development of adjacent property to the north as an outdoor amphitheater ("Amphitheater"). Kent agrees to commence construction of the Willie Way Extension and Water Quality Ponds as soon as practicable after receipt of all required governmental approvals. Kent shall use commercially reasonable efforts to cause the completion (evidenced by acceptance by the City) of the Willie Way Extension and the Water Quality Ponds in accordance with this Agreement within one hundred eighty (180) days after the date on which all necessary permits and approvals are issued by the City, and in any event no later than completion of the Amphitheater, subject to Force Majeure and any delays in obtaining the required approvals from any governmental entity including the City. In addition to the foregoing, Kent shall diligently pursue obtaining acceptance of Willie Way Extension and the Water Quality Ponds by the City after Substantial Completion.

(b) Easements. TCHMALL shall provide the draft version of the Offsite Parking Easement Termination and the Public Access Easement to the City for review as to form and content

within sixty (60) days of the Effective Date of this Agreement. TCHMALL shall cooperate, in good faith, with the City, as appropriate and necessary, in executing and recording the Offsite Parking Easement Termination and the Public Access Easement.

6.03 Inspection. At all times throughout the term of this Agreement, the City shall have reasonable access to the Property for the purpose of inspecting the Property to ensure that the Infrastructure Improvements are constructed and installed in accordance with the terms of this Agreement. All inspections shall be conducted in accordance with any safety and security measures and in a manner as to not unreasonably interfere with the installation of the Infrastructure Improvements or the operation of the Project. The inspections shall be conducted within a reasonable time period after notice by the City to the Owners.

6.04 Covenants and Warranties. The Owners make the following covenants and warranties to the City and agrees to timely and fully perform the following obligations and duties:

(a) The Owners are authorized to do business and are in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Term of this Agreement.

(b) No litigation or governmental proceeding is pending or, to the knowledge of the Owners, threatened against or affecting the Owners that may result in any material adverse change in the Owners' business, properties or operation. No consent, approval, or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby.

(c) There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and the Owners have not been informed of any potential involuntary bankruptcy proceedings.

(d) To its current, actual knowledge, the Owners have acquired and maintained all necessary rights, licenses, permits and authority to carry on its business in Bee Cave, Texas, and will continue to use its best efforts to maintain all necessary rights, licenses, permits and authority.

(e) The Owners shall timely acquire, and provide evidence of same to the City, maintenance bonds, in a form in compliance with the City Code, that will ensure maintenance of public improvements following dedication to, and acceptance by, the City.

VII. ACT OF DEFAULT; CURE

7.01 Owners' Default. Should the Owners fail to timely or substantially comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failure shall be a Default by the Owners. Default by the Owners shall include, but not limited to:

(a) Failure to timely, fully and continuously comply with any maintenance, warranty and/or performance bond or other fiscal assurance requirements at any time throughout the Term of this Agreement.

(b) Provision of any false or substantially misleading statements contained in Section VI or failure to comply with any one covenant or warranty.

(c) Failure to timely and fully perform obligations as to the Infrastructure Improvements as required in this Agreement.

7.02 Cure Owners' Default. If a Default by the Owners is not cured and corrected within ninety (90) days after written notice to do so, the City may demand repayment from the Owners of any Grant Payments, provided that the Default occurs prior to the Expiration Date, as reasonably determined by the City, and/or the City shall have the right to draw down on any fiscal posted by the Owners for the Infrastructure Improvements through any agreement with the City (e.g. plat, site development permit, etc.). The amount owed to the City under this subsection shall be paid by the Owners within one hundred twenty (120) days after the date the Owners are notified by the City of such uncured Default. Notwithstanding the above, if such Default is such a matter that cannot be cured by reasonably diligent efforts within ninety (90) days, then such occurrence shall not be a Default so long as the Owners promptly initiate and diligently and continuously attempt to cure the same, even if the same is not cured within said ninety (90) day period. Notwithstanding anything in this Agreement to the contrary, the Parties hereby agree that the Owners shall have no liability at law, in equity or otherwise to the City for the following: (i) for any consequential, exemplary or punitive damages; (ii) for any failure or inability on the part of the Owners to obtain the necessary project approvals; and (iii) with respect to any failure on the part of the Owners to construct the Infrastructure Improvements as required by this Agreement, for any actual damages in excess of the amount that any portion of the Grant Amount is used to reimburse the Owners for construction of the Infrastructure Improvements that have not been accepted by the City or that will not be owned, operated, and maintained by the City.

