



AGENDA

Regular Meeting

City Council 4000 Galleria Parkway

Tuesday, March 26, 2024

6:00 PM, City Hall

4000 Galleria Parkway

Bee Cave, Texas 78738-3104

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

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

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

A. Kathrine Burford Citizen Comment

6. Staff Comments

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

- a. City secretary report

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

7. Consent Agenda

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

- A. Consider approval of the minutes of the Regular Session conducted on February 27, 2024.
 - B. Consider approval of updated policies and Long-Range Plan for Bee Cave Public Library
 - C. Consider approval of a proclamation for the International Dark Sky Week in April.
- 8. Public hearing, discussion, and possible action on Ordinance No. 530 to amend the development standards in Ordinance 00-11-14C Section 2B related to outside speakers in drive-through restaurants. The property affected by the amendments being considered is located generally at 3600 Ranch Road 620 S.
See attachments.
- 9. Discuss and consider action on a WTCPUA 1080 Waterline Easement
- 10. Discuss and consider action on approval of a contract for the Ice Rink Service Agreement with Crown Rinks for Bee Cave on Ice 2024-2025 Season
- 11. Discuss and consider action on a contract with OJB for Landscape Architecture Design services for Bee Cave Central Park and authorize Mayor to execute.
- 12. Discuss and consider action to authorize staff to negotiate a contract with Hoar Construction for the Central Park Improvements Construction-Manager-at-Risk (CMAR).
- 13. Discussion on a conceptual rendering of potential City wayfinding signage.

14. Discuss and consider action on a resolution No. 2024-08 and a disaster declaration for the upcoming solar eclipse on April 8th, 2024.
15. Close Regular Meeting
16. Open Executive Session
17. Close Executive Session
18. Open Regular Meeting
19. Consider action, if any, on Executive Session
20. Adjournment

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



City Council Meeting
3/26/2024
Agenda Item Transmittal

ATTACHMENTS:

Description	Type
☐ Kathrine Burford Citizen Comment	Backup Material



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City Council Meeting
3/26/2024
Agenda Item Transmittal

Agenda Item: 7.A.

Agenda Title: Consider approval of the minutes of the Regular Session conducted on February 27, 2024.

Council Action: Discuss and Consider Action

Department: Admin Assistant

Staff Contact: Thomas Hatfield-Interim City Secretary

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

Amount Requested

Cert. Obligation

Other source

Addtl tracking info

Fund/Account No.

GO Funds

Grant title

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
 Minutes of 2/27/2024	Backup Material

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL
CITY OF BEE CAVE
February 27, 2024

STATE OF TEXAS §
COUNTY OF TRAVIS §

Present:

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

City Staff:

Clint Garza, City Manager
Ryan Henry, Attorney
Travis Askey, Finance Director
Lindsey Oskoui, Assistant City Manager
Lanie Marcotte, Parks and Facilities Director
Jane Kernen, Parks and Facilities Admin Manager
Anna Jensen, Admin Coordinator
Jenny Hoff, Communications Director
Dori Kelley, Business Development Manager
Brittany Graham, Communications Manager
Barbara Hathaway, Library Director
Brian Jones, Police Chief
Kevin Sawtelle, City Engineer
Logan Maurer, Staff Engineer
Rebecca Regueira, Deputy City Secretary

Call to Order and Announce a Quorum is Present

With a quorum present, the regular meeting of the Bee Cave City Council was called to order by Mayor King at 6:01 p.m. on Tuesday, February 27, 2024.

Recognition and moment of silence

Citizen Comments.

Carrell Killebrew, 5410 Great Divide Dr, spoke about Mayor's Facebook post from earlier that day.

Staff Comments.

Jenny Hoff, Communications Director, introduced Brittany Graham, the new Communications Manager, to the Council.

Consent Agenda.

- A. Consider approval of the minutes of the Regular Session conducted on February 13, 2024.
- B. Consider approval of Ordinance No. 527 declaring unopposed candidates in the May 4, 2024 General City Election elected to office and canceling the election.

MOTION: A motion was made by Council Member Rebber, seconded by Council Member Hight, to approve consent agenda items A-B.

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

Voting Aye: Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl, Rebber and Willott

Voting Nay: None

Absent: None

The motion carried 6-0.

Discuss and consider concurrence of the City Manager's appointment of the Planning and Development Director.

Mayor tabled to executive session.

Discuss and consider action to approve the City Manager's recommendation for an Interim City Secretary.

Clint Garza, City Manager, presented this item.

MOTION: A motion was made by Mayor King, seconded by Council Member Rebber, to approve the City Manager's recommendation for an Interim City Secretary.

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

Voting Aye: Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl, Rebber and Willott

Noting Nay: 0

Absent: 0

The motion carried 6-0.

Discuss and consider action on the Vail Divide Drive and Falconhead Traffic Analysis

Kevin Sawtelle, City Engineer, and representatives of RTG presented this item.

No action was taken.

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

Clint Garza, City Manager, presented this item.

Carrell Killebrew, 5410 Great Divide Dr, expressed disagreement with the item.

MOTION: A motion was made by Council Member Hight, seconded by Council Member Hohl, to authorize staff to move forward with officially posting the Request for Proposals for Work Force Housing.

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

Voting Aye: Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl, Rebber and Willott

Noting Nay: 0

Absent: 0

The motion carried 6-0.

Discuss and consider action on Resolution No. 2024-07 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.

Clint Garza, City Manager, presented this item.

MOTION: A motion was made by Council Member Rebber, seconded by Council Member Hight, to approve Resolution No. 2024-07 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.

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

Voting Aye: Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl, Rebber and Willott

Noting Nay: 0

Absent: 0

The motion carried 6-0.

Discuss and consider action to grant a waiver to Bee Cave Central Park to Provisions within UDC Section 7.3.2.C.4 that pertain to the requirement to plat a property that is receiving a transfer of impervious cover.

Lindsey Oskoui, Assistant City Manager, presented this item.

MOTION: A motion was made by Council Member Hight, seconded by Council Member Hohl, to grant a waiver to Bee Cave Central Park to Provisions within UDC Section 7.3.2.C.4 that pertain to the requirement to plat a property that is receiving a transfer of impervious cover.

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

Voting Aye: Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl, Rebber and Willott

Noting Nay: 0

Absent: 0

The motion carried 6-0.

Discuss and consider action on the Interlocal Cooperation Agreement for Emergency Management Coordinator Services between the City of Lakeway, Bee Cave and the Village of the Hills.

Clint Garza, City Manager, presented this item.

MOTION: A motion was made by Council Member Hight, seconded by Council Member Rebber, to approve the Interlocal Cooperation Agreement for Emergency Management Coordinator Services between the City of Lakeway, Bee Cave and the Village of the Hills.

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

Voting Aye: Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl, Rebber and Willott

Noting Nay: 0

Absent: 0

The motion carried 6-0.

Discuss and consider action on Resolution No. 2024-06 suspending the April 9, 2024 effective date of the proposal by Texas Gas Service Company, a division of One Gas, Inc. to implement interim grip rate adjustments.

Clint Garza, City Manager, presented this item.

MOTION: A motion was made by Council Member Hohl, seconded by Council Member Hight, to approve resolution No. 2024-06 suspending the April 9, 2024 effective date of the proposal by Texas Gas Service Company, a division of One Gas, Inc. to implement interim grip rate adjustments.

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

Voting Aye: Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl, Rebber and Willott

Noting Nay: 0

Absent: 0

The motion carried 6-0.

Discuss and consider action on Ordinance No. 528 regarding Council compensation.

Clint Garza, City Manager, presented this item.

Council agreed their preference was to bring the item to the voters in the fall. No action at this time.

Discussion for Formation of Parks Foundation

Lanie Marcotte, Parks and Facilities Director, and Jane Kernen, Admin Manager, presented this item.

Marie Lowman, 13713 Overland Pass, spoke in favor of the item and offered herself as a resource should Lanie or the Council need any regarding the formation of the Parks Foundation.

No action at this time.

Discussion and possible action on Ordinance No. 529 establishing fundraising policies.

Clint Garza, City Manager, presented this item.

MOTION: A motion was made by Council Member Rebber, seconded by Council Member Hohl, to approve Ordinance No. 529 establishing fundraising policies.

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

Voting Aye: Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl, Rebber and Willott

Noting Nay: 0

Absent: 0

The motion carried 6-0.

Discussion and possible action on establishing policies for use of the Hotel Occupancy Tax Fund.

Clint Garza, City Manager, presented this item.

Council directed city attorney, Ryan Henry, to bring back policies for review in a future Council meeting. No action taken at this time.

Discussion and possible action for the relocation of the Old Schoolhouse.

Lanie Marcotte, Parks and Facilities Director, and Adam Wooley, part owner of Star Hill Ranch, presented this item.

MOTION: A motion was made by Council Member Hohl, seconded by Council Member Hight, to authorize the City Manager to execute an agreement relocating the Old Schoolhouse to Star Hill Ranch.

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

Voting Aye: Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl, Rebber and Willott

Noting Nay: 0

Absent: 0

The motion carried 6-0.

Discuss and consider action on an employment agreement for a new City Manager and authorize the Mayor to execute the agreement.

Mayor tabled to executive session.

Executive Session:

The City Council closed Open Session at 8:02 p.m. to convene in Executive Session.

At this point in the meeting, Mayor King publicly announced that a closed, executive session would be held and identified the section of the Open Meeting Law under which the meeting would be held. Mayor also announced that Item A will be removed from the Executive Session Agenda.

Executive session in accordance with the Texas Government Code, Section 551-074 – Personnel Matters-to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; and Section 551.071 - Consultation with Attorney regarding pending or contemplated litigation or a settlement offer, or on any matters in which the Attorney has a duty to the City under the Texas Disciplinary Rules of Professional Conduct that clearly conflicts with the provisions of the Open Meetings Law. A quorum of the City Council will be present for the executive session.

- A. Deliberation regarding the potential acquisition of real property for public purposes.
- B. Personnel – City Manager

The City Council closed the Executive Session at 8:33 p.m. and reconvened in Regular Session.

In Open Session:

Discuss and consider concurrence of the City Manager's appointment of the Planning and Development Director.

Clint Garza, City Manager, and Lindsey Oskoui, Assistant City Manager presented this item.

MOTION: A motion was made by Council Member Hight, seconded by Council Member Hohl, for the Council to be in concurrence with the City Manager's appointment of the Planning and Development Director.

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

Voting Aye: Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl, Rebber and Willott

Noting Nay: 0

Absent: 0

The motion carried 6-0.

Discuss and consider action on an employment agreement for a new City Manager and authorize the Mayor to execute the agreement.

MOTION: A motion was made by Mayor Pro Tem Clark, seconded by Council Member Hight, to approve an employment agreement for a new City Manager and authorize the Mayor to execute the agreement.

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

Voting Aye: Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl, Rebber and Willott

Noting Nay: 0

Absent: 0

The motion carried 6-0.

Adjournment:

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

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

Voting Aye: Mayor King, Mayor Pro Tem Clark, Council Members Hight, Hohl, Rebber and Willott

Noting Nay: 0

Absent: 0

The motion carried 6-0.

The City Council meeting adjourned at 7:32 p.m.

PASSED AND APPROVED THIS ____ DAY OF _____, 2024.

Kara King, Mayor

ATTEST:

Thomas Hatfield, Interim City Secretary



***City Council Meeting
3/26/2024
Agenda Item Transmittal***

Agenda Item: 7.B.

Agenda Title: Consider approval of updated policies and Long-Range Plan for Bee Cave Public Library

Council Action: Approve or Deny

Department: Admin Assistant

Staff Contact: Barbara Hathaway

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

Staff recommends approval

ATTACHMENTS:

Description		Type
📄	Memo to Council re policy updates and Long-Range Plan	Cover Memo
📄	2024 Library Policies and Long-Range Plan	Cover Memo

Memo



Date: March 26, 2024
To: City Council
From: Barbara Hathaway, Library Director
Re: Updated Library Policies and Long-Range Plan

Submitted for Council consideration and approval are updated versions of long-standing library policies that cover a wide range of operations and procedures, as well as an updated Long-Range Plan. These policies are considered standard practice for public libraries and have been updated to conform to our current practices. The Long-Range Plan is a requirement for accreditation by the Texas State Library and is overdue for an update. We had postponed revising it the last couple of years when it looked like a new library building would eventually be approved. Now that we are in the design phase of the new building, it is appropriate to update the Long-Range Plan with the new building in mind. Please see below for a summary of changes to the policies and Long-Range Plan submitted on the Consent Agenda.

Circulation Policy:

- Our checkout period changed from 2 to 3 weeks during COVID; patrons loved the change so we kept it in place.
- No overdue fines were charged during COVID and have not been charged since, in keeping with best practices in the public library field. Council approved the elimination of overdue fees in the most recent Fee Schedule Amendment in 2022.
- The policy adds information about checkout limits for digital materials in OverDrive—the two-week period for eBooks and eAudiobooks is set by our consortium and is not under our control.

Code of Conduct: No substantive changes; language added clarifying the prohibition of animals other than those defined by the ADA as service animals.

Collection Development Policy: Clarifications added to the section on requests for reconsideration of materials to include:

- Must be a patron of BCPL to request reconsideration of materials.
- The committee that will review the request is defined as the Library Director, Assistant Director, and 2 members of the Library Advisory Committee.
- Materials will remain in the library during the reconsideration process.

Community Bulletin Board Policy: No substantive changes

Donations Policy: clarifications added to when and what we can accept as donations including

- DVDs, Audiobooks, and Playaways are no longer accepted as donations.
- Print materials must have an ISBN.
- Maximum of 3 boxes or bags per family accepted per year.

Interlibrary Loan Policy: Clarifications have been added to what the library will lend and what we will allow patrons to borrow through ILL to align with our parameters under the new statewide ILL system launching later this year.

Internet Access Policy: No substantive changes

Long-Range Plan: The previous “Strategic Plan” was approved in 2016. Updates were considered but postponed as plans to build a new library slowly took shape. The proposed Long-Range Plan presented here is based on input from the community gathered through an extensive survey and multiple days of focus groups conducted by our consultant hired as part of the design team. The language presented allows for future flexibility as the new library is built and programming, collections, and staffing expand accordingly.

Sponsorship Policy: Clarifies that sponsor donations for the library should be made to the Friends of Bee Cave Public Library, a 501c3 nonprofit, and used to support library programming and services.



Bee Cave Public Library Circulation Policy

Checkout period for all physical materials: 3 weeks

Checkout period for digital materials: 2 weeks*

Limit number of items: A total of 20 items, including but no more than

- 5 juvenile DVDs
- 5 adult DVDs
- 3 audiobooks
- 3 Wonderbooks
- 3 magazines

Limit number of holds: 5

Renewal limit for books, magazines, audiobooks, and DVDs: 1 time for 3 weeks

Lost or damaged item fee: original cost plus \$5.00 processing fee

Lost patron card replacement fee: \$1.00

*NOTE: Bee Cave Public Library is a member of the Central Texas Digital Consortium which makes its collections available to member libraries through OverDrive and the Libby application. The checkout period of 2 weeks for eBooks and eAudiobooks is set by the consortium.

Approved by Bee Cave City Council, xx/xx/2024



Bee Cave Public Library

Code of Conduct

Mission Statement: The Bee Cave Public Library will provide intellectual, cultural, educational, and recreational resources in a variety of formats. The library will offer an inviting environment, promote lifelong learning, and foster a sense of community.

CODE OF CONDUCT

The Bee Cave Public Library welcomes all patrons to enjoy its collections, programs, and resources. The purpose of this policy is to ensure a safe and hospitable facility for every patron.

Library visitors of all ages are required to observe the library's rules and policies. Inappropriate, disruptive, disrespectful, or rude behavior to staff or library patrons will not be tolerated.

City of Bee Cave policy prohibits the use of city facilities for commercial purposes. **Visitors are expected to respect others, to respect City of Bee Cave property, to make safety a priority, and to obey the law.** Visitors may be asked to leave the library temporarily or permanently if their behavior is in breach of this Code of Conduct. *The following guidelines are not intended to be an all-inclusive list.*

RESPECT OTHERS

- Talk quietly.
- Use headphones with all audio equipment.
- Keep personal belongings close at all times.
- Conduct phone calls outside the library.
- The following activities are prohibited in the library:
 - Inappropriate displays of affection
 - Displays of offensive materials on computers
 - Offensive displays or gestures
 - Commercial solicitation, selling, or panhandling
 - Political campaigning
 - Posting or distributing flyers without prior library staff approval
 - Harassment or sexual harassment of library patrons or staff
 - Inappropriate use of social media directed at library staff, programs, or patrons
 - Possessing, being under the influence of, or using alcohol or controlled substances on library premises
 - Strong odors offensive to a person of normal sensibilities caused by either poor personal hygiene or excessive use of perfume or cologne

RESPECT PROPERTY

- Take care of food and drinks; dispose of trash properly.
- Handle all library materials with care.
- Use equipment and furniture only for their intended purpose.
- The following activities are prohibited in the library:
 - Smoking or use of any tobacco products or e-cigarettes
 - Eating at the computer stations
 - Sleeping on library property
 - Bringing skateboards or bicycles inside the library
 - Running, climbing, or throwing things
 - Bathing, shaving, or washing/rinsing of clothes in Bee Cave City Hall restrooms
 - Entering unauthorized areas of the library or City Hall [The second floor of the Bee Cave City Hall building is reserved for authorized events and persons only.]

STAY SAFE

- **The Bee Cave Public Library assumes no responsibility for children in the library. Children are the responsibility of their parents or guardians, not library staff.**
- All children under the age of 12 must be accompanied and directly supervised by an adult or responsible person age 17 or older.
- Unsupervised children may be referred to the Bee Cave Police Department.
- An adult caregiver must accompany patrons of any age who require assistance and supervision.
- Service animals as defined by the Americans with Disabilities Act (ADA) are the only animals allowed inside the library; exceptions may be made for library-sponsored events.
- In the event of an emergency, all patrons will fully comply with directions from the library staff, who will implement appropriate actions and procedures.