7.03 City Default and Cure. Should the City fail to timely or substantially comply with any one or more of the requirements, obligations, duties, terms, conditions or warranties of this Agreement, such failures shall be a Default by the City. The City shall have ninety (90) days to cure and remove the Default upon receipt of written notice to do so from the Owners. If uncured, such uncured Default will give the Owners the right to the Grant Amount not already provided to the Owners by the City in previous Grant Payments. The Owners specifically agree that the City shall only be liable to the Owners for the amount of the Grant Amount it is required to convey to the Owners, attorneys' fees, and costs of court, and shall not be liable to the Owners for any alleged or actual consequential damages.

VIII. MISCELLANEOUS

8.01 Termination. This Agreement terminates upon any one or more of the following:

- (a) by mutual written agreement of the Parties;
- (b) on the Expiration Date (as defined above);
- (c) by the Owners, if the City defaults or breaches any of the terms or conditions of this Agreement, and such default or breach is not cured within ninety (90) days after written notice thereof;
- (d) by the City, if the Owners default or breach any of the terms of conditions of this Agreement, and such default or breach is not cured within ninety (90) days after written notice thereof;

(e) by the City, if any taxes which are or may be assessed, charged, levied, or imposed on the Owners or the Property have become delinquent (provided, however, the Owners retain the right to timely and properly protest and contest any such claim of delinquency);

(f) by the City if the Owners suffer an event of Bankruptcy or Insolvency; and

(g) by either Party if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

8.02 Changes in Law. If, during the Term of this Agreement, state law applicable to this Agreement changes and, as a result, the Grant Amount differ from the amount which would have been paid to the Owners under the laws in effect as of the Effective Date of this Agreement, then the City, in its sole discretion, may adjust the Grant Amount utilizing whatever discretionary funding source(s) are legally available to the City to be allocated to the Grant Payment. The foregoing does not require the City to use funds from other sources and/or sources that are not within the City's discretion to allocate to the Project in order to achieve the same economic benefits to both Parties, which would have resulted if the law had not changed.

8.03 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

8.04 Limitation on Liability. It is understood and agreed between the Parties that the Owners and the City, in satisfying the conditions of this Agreement, have acted independently, and neither the City nor the Owners assumes the responsibilities or liabilities of the other Party's performance, its subcontractors or third parties in connection with this Agreement.

8.05 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the Parties.

8.06 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

8.07 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it with Federal Express or another delivery service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (ii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice given in any manner will be effective when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

City: City of Bee Cave
Attn: City Manager
4000 Galleria Parkway
Bee Cave, Texas 78739

Owners: Kent Sports Holdings, L.P.
TCHMALL SPORTS, LLC
Attn: Jeff Kent
12006 Pleasant Panorama View
Austin, Texas 78738

with copy to: McLean & Howard, LLP
Attn: Jeffrey Howard
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

The Parties may change their respective addresses to any other address within the United States of America or provide the names and addresses of its successors or assigns by giving at least five (5) days' written notice to the other Parties. Any Party may, by giving at least five (5) days' written notice, designate additional parties to receive copies of notices under this Agreement.

8.08 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any exhibits attached hereto.

8.09 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and venue for any action concerning this Agreement shall be in Travis County, Texas. Subject to Section 8.10 below, the Parties agree to submit to the personal and subject matter jurisdiction of said court.

8.10 Remedies.

(a) Except as provided in this Agreement, no right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without consent of the Parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

(b) The Parties shall attempt in good faith to resolve all disputes arising out of or relating to this Agreement or any of the transactions contemplated hereby promptly by negotiation, as follows. Either Party may give the other Party written notice of any such dispute not resolved in the normal course of business. Executives of both Parties (*i.e.*, the City Manager for the City and Jeff Kent for Owner) shall meet a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonable deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to such executives, or if no meeting of such executives has taken place within fifteen (15) days after such referral, either Party may initiate mediation as provided hereinafter. If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three (3) business days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for the purposes of the Texas Rules of Evidence and the Federal Rules of Evidence. Each party will bear its own costs for this dispute resolution phase.