OBEY THE LAW

Illegal or dangerous behavior to any person or property is prohibited. Criminal activities that occur on library property will be reported immediately to the Bee Cave Police Department.

CONSEQUENCES FOR UNACCEPTABLE CONDUCT

Individuals who fail to comply with this Code of Conduct may have their library privileges curtailed or suspended. Failure to stop unacceptable conduct after a verbal warning may result in the offender's being asked to leave the premises. Anyone failing to leave when requested by library staff or a law enforcement officer may be evicted and may be charged with criminal trespass.



BEE CAVE
PUBLIC LIBRARY

Bee Cave Public Library Collection Development Policy

Mission Statement: The Bee Cave Public Library will provide intellectual, cultural, educational, and recreational resources in a variety of formats. The library will offer an inviting environment, promote lifelong learning, and foster a sense of community.

COMMUNITY SERVED

The City of Bee Cave is located eight miles west of Austin in Travis County, Texas, and is the fastest-growing community within the award-winning Lake Travis Independent School District. Bee Cave Public Library is located inside Bee Cave City Hall in the mixed-use development known as the Hill Country Galleria, which lies at the intersection of three major highways and offers a variety of services to the wider region. The library is funded by appropriation from the general fund of the City of Bee Cave and serves patrons from many surrounding communities without regard to residency. The City of Bee Cave prides itself on being a historic, family-oriented community committed to a high quality of life in a beautiful, natural setting.

PRINCIPLES OF COLLECTION DEVELOPMENT

The Bee Cave Public Library selects materials that support its mission to provide its patrons with intellectual, cultural, educational, and recreational resources in a variety of formats to meet the lifelong learning needs of the community. The Library recognizes the rights of citizens granted by the Constitutions of the United States and the State of Texas.

The Bee Cave City Council authorizes the Library Director, with advice and input from the Library Advisory Committee and library staff, to select materials for the Library's collection in accordance with the principles and criteria outlined in the Collection Development Policy.

OTHER RESOURCES AVAILABLE LOCALLY

Bee Cave Public Library offers free membership to any citizen of Texas without regard to residency, and through the TexShare Card Program and Interlibrary Loan, we provide access to a world of resources beyond our own. Bee Cave patrons in good standing may receive a TexShare card, which gives them access to local public libraries including the Westbank Community Library, Austin Public Library, and the Texas State Library and Archives, as well as academic libraries of the University of Texas, St. Edward's University, Concordia University, and other institutions of higher learning.

AREAS OF FOCUS WITHIN OUR COLLECTION

I. Adults

Because of the wealth of resources available in the area, and the relatively small size of our community and our space, Bee Cave Public Library has chosen to focus its adult collection

primarily on those materials most likely to circulate often, namely popular fiction, nonfiction, and biographies. Materials are offered in a variety of formats including print, audio, video, and digital. By its membership in the Texas State Library System and through selective purchases, the Library offers access to a wide array of online databases that supplement and expand the usefulness of the collection for research purposes and general information.

II. Youth

The children and young adult collections are somewhat broader in focus. Materials are selected within our limitations of budget and space to support the educational and research needs of K-12 students and local home-schooled students, as well as their recreational and general informational needs. As an accredited Family Place Library™, we devote a significant portion of the children's collection to materials for young children who are served by no other community agency and for whom the Library may be their first experience of a structured education environment. Fostering a love of books and reading is crucial to building an educated and responsible population and is reflected in the materials and programs the Library offers to our young patrons.

Materials chosen for the children's collection will be selected to appeal to children of different ages and interests and offered in a variety of formats including print, audio, video, and digital. Library staff members will help parents and children locate materials, but they cannot presume to make decisions for parents as to which library materials are appropriate for their children.

SELECTION CRITERIA

Because of the volume of publishing, as well as limitations of budget and space, selection criteria will be applied in developing the collection, and materials may be selected based on any, several, or all of the following:

- Positive review in a professional journal or local media
- Patron request
- Individual merit of each item
- Popular appeal or demand
- Suitability of material for the general public
- Existing library holdings
- Budget
- Format

Items will be chosen for the collection based on a wide range of community tastes and interests and will not necessarily appeal to everyone. Materials will be judged based on the work as a whole, not on a section taken out of context. Selection of materials does not constitute or imply agreement with or approval of the content, viewpoint, implications, or presentation of the materials. Self-published items or those from alternative publishers in any format are subject to the same selection criteria as items from mainstream publishers.

REVIEW OF THE COLLECTION

The collection will be frequently and systematically reviewed for currency of information, and usefulness to the community. Materials that have become outdated or are no longer of popular interest will be withdrawn from the collection.

DONATIONS

The Library accepts donations of books and other library materials that support the mission of the Library and fall within the scope of the Library's Collection Development Policy as detailed in the Donations Policy. The Library reserves the right to utilize donated materials in any way that best benefits the collection and services. Gifts not added to the collection may be sold to benefit the Library or donated to other organizations.

PATRON REQUEST FOR RECONSIDERATION OF LIBRARY MATERIAL

The Library recognizes the right of individuals to question materials in the Library's collection. The Library provides a form (Appendix A) by which a patron can request a reconsideration of material. After the form is completed and returned to the Library Director, the material in question will be reviewed by the Library Director and a Library Review Committee to determine whether the material meets the criteria contained in this policy. The patron will be notified of the committee's decision.

Requests for reconsideration may only be filed by Bee Cave Public Library cardholders in good standing. Materials under reconsideration will be kept on the library shelves during the reconsideration. The Review Committee will consist of the Library Director, Assistant Library Director, and two Library Advisory Committee members.

While the Library welcomes expressions of opinion from the public, patrons' selections of materials are an individual, private matter. While patrons are free to select or reject materials for themselves and their minor children, patrons cannot restrict the freedom of others to read, view, listen, or inquire. Parents have the primary responsibility to guide and direct the selections of their minor children. Individual items which may be controversial or offensive to some may appropriately be added to the collection if they meet the selection criteria or contribute to the mission of the Library.

Approved by Bee Cave City Council, xx/xx/2024

Appendix A - Bee Cave Public Library

Patron Request for Reconsideration of Library Material

Request by: _____
Address: _____ Phone: _____
City: _____ Zip: _____
Email: _____

Please circle the format of the material:

Book Magazine Newspaper Audiobook Kit DVD Digital Other

Title: _____
Author: _____
Publisher: _____ Pub. Date: _____

1. I object to this material because: (Please be very specific) _____

2. I __did__ did not read/view/listen to the material in its entirety.

3. Theme of the material: _____

4. Age of individual for whom it was checked out: _____

5. Age of individual for whom it is appropriate: _____

6. What do you recommend the Library do about this material? _____

Date: _____ Signature of Patron: _____

Thank you for sharing your concerns with us. The Library Director and the Library Review Committee will review your comments and all relevant policies. You will be notified of the decision.

For Library Use Only

Received by: _____ Date reviewed: _____

Comments: _____

Date Patron Contacted: _____

Approved by Bee Cave City Council, xx/xx/2024



Bee Cave Public Library Community Bulletin Board Policy

The primary purpose of the bulletin board in the Library foyer is for the limited, temporary display of information to library users about events or services of a cultural, educational, or community service nature.

Due to limited space, priority will be given to the Library, Library support groups, the City of Bee Cave and surrounding communities, tax-supported organizations, and non-profit educational, cultural, and charitable organizations. Other announcements, including those of a commercial nature by a for-profit organization, will receive the lowest priority.

All items must be approved by the Library staff and must meet generally accepted community standards, and existing laws regarding obscenity, libel, defamation of character, and invasion of privacy.

The name and contact information of the group sponsoring or benefiting from the posting must be clearly displayed.

In general, announcements of events will be posted up to one month before the event. Notices of a general nature that do not advertise a specific date or event will be removed after eight weeks or when space for other announcements runs out, whichever comes first. Very large posters may be rejected because of space limitations. Items cannot be returned to the owner once removed from the board and the Library does not assume responsibility for materials damaged or stolen.

This policy is not to be interpreted in any way to establish a specific public forum at the Library and is created for the benefit of the city itself and not individual members or groups of the public.

No display shall ever be permitted to interfere with the orderly activity of government service in the Library. Should a display cause or result in an interference in any manner with the orderly function of government service in the Library, the display may be removed immediately.

Acceptance of materials for display does not imply the Library's endorsement of a group or organization, its policies, or beliefs.

Approved by Bee Cave City Council, xx/xx/2024



Bee Cave Public Library Donations Policy

The resources of Bee Cave Public Library have been carefully selected by library staff according to the Library's Collection Development Policy and acquired through purchases and donations. We appreciate the generosity of those wishing to donate materials to the Library. However, in order to ensure a quality collection for everyone, the Library has established simple guidelines to implement our Collection Development Policy. Because of the high cost of cataloging, processing, and storage, we can accept only the following types of materials, which must be in good condition with an ISBN visible on the back cover of the book:

- Hardcover books published within the past three years
- Paperback books published within the past three years
- Literary classics
- Children's books

We are unable to accept encyclopedias, textbooks, condensed books, magazines, newspapers, audiobooks, Playaways, or DVDs. Due to the staff time and space required to evaluate and process donations, we cannot accept more than three boxes or bags of books per family per year. No damaged or moldy items will be accepted.

If your donations meet the criteria listed above, please contact the Library to arrange a convenient time for us to receive them. We are unable to accept any donations during June, July, and August. Donated items become the property of Bee Cave Public Library, and those not added to the collection are offered to other libraries, donated to nonprofit organizations, sold at book sales, or discarded/recycled if in poor condition. Income from book sales is used to benefit the Library.

If your donations do not meet the Library's requirements as described above, please ask at the Circulation Desk for a list of other organizations that may be able to accept your items.

Approved by Bee Cave City Council, xx/xx/2024



Bee Cave Public Library Interlibrary Loan Policy

Bee Cave Public Library offers Interlibrary Loan (ILL) as a service to its patrons. Books not available at Bee Cave Public Library (BCPL) may be requested through ILL.

Requests are limited to 5 per patron at one time.

Loan periods are set by the lending library. Charges for lost, overdue, or damaged materials will be determined by the lending library.

The following types of materials may be borrowed or lent by Bee Cave Public Library through ILL:

- Books
- Large print books

Bee Cave Public Library will not borrow or loan the following types of materials:

- DVDs, CDs, or VHS
- Audiobooks
- Books on best seller lists
- Reference books
- Items of high local demand

Staff must be able to verify the author, title, and ISBN for books requested through ILL.

Patron accounts must be in good standing with no unpaid charges at BCPL and no previously lost or damaged ILL items.

Bee Cave Public Library complies with all federal copyright laws.

Approved by Bee Cave City Council, xx/xx/2024



Bee Cave Public Library

Internet Access Policy

Mission Statement: The Bee Cave Public Library will provide intellectual, cultural, educational, and recreational resources in a variety of formats. The library will offer an inviting environment, promote lifelong learning, and foster a sense of community.

Bee Cave Public Library is pleased to provide our patrons with free Internet access on public workstations in the Library and free wireless connectivity in the Library building.

Disclaimer

- Viewing and evaluating material obtained from the Internet is the responsibility of the library patron. Not all information obtained from the Internet is accurate, credible, or current. Some Internet sites may carry sexually explicit information or other information that library visitors may find controversial or inappropriate. The Library expressly disclaims any liability or responsibility arising from access to or use of information obtained through its electronic information systems, or any consequences thereof.
- Restricting minor children's use of the Internet in the Library is the responsibility of the parents or guardians; the Library does not have the right or responsibility to act *in loco parentis*.
- In the interest of providing free access to information, and in keeping with the American Library Association's *Library Bill of Rights*, **the Bee Cave Public Library does not use filtering software** to censor access to material or protect users from offensive information.

Using Our Computers

- Public workstations are available on a first-come, first-served basis.
- Usage is limited to one hour at a time if others are waiting, not to exceed a total of two hours per person per day.
- Internet access sessions are not available 15 minutes before closing time.
- Children under the age of 12 will not be permitted to use the library workstations without parental permission.

The Library reserves the right to terminate the Internet access privileges of any person abusing these policies and procedures.

To access a library workstation, all users are required to accept the following Internet Use Agreement by clicking "I Agree" during the login process.

INTERNET USE AGREEMENT

I agree that the use of the Internet is a privilege, not a right. When using any computer at Bee Cave Public Library, I agree to

- Use library computers responsibly and ethically, consistent with the educational and informational purposes for which they are provided;
- Refrain from making any changes to the setup or configuration of the software or hardware.

I agree not to use the computer for any unauthorized, unethical, or illegal purpose including, but not limited to,

- Attempting to modify or gain access to files, passwords, or data belonging to others;
- Sending, receiving, or displaying text or graphics which may reasonably be construed as obscene;
- Distributing or exhibiting materials harmful to minors;
- Copying or distributing materials in violation of U.S. copyright law;
- Violating software license agreements or network usage policies.

I understand that library computers may not be used to break any federal, state, or local law. No library patron is permitted to use a library computer to view obscenity or child pornography, or to display such content. Violators of this Internet Use Agreement may have their computer and/or library privileges revoked and/or may be removed from the Library building. Illegal acts involving Library computers may be subject to prosecution by local, state, or federal authorities.

The Bee Cave Public Library assumes no responsibility for any patron's use of the Internet. It is the right and responsibility of parents or guardians to determine what is appropriate for their children and to monitor their children's use of Library materials and resources, including the use of the Internet. Children under the age of 12 will not be permitted to use Library computers without parental permission.

Approved by Bee Cave City Council, xx/xx/2024



Bee Cave Public Library

Long-Range Plan 2024

Mission Statement

The Bee Cave Public Library will provide intellectual, cultural, educational, and recreational resources in a variety of formats. The library will offer an inviting environment, promote lifelong learning, and foster a sense of community.

Situation Assessment

Bee Cave Public Library is in its nineteenth year of operation, having grown from a tiny collection of 7,500 mostly donated volumes housed in a portable building to a thriving, full-service library of 30,000 volumes in its physical collection and nearly twice that number of electronic items in its digital collection. The library has a team of 11.5 full-time equivalent staff members serving an active community of approximately 9,500 active cardholders. The library serves 70,000 visitors per year and offers award-winning programs across a wide range of interests and ages.

Bee Cave Public Library operates as a department of the City of Bee Cave. Since 2007, the library has operated in its current space of 4,200 square feet on the first floor of Bee Cave City Hall, located in the heart of the Hill Country Galleria, a mixed-used development of retail, office, and residential space. As the library outgrew its collection, office, and programming spaces on the first floor, it gradually expanded to additional space on the second floor but is currently in dire need of an expanded space. At the time of this Long-Range Plan, the library is engaged in the design phase for a new 24,000 square feet, two-story building projected to open in 2026.

Current Challenges

Bee Cave City Hall, where the library is currently located, shares space with other city departments including administration, finance, communications, municipal court, parks and facilities, and planning and development. All departments share restrooms, conference rooms, multi-purpose meeting rooms, break rooms, mail room, and so on. During municipal, county, state, and national elections, the shared meeting rooms are used for early voting and election days, forcing the library to cancel or reschedule programs due to lack of space. The physical collection of books, audiobooks, DVDs, and other materials has reached maximum capacity in terms of shelf space, requiring a very active program of year-round weeding and de-accessioning of materials to keep the collections usable and current. The ability to innovate and add new programming as designed by

library staff or requested by patrons is severely limited by the space constraints the overcrowded building places on hiring and operations.

As part of the design phase for the new library, a consulting firm conducted a variety of outreach to the community to seek input from stakeholders on their needs and wishes for the new building. Focus groups were conducted with a wide variety of stakeholders over multiple days; vision boards with ideas for the new space were shared with over 500 people at various programs and events who voted on their favorite ideas; an extensive online survey was completed by 450 people; and interviews were conducted with library staff, city officials, and other stakeholders as part of the information-gathering phase.

Through these various methods, stakeholders identified challenges and desired solutions that are addressed in the action plan laid out below.

ACTION PLAN

1. Collections

GOAL: Patrons of all ages will have ready access to a variety of materials in print and digital formats to meet their intellectual, cultural, recreational, and educational needs.

ACTIONS:

- Keep all collections fresh and current through active acquisition of new materials and de-accessioning of weeded materials while in existing limited space.
- Plan for the expansion of all collections in the new building by collating and purchasing supplemental opening-day collections for the new building.

2. Programs and Services

GOAL: The library will provide a variety of programs and services to meet the lifelong learning needs of our growing community.

ACTIONS:

- Ensure that library programs, services, and collections continually adapt to meet community needs through the use of surveys, suggestions, and outreach.

- Expand regular programming for underserved populations, ages, and interests as resources allow.
- Maintain status as an accredited Family Place Library™.

3. Technology

GOAL: Bee Cave Public Library will provide its patrons with access to evolving technology to support their intellectual, cultural, recreational, and educational needs.

ACTIONS:

- Provide access to technology for library visitors on-site through public workstations.
- Provide access to technology for library patrons through the circulation of laptops, hot spots, and other devices as resources allow.
- Provide free connectivity and charging stations for mobile devices throughout the library and adjacent spaces.

4. Facilities

GOAL: Bee Cave Public Library will offer an inviting environment that promotes lifelong learning and fosters a sense of community.

ACTIONS:

- Continue to utilize available space in the existing library, City Hall, and surrounding area to provide a full range of programs and services until the new library opens.
- Design spaces for the new building and its surrounding grounds that facilitate a flexible offering of programs and services by creating spaces that can be modified and adapted as community needs change.
- Design spaces for the new building to be welcoming and accessible to patrons of all ages and abilities.
- Design spaces for the new building to facilitate individual study, small group work, collaborative teamwork, quiet reading, and other types of usage.
- Design spaces for learning through play in the new library and its surrounding grounds to support the goals of Family Place™ libraries.

5. Staffing

GOAL: The library will employ a professional, friendly staff dedicated to delivering innovative, high-quality programs and services that meet the needs of our growing community.