(c) In the event that any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby is not resolved in accordance with the procedures set forth in this Section 8(b), such dispute shall be submitted to non-binding mediation to a person mutually agreed by the Parties. The mediation may take place at a mutually agreed upon location. If the mediation process

has not resolved the dispute within thirty (30) days of the submission of the matter to mediation or within such longer period as the Parties may agree to, either Party may exercise all remedies available at law or in equity under this Agreement, including the initiation of court proceedings. Each Party will bear its own costs for this dispute resolution phase.

(d) Nothing in this Section shall preclude, or be construed to preclude, the resort by either Party to a court of competent jurisdiction solely for the purposes of securing a temporary or preliminary injunction or other relief to preserve the status quo or avoid irreparable harm. The Parties shall continue to perform each of their respective obligations under this Agreement during the pendency of any dispute; provided that this obligation shall not apply after the termination of this Agreement (except with respect to payments of amounts due and owing under this Agreement).

8.11 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

8.12 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

8.13 Successors and Assigns.

(a) The City may not assign this Agreement without the prior written consent of the Owners.

(b) An Owner has the right, from time to time, to assign this Agreement to a non-lender person or entity ("Assignee") provided the following conditions are met: (1) Assignee is a successor owner of all or any part of the an Owner's Tract; (2) Assignee expressly assumes in the assignment all obligations and expressly agrees in the assignment to observe, perform, and be bound by this Agreement; and (3) a copy of the executed assignment is provided to the City within thirty (30) days after execution (collectively, the "Assignment Conditions") with documentation evidencing compliance with the Assignment Conditions. From and after the date a copy of the executed assignment is provided to the City, and if the Assignment Conditions are each satisfied, the City agrees to look solely to Assignee for the performance of all obligations assigned to Assignee and agrees that the Owner shall be released from performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations. No assignment by an Owner shall release the Owner from any liability that resulted from an act or omission by the Owner that occurred prior to the effective date of the assignment unless Assignee accepts such liability as part of the assignment.

(c) The Owners have the right, from time to time, to assign its respective interest in this Agreement, in whole but not in part, to a holder of any obligation or debt of an Owner or any successor owner of all or any part of the Property or this Agreement secured by any mortgage, deed of trust, collateral assignment, security interest, lien or other encumbrance, any amendment or modification of the terms thereof, including without limitation any extension, renewal or refinancing thereof (a "Lender") without the City's prior written consent. No assignment by an Owner to a Lender shall release the Owner from any of Owner's obligations under this Agreement.

(d) The Owners shall maintain written records of any and all assignments made by the Owners (including, for each Assignee and Lender, the documentation demonstrating compliance with the Assignment Conditions, and including a copy of each executed assignment) and, upon written request from the City, Assignee, or Lender shall provide a copy of such records to the requesting person or entity.

8.14 Recitals. The recitals to this Agreement are incorporated herein.

8.15 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

8.16 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

(Signature page to follow)

EXECUTED on this _____ day of _____, 2023.

CITY:

City of Bee Cave, Texas,
a home-rule municipality of the State of Texas

Attest:

By: _____
Name: Kaylynn Holloway
Title: City Secretary

By: _____
Name: Kara King
Title: Mayor

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Kara King, Mayor of the City of Bee Cave, Texas, home-rule municipality of the State of Texas, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person’s official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____.

(SEAL)

Notary Public, State of Texas

OWNER:

Kent Sports Holdings, L.P.,
a Texas limited partnership

By: Kent Powersports GP, LLC,
a Texas limited liability company,
its Sole General Partner

By: _____
Jeff Kent, Sole Member

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Jeff Kent, Sole Member of Kent Powersports GP, LLC, a Texas limited liability company, Sole General Partner of Kent Sports Holdings, L.P., a Texas limited partnership, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person’s official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____.

[Seal]

Notary Public, State of Texas

TCHMALL SPORTS, LLC,
a Texas limited liability company

By: _____
Jeff Kent, Manager

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day personally appeared Jeff Kent, Manager of TCHMALL SPORTS, LLC, a Texas limited liability company, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____.