ACTIONS:

- Add additional staff as needed to expand hours of operation.
- Add additional staff to design and carry out additional programs and services.
- Provide robust opportunities for continuing education and training for staff in all positions.

SUMMARY

Bee Cave Public Library is a vibrant, thriving library serving a rapidly growing population. During the design and construction of the new library, Bee Cave Public Library will continue to provide outstanding collections, programs, and services while researching and planning for expansion, growth, and innovation in the future.



Bee Cave Public Library

Sponsorship Policy

Bee Cave Public Library (BCPL) welcomes sponsorship from local businesses, corporations, families, and individuals. The aim of sponsorship is to obtain funding or in-kind support to provide services and equipment that may not otherwise be available. Gifts, grants, and support from sponsors are made through the Friends of Bee Cave Public Library. The Friends of BCPL is a 501(c)(3) nonprofit corporation that supports the library through fundraising, advocacy, and volunteering.

Guiding Principles

The following principles will guide Bee Cave Public Library and the Friends of the Library in the solicitation and acceptance of gifts, grants, and support from sponsors to enhance and develop library programs and services:

- All gifts, grants, and support must further the library's mission, goals, objectives, and priorities. Sponsors may not drive the library's agenda or priorities.
- All gifts, grants, and support must safeguard equity of access to library services.
- All gifts, grants, and support must protect the principle of intellectual freedom. Sponsors may not direct the selection of collections or require endorsement of products or services.
- Gifts of books or other library materials will be accepted in accordance with the terms outlined in the BCPL Collection Development Policy.

Recognition and Acknowledgement

The library will ensure that each sponsor receives acknowledgment and public recognition according to the following guidelines:

- A letter of acknowledgment for gifts of money and in-kind support will be sent to all sponsors from the Friends of the Library.
- Public acknowledgment of sponsorship in the library's promotional materials may include a statement of the sponsor's name and a display of the logo. Standards controlling the size, format, and location of such acknowledgment will be developed by the library staff to ensure consistency and quality of appearance.

Such acknowledgment will not take precedence or have prominence over the library's logo or promotional material.

- The library may submit a press release to local newspapers and/or publish an article regarding the sponsorship in the library newsletter at the discretion of the Library Director.
- Acknowledgment of sponsorship may also take the following forms at the library's discretion:
 - Launch of a special program or media campaign to announce the gift
 - Inclusion of sponsor's name on library promotional materials
 - Display of sponsor's promotional materials during a sponsored event
 - Placement of small standardized plaques on donated furniture or equipment
 - Recognition of sponsor's name on library bookplates

In all cases, the type and scope of donor recognition will be weighed against the benefit to the library and made at the discretion of the Library Director.

Authority for Implementation

The library reserves the right to make decisions regarding the implementation of each grant, gift, or offer of in-kind support. Purchasing decisions, including the type of equipment, materials, furnishings, and other components of a gift will reside with library management. All details as to the design of programs and allocation of resources will also reside with library management.

Approved by Bee Cave City Council, xx/xx/2024



City Council Meeting
3/26/2024
Agenda Item Transmittal

Agenda Item: 7.C.

Agenda Title: Consider approval of a proclamation for the International Dark Sky Week in April.

Council Action: Consider approval

Department: Planning and Development

Staff Contact: Amanda Padilla, Senior Planner

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is to consider action on a proclamation declaring April 2-8 as "International Dark Sky Week" in the city of Bee Cave.

2. DESCRIPTION/JUSTIFICATION

a) Background

The City of Bee Cave hopes to join other cities within the Hill Country in proclaiming April 2-8 "International Dark Sky Week". By declaring the week of April 2nd as "International Dark Sky Week", We hope that citizens and visitors will step outside and experience Bee Cave's night sky. Artificial light at night has revolutionized the way we live and work outdoors, but it has come at a price. When used indiscriminately, outdoor lighting can disrupt wildlife, impact human health, waste money, and energy, contribute to climate change, and block our view of the universe. Effective outdoor lighting reduces light pollution, leading to a better quality of life for all. The dark sky movement is working to bring better lighting to communities around the world so that all life can thrive.

b) Issues and Analysis

3. FINANCIAL/BUDGET

Amount Requested
Cert. Obligation
Other source
Addtl tracking info


Fund/Account No.
GO Funds
Grant title

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Staff recommends approval of the proclamation to declare April 2nd - 8th as "International Dark Sky Week".

ATTACHMENTS:

Description	Type
 Dark Sky Week Proclamation	Backup Material

PROCLAMATION

A PROCLAMATION OF THE BEE CAVE CITY COUNCIL DECLARING APRIL 2-8 AS “INTERNATIONAL DARK SKY WEEK” IN THE CITY OF BEE CAVE.

WHEREAS, the aesthetic beauty and wonder of a natural night sky is a shared heritage of all humankind; and

WHEREAS, the experience of standing beneath a starry night sky inspires feelings of wonder and awe, and encourages a growing interest in science and nature; and

WHEREAS, the City of Bee Cave is surrounded by acres of land that serve a purpose in protecting the natural ecosystem and environment; and

WHEREAS, light pollution has scientifically established economic and environmental consequences, which result in significant impacts to the ecology and human health of all communities; and

WHEREAS, it is the duty of the City of Bee Cave to protect the ecosystem and environment by ensuring that the night sky is not polluted with light; and

WHEREAS, 80-percent of the world’s population, including many people in Bee Cave, lives under a dome of light pollution—excessive artificial lighting at night that disrupts natural darkness—and may never experience the visual wonder or ecological and health benefits of living under a dark sky; and

WHEREAS, the DarkSky International Association is the globally-recognized authority on light pollution, and has created International Dark Sky Week to raise awareness of light pollution, and provide free education, resources, and solutions to the public to encourage the protection of and enjoyment of dark skies and responsible outdoor lighting; and

WHEREAS, In the City of Bee Cave we ask each resident to join in, not only in observing and pondering upon this important week, but also in raising awareness and support for protecting our precious dark skies resources.

THEREFORE, BE IT PROCLAIMED, that I, Kara King, Mayor of the City of Bee Cave, and on behalf of the entire City Council, do hereby declare April 2-8, 2023, as INTERNATIONAL DARK SKY WEEK.

Dated this ____ day of _____, 2024.

Kara King, Mayor



City Council Meeting
3/26/2024
Agenda Item Transmittal

Agenda Item: 8.

Agenda Title: Public hearing, discussion, and possible action on Ordinance No. 530 to amend the development standards in Ordinance 00-11-14C Section 2B related to outside speakers in drive-through restaurants. The property affected by the amendments being considered is located generally at 3600 Ranch Road 620 S.

Council Action: Discuss and Consider Action

Department: Planning and Dev. - PZ Agenda

Staff Contact: Sean Lapano

1. INTRODUCTION/PURPOSE

See attachments.

2. DESCRIPTION/JUSTIFICATION

a) Background

See attachments.

b) Issues and Analysis

See attachments.

3. FINANCIAL/BUDGET

Amount Requested
Cert. Obligation
Other source
Addtl tracking info

Fund/Account No.
GO Funds
Grant title

4. TIMELINE CONSIDERATIONS

See attachments.

5. RECOMMENDATION

See attachments.

ATTACHMENTS:

Description	Type
 Transmittal Letter	Report
 Ord. 00-11-14-C	Ordinance
 Exterior Elevations(1/2)	Exhibit
 Exterior Elevations(2/2)	Exhibit
 Exhibit B: PDD Concept Design Map	Exhibit
 Exhibit C: Development Standards	Exhibit
 Exhibit D: PDD Design Statement	Exhibit
 Project Summary Letter	Exhibit
 Ordinance No. 530	Ordinance

Planning and Zoning Commission Meeting
March 19, 2024
Agenda Item Transmittal

Agenda Item #: 5

Agenda Title: Public hearing, discussion, and possible action on Ordinance No. 530 to amend the development standards in Ordinance 00-11-14C Section 2B related to outside speakers in drive-through restaurants. The property affected by the amendments being considered is located generally at 3600 Ranch Road 620 S.

Commission Action: Discuss and Consider Action

Initiating Department: Planning & Development

Staff Contact: Sean Lapano, City Planner

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is to consider amendments to the Home Depot PDD, Ordinance No. 00-11-14C, affecting Section 2 Uses, for Lot 2A Block B HOME DEPOT ADDN THE AMENDED PLAT OF LTS 2&3 BLK B OF REPLAT, as stated within the draft ordinance 530 and depicted in the Exhibit C. Specifically, the proposed amendments would allow for any drive through restaurants to have outside speakers.

2. DESCRIPTION/ JUSTIFICATION

a) Background

The proposed PDD amendment applies specifically to the Chick Fil A Lot also known as Lot 2A Block B HOME DEPOT ADDN THE AMENDED PLAT OF LTS 2&3 BLK B OF REPLAT. The property is located at 3620 Ranch Road 620 South, Bee Cave Texas.

Chick Fil A Lot 2A Block B is within a Planned Development District with a base zoning of Commercial. [Ordinance 00-11-14C](#) was approved by City Council on November 14, 2000. Ordinance 00-11-14C does not allow for outside speakers in drive through restaurant uses. The Home Depot Development Agreement states that the subject property is tied to Chapter 32 of the City of Bee Cave Code of Ordinances.

The proposed Ordinance 530 will amend the PDD to the following (Exhibit C):

Section 2. Uses.

(B) Drive-through restaurants are allowed, ~~so long as they have no outside speakers.~~

Surrounding Uses:

There are no residential properties adjacent to the lot, it is all commercial.

- There is a bank to the East across RM 620 (Keystone Bank) and to the South (A+ Federal Credit Union)
- Shipley Do-Nuts to the North
- Target is located to the West

b) Issues and Analysis

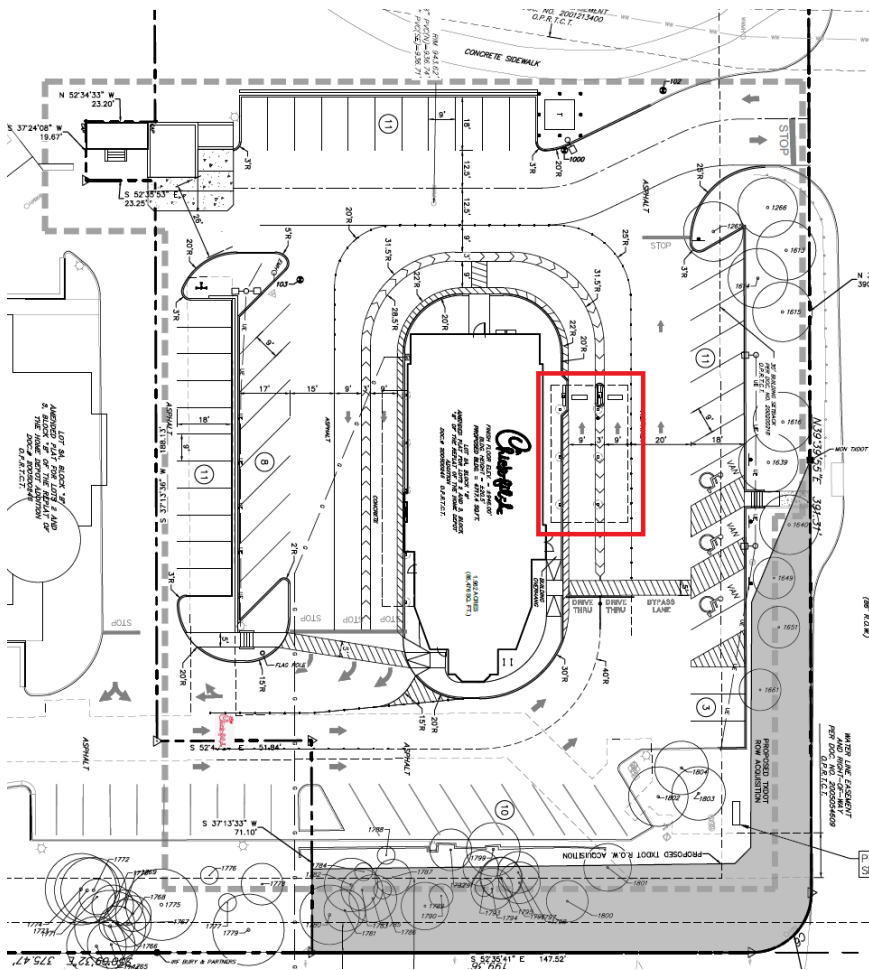
Due to the Planned Development District restricting the uses to not allow outside speakers, the applicant was required to apply for an amendment to Ordinance 00-11-14C. The proposed amendment will allow drive-through uses to have outside speakers.

The applicant is proposing two (2) speaker boxes and will not exceed 95 decibels. The applicant has acknowledged the City Noise Ordinance and will comply. Per Sec 14.06.005 Presumption of Unreasonable Noise, “Noise is presumed to be unreasonable if it produces a measurable sound that exceeds 75 decibels from 7:00 a.m. to 9:00 p.m. or 60 decibels from 9:00 p.m. to 7:00 a.m.”

The hours of operation for the drive through will be Monday – Saturday 6:30AM-10:00PM CST. This PDD amendment does not require the applicant to specify this and therefore should only be used as additional information. The applicant is tied to Chapter 32 of the City of Bee Cave Code of Ordinances and shall comply with hours of operation.

There will be no new light poles, however recessed lights will be added beneath each of the drive-through canopies. It is important to note that this amendment does not allow for this, and a site plan amendment will be necessary should the applicant wish to add the lighting.

The applicant will meet all development standards required within the City’s Code of Ordinance and the applicable PDD and Development Agreements. Any changes to the site, including adding outside speaker boxes and recessed lights, will require a site plan amendment. See location of proposed speaker boxes in red below.



3. FINANCIAL/BUDGET

N/A

4. TIMELINE CONSIDERATIONS

N/A

5. RECOMMENDATION

Staff recommends approval of Ordinance No. 530 with the possible condition:

- The subject property will comply with UDC Article 4 Signage Regulations.

Planning and Zoning Commission recommended approval on March 5th

6. REFERENCE FILES

Attached:

- [Draft Ord. 530](#)
- [Ord. 00-11-14C](#)
- [Exterior Elevations](#)
- [Exterior Elevations](#)
- [Exhibit B: PDD Concept Design Map](#)
- [Exhibit C: Development Standards](#)
- [Exhibit D: PDD Design Statement](#)
- [Project Summary Letter](#)

ORDINANCE NO. 00-11-14-C

AN ORDINANCE ESTABLISHING THE ZONING CLASSIFICATION OF A PARTICULAR AREA OF LAND IN THE VILLAGE OF BEE CAVE, TEXAS, MAKING PROVISION FOR COMPLIANCE WITH THE VILLAGE'S ZONING ORDINANCE AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO ESTABLISH THE ZONING ON THE OFFICIAL ZONING MAP OF THE VILLAGE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the Owner of the land described in Exhibit "A" attached hereto has filed a petition for annexation of that land and has requested that the land be zoned Planned Development Commercial District;; and

WHEREAS, the notice as required by the Village's Zoning Ordinance has been published in the official newspaper and given to adjacent property owners; and

WHEREAS, public hearings have been held by both the Planning and Zoning Commission and the Governing Body as required by law; and

WHEREAS, there has not been any written protest submitted against the proposed change of Zoning Classification; and

WHEREAS, Sec. 12.127 of the Village Zoning Ordinance provides that the purpose of a Planned Development District is to provide for the development of land as an integral unit for single or mixed use in accordance with a PD Concept Plan that may include uses, regulations and other requirements that vary from the provisions of other zoning districts, and to encourage flexible and creative planning to ensure the compatibility of land uses, and to allow for the adjustment of changing demands to meet the current needs of the community; and

WHEREAS, a complete application for the establishment of a PD District, consisting of the Development Agreement hereafter defined, and other documents provided by Home Depot U.S.A., Inc. have been submitted to the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF BEE CAVE, TEXAS:

Section 1. Zoning Classification. The land described in Exhibit "A" attached hereto is hereby declared to be a Planned Development Commercial District.

Section 2. Uses.

(A) The base zoning district upon which the PD is based is commercial district. The permitted uses shall be those allowed in a Commercial District, including those allowed as Conditional Uses which shall be "additional uses," except that the following land uses shall not be allowed:

1. Automotive Sales;
2. Convenience Store;
3. Cocktail Lounge;
4. Exterminating Service;
5. Funeral Service;
6. Hotel - Motel;
7. Monument Retail Sales;
8. Off-Site Accessory parking;
9. Research Services;
10. Service Station; and
11. Light Manufacturing.

(B) Drive-through restaurants are allowed, so long as they have no outside speakers.

(C) Up to 5 trailers and 5 flatbed trucks, owned by Home Depot and for rental to Home Depot customers, may be maintained on the premises. The trailers shall be

located adjacent to the Home/Garden Center in an area sufficiently landscaped to obscure the view from Home Depot Boulevard. The flatbed trucks shall be parked on the northeast side of the Home Depot main building. Home Depot may park two flatbed trucks in the front parking lot to allow for visibility of the rental flatbed trucks.

Section 3. Minimum Standards. Minimum standards for residential uses are not required because there will be no residential uses. Minimum standards for non-residential use, including those for structure height and drainage, shall be as stated in the Development Agreement dated September 13, 2000 entered into by and between the Village of Bee Cave, Texas and Home Depot U.S.A., Inc. (the "Development Agreement").

Section 4. Open Space Standards. The open space standards including public and private open space, preservation of natural features and open space allocation and preservation shall be as set forth in the Development Agreement.

Section 5. Dimensional and Area Standards. The dimensional and area standards for a commercial district shall not apply. Dimensional and area standards for uses shall be as set forth in the Development Agreement.

Section 6. PD's Concept Plan. The PD Concept Plan is attached to the Development Agreement as Exhibit "B,"

Section 7. Site Plan. The site plan required by Section 12.127C((2)) of the Village's Zoning Ordinance has been submitted separately. It shall be reviewed and approved pursuant to the Village's site plan ordinance that was in effect on October 26, 1999.

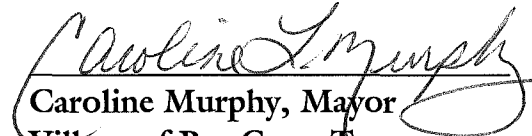
Section 8. Proposed PD Development Standards. The PD District Development Standards shall be as set forth in the Development Agreement.

Section 9. Traffic Impact Analysis. The Village hereby waives the requirement of a traffic impact analysis.


Section 10. This zoning is subject to the terms of the Development Agreement dated September 13, 2000 by and between the Village of Bee Cave and Home Depot U.S.A., Inc, including with out limitation, those provisions which state that the Property will be governed by those ordinances, rules and regulation of the Village which were in effect on October 26, 1999, unless otherwise specifically provided in the Development Agreement.

Section 11. The Village Administrator is hereby authorized and directed to promptly note the zoning change on the official Zoning Map of the Village of Bee Cave, Texas.

PASSED AND APPROVED this 14th day of November, 2000.


Caroline Murphy, Mayor
Village of Bee Cave, Texas

ATTEST:


Sherry Mashburn, Village Secretary
Village of Bee Cave, Texas

(SEAL)

106.558 ACRES
A. STRAHLE SURVEY NO. 594
HOME DEPOT-BEE CAVES

FN. NO. 99-298 (MJJ)
OCTOBER 5, 1999
BPI JOB NO. 948-04.92

DESCRIPTION

OF 106.558 ACRES OF LAND OUT OF THE ANDREW STRAHLE SURVEY NO. 594, ABSTRACT NO. 760, SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 107.10 ACRE TRACT OF LAND CONVEYED TO LEE BLOCKER, ET AL. BY DEED OF RECORD IN VOLUME 2683, PAGE 11 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS AND ALSO BEING A PORTION OF THAT CERTAIN 35.5 ACRE TRACT OF LAND CONVEYED TO LEE BLOCKER ET. AL. BY DEED OF RECORD IN VOLUME 2682, PAGE 599 OF SAID DEED RECORDS; SAID 106.558 ACRES ALSO BEING THAT CERTAIN 108.512 ACRE TRACT OF LAND CALLED TRACT TWO IN A PARTITION DEED OF RECORD IN VOLUME 8514, PAGE 437 OF SAID DEED RECORDS, SAVE AND EXCEPT THAT CERTAIN 1.937 ACRE TRACT OF LAND AND THAT CERTAIN 0.012 ACRE TRACT OF LAND CONVEYED TO THE STATE OF TEXAS FOR RIGHT-OF-WAY PURPOSES OF RECORD IN VOLUME 9652, PAGE 556 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 106.558 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found in the curving westerly line of R.M. 620 (R.O.W. varies), same being the southeasterly corner of a 36.171 acre tract of land conveyed to Kenneth C. Margolis by deed of record in Volume 8730, Page 729 of said Deed Records, the northwesterly corner of said 1.937 acres and the northeasterly corner hereof;

THENCE, leaving the southerly line of said 36.171 acres, along the westerly line of said 1.937 acres, being the westerly line of R.M. 620 and the easterly line hereof, the following four (4) courses and distances:

- 1) Along a curve to the right having a radius of 1225.92 feet, a central angle of 00°30'30", an arc length of 10.88 feet and a chord which bears S50°04'29"E, a distance of 10.88 feet to a Texas Department of Transportation brass disc found in concrete for the end of said curve;
- 2) S51°52'06"E, a distance of 673.99 feet to a Texas Department of Transportation brass disc found in concrete for an angle point;
- 3) S50°09'32"E, a distance of 764.17 feet to a Texas Department of Transportation brass disc found in concrete for an angle point;
- 4) S42°06'36"E, a distance of 71.68 feet to a 1/2 inch iron rod found at the northeasterly corner of that certain 2.997 acre tract of land conveyed to John H. Carrel by deed of record in Volume 13181, Page 165 of said Real Property Records for an angle point hereof;

THENCE, leaving the westerly line of R.M. 620, along the northerly, westerly and southerly lines of said 2.997 acres, being in part along the irregular easterly line hereof, the following three (3) courses and distances:

- 1) S60°13'48"W, a distance of 361.63 feet to a 1/2 inch iron rod found at the northwesterly corner of said 2.997 acres and an interior "ell" corner hereof;
- 2) S51°06'28"E, a distance of 429.31 feet to a 1/2 inch iron rod found at the southwest corner of said 2.997 acres and an interior "ell" corner hereof;
- 3) N60°18'28"E, a distance of 287.60 feet to a 1/2 inch iron rod found in the westerly line of R.M. 620, same being the most northerly corner of said 0.012 acres, the southeasterly corner of said 2.997 acres and an angle point hereof;

THENCE, S26°07'11"E, leaving the southerly line of said 2.997 acres, along the westerly line of R.M. 620, same being the westerly line of said 0.012 acres, a distance of 91.13 feet to a 1/2 inch iron rod with cap set for the most northerly corner of a 1.015 acre tract of land conveyed to Jesse R. Blann and Richard W. Pearce by deed of record in Volume 12867, Page 732 of said Real Property Records, being the most southerly corner of said 1.937 acres and an angle point hereof, from which a Texas Department of Transportation brass disc found in concrete bears S40°45'57"E, a distance of 10.94 feet;

THENCE, leaving the westerly line of R.M. 620, along the westerly line of said 1.015 acres, being a portion of the easterly line hereof, the following three (3) courses and distances:

- 1) S06°48'01"W, a distance of 92.17 feet to a 10 inch cedar fence post found for an angle point;
- 2) S01°53'30"E, a distance of 153.48 feet to a 1/2 inch iron rod found for an angle point;
- 3) S08°28'33"E, a distance of 261.09 feet to a 1/2 inch iron rod found at the northwesterly corner of a 0.837 acre tract of land conveyed to T.G. Thurman by deed of record in Volume 686, Page 104 of said Deed Records, same being the southwest corner of said 1.015 acres, the northeasterly corner of a 51.510 acre tract of land conveyed to Baldwin Investment Company by deed of record in Volume 10538, Page 145 of said Real Property Records, for the southeasterly corner hereof;

THENCE, along the northerly line of said 51.510 acres, being a portion of the southerly line hereof, the following two (2) courses and distances:

- 1) N74°17'25"W, a distance of 637.17 feet to a 1/2 inch iron rod found being the most northerly corner of said 51.510 acres and an angle point hereof;
- 2) S15°00'45"W, a distance of 521.07 feet to a 1/2 inch iron rod with cap set being an angle point in the westerly line of said 51.510 acres, being the northeasterly corner of a 56.628 acre tract of land conveyed to Pamela W. and Michael S. Reese by deed of record in Volume 12467, Page 1535 of said Real Property Records and an angle point hereof; from which a 2 inch axle found bears S85°02'44"E, a distance of 7.06 feet;

THENCE, along the northerly line of said 56.628 acres, being a portion of the southerly line hereof, the following three (3) courses and distances:

- 1) S63°58'31"W, a distance of 1116.80 feet to a 1/2 inch iron rod found for an angle point;
- 2) S65°37'30"W, a distance of 58.71 feet to a 1/2 inch iron rod with cap set for an angle point;
- 3) S65°19'20"W, a distance of 273.26 feet to a 1/2 inch iron rod found at the northeasterly corner of a 44.611 acre tract of land conveyed to Tim and Brenda Skaggs by deed of record in Volume 12007, Page 1764 of said Real Property Records, for an angle point hereof;

THENCE, S66°05'47"W, along a portion of the northerly line of said 44.611 acres, being a portion of the southerly line hereof, a distance of 281.99 feet to a 3/4 inch iron pipe found at the southeasterly corner of a 52.77 acre tract of land conveyed to Edward A. Morgan by deed of record in Volume 12361, Page 1004 of said Real Property Records, for the southwesterly corner hereof;

THENCE, leaving the northerly line of said 44.611 acres, along the easterly line of said 52.77 acres, being the westerly line hereof, the following five (5) courses and distances:

- 1) N23°15'07"W, a distance of 620.34 feet to a 1/2 inch iron pipe found for an angle point;
- 2) N24°45'53"W, a distance of 519.88 feet to a 1/2 inch iron rod found for an angle point;
- 3) N25°03'07"W, a distance of 358.83 feet to a 1/2 inch iron pipe found for an angle point;
- 4) N22°36'11"W, a distance of 181.05 feet to a 1/2 inch iron rod found for an angle point;

FN. NO. 99-298 (MJJ)
OCTOBER 5, 1999
PAGE 4 of 4

- 5) N22°45'00"W, a distance of 177.83 feet to a 5/8 inch iron rod found at the southwesterly corner of said 36.171 acres, for the northwesterly corner hereof;

THENCE, leaving the easterly line of said 52.77 acres, along the irregular southerly line of said 36.171 acres, being the irregular northerly line hereof, the following three (3) courses and distances:

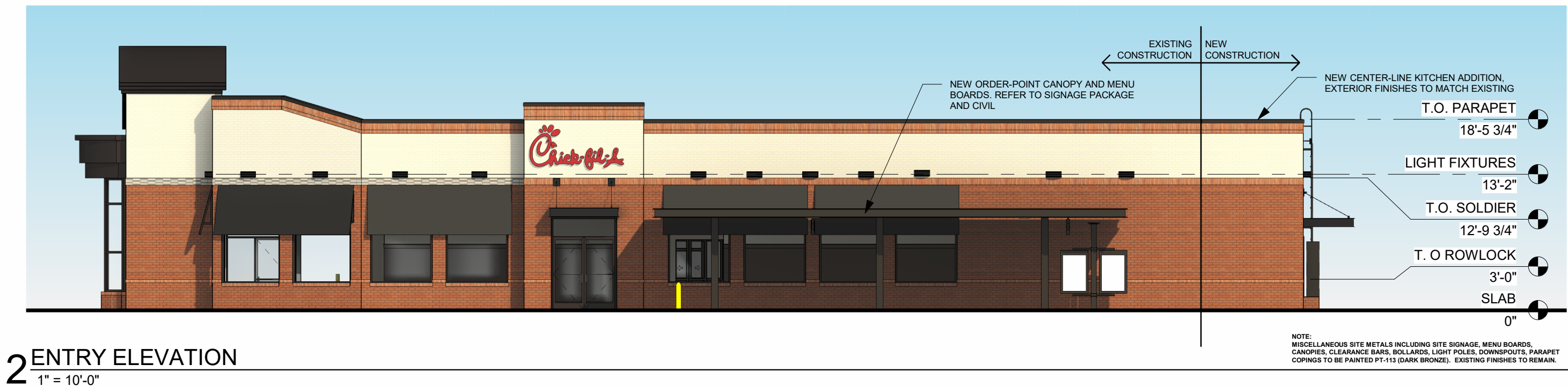
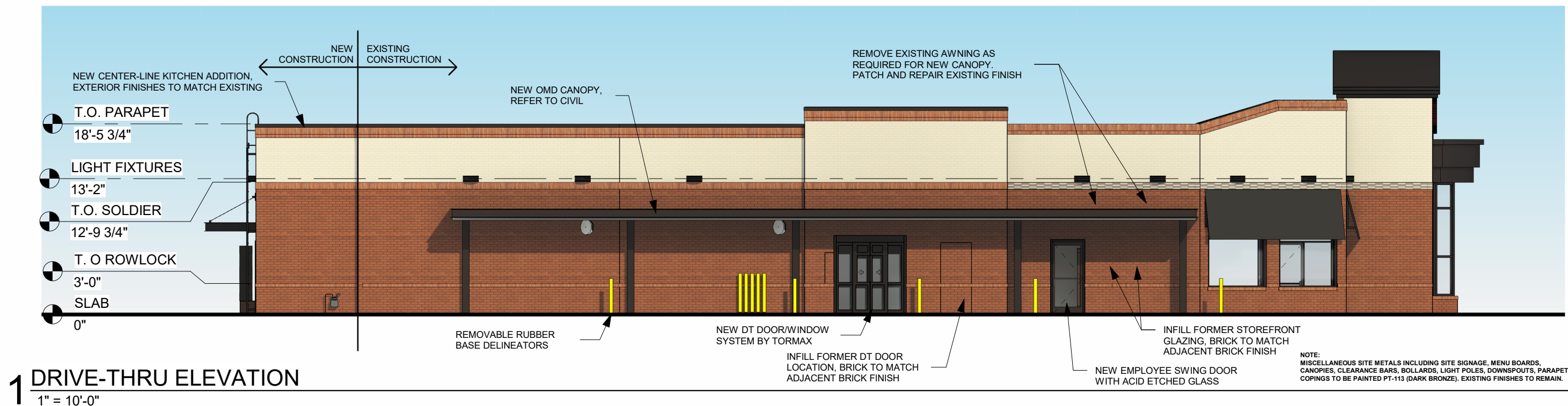
- 1) N66°09'45"E, a distance of 1426.45 feet to a 5/8 inch iron rod found for an angle point;
- 2) N23°50'23"W, a distance of 502.05 feet to a 1/2 inch iron rod found for an angle point;
- 3) N66°11'51"E, a distance of 487.96 feet to the POINT OF BEGINNING, containing an area of 106.558 acres (4,641,672 sq. ft.) of land, more or less, within these metes and bounds.

I, MARK J. JEZISEK, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION. A LAND TITLE SURVEY WAS PREPARED TO ACCOMPANY THIS DESCRIPTION.

BURY & PITTMAN, INC.
ENGINEERS-SURVEYORS
3345 BEE CAVE ROAD, SUITE 200
AUSTIN, TEXAS 78746

Mark J. Jezisek 10/5/99
MARK J. JEZISEK DATE
R.P.L.S. NO. 5267
STATE OF TEXAS





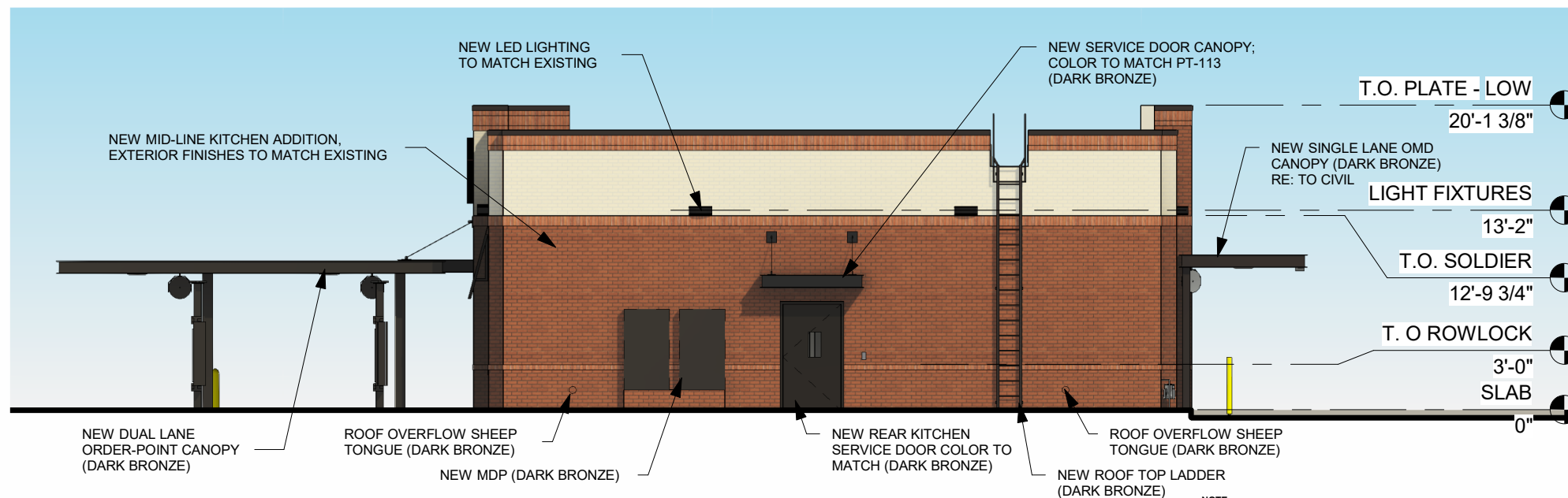
EXTERIOR ELEVATIONS





1 FRONT ELEVATION

1" = 10'-0"



2 REAR ELEVATION

1" = 10'-0"

EXTERIOR FINISHES



BR-A
BRICK VENEER
COLOR: RED VELOUR
SIZE: MODULAR



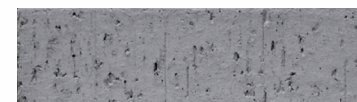
EC-1
PREFINISHED METAL COPING
COLOR: DARK BRONZE