[Seal]

Notary Public, State of Texas

EXHIBIT A

Kent Property

EXHIBIT A

LEGAL DESCRIPTION: BEING A 19.178 ACRE TRACT OF LAND, LYING IN AND BEING SITUATED OUT OF THE NANCY GIBSON SURVEY, NO. 521, ABSTRACT NO. 322 AND THE I. & G.N. R.R. CO. SURVEY, ABSTRACT NO. 2108, ALL IN TRAVIS COUNTY, TEXAS AND BEING THE REMAINDER OF THAT CERTAIN 56.628 ACRE TRACT OF LAND CONVEYED TO REESE COMMERCIAL PROPERTIES LTD. BY DEED RECORDED IN DOCUMENT NO. 2001091446, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS; SAID 19.178 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED BY JAMES E. GARON & ASSOCIATES IN JUNE, 2014:

BEGINNING at a 1/2" iron rod found in the northerly right-of-way line of State Highway No. 71 for the most southerly southeast corner hereof and said Reese 56.628 acre tract and the southwest corner of that certain 3.020 acre tract of land conveyed to Paul Kinsella and Margaret Kinsella by deed recorded in Volume 7319, Page 95 of the Deed Records of Travis County, Texas;

THENCE with the northerly right-of-way of said State Highway No. 71, S 86°53'42" W a distance of 152.09 feet to a 1/2" iron rod set at the beginning of a curve to the right;

THENCE an arc distance of 513.62 feet along said curving right-of-way line to the right having a radius of 2801.45 feet and a chord bearing N 88°05'07" W a distance of 512.90 feet to a 1/2" iron rod found at the southeast corner of Lot 1, Block A, Bee Cave Commercial Park, Phase 1, a subdivision of record in Volume 95, Page 148 Plat Records of Travis County, Texas for the most southerly southwest corner hereof;

THENCE leaving said right-of-way and with the easterly and northerly lines of said Lot 1, Block A, Bee Cave Commercial Park, Phase 1 the following three (3) calls:

- 1) N 07°28'12" E a distance of 266.00 feet to a 1/2" iron rod found for an angle point,
- 2) N 27°54'32" E a distance of 132.44 feet to a 1/2" iron rod found at the northeast corner of said Lot 1, Block A, Bee Cave Commercial Park, Phase 1 for an angle point,
- 3) N 75°32'34" W a distance of 310.61 feet to a 1/2" iron rod found in the easterly line of that certain 9.351 acre tract of land conveyed to Skaggs Family Partnership, LP by deed in Document No. 2013019590 of the Official Public Records of Travis County, Texas, being the westerly line of said Reese 56.628 acre tract, the northwest corner of said Lot 1, Block A, Bee Cave Commercial Park, Phase 1 for the most westerly southwest corner hereof;

THENCE N 14°27'02" E a distance of 412.38 feet to a 1/2" iron rod found at the southwest corner of Lot 1, Block A, Planet Earth Music, a subdivision of record in Document No. 201000097 Official Public Records, Travis County, Texas for the northwest corner hereof;

THENCE with the southerly line of said Lot 1, Block A, Planet Earth Music and the northerly line hereof the following five (5) calls:

- 1) N 78°21'02" E a distance of 465.38 feet to a 1/2" iron rod set for an angle point,
- 2) S 67°15'28" E a distance of 60.01 feet to a 1/2" iron rod set for an angle point,
- 3) N 22°44'32" E a distance of 95.97 feet to a 1/2" iron rod set at the beginning of a curve to the left,
- 4) an arc distance of 55.09 feet along said curve to the left, having a radius of 1030.00 feet and a chord bearing N 21°11'58" E a distance of 55.08 feet to a 1/2" iron rod set for corner,
- 5) S 77°01'05" E a distance of 540.27 feet to a 1/2" iron rod found in the westerly line of that certain 50.000 acre tract of land conveyed to the Village of Bee Cave by deed recorded in Document No. 2005236017 of said official records and the easterly line of said Reese 56.628 acre tract for the southeast corner of said Lot 1, Block A, Planet Earth Music and the northeast corner hereof;

THENCE with the easterly line hereof and said Reese 56.628 acre tract and the westerly line of said Village of Bee Cave 50.000 acre tract, S 14°16'31" W a distance of 445.78 feet to a 1/2" iron rod found for an angle point and S 14°43'05" W a distance of 96.43 feet to a 60D nail found in a fence corner post in the northerly line of said Kinsella 3.020 acre tract for the most easterly southeast corner hereof;

THENCE with said Kinsella 3.020 acre tract, N 77°03'14" W a distance of 262.59 feet to a 1/2" iron rod found at the northwest corner of said Kinsella 3.020 acre tract and S 07°09'42" E a distance of 493.23 feet to the **POINT OF BEGINNING**, containing 19.178 acres of land, more or less and as shown on map of survey prepared herewith.