BR-B
BRICK VENEER
COLOR: CASCADE WHITE
SIZE: MODULAR



PT-113
EXTERIOR PAINT
COLOR: DARK BRONZE
FINISH: SEMI-GLOSS



BR-C
BRICK VENEER
COLOR: SMOKE GRAY
SIZE: MODULAR



ST-1
STOREFRONT
COLOR: DARK BRONZE

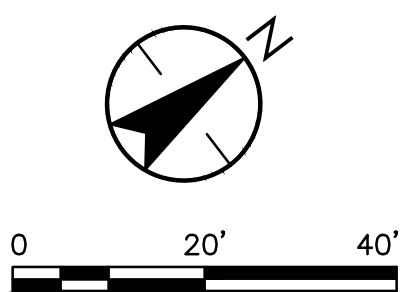
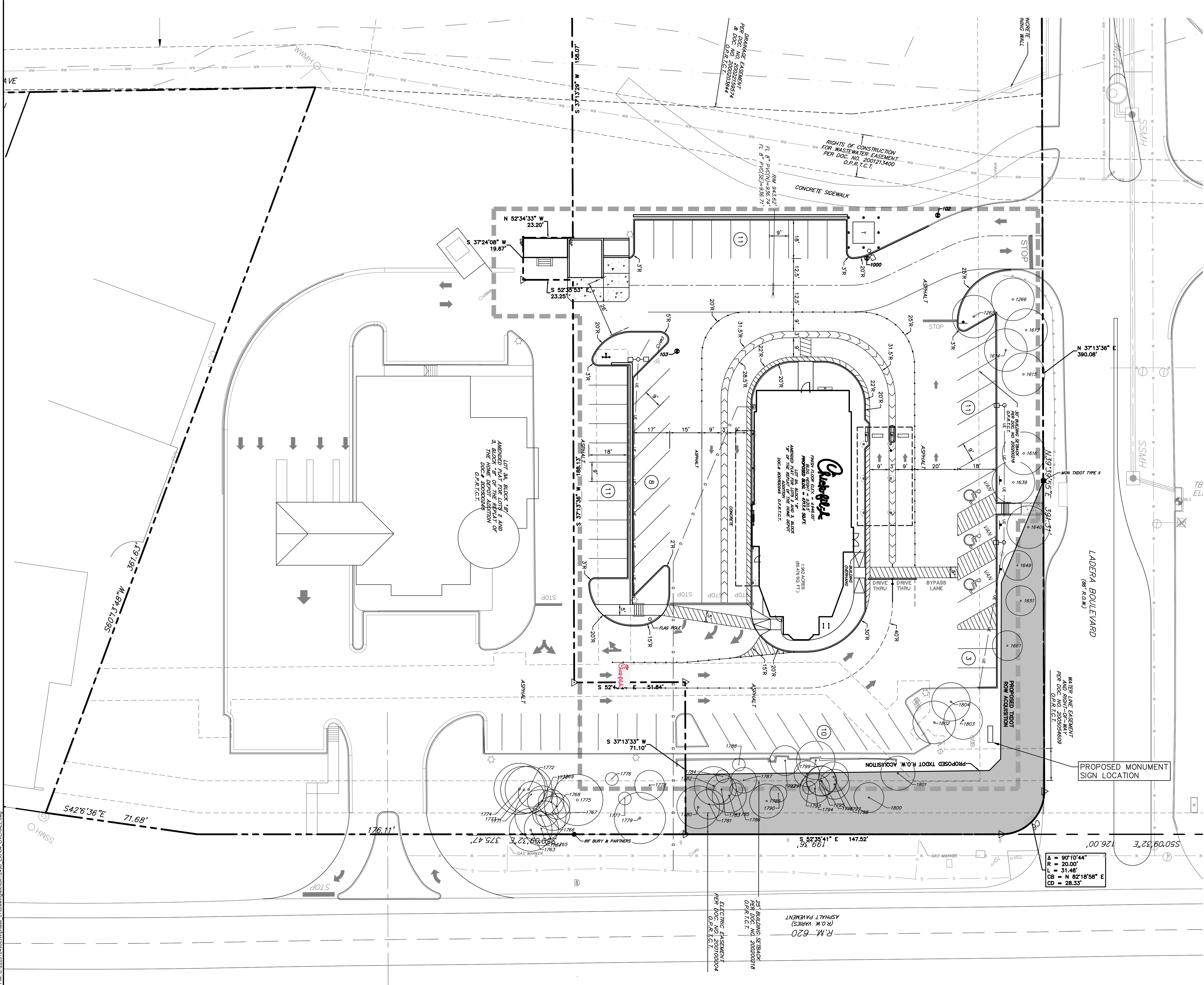
EXTERIOR ELEVATIONS

01656, LAKE TRAVIS, 3600 Ranch Rd 620 S. Ste C, Bee Cave, TX 78738

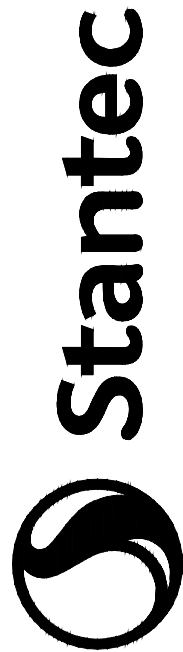
THE CHICK-FIL-A DESIGN DEVELOPMENT PACKAGE REPRESENTS A BRAND COMPLIANT DESIGN SOLUTION.



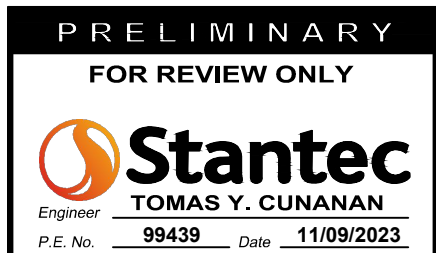
Date: Nov 09, 2023, 10:38am User: ID:kriemenschneider
File: U:\222012490\env\fighies_01\tramping\extrah12490_EXH04_OVERALL.dwg



Chick-fil-A
5200 Buffington Road
Atlanta, Georgia 30349-2998
P: (404) 765 8000



Stantec Consulting Services Inc.
70 NE Loop 410 Suite 1116
Spring Creek, TX 75152
361.210.5258
www.stantec.com
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CHICK-FIL-A Lake Travis

3600 Ranch Road 620 South
Bee Cave, Texas 78738

FSR#01656

BUILDING
TYPE / SIZE:

REVISION SCHEDULE		
NO.	DATE	DESCRIPTION

CONSULTANT PROJECT #	222012490
PRINTED FOR	Project Status
DATE	2023/10/13
DRAWN BY	KR

Information contained on this drawing and in all digital files
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any manner without express written or verbal consent from
authorized project representatives.

SHEET

PDD CONCEPT DESIGN MAP

SHEET NUMBER

EXH01

Exhibit “C”

DEVELOPMENT STANDARDS

The following amended development standards shall only be applicable to the Property described in Exhibit “A” and are intended to supplement the Development Standards contained in Ordinance 00-11-14C. To the extent that any of the following standards conflict with other City Ordinances, the following shall control. Except as otherwise described herein, all development activity undertaken on the Property, shall comply with Ordinance 00-11-14C except as modified herein.

Section 2. Uses.

(B) Drive-through restaurants are allowed, ~~so long as they have no outside speakers.~~

Exhibit “D”

PDD DESIGN STATEMENT

The name of this PDD amendment project is “Chick-Fil-A PDD Amendment,” consists of 1.962 acres, and is located at 3600 South Ranch Road 620 at the southeast corner of the South Ranch Road 620 and Ladera Boulevard intersection (the “Property”). The current use of the Property is a Chick-Fil-A drive-through restaurant.

The base zoning district which the PDD is based is a commercial district. The permitted uses shall be those allowed in a Commercial District, including those allowed as Conditional Uses which shall be “additional uses,” except those as prohibited per the original PDD ordinance, 00-11-14C, as amended.

The Property is surrounded by PDD zoning designations to the north, west and south, and MU-C, Community Mixed-Use, district to the east across the South Ranch Road 620 right-of-way. Adjacent uses include restaurant to the north, retail to the south, financial institutions to the south, and undeveloped property to the east with some single-family residential uses. Additional land uses in close proximity to the Property include multifamily residential, retail, hotel, religious assembly, personal services, and public parkland.

This requested PDD amendment is to modify Section 2.B of the original PDD ordinance, 00-11-14C, to allow drive-through restaurants to contain outdoor speaker boxes. This PDD amendment does not propose to modify any other section of the existing PDD. The Property will remain subject to the regulations outlined in the Development Agreement dated September 13, 2000 entered into by and between the Village of Bee Cave, Texas and Hope Depot U.S.A., Inc., as amended (the “Development Agreement”).

This PDD amendment does not seek any subdivision waivers, is not proposing any new streets, is not impacting slopes, soils or trees, and is not seeking any modifications to site development regulations, impervious cover, residential density, open space, building orientation, or site access. Additionally, as this is a land use-only amendment with no modifications proposed to the development regulations outlined in the Development Agreement, this PDD amendment application does not seek to make any modifications to the drainage patterns on the Property, and does not have an impact on the 100-year floodplain on the Property.

Existing and nearby utility service letters are included with this PDD amendment application package.

Amanda Swor
direct dial: (512) 807-2904
aswor@drennergroupp.com

November 30, 2023

Ms. E. Megan Will
Planning & Development Department
City of Bee Cave
4000 Galleria Parkway
Bee Cave, TX 78738

Via Electronic Delivery

Re: Chick-Fil-A PDD Amendment – Planned Development District (“PDD”) amendment application for the 1.962-acre piece of property located at 3600 South Ranch Road 620 in the City of Bee Cave, Travis County, Texas (the “Property”).

Dear Ms. Will:

As representatives of the owner of the Property, we respectfully submit the enclosed PDD amendment application package. The project is titled Chick-Fil-A PDD Amendment, consists of 1.962 acres, and is located at 3600 South Ranch Road 620 at the southeast corner of the South Ranch Road 620 and Ladera Boulevard intersection. The current use of the Property is a Chick-Fil-A drive-through restaurant.

The existing Chick-Fil-A restaurant was constructed in 2004. As part of a rehabilitation and updating of the restaurant to meet brand standards, this PDD amendment is being requested. The requested PDD amendment is to modify Section 2.B of the original PDD ordinance, 00-11-14C, to allow drive-through restaurants to contain outdoor speaker boxes. This PDD amendment does not propose to modify any other section of the existing PDD. This request is consistent with surrounding uses and complies with UDC 3.5.5.C, as follows:

1. General Legacy Criteria.

- i. The requested PDD amendment does not propose to remove any permitted uses from the existing PDD;
- ii. The requested PDD amendment does not propose to modify regulations governing building bulk, height, footprint, and separation as currently required by the existing PDD;
- iii. The requested PDD amendment does not propose to modify any regulations pertaining to environmentally significant natural features as currently required by the existing PDD;

- iv. The requested PDD amendment does not propose to modify any shared open space areas as currently required by the existing PDD; and,
 - v. The requested PDD amendment does not propose to modify the transportation system as currently required by the existing PDD.
2. Special Criteria for Amendments.
- i. The requested PDD amendment does not propose to modify the existing PDD boundaries;
 - ii. The requested PDD amendment does not propose to authorize uses that are prohibited within the existing PDD;
 - iii. The requested PDD amendment does not propose to modify the amount of land allocated to a particular use within the existing PDD;
 - iv. The requested PDD amendment does not propose to modify residential density of the original PDD as there are no residential uses permitted in the existing PDD;
 - v. The requested PDD amendment does not propose to modify impervious cover or park or landscaped area within the existing PDD.

The Property will remain subject to the regulations outlined in the Development Agreement dated September 13, 2000 entered into by and between the Village of Bee Cave, Texas and Hope Depot U.S.A., Inc., as amended.

Please let me know if you or your team members require additional information or have any questions. Thank you for your time and attention to this project.

Very truly yours,



Amanda Swor

ORDINANCE NO. 530

AN ORDINANCE AMENDING ORDINANCE NO. 00-11-14C (ADOPTED ON NOVEMBER 14, 2000) FOR A PORTION OF THE DEVELOPMENT KNOWN AS CHICK FIL A WHICH IS LOCATED AT 3600 RANCH ROAD 620 SOUTH, IN THE CITY OF BEE CAVE, TEXAS FOR THE PROPERTY DESCRIBED AS LOT 2A BLK B HOME DEPOT ADDN THE AMENDED PLAT OF LTS 2&3 BLK B OF REPLAT (HEREINAFTER THE "PROPERTY") AND DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND WHICH PROPERTY IS ZONED PLANNED DEVELOPMENT DISTRICT WITH A BASE ZONING OF COMMERCIAL; AMENDING THE DEVELOPMENT STANDARDS APPLICABLE TO THE PROPERTY DESCRIBED HEREIN, ATTACHED HERETO AS EXHIBIT "C"; PROVIDING FOR FINDINGS OF FACT, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the Owner of the land described herein and depicted in Exhibit "A" attached hereto (the "Property") has filed an application to amend certain development standards associated with the Property herein described which was previously zoned in Ordinance No. 00-11-14C as a Planned Development District with a Commercial District base zoning in accordance with a Development Agreement dated September 13, 2000 and First Amendment to Development Agreement dated May 28, 2002 (collectively referred to as the "Development Agreements"); and

WHEREAS, the Planning and Zoning Commission of the City of Bee Cave and the City Council of the City of Bee Cave, in compliance with the laws of the State of Texas, with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held two hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Bee Cave is of the opinion and finds that this zoning change should be granted and that Ordinance No. 00-11-14C should be amended as set forth herein; and

WHEREAS, the amendments requested by Applicant for the portion of the Property described in Exhibit "A" are consistent with the City's requirements applicable to planned development districts and are also consistent with the development standards and uses applicable to the portion of the property that is not being amended by this Ordinance;

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

SECTION 1. Findings of Fact. All of the above premises are hereby found to be true and correct legislative and factual findings of the City and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. Amendment. That Ordinance No. 00-11-14C is hereby amended only as to the Property described in Exhibit A, which is attached hereto and incorporated herein. The Development Standards, which is attached hereto as Exhibit “C”, are also only applicable to the Property described in Exhibit “A”. Development Standards contained in Ordinance No. 00-11-14C which are not inconsistent with the Development Standards attached hereto continue to provide Development Standards applicable to the Property described in Exhibit “A”.

SECTION 3. Development. That the Property shall be developed in compliance with this Ordinance and the terms and conditions of the City’s Code of Ordinances, except as amended by the Development Standards attached hereto as Exhibit “C” and as otherwise applicable in Ordinance No. 00-11-14C.

SECTION 5. Amendments to Development Standards. All changes or expansions of uses authorized for the Property require an amendment to this Ordinance and to the Concept Plan. However, any changes in the Development Standards, not associated with a change in use, and that are approved by City Council in subsequent site plan or plat approvals shall not require an amendment to this Ordinance. In such cases, Developer shall provide City with updated and accurate Concept Plans reflecting such changes.

SECTION 6. Severability. That should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjusted or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal, or unconstitutional.

SECTION 7. Proper Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 8. Effective Date. That this Ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council of the City of Bee Cave, Texas, on the ____ day of _____, 2024.

CITY OF BEE CAVE, TEXAS

Kara King, Mayor

ATTEST:

Kaylynn Holloway, City Secretary

[SEAL]

APPROVED AS TO FORM:

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

Exhibit "A"

Property Description

Lot 2A, Block "B" of the Amended Plat for Lots 2 and 3, Block "B" of the Replat of the Home Depot Addition, a Subdivision as recorded in document number 200500246 of the Official Public Records of Travis County, Texas.

DRAFT

Exhibit “C”

DEVELOPMENT STANDARDS

The following amended development standards shall only be applicable to the Property described in Exhibit “A” and are intended to supplement the Development Standards contained in Ordinance No. 00-11-14C. To the extent that any of the following standard’s conflict with other City Ordinances, the following shall control. Except as otherwise described herein, all development activity undertaken on the Property, shall comply with Ordinance 00-11-14C except as modified herein.

Section 2. Uses.

(B) Drive-through restaurants are allowed, ~~so long as they have no outside speakers.~~



City Council Meeting
3/26/2024
Agenda Item Transmittal

Agenda Item: 9.

Agenda Title: Discuss and consider action on a WTCPUA 1080 Waterline Easement

Council Action: Discuss and Consider Action

Department: Planning and Development

Staff Contact: Kevin Sawtelle

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is for Council to discuss and consider granting of Utility Pipeline (waterline) and Temporary Construction Easements on City owned property to the West Travis County Public Utility Agency (PUA).

2. DESCRIPTION/JUSTIFICATION

a) Background

Per the project engineer's summary letter:

The 1080 Transmission Main – Segment ‘B’ is a proposed 24” water line beginning in Bee Cave Parkway, 418 feet east of the intersection of Skaggs Drive and Bee Cave Parkway, extending approximately 9,300 feet west, generally through easements, currently being negotiated with parcel owners. The line will parallel Bee Cave Parkway, then traverse the Morgan Farm Road ROW between Bee Cave Parkway and Highway 71, crossing Highway 71 near White Rock Cemetery. After crossing Highway 71, it will remain parallel while heading west on Highway 71 where it will then parallel Hamilton Pool Road through easements and PUEs along the frontage road, with the exception of crossing Twin Acres Drive, then proceed northwest through easements along property boundaries paralleling and sharing most of the existing 16 inch transmission main 20 foot easement, terminating at the West Bee Cave Pump Station. The transmission main will be owned and operated by the West Travis County Public Utility Agency.

In addition to this scope, a 12" waterline connection will be made to the "1080" line in the vicinity of the intersection of Bee Cave Parkway and RR 620 to provide adequate service to the Pearl multi-family development.

b) Issues and Analysis

Installation of these 24" and 12" water mains will require various easements from the City and other private

property owners. The PUA is requesting waterline and temporary construction easements on the following tracts (see attached easement documents for more detail).

1. Waterline and temporary construction easement on the "Crescent Tract" located at the SE corner of Bee Cave Parkway and RR 620.
2. Waterline and temporary construction easement on the Bee Cave Central Park located at the SW corner of Bee Cave Parkway and RR 620.
3. Temporary construction easement located along the route that borders the north and west boundary of the Skaggs tract to provide additional space and staging areas for construction activities.