Surveyed by:

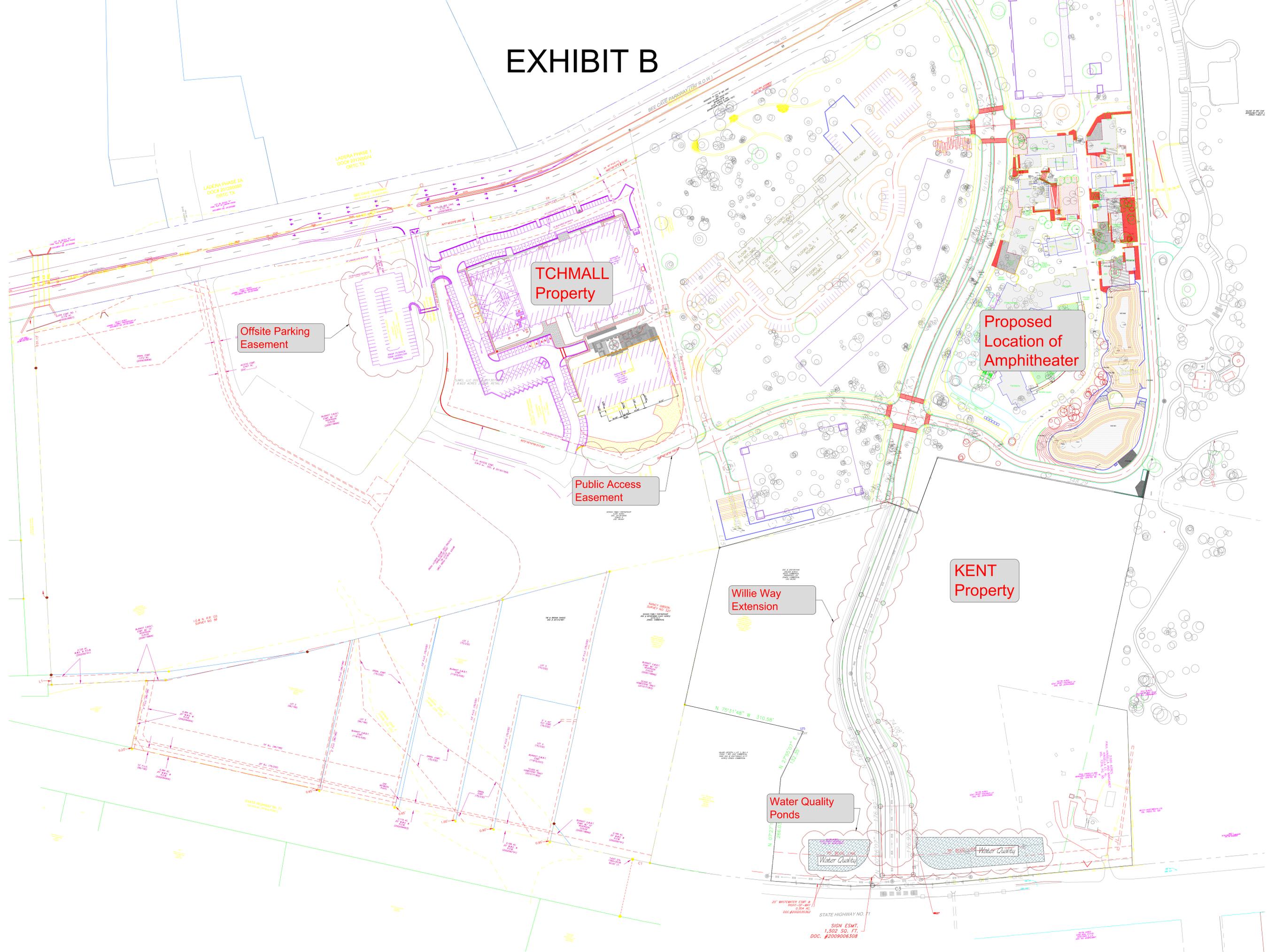


James E. Garon
Registered Professional Land Surveyor
Server: Co\Travis\Surveys\Nancy Gibson\39714.doc

EXHIBIT B

Infrastructure Improvements

EXHIBIT B



LADERA PHASE 1
DOC# 201200074
ORTG TX

LADERA PHASE 2A
DOC# 201200080
ORTG TX

TCHMALL
Property

Offsite Parking
Easement

Proposed
Location of
Amphitheater

Public Access
Easement

KENT
Property

Willie Way
Extension

Water Quality
Ponds

Water Quality

Water Quality

STATE HIGHWAY NO. 71
SIGN ESMT.
1,502 SQ. FT.
DOC. #2009006308

EXHIBIT C

Schedule of Grant Payments

Payment must be made to Owners timely but not later than thirty (30) days following the later of (i) receipt of a request for such payment and (ii) certification by design engineer with confirmation by the City Engineer, which shall not be unreasonably withheld, of compliance with the applicable benchmark identified to which such request relates:

- \$150,000 upon Termination of the Offsite Parking Easement
- \$50,000 upon grant of the Public Access Easement
- Grant Payments for Willie Way Extension and Water Quality Ponds construction will be made as follows:
 - \$500,000 upon the Effective Date of this Agreement that reserves the Willie Way Right of Way
 - \$550,000 at Concept Approval / Design Sign-Off
 - \$1,700,000 will be paid based on a percentage of completion, with \$425,000 payable upon completion of each one-fourth of the construction of the Willie Way Extension as certified by the City Engineer, provided, however, that the final payment will be made only after Substantial Completion of the Willie Way Extension
 - \$300,000 will be paid upon Substantial Completion of the Water Quality Ponds.

EXHIBIT D

Consent Agreement

To be attached

RESOLUTION NO. 2023-08

A RESOLUTION OF THE CITY OF BEE CAVE APPROVING THE 380 AGREEMENT BETWEEN THE CITY OF BEE CAVE AND KENT SPORTS HOLDINGS, L.P. AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH AGREEMENT UPON ALL INFORMATION BEING FILLED IN AND ACCEPT COMPLETION OF BENCHMARKS AND ISSUE PAYMENTS WHICH ARE CONSISTENT WITH THE SCHEDULE CONTAINED WITHIN THE 380 AGREEMENT.

WHEREAS, the City of Bee Cave is a home rule municipality, which has codified its regulations and enforcement; and

WHEREAS, the City of Bee Cave City Council approved the essential terms of a 380 Agreement with Kent Sports, L.P. regarding approximately 19.178 acres of property within the City's jurisdiction; and

WHEREAS, the essential terms are triggered upon a sequence of events which has not yet occurred; and

WHEREAS, the City Council finds it would be inefficient to bring back the Agreement for signature once the sequence of events occurs, especially when the City Council has already approved the essential terms of the agreement; and

WHEREAS, the approved essential terms of the agreement contain grant payments at certain benchmark points as part of the agreement; and

WHEREAS, the City of Bee Cave recognizes the importance of effective and efficient decision-making in the pursuit of the city's goals and objectives; and

WHEREAS, the City of Bee Cave the City Manager is responsible for managing the day-to-day operations of the city, including the implementation of projects; and

WHEREAS, the City Council has determined that seeking approval from City Council for such benchmarks in order to obtain payment would cause delays and inefficiencies that would be detrimental to the City's goals and interests; and

WHEREAS, the City Council believes it is in the interest of good and efficient governance that the City Manager have authority to issue such grant payments as long as they are issued consistent with the Schedule of Grant Payments contained within the approved 380 Agreement.

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

1. The City Manager is authorized to execute the 380 Agreement once all required blanks and information have been filled in by the other parties to the Agreement.
2. The City Manager is authorized to sign documents and make payments consistent with the approved 380 Agreement's schedule of payments upon triggering events contained within the Agreement.
3. This resolution shall take effect immediately upon adoption.

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

CITY OF BEE CAVE, TEXAS

Kara King, *Mayor*

ATTEST:

Kaylynn Holloway, *City Secretary*

APPROVED:

Ryan Henry, *City Attorney*

City of

City Council Meeting
 4/25/2023
Agenda Item Transmittal

Agenda Item: 11.

Agenda Title: Discuss and consider action on a Chapter 380 Grant Agreement between Kent Sports Holdings, L.P., TCHMall Sports and the City of Bee Cave.

Council Action: Discussion and possible action

Department: City Manager

Staff Contact: Clint Garza

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is to discuss a Chapter 380 Economic Development Agreement with Kent Sports Holdings, LP and TCHMALL Sports, LLC.