The City and PUA attorneys are currently working to finalize the easement language which would make these "non-exclusive" easements. This means the City would have a limited ability to install improvements within the easements such as landscaping and trails and any damage to City facilities installed within the easements would be repaired at the PUA's expense. As the easements are currently worded, they are exclusive which would not allow any activity not directly associated with waterline installation, maintenance, and operation. Attached to this agenda item are the draft agreements which we anticipate will be slightly modified prior to execution.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

City Staff recommend granting the easements to the PUA with the condition that the PUA and the City arrive at agreeable terms on the exclusivity of the agreements.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Parcel 14 WL Easement (SW corner BCP-RR620)	Backup Material
<input type="checkbox"/> Parcel 11 WL Easement (SE corner BCP-RR620)	Backup Material
<input type="checkbox"/> Parcel 21 Temp Constr Esmt (Skaggs)	Backup Material
<input type="checkbox"/> Location Map	Exhibit

UTILITY PIPELINE AND RIGHT-OF-WAY EASEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

DATE: January 11, 2024

GRANTOR: City of Bee Cave Texas

GRANTOR'S ADDRESS: 4000 Galleria Pkwy, Bee Cave, Texas, 78738-6370

GRANTEE: West Travis County Public Utility Agency
(WTCPUA), a publicly owned Water and
Wastewater utility and a political subdivision in the
State of Texas

GRANTEE'S ADDRESS: 13215 Bee Cave Pkwy, Building B, Ste 110
Bee Cave, Travis County, Texas 78738

EASEMENT PROPERTY: A tract of land consisting of 0.0120 acres, more or
less, situated in Travis County, Texas, and described
in the attached **Exhibit A**, which is incorporated in
and made a part of this instrument for all purposes.

GRANTOR, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey to GRANTEE, its successors and assigns, a perpetual, exclusive utility and right-of-way easement upon, within, over, under and across that portion of the Easement Property bounded and described on Exhibit A, attached hereto and incorporated herein (the "Easement.")

The Easement Property may be used by GRANTEE for the purposes of constructing, installing, operating, repairing, maintaining, replacing, inspecting, upgrading and activities related thereto underground water lines and related facilities and equipment, including connections therewith (the "Utility Facilities") upon, over, under and across the Easement Property, together with the right of ingress and egress over, along and across the Easement Property and further including the right to cut and trim trees and shrubbery and to remove obstructions that may encroach on the Easement Property.

GRANTOR may not place, erect or maintain in or on the Easement Property (a) any permanent structures including but not limited to habitable structures such as homes or offices, or barns and sheds (b) any structure of any kind in such proximity to the Facilities as would constitute a violation of the National Electric Safety Code in effect at the time the structure is erected, nor, (c) without GRANTEE's prior written consent, any structure, including, but not limited to drainage, filtration or detention ponds, or make changes in

grade, elevation or contour of the land which would impair GRANTEE's access to its Utility Facilities in or on the Easement Property for the purposes stated above. GRANTOR agrees not to grant a temporary or permanent easement in all or any portion of the Easement Property to any third party without the prior written consent of GRANTEE. All oil, gas and other mineral rights remain with GRANTOR, including but not limited to gas strata, uranium and other fissionable materials in, on and under the Easement Property; provided, however, GRANTOR shall not be permitted to drill or operate equipment for the production of minerals on the Easement Property, but they will be permitted to extract the oil, gas, and other minerals from and under the Easement Property by directional drilling and other means, so long as GRANTEE's use of the Easement Property is not disturbed.

Upon completion of initial construction or any subsequent work of the Utility Facilities in or on the Easement Property, GRANTEE shall repair any material damage to the Easement Property including filling trenches, removing rock, construction spoils and debris, repairing or replacing fencing, and pedestrian path improvements, so as to restore same to substantially the same condition it was in prior to commencement of the work, but GRANTEE shall not be required to replace any trees, shrubbery or obstructions which GRANTEE removed due to interference with its use of the Easement Property

GRANTOR shall be responsible for payment of any ad valorem taxes due on the Easement Property.

TO HAVE AND HOLD the same perpetually unto GRANTEE and to its successors and assigns, together with the right and privilege at any reasonable time or times to enter upon and cross the Easement Property to the extent necessary for the foregoing purposes.

GRANTOR, does hereby covenant and bind itself, its heirs, successors, assigns and legal representatives to warrant and forever defend the title to the Easement Property unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the Easement Property or any part thereof when the claim is by, through, or under GRANTOR, but not otherwise. Such rights and Easement shall be covenants running with the land and shall be binding upon the GRANTOR, its personal representatives, heirs, executors, administrators, successors, and assigns.

Where the context requires, singular terms include the plural.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first above stated.

[Signatures and acknowledgements on following page]

Executed this _____ day of _____, 20__.

Signature of Grantor

Printed name, title

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 20__.

Notary Public, State of Texas

(SPACE RESERVED FOR RECORDING INFORMATION)

AFTER RECORDING RETURN TO:

WTCPUA
13215 Bee Cave Pkwy, Building B, Ste 110
Bee Cave, Travis County, Texas 78738

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION, of a tract or parcel of land containing 0.0120 acre situated in the John Hobson Survey No. 527, Abstract No. 386, Travis County, Texas, being a portion of that 0.766 acre tract conveyed to the City of Bee Cave by deed recorded in Document No. 2006241886 of the Official Public Records of Travis County, Texas, the said 0.0120 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a iron rod, without cap, found on the southerly line of the said 0.766 acre tract, same being the northeast corner of that 0.138 acre tract conveyed to the City of Bee Cave by deed recorded in Document No. 2006241889 of the said Official Public Records, and an angle point on the westerly line of that 0.2646 acre tract conveyed to the Texas Transportation Commission by deed recorded in Document No. 2022164279 of the said Official Public Records, from which a ½" iron rod, without cap, found for the original southeast corner of the aforesaid 0.766 acre tract, being on the westerly right-of-way line of R.M. 620 (R.O.W. varies), bears S85°21'56"E, a chord distance of 26.76 feet;

THENCE, N85°21'56"W, with the common northerly line of said 0.2646 acre tract and southerly line of aforesaid 0.766 acre tract, being along the westerly line of the said 0.2646 acre tract, a distance of 5.97 feet to a calculated point for corner:

THENCE, N19°34'41"W, leaving the northerly line of said 0.138 acre tract, across the said 0.766 acre tract, with the westerly line of the aforesaid 0.2646 acre tract, a distance of 183.38 feet to the calculated southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, leaving the westerly line of the said 0.2646 acre tract, continuing across the aforesaid 0.766 acre tract, for the following two (2) courses:

- 1) N85°04'54"W, along the northerly line of that 0.0652 acre waterline easement as recorded in Document No. 2022126646 of the said Official Public Records, for a distance of 11.32 feet to a calculated point for the southwest corner of the herein described tract;
- 2) N15°18'30"W, leaving the northerly line of the said 0.0652 acre waterline easement, at a distance of 42.68 feet pass the "as used" southerly right-of-way line of Bee Cave Parkway (150' R.O.W.) and continuing for a total distance of 63.07 feet to the calculated northwest corner of the herein described tract, being on the northerly line of the aforesaid 0.766 acre tract, and southerly line of that 0.071 acre tract conveyed to the City of Bee Cave by deed recorded in Document No. 2006241888 of the said Official Public Records, from which the calculated northwest corner of said 0.766 acre tract, being the southwest corner of the 0.071 acre tract, bears S75°06'08"W, a distance of 80.84 feet;

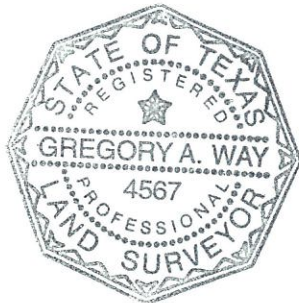
THENCE, N75°06'08"E, across the "as used" right-of-way of Bee Cave Parkway, with the common northerly line of said 0.766 acre tract and southerly line of the said 0.071 acre tract, a distance of 5.63 feet to the calculated northeast corner of the herein described tract, from which the calculated northeast corner of the aforesaid 0.766 acre tract, bears N75°06'08"E, a distance of 37.61 feet;


THENCE, S19°34'41"E, leaving the southerly line of the said 0.071 acre tract and crossing through the aforesaid 0.766 acre tract, a distance of 67.13 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 0.0120 acre of land area.

The Bearings shown hereon are grid bearings base on the Texas State Plane Coordinate System, Central Zone, NAD83, derived by GPS observation.

I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

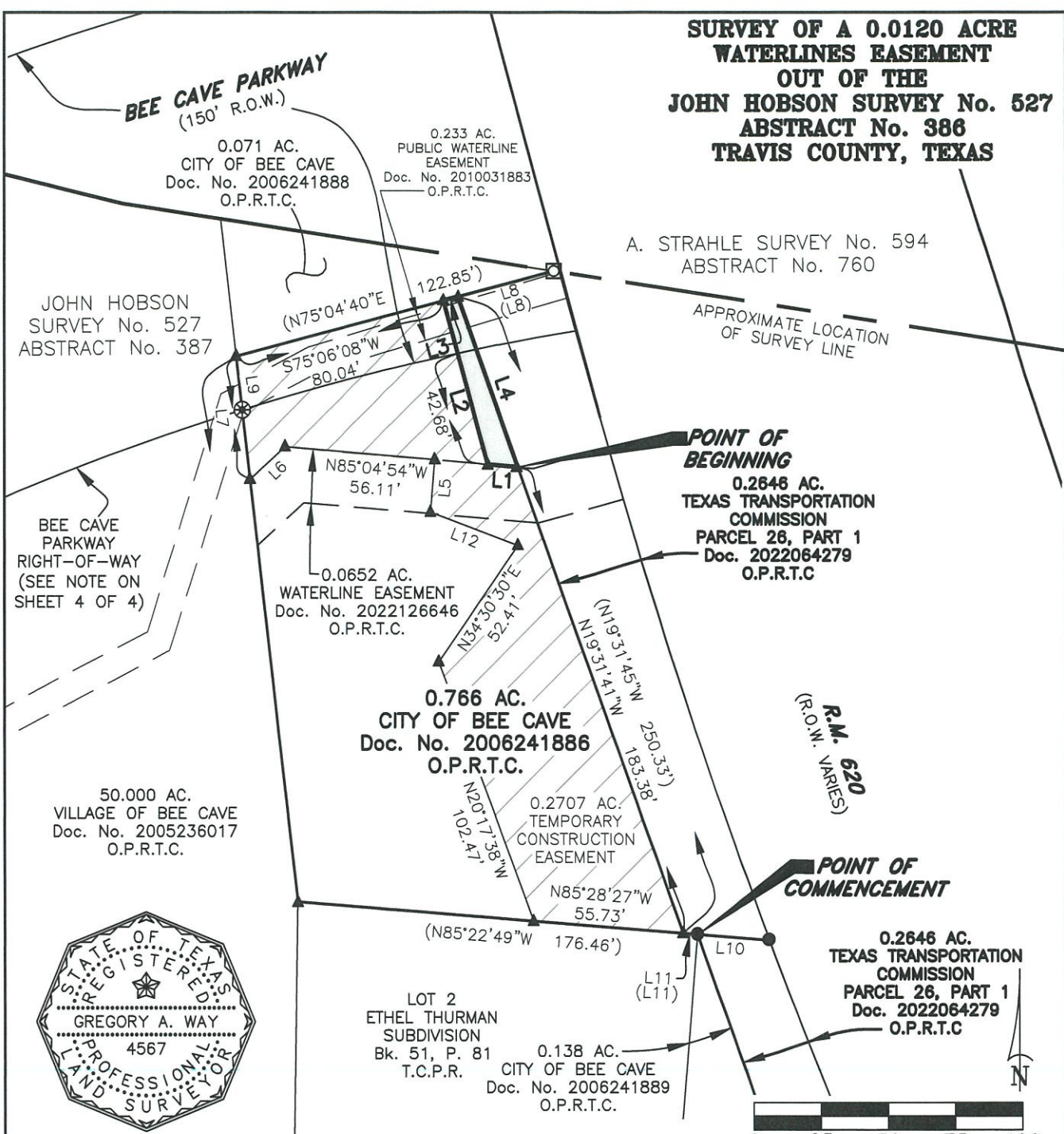
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 13th day of October, 2023.





Gregory A. Way
Registered Professional Land Surveyor
No. 4567 - State of Texas

**SURVEY OF A 0.0120 ACRE
WATERLINES EASEMENT
OUT OF THE
JOHN HOBSON SURVEY No. 527
ABSTRACT No. 386
TRAVIS COUNTY, TEXAS**



- NOTES:
- 1) BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
 - 2) UNLESS OTHERWISE SHOWN, RECORD INFORMATION IS THE SAME AS FOUND.
 - 3) TITLE COMMITMENT, LEGEND, LINE AND CURVE TABLE ON SHEET 4 OF 4.

Dwg. # 18530E50 CRD # 18530 SHEET 3 OF 4

CSCI	CAPITAL
	SURVEYING
	COMPANY
	INCORPORATED
FIRM REGISTRATION No. 101267-0	
925 Capital of Texas Highway South Building B, Suite 115 Austin, Texas 78746 (512) 327-4006	

I, Gregory A. Way, a Registered Professional Land Surveyor do hereby certify that the above map or plat is true and correct to the best of my knowledge and that the property shown hereon was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 13th day of October 2023, A.D.

Gregory A. Way Registered Professional Land Surveyor No. 4567 - State of Texas

**SURVEY OF A 0.0120 ACRE
WATERLINES EASEMENT
OUT OF THE
JOHN HOBSON SURVEY No. 527
ABSTRACT No. 386
TRAVIS COUNTY, TEXAS**

TITLE COMMITMENT NOTE

THIS SURVEY WAS PREPARED USING THE INFORMATION CONTAINED IN THE TITLE COMMITMENT ISSUED BY WESTCOR LAND TITLE INSURANCE COMPANY, GF No. 42630 DATED MARCH 3, 2021. THIS SURVEY SHOWS THE TITLE INFORMATION CONTAINED THEREIN WITH THE FOLLOWING CLARIFICATIONS AND EXCEPTIONS.

- 10a) A utility easement granted to the City of Austin by instrument recorded in Volume 2268, Page 490, of the Deed Records of Travis County, Texas. {Does not affect}
- 10b) Terms, conditions and stipulations contained in that certain Ordinance recorded in/under Document No. 2007170931, of the Official Public Records of Travis County, Texas.
- 10c) A public water line easement granted to The Public by instrument recorded under Document No. 2010031883, of the Official Public Records of Travis County, Texas. {Does not affect}

LINE TABLE		
LINE	BEARING	LENGTH
L1	N85°04'54"W	11.32'
L2	N15°18'30"W	63.07'
L3	N75°06'08"E	5.63'
L4	S19°34'41"E	67.13'
L5	N04°55'06"E	19.51'
L6	S47°36'54"W	17.80'
L7	N06°28'53"W	46.04'
L8	N75°06'08"E	37.61'
(L8)	(N75°04'47"E)	(37.61')
L9	S06°28'53"E	20.15'
L10	S85°21'20"E	26.76'
L11	N85°21'20"W	5.97'
(L11)	(N85°20'09"W)	(6.11')
L12	N69°23'43"W	34.99'

NOTE: THE BEE CAVE PARKWAY RIGHT-OF-WAY WAS CALCULATED USING THE RECORD SURVEY INFORMATION PROVIDED BY BRITAIN AND CRAWFORD LAND SURVEYING. THE 0.071 ACRE PARCEL SHOWN HEREON APPEARS TO HAVE BEEN CREATED BY BRYAN TECHNICAL SERVICES, INC. PRIOR TO FINALIZING THE RIGHT-OF-WAY. NO DEDICATION INFORMATION WAS FOUND FOR THE EXISTING BEE CAVE PARKWAY RIGHT-OF-WAY ACROSS THE CITY OF BEE CAVE PROPERTIES.

LEGEND

O.P.R.T.C.	OFFICIAL PUBLIC RECORDS TRAVIS COUNTY
T.C.P.R.	TRAVIS COUNTY PLAT RECORD
R.O.W.	RIGHT-OF-WAY
()	RECORD INFORMATION
○	1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "CAPITAL SURVEYING CO., INC."
●	1/2" IRON ROD, WITHOUT CAP, FOUND
⊗	TxDOT BRONZE DISK IN CONCRETE FOUND
▲	CALCULATED POINT
— —	BREAK IN SCALE

Dwg. # 18530E50 CRD # 18530 SHEET 4 OF 4

CSCI	CAPITAL SURVEYING COMPANY INCORPORATED
	FIRM REGISTRATION No. 101267-0
925 Capital of Texas Highway South Building B, Suite 115 Austin, Texas 78746 (512) 327-4006	

UTILITY PIPELINE AND RIGHT-OF-WAY EASEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

DATE: January 11, 2024

GRANTOR: City of Bee Cave Texas

GRANTOR'S ADDRESS: 4000 Galleria Pkwy, Bee Cave, Texas, 78738-6370

GRANTEE: West Travis County Public Utility Agency
(WTCPUA), a publicly owned Water and
Wastewater utility and a political subdivision in the
State of Texas

GRANTEE'S ADDRESS: 13215 Bee Cave Pkwy, Building B, Ste 110
Bee Cave, Travis County, Texas 78738

EASEMENT PROPERTY: A tract of land consisting of 0.0258 acres, more or
less, situated in Travis County, Texas, and described
in the attached **Exhibit A**, which is incorporated in
and made a part of this instrument for all purposes.

GRANTOR, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey to GRANTEE, its successors and assigns, a perpetual, exclusive utility and right-of-way easement upon, within, over, under and across that portion of the Easement Property bounded and described on Exhibit A, attached hereto and incorporated herein (the "Easement.")

The Easement Property may be used by GRANTEE for the purposes of constructing, installing, operating, repairing, maintaining, replacing, inspecting, upgrading and activities related thereto underground water lines and related facilities and equipment, including connections therewith (the "Utility Facilities") upon, over, under and across the Easement Property, together with the right of ingress and egress over, along and across the Easement Property and further including the right to cut and trim trees and shrubbery and to remove obstructions that may encroach on the Easement Property.

GRANTOR may not place, erect or maintain in or on the Easement Property (a) any permanent structures including but not limited to habitable structures such as homes or offices, or barns and sheds (b) any structure of any kind in such proximity to the Facilities as would constitute a violation of the National Electric Safety Code in effect at the time the structure is erected, nor, (c) without GRANTEE's prior written consent, any structure, including, but not limited to drainage, filtration or detention ponds, or make changes in

grade, elevation or contour of the land which would impair GRANTEE's access to its Utility Facilities in or on the Easement Property for the purposes stated above. GRANTOR agrees not to grant a temporary or permanent easement in all or any portion of the Easement Property to any third party without the prior written consent of GRANTEE. All oil, gas and other mineral rights remain with GRANTOR, including but not limited to gas strata, uranium and other fissionable materials in, on and under the Easement Property; provided, however, GRANTOR shall not be permitted to drill or operate equipment for the production of minerals on the Easement Property, but they will be permitted to extract the oil, gas, and other minerals from and under the Easement Property by directional drilling and other means, so long as GRANTEE's use of the Easement Property is not disturbed.

Upon completion of initial construction or any subsequent work of the Utility Facilities in or on the Easement Property, GRANTEE shall repair any material damage to the Easement Property including filling trenches, removing rock, construction spoils and debris, repairing or replacing fencing, and pedestrian path improvements, so as to restore same to substantially the same condition it was in prior to commencement of the work, but GRANTEE shall not be required to replace any trees, shrubbery or obstructions which GRANTEE removed due to interference with its use of the Easement Property

GRANTOR shall be responsible for payment of any ad valorem taxes due on the Easement Property.

TO HAVE AND HOLD the same perpetually unto GRANTEE and to its successors and assigns, together with the right and privilege at any reasonable time or times to enter upon and cross the Easement Property to the extent necessary for the foregoing purposes.

GRANTOR, does hereby covenant and bind itself, its heirs, successors, assigns and legal representatives to warrant and forever defend the title to the Easement Property unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the Easement Property or any part thereof when the claim is by, through, or under GRANTOR, but not otherwise. Such rights and Easement shall be covenants running with the land and shall be binding upon the GRANTOR, its personal representatives, heirs, executors, administrators, successors, and assigns.

Where the context requires, singular terms include the plural.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first above stated.

[Signatures and acknowledgements on following page]

Executed this _____ day of _____, 20__.

Signature of Grantor

Printed name, title

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 20__.

Notary Public, State of Texas

(SPACE RESERVED FOR RECORDING INFORMATION)

AFTER RECORDING RETURN TO:

WTCPUA
13215 Bee Cave Pkwy, Building B, Ste 110
Bee Cave, Travis County, Texas 78738

EXHIBIT A

**DESCRIPTION OF THE
EASEMENT AREA**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION, of a tract or parcel of land containing 0.0258 acre situated in the John Hobson Survey No. 527, Abstract No. 386, Travis County, Texas, being a portion of Lot 6, Block B, Amended Final Plat Hill Country Galleria, Lots 1-8 and 10-26, Block A, Lots 1-3 and 5-8, Block B and Lot 1, Block C, a subdivision recorded in Document No. 200700378, Official Public Records of Travis County, Texas, the said 0.0258 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod, with plastic cap marked "Capital Surveying Co. Inc.", found for the common southwest corner of the aforesaid Lot 6, Block B, same being the northwest corner of Lot 1, Bee Cave Commercial Subdivision No. 1, a subdivision recorded in Volume 99, Page 182 of the Plat Records of Travis County, Texas, said corner being on the easterly right-of-way line of State Highway R.M. 620 (right-of-way varies) and the most westerly southwest corner of that 0.3061 acre Possession and Use Agreement conveyed to the Texas Department of Transportation as conveyed in Document No. 2021268822 of the said Official Public Records;

THENCE, S76°55'34"E, with the common southerly line of aforesaid Lot 6 and northerly line of said Lot 1, a distance of 12.93 feet to a ½" iron rod with TxDOT aluminum cap on the easterly line of the aforesaid 0.3081 acre Agreement;

THENCE, N18°29'03"W, leaving the northerly line of said Lot 1, across said Lot 6, with the easterly line of the said 0.3081 acre Agreement, a distance of 19.02 feet to the calculated southwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, continuing across said Lot 6, with the easterly line of aforesaid 0.3081 acre Agreement, for the following two (2) courses:

- 1) N18°29'03"W, a distance of 15.81 feet to an iron rod with TxDOT aluminum cap found for corner:
- 2) N15°19'13"W, a distance of 4.19 feet to an iron rod, with TxDOT aluminum cap found for corner, being the northwest corner of the herein described tract:

THENCE, leaving the easterly line of said 0.3081 acre tract and continuing across aforesaid Lot 6, Block B, for the following three (3) courses:

- 1) N73°35'15"E, a distance of 4.55 feet to a calculated point for corner:
- 2) N29°23'10"E, a distance of 34.86 feet to a calculated point for corner:

- 3) N15°36'50"W, a distance of 0.74 to the calculated northwest corner of the herein described tract, same being on the southerly line of aforesaid 0.3081 acre Agreement, from which a TxDOT brass disc found in concrete on the 0.3081 acre Agreement, bears S76°02'42"W, 3.90 feet;

THENCE, N76°02'42"E, continuing across said Lot 6, being along the southerly line of the aforesaid 0.3081 acre Agreement, a distance of 20.01 feet to the calculated northeast corner of the herein described tract, from which a TxDOT brass disc found in concrete on the 0.3081 acre Agreement, bears N76°02'42"E, 12.01 feet;

THENCE, leaving the southerly line of 0.3081 acre Agreement and continuing across aforesaid Lot 6, for the following three (3) courses:

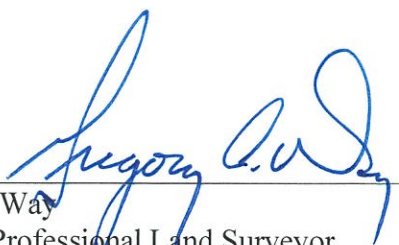
- 1) S15°36'50"E, a distance of 8.45 feet to a calculated point for corner;
- 2) S29°23'10"W, a distance of 51.49 feet to a calculated point for corner;
- 3) S74°23'10"W, a distance of 12.02 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 0.0258 acre of land area.

The Bearings shown hereon are grid bearings base on the Texas State Plane Coordinate System, Central Zone, NAD83, derived by GPS observation.

I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

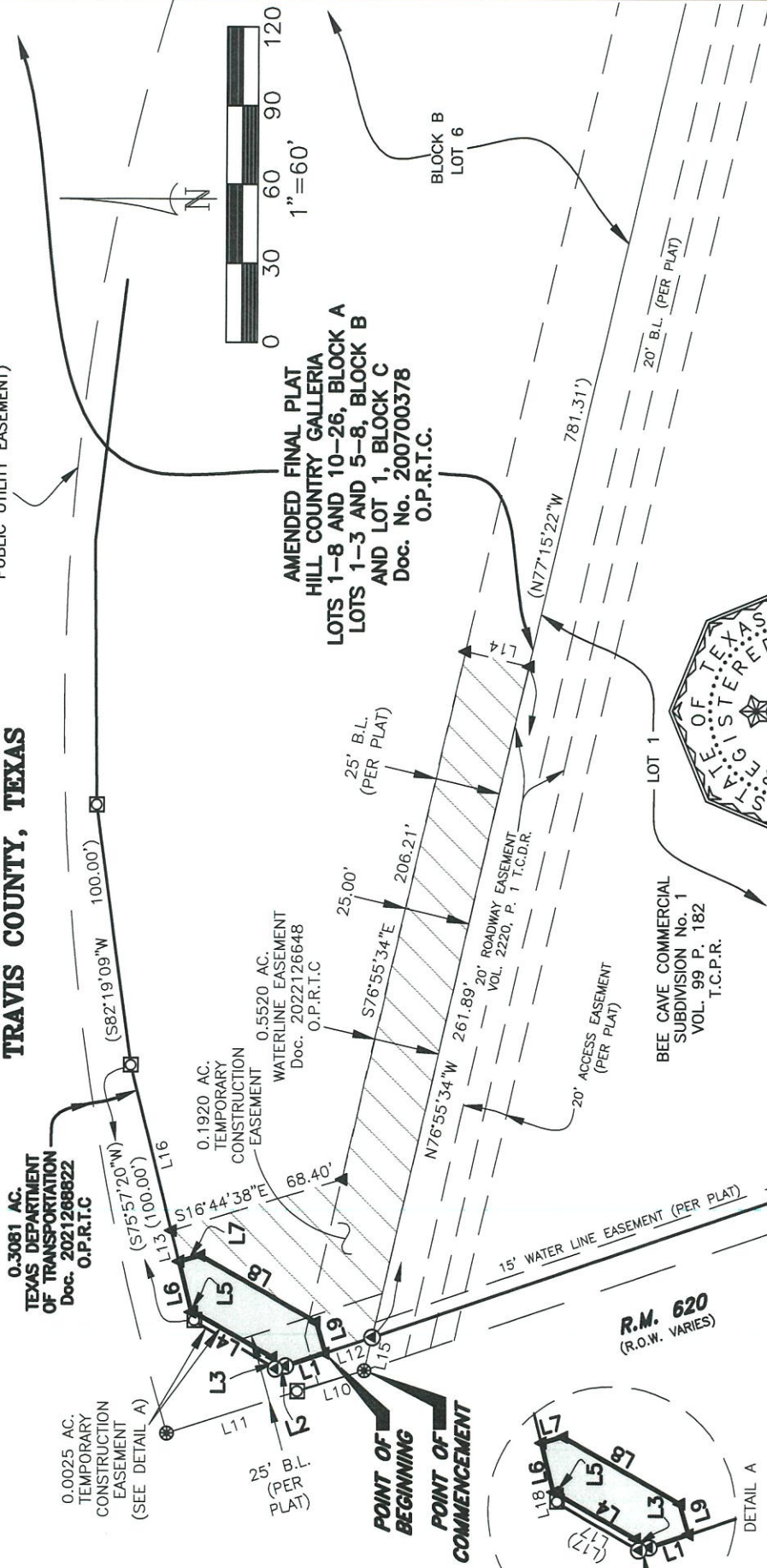
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 13th day of October, 2023.




Gregory A. Way
Registered Professional Land Surveyor
No. 4567 - State of Texas

SURVEY OF A 0.0258 ACRE WATERLINE EASEMENT OUT OF THE

**JOHN HOBSON SURVEY No. 527
ABSTRACT No. 386
TRAVIS COUNTY, TEXAS**



I, Gregory A. Way, a Registered Professional Land Surveyor do hereby certify that the above map or plat is true and correct to the best of my knowledge and that the property shown hereon was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 13th day of October 2023, A.D.

Gregory A. Way
Registered Professional Land Surveyor
No. 4567 - State of Texas

- NOTES:
- 1) BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
 - 2) UNLESS OTHERWISE SHOWN, RECORD INFORMATION IS THE SAME AS FOUND.
 - 3) LEGEND, LINE AND CURVE TABLE ON SHEET 4 OF 4.

Dwg. # 18530E49 CRD # 18530 SHEET 3 OF 4

	CAPITAL
	SURVEYING
	COMPANY
INCORPORATED	
925 Capital of Texas Highway South Building B, Suite 115 Austin, Texas 78746 (512) 327-4006	
FIRM REGISTRATION No. 101267-0	

**SURVEY OF A 0.0258 ACRE
WATERLINE EASEMENT
OUT OF THE**

**JOHN HOBSON, SURVEY No. 527
ABSTRACT No. 386
TRAVIS COUNTY, TEXAS**

LINE TABLE		
LINE	BEARING	LENGTH
L1	N18°29'04"W	15.81'
L2	N15°19'13"W	4.19'
L3	N73°35'15"E	4.55'
L4	N29°23'10"E	34.86'
L5	N15°36'50"W	0.74'
L6	N76°02'42"E	20.01'
L7	S15°36'51"E	8.45'
L8	S29°23'10"W	51.49'
L9	S74°23'10"W	12.02'
L10	N17°13'26"W	26.78'
L11	N17°13'26"W	52.78'
L12	N18°29'03"W	19.02'
L13	N76°02'42"E	12.01'
L14	S13°11'53"W	25.00'
L15	S76°55'34"E	12.93'
L16	N76°02'42"E	68.70'
L17	N29°54'39"E	36.46'
(L17)	(S29°47'18"W)	(36.46')
L18	S76°02'42"W	3.90'

LEGEND

O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY
T.C.D.R. TRAVIS COUNTY DEED RECORD
P.U.E. PUBLIC UTILITY EASEMENT
R.O.W. RIGHT-OF-WAY
B.L. BUILDING SETBACK LINE
() RECORD INFORMATION
⊗ 1/2" IRON ROD WITH PLASTIC CAP MARKED
"CAPITAL SURVEYING COMPANY INC." FOUND
⊙ 1/2" IRON ROD WITH TxDOT ALUMINUM CAP
☒ TxDOT BRASS DISK FOUND IN CONCRETE
▲ CALCULATED POINT

Dwg. # 18530E49 CRD # 18530 SHEET 4 OF 4



**CAPITAL
SURVEYING
COMPANY
INCORPORATED**
925 Capital of Texas Highway South
Building B, Suite 115
Austin, Texas 78746
(512) 327-4008
FIRM REGISTRATION
No. 107287-0

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

**Temporary Construction Easement
West Travis County Public Utility Agency**

Date: October 27, 2023

Grantor: City of Bee Cave, Texas

Grantor's Address: 4000 Galleria Pkwy, Bee Cave, Texas, 78738-6370

Grantee: West Travis County Public Utility Agency (WTCPUA), a publicly owned Water and Wastewater Utility Company and a political subdivision in the State of Texas

Grantee's Address: 13215 Bee Cave Pkwy, Building B, Ste 110, Bee Cave, Travis County, Texas 78738

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Temporary Construction Easement Property: A tract of land consisting of 0.5878 acres more or less, situated in Travis County, Texas, and described in the attached **Exhibit A**, which is incorporated in and made a part of this instrument for all purposes ("Property").

Term: The term of this agreement and easement ("Temporary Construction Easement" or "Easement") shall be from the date of execution by both parties through December 31, 2026. This Temporary Easement automatically terminates on the expiration date and becomes null and void. No written release by WTCPUA is required or necessary.

Grant of Easement: Grantor, for the Consideration, grants, conveys and warrants the temporary construction easement(s) and/or workspace(s) herein conveyed to Grantee, and to Grantee's successors and assigns, the exclusive right, privilege and easement to utilize the Property, for the purpose of temporary work space during the construction of the work as described in the Utility Pipeline and Right-of-Way Easement executed simultaneously with this Temporary Construction Easement, on, under, above, across, within and through properties adjacent to the Property ("Utility Facilities").

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, for the purposes set forth herein. As further consideration for the payment made by Grantee hereunder, Grantor and Grantee further agree with respect to the Easement that:

- (a) **EXHIBIT A** describes the Easement, including any extra temporary construction easement(s) or workspace(s). **EXHIBIT A** is attached hereto and by this reference is made a part hereof for all purposes.
- (b) Deleted.
- (c) Grantor does hereby fully warrant the title to the Easement and will defend the same

against the lawful claims and demands of all persons whomsoever, including, without limitation, tenants on the Property, whether identified herein or not. Grantor shall receive payment hereunder in such proportion as the interest of Grantor bears to the full fee simple title to the Property encumbered by the Easement.

- (d) The rights herein granted are the temporary right, privilege and easement for use and access to the Utility Pipeline and Right-of-Way Easement as work space for movement, storage and staging of personnel, materials, supplies and equipment, and ingress and egress, to construct, install, inspect, and test Grantee's Utility Facilities. However, those portions of the Easement, if any, designated as temporary access road(s) shall be limited solely to ingress and egress for movement of personnel, materials, supplies and equipment for the purposes enumerated herein.
- (e) Grantee shall have the right of ingress to and egress from the Easement by means of adjacent public or private roadways, easements or rights-of-way owned, held or lawfully available to Grantee, including any other property over which Grantee has access rights.
- (f) The rights of Grantee with respect to the Easement shall commence upon Grantee's Notice of Start of Construction (which Grantee will send to Grantor) (the "Notice") commencing with the start of the initial construction of the Utility Facilities, to conduct such activities within the Easement as may be reasonably necessary, in Grantee's judgment, for the installation, laying, construction, inspection and testing of the Utility Facilities to be located within the Utility Pipeline and Right-of-Way Easement, and shall terminate upon the completion of Grantee's construction of the Utility Facilities or the date specified in the Terms paragraph on Page 1 of this Temporary Construction Easement. Any such activities that fall within a drainage way or swale shall be done in conformance with the City's ordinances, including any required permits or inspections, and any state or federal laws relating to environmental protections.
- (f) Grantor retains the right and may continue to use the Easement for any lawful purposes that do not directly interfere with Grantee's rights acquired hereunder; provided, however, that Grantor shall neither create nor maintain any reservoir or water impoundment, construct nor permit to be constructed any building, permanent or temporary structure, fixtures, excavation or other improvement or obstruction, on, over, under, above, across, within or through the Easement (for as long as it shall exist) which would directly interfere with the exercise by Grantee of the rights hereby conveyed and the safe and efficient conduct of Grantee's activities relating to the Utility Facilities. Grantee agrees to provide Grantor, either upon Grantor's request or at Grantee's option, a prior written determination that any particular exercise of the right to use the Easement by Grantor does not directly interfere with the safe and efficient exercise of Grantee's rights, which determination shall not be arbitrarily or unreasonably withheld or conditioned.
- (g) Subject to, and to the extent not inconsistent with, Grantee's rights under this Easement, after construction of the Utility Facilities, Grantee shall, to the extent practicable, relocate or replace with the same, like or better quality and at their

original locations or as near thereto as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, irrigation systems, wells, septic tanks and septic drain fields, trees, landscaping, grasses, shrubbery, crops, improvements and Grantor's other used and useful property items which are compensable according to applicable Texas law, that Grantee damaged or caused to be removed, relocated or replaced from the Easement before or during construction of the Utility Facilities, and Grantee shall plant grass seed on all other land surfaces disturbed by the construction activities.