2. DESCRIPTION/JUSTIFICATION

a) Background

Staff has been in discussions and negotiations with the owner of approximately 27.778 acres of property located between Bee Cave Parkway and TX-71 for infrastructure improvements related to implementation of the adopted Thoroughfare Plan, Capital Improvements Plan, and development of City owned property west of Hill Country Indoor.

b) Issues and Analysis

If approved, the agreement will terminate an offsite parking easement on city owned property, construction of Willie Way to TX-71 as well as associated water quality improvements, and a public access easement for future road construction as depicted in exhibit "B".

Funding for the \$3.00M of \$3.25M grant payments has been approved by the Development Corporation during the annual budget process. If the agreement is approved by council, a future agenda item for the reimbursement from DC to City will be submitted by staff.

Staff will discuss current budget and potential CIP related expenses with the DC at the April 25th meeting, which will include a request to fund the additional \$250K for this agreement.

The schedule of payments for performance under the agreement is included as exhibit "c" in the attached agreement.

3. FINANCIAL/BUDGET

Amount Requested	\$3,250,000	Fund/Account No.
Cert. Obligation		GO Funds
Other source		Grant title
Addtl tracking info		

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Approve agreement.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Chapter 380 Agreement	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
------------	----------	--------	------

City Manager
City Secretary

Garza, Clint
Holloway, Kaylynn

Approved
Approved

4/21/2023 - 5:44 PM
4/21/2023 - 5:56 PM

City of

City Council Meeting
 5/9/2023
Agenda Item Transmittal

Agenda Item: 9.B.

Agenda Title: Consider action on Resolution No. 2023-08 granting authority to the City Manager to issue payments and sign necessary documents under schedule set forth in Chapter 380 Grant Agreement between Kent Sports Holdings, L.P., TCHMall Sports and the City of Bee Cave.

Council Action:

Department: City Manager

Staff Contact: Clint Garza, City Manager

1. INTRODUCTION/PURPOSE

The purpose of this item is to continue implementation of the 380 agreement approved by City Council on April 11, 2023.

2. DESCRIPTION/JUSTIFICATION

a) Background

If approved, the resolution will authorize the City Manager to execute the agreement and authorize payments consistent with performance metrics located within the agreement.

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
<input type="checkbox"/> Resolution	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Garza, Clint	Approved	5/5/2023 - 2:23 PM
City Secretary	Holloway, Kaylynn	Approved	5/5/2023 - 4:05 PM

RESOLUTION NO. BCEDC 2024-01

**A RESOLUTION AUTHORIZING PAYMENT TO THE CITY
OF BEE CAVE IN CONFORMANCE TO THE CHAPTER 380
GRANT AGREEMENT FOR THE BACKYARD DEVELOPMENT,
AND DECLARING AN EFFECTIVE DATE**

THE STATE OF TEXAS §
COUNTY OF TRAVIS §
BEE CAVE DEVELOPMENT CORPORATION §

WHEREAS, The City of Bee Cave (the “City”), Kent Sports Holdings, L.P., and SCHMALL Sports, LLC (together the “Owners”) have entered into that certain Chapter 380 Grant Agreement executed on the 5th day of December, 2023 (the “Agreement”) for certain economic development known colloquially as the Backyard Development, attached hereto as Exhibit “A”; and

WHEREAS, the Board of Directors of the Bee Cave Development Corporation hereby find that providing the economic incentives to the Owners in exchange for the Owners’ construction of public infrastructure necessary to serve the Backyard Development, the ongoing operation of HCI Sports & Fitness, and future development of adjacent properties will promote local economic development, stimulate business and commercial activity, and will create and retain jobs within the City of Bee Cave; and

WHEREAS, the Board of Directors of the Bee Cave Development Corporation hereby find that the Owner’s construction of the Willie Way Extension and the Water Quality Ponds pursuant to the 380 Agreement is required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises in accordance with Section 501.103 of the Texas Local Government Code; and

WHEREAS, the Board of Directors of the Bee Cave Development Corporation hereby finds that reimbursing the City for payments made to the Owners under the 380 Agreement are costs with respect to a project, in accordance with Section 501.152 of the Texas Local Government Code; and

WHEREAS, it is officially found and determined that the meeting at which this Resolution has been considered and acted upon was open to the public and public notice of the time, place and subject of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BEE CAVE DEVELOPMENT CORPORATION:

Section 1. The Recitals hereto are hereby adopted and incorporated herein for all purposes.

Section 2. The President of the Bee Cave Development Corporation is authorized to execute all documents necessary to reimburse the City of Bee Cave for payments made to the Owners under the 380 Agreement, in accordance with the terms and payment schedules thereof, such documents being in a form approved by the attorney for the corporation.

Section 3. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2024.

President, Board of Directors

ATTEST

Secretary, Board of Directors

Exhibit "A"

**THE CITY OF BEE CAVE, TEXAS DEVELOPMENT
CORPORATION NOTICE OF INTENTION TO UNDERTAKE
CERTAIN PROJECTS PURSUANT TO CHAPTER 501, TEXAS
LOCAL GOVERNMENT CODE AND APPLICABLE TO A TYPE-
B ECONOMIC DEVELOPMENT CORPORATION**

The Board of Directors of the Bee Cave Development Corporation (the "Corporation") does hereby give notice of its intention to undertake certain projects pursuant to the requirements set out in Chapter 501, Texas Local Government Code and to expend a portion of funds it receives from the 3/8 of 1% additional sales and use tax levied by the City of Bee Cave, Texas (the "City"), which was approved by the qualified voters of the City at an election held on November 2, 2010. The Corporation intends to utilize such sales tax funds to pay the costs of the following projects or to pay the principal of, interest on, and other costs relating to bonds or other obligations issued by the Corporation to pay the costs of such projects; to wit:



*Economic Development Board Meeting
2/27/2024
Agenda Item Transmittal*

Agenda Item: 7.

Agenda Title: Discussion and possible action to support the Bee Women fund raising Gala by directing donations to the Bee Cave Development Corporation.

Board Action: Discussion and possible action

Department: Administration

Staff Contact: Victoria Winburne

1. INTRODUCTION/PURPOSE

BeeWomen, a 501c-4 civic organization, is hosting a gala on April 13th to raise funds for the new All Abilities Park. They have requested that all donations made at the event be directed to the EDC to ensure donors receive a tax write-off.

2. DESCRIPTION/JUSTIFICATION

a) Background

To facilitate this process, BeeWomen's board has chosen a third-party payment system called, CheddarUp. This system enables attendees to scan a QR code and enter their credit card information to make donations during the gala.

b) Issues and Analysis

Mr. Ryan Henry may have suggestions regarding the best course of action to ensure that all requirements are met.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends that the Development Corporation moves forward with an agreement with BeeWomen to accept donations to the City's new All Abilities Park.



*Economic Development Board Meeting
2/27/2024
Agenda Item Transmittal*

Agenda Item: 8.

Agenda Title: Discuss and consider a request for funds to host the German Christmas Market 2024.

Board Action: Discussion and possible action

Department: Administration

Staff Contact: Clint Garza

1. INTRODUCTION/PURPOSE

Star Hill Ranch plans to host a German Christmas Market scheduled for December 2024. This winter festival will offer an authentic experience, complete with traditional German fare and a lineup of special holiday events.

2. DESCRIPTION/JUSTIFICATION

a) Background

As the City of Bee Cave continues its transformation into a premier destination, the introduction of the German Christmas Market has the potential to become another cherished annual tradition. This event could enhance the local cultural landscape and has the potential to stimulate economic development, drive commerce, and attract visitors from across the region.

b) Issues and Analysis

3. FINANCIAL/BUDGET

Amount Requested	\$50,000	Fund/Account No.
Cert. Obligation		GO Funds
Other source		Grant title
Addtl tracking info		

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends granting the \$50,000 to Star Hill Ranch for their German Christmas Market.



Economic Development Board Meeting
2/27/2024
Agenda Item Transmittal

Agenda Item: 9.

Agenda Title: Discussion and update from the Regulatory Review Committee, Planning and Business Development Committee and the Professional Acquisition and Disposition Committee.

Board Action:

Department: Administration

Staff Contact: Quinn Gormley

1. INTRODUCTION/PURPOSE

Update from the Regulatory Review Committee, with Christy Black and Tony Lockridge.
Planning and Business Development Committee, with John Dastara and Kevin Hight.
And the Professional Acquisition and Disposition Committee, with Christian Alvarado.

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



Economic Development Board Meeting
2/27/2024
Agenda Item Transmittal



*Economic Development Board Meeting
2/27/2024
Agenda Item Transmittal*

Agenda Item: 11.

Agenda Title: Discussion regarding future administrative items, meeting times and dates.

Board Action:

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