- (h) Subject to Grantee's rights hereunder and to the extent not inconsistent therewith, Grantee will restore the surface of all disturbed areas within the boundaries of the Easement to original contour and condition, as near as is reasonably practicable, to the extent the damage or disturbance of results from construction of the Utility Facilities. Grantee will also restore the surface of all disturbed areas of any existing or new access roads to its original contour and condition, as near as is reasonably practicable, to the extent utilized by Grantee or its agents and the damage or disturbance to which results from use by Grantee or its agents.
- (i) Grantee may assign its rights acquired under the provisions of this Easement in whole or in part.
- (j) This Easement incorporates and describes all of the grants, undertakings, conditions and consideration of the parties. Grantor, in executing and delivering this Easement, represents that Grantor has not relied upon any promises, inducements or representations of Grantee or its agents or employees, except as are expressly set forth herein.
- (k) Nothing contained herein shall be deemed or construed to be a merger, release, waiver, modification or amendment of any rights Grantee presently owns or holds, as reflected in the official records of the county where the Property is located.
- (l) This Easement may be executed in counterparts, all of which together shall constitute a single document.
- (m) The rights, benefits, burdens and obligations acquired or assumed under the provisions of this Easement shall inure to, benefit, bind and oblige Grantor, Grantee and their respective successors and assigns.

[Signature and acknowledgement on following page]

Executed this _____ day of _____, 20__.

Signature of Grantor

Printed name, title

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20__.

Notary Public-State of Texas

After recording, please return to:

Lloyd Gosselink Rochelle & Townsend, PC
816 Congress Avenue, Suite 1900
Austin, Texas 78701
Attn: Lauren Kalisek

EXHIBIT A

DESCRIPTION OF THE TEMPORARY CONSTRUCTION EASEMENT

Attached to and made a part of that certain TEMPORARY CONSTRUCTION EASEMENT dated _____, 20____, by and between CITY OF BEE CAVE, TEXAS as Grantor, and WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, as Grantee.

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION, of a tract or parcel of land containing 0.4419 acre situated in the I & G.N.R.R. Survey No. 56, Abstract No. 2108, Travis County, Texas, being a portion of that 21.067 acre tract, described as Exhibit A-2, conveyed to City of Bee Cave by deed recorded in Document No. 2016049435 of the Official Public Records of Travis County, Texas; the said 0.4419 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod, with aluminum cap, found on the southerly right-of-way line of Bee Cave Parkway (150' R.O.W.) for the common northwest corner of said 21.067 acre tract and the northeast corner of that 1.36 acre, described as Tract 2, being a Non-exclusive Access Easement conveyed to Taylor Morrison of Texas, Inc. by deed recorded in Document No. 2011095482 of the said Official Public Records, and being also known as a Roadway dedicated to the public (no acceptance information found) by instrument recorded in Volume 4216, Page 2254 of the Deed Records of Travis County, Texas;

THENCE, N77°51'16"E, leaving the easterly line of the said 1.36 acre tract, with the common northerly line of said 21.067 acre tract and southerly right-of-way line of Bee Cave Parkway, a distance of 942.07 feet to the calculated point of curvature of a curve to the right, for the northwest corner of Skaggs Drive (Private Road-60' R.O.W.) as dedicated in HCI Subdivision, a subdivision recorded in Document No. 201300022 of the said Official Public Records, conveyed to Joining J Family Partnership, LP by deed recorded in Document No. 2013019589 of the said Official Public Records, and from which a ½" iron rod, with yellow cap, found, bears N00°40'16"W, 1.27 feet;

THENCE, with the common easterly line of aforesaid 21.067 acre tract and westerly right-of-way line of Skaggs Drive (Lot 2, Block A), with said curve to the right, having a central angle of 79°20'51", a radius of 25.00 feet, a long chord of 31.92 feet (chord bears S63°20'58"E), for an arc distance of 34.62 feet to the calculated southeast corner of the herein described tract, from which a ½" iron rod, with aluminum cap, found, bears a chord distance of S19°33'00"E, 3.60 feet;

THENCE, S77°51'16"W, leaving the westerly right-of-way line of Skaggs Drive, across the said 21.067 acre tract, with a line being 20.00 feet south of and parallel to the north line of the aforesaid 21.067 acre tract, a distance of 970.26 feet to a calculated point on the common westerly line of aforesaid 21.067 acre tract and easterly line of said 1.36 acre tract, for the southwest corner of the herein described tract;

THENCE, N02°43'39"W, with the said common westerly line of aforesaid 21.067 acre tract and easterly line of said 1.36 acre tract, a distance of 20.27 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 0.4419 acre of land area.

The Bearings shown hereon are grid bearings base on the Texas State Plane Coordinate System, Central Zone, NAD83, derived by GPS observation.

I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 20th day of May, 2022.





Gregory A. Way
Registered Professional Land Surveyor
No. 4567 - State of Texas

SURVEY OF A 0.4419 ACRE WATERLINE EASEMENT

**OUT OF THE
I & G.N.R.R. CO. SURVEY No. 56
ABSTRACT No. 2108
TRAVIS COUNTY, TEXAS**

BEE CAVE PARKWAY
(150' R.O.W.)

(N77°46'33"E 942.32')
N77°51'16"E 942.07'

**POINT OF
BEGINNING**

S77°41'47"W 127.93'

L2

L3

0.3328 AC.
TEMPORARY
CONSTRUCTION
EASEMENT

SLOPE EASEMENT #1
0.176 AC.
DOC. NO. 2009036807
O.P.R.T.C.

21.067 AC.
EXHIBIT A-2
(TRACT 2)
CITY OF BEE CAVE
DOC. NO. 2016049435
O.P.R.T.C.

1.36 AC.
TRACT 2
NON-EXCLUSIVE
ACCESS EASEMENT
TAYLOR MORRISON
OF TEXAS, INC.
DOC. NO. 2011095482
O.P.R.T.C.

ROADWAY DEDICATION
TO THE PUBLIC
V. 4216, P. 2254
T.C.D.R.

MORGAN FARM ROAD

SEE SHEET
4 OF 6
MATCHLINE

NOTES:

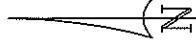
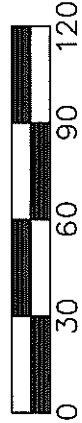
- 1) BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
- 2) UNLESS OTHERWISE SHOWN, RECORD INFORMATION IS THE SAME AS FOUND.
- 3) LEGEND AND LINE TABLE ON SHEET 5 OF 6.
- 4) TITLE COMMITMENT ON SHEET 6 OF 6.

Dwg. # 18530E15 CRD # 18530 SHEET 3 OF 6

CSI

925 Capital of Texas Highway South
Building B, Suite 115
Austin, Texas 78746
(512) 327-4006

**CAPITAL
SURVEYING
COMPANY
INCORPORATED**



Scale: 1" = 60'

0 30 60 90 120

BEE CAVE PARKWAY
(150' R.O.W.)

SLOPE EASEMENT #2
0.109 AC.
DOC. NO. 2009036807
O.P.R.T.C.

21.067 AC.
EXHIBIT A-2
(TRACT 2)
CITY OF BEE CAVE
DOC. NO. 2016049435
O.P.R.T.C.

0.3328 AC.
TEMPORARY
CONSTRUCTION
EASEMENT

JOINING J FAMILY
PARTNERSHIP, LP
DOC. NO. 2013019589
O.P.R.T.C.

HC1 SUBDIVISION
DOC. NO. 201300022
O.P.R.T.C.

LOT 2
BLOCK A

SKAGGS DRIVE
(60' R.O.W.)

25' B.L.
(PER PLAT)

10' P.U.
(PER PLAT)

Dimensions and Bearings:

- N00°40'16"W 1.27'
- (C1)
- C2
- S12°01'25"E 86.43'
- (N12°13'56"W 224.71')
- S77°51'16"W 59.69'
- S12°08'44"W 80.00'
- (N77°46'33"E 942.32')
- 942.07'
- N77°51'16"E
- 912.46'
- S77°51'16"W

MATCHLINE

SEE SHEET 3 OF 6

925 Capital of Texas Highway South
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(512) 327-4006

SURVEY OF A 0.4419 ACRE
WATERLINE EASEMENT
OUT OF THE
I & G.N.R.R. CO. SURVEY No. 56
ABSTRACT No. 2108
TRAVIS COUNTY, TEXAS

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	CH. BEARING
C1	79°20'51"	25.00'	34.62'	31.92'	S63°20'58"E
(C1)	(90°01'31")	(25.00')	(39.28')	(35.36')	(S57°14'24"W)
C2	08°15'04"	25.00'	3.60'	3.60'	S19°33'00"E

LINE TABLE		
LINE	BEARING	LENGTH
L1	S77°51'16"W	970.26'
L2	N02°43'39"W	20.27'
L3	N02°43'39"W	10.13'

LEGEND

- O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY
- T.C.D.R. TRAVIS COUNTY DEED RECORDS
- T.C.P.R. TRAVIS COUNTY PLAT RECORDS
- R.O.W. RIGHT-OF-WAY
- () RECORD INFORMATION
- 1/2" IRON ROD SET WITH PLASTIC CAP
STAMPED "CAPITAL SURVEYING CO., INC."
- 1/2" IRON ROD, WITHOUT CAP, FOUND
- ⊗ 1/2" IRON ROD, WITH YELLOW CAP, FOUND
- ⊙ 1/2" IRON ROD, WITH ALUMINUM CAP, FOUND
- ⊕ FENCE CORNER POST FOUND
- ▲ CALCULATED POINT

Dwg. # 18530E15 CRD # 18530 SHEET 5 OF 6



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 Austin, Texas 78746
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CAPITAL
SURVEYING
COMPANY
INCORPORATED
 FIRM REGISTRATION
 No. 101267-0

**SURVEY OF A 0.4419 ACRE
WATERLINE EASEMENT
OUT OF THE
I & G.N.R.R. CO. SURVEY No. 56
ABSTRACT No. 2108
TRAVIS COUNTY, TEXAS**

TITLE COMMITMENT NOTE

THIS SURVEY WAS PREPARED USING THE INFORMATION CONTAINED IN THE TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, GF No. 42973 DATED MAY 25 2022. THIS SURVEY SHOWS THE TITLE INFORMATION CONTAINED THEREIN WITH THE FOLLOWING CLARIFICATIONS AND EXCEPTIONS.

1. The following restrictive covenants of record itemized below:
As set forth in instrument filed for recorded under Travis County Clerk's File No. 2013019595 amended and restated by 2016049439.
 - 10e) Any portion of subject property that lies within the boundaries of any public or private roadway or used in connection therewith,
 - 10f) Wastewater easements granted to Lower Colorado River Authority by instrument dated May 15, 2002, recorded under Document No. 2002092191, as modified, affected or amended by instruments, recorded under Document Nos. 2012090187 and 2012106239 of the Official Public Records of Travis County, Texas. {Does not affect}
 - 10g) Lateral support (slope) easement granted to the City of Bee Cave. by instrument dated January 29, 2009, recorded under Document No. 2009036807, as modified, affected or amended under Document No. 2009188978 of the Official Public Records of Travis County, Texas. {Affects as shown}
 - 10h) The terms, conditions and stipulations of that certain Offsite Parking Easement Agreement dated January 28, 2013, recorded under Document No. 2013017832, as modified, affected or amended by instruments recorded under Document Nos. 2013019595 and 2015109186 of the Official Public Records of Travis County, Texas. {Does not affect}
 - 10i) The terms, conditions, and stipulations of that certain Stormwater Drainage Facility Easement dated January 28, 2013, recorded under Document No. 2013017833, as modified, affected or amended by instruments recorded under Document Nos. 2013019595 and 20151069760 of the Official Public Records of Travis County, Texas. {Does not affect}
 - 10j) The terms, conditions, and stipulations of that certain Stormwater Detention Facility Easement dated January 28, 2013, recorded under Document No. 2013017834, as modified, affected or amended by instrument recorded under Document No. 2013019595 of the Official Public Records of Travis County, Texas. {Does not affect}
 - 10k) The terms, conditions and stipulations of that certain Joint Access Easement and Driveway Construction Agreement dated January 28, 2013, recorded under Document No. 2013017835, as modified, affected or amended by instrument recorded under Document Nos. 2013019595 of the Official Public Records of Travis County, Texas. {Does not affect}
 - 10l) The terms, conditions and stipulations of that certain Water Quality Facility Construction and Drainage Easement dated January 28, 2013, recorded under Document No. 2013017836, as modified, affected or amended by instrument recorded under Document No. 2013019595 of the Official Public Records of Travis County, Texas. {Does not affect}
 - 10m) Wastewater Easement granted to West Travis Public Utility Agency by instrument dated January 28, 2013, recorded under Document No. 2013017837 of the Official Public Records of Travis County, Texas. {Does not affect}
 - 10p) Stormwater Drainage Easement as granted to Skaggs Family Partnership, a Texas limited partnership, Timothy Paul Skaggs and Brenda Fay Skaggs, as Trustee of the Tim and Brenda Skaggs Revocable Trust dated April 30, 2013, Jacquelyn Lee Troutt, Timothy P. Skaggs and Brenda Skaggs, TCHMALL Sports, L.L.C. and City of Bee Cave by document filed under Travis County Clerk's File No. 2016049440. {Does not affect}

Dwg. # 18530E15 CRD # 18530 SHEET 6 OF 6



925 Capital of Texas Highway South
Building B, Suite 115
Austin, Texas 78746
(512) 327-4006

FIRM REGISTRATION
No. 101267-0

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION, of a tract or parcel of land containing 0.2343 acre situated in the I & G.N.R.R. Survey No. 56, Abstract No. 2108, Travis County, Texas, being a portion of that 21.067 acre tract, described as Exhibit A-2, conveyed to City of Bee Cave by deed recorded in Document No. 2016049435 of the Official Public Records of Travis County, Texas; the said 0.2343 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod, with plastic cap marked "Capital Surveying Co., Inc.", set for the southwest corner of said 21.067 acre tract, being on the northerly line of Lot 1, Resubdivision of Lot 1, H.S.T. subdivision, recorded in Volume 96, Pages 189 and 190 the Plat Records of Travis County, Texas, conveyed to Zalina, LLC by deed recorded in Document No. 2018187550 of the said Official Public Records;

THENCE, N03°57'17"W, leaving the northerly line of said Lot 1, with the westerly line of aforesaid 21.067 acre tract, being the easterly line of an unrecorded public road, a distance of 16.47 feet to the calculated southwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, N03°57'17"W, continuing with the common westerly line of aforesaid 21.067 acre tract and easterly line of an unrecorded public road, a distance of 8.85 feet to a ½" iron rod, without cap, found for the southeast corner that 1.36 acre tract, described as Tract 2, Non-Exclusive Access Easement conveyed Taylor Morrison of Texas, Inc. by deed recorded in Document No. 2011095482 of the said Official Public Records, and being also known as a Roadway dedicated to the public (no acceptance information found) by instrument recorded in Volume 4216, Page 2254 of the Deed Records of Travis County, Texas;

THENCE, N03°11'28"W, with the common westerly line of said 21.067 acre tract and easterly line of said 1.36 acre easement, a distance of 11.18 feet to the calculated northwest corner of the herein described tract, from which a ½" iron rod, with aluminum cap, found for the northwest corner of said 21.067 acre tract, bears N03°11'28"W, 188.57 feet to a calculated point and N02°43'39"W, 719.85 feet;

THENCE, leaving the easterly line of said 1.36 acre tract, across aforesaid 21.067 acre tract, for the following five (5) courses:

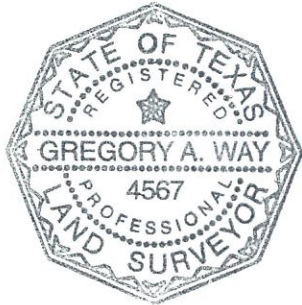
- 1) S90°00'00"E, a distance of 103.94 feet to a calculated point for corner;
- 2) N00°00'00"E, a distance of 50.68 feet to a calculated point for corner;
- 3) S90°00'00"E, a distance of 115.17 feet to the calculated northeast corner of the herein described tract;

- 4) S00°00'00"W, a distance of 70.68 feet to the calculated southeast corner of the herein described tract;
- 5) N90°00'00"W, a distance of 217.88 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 0.2343 acre of land area.

The Bearings shown hereon are grid bearings base on the Texas State Plane Coordinate System, Central Zone, NAD83, derived by GPS observation.

I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 20th day of May, 2022.





Gregory A. Way
Registered Professional Land Surveyor
No. 4567 - State of Texas

SURVEY OF A 0.2343 ACRE TEMPORARY CONSTRUCTION EASEMENT OUT OF THE

**I & G.N.R.R. CO. SURVEY No. 56
ABSTRACT No. 2108
TRAVIS COUNTY, TEXAS**

1.36 AC.
TRACT 2
NON-EXCLUSIVE
ACCESS EASEMENT
TAYLOR MORRISON
OF TEXAS, INC.
DOC. NO. 2011095482
O.P.R.T.C.
ROADWAY DEDICATION
TO THE PUBLIC
V. 4216, P. 2254
O.P.R.T.C.

WHITE ROCK CEMETERY
(BEE CAVE CEMETERY)
V. 575 P. 441
T.C.D.R.



**POINT OF
COMMENCEMENT**

UNRECORDED
PUBLIC ROAD

**POINT OF
BEGINNING**

RESUBDIVISION OF
LOT 1
H.S.T. SUBDIVISION
V. 96 Pgs. 189-190
T.C.P.R.

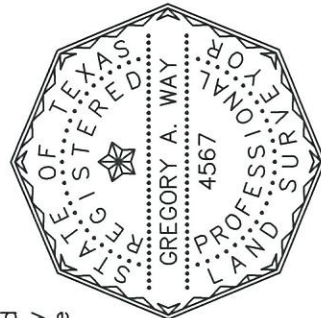
ZALINA LLC
DOC. NO. 2018187550
O.P.R.T.C.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N03°57'17"W	16.47'
L2	N03°57'17"W	8.85'
L3	N03°11'28"W	11.18'

I, Gregory A. Way, a Registered Professional Land Surveyor do hereby certify that the above map or plat is true and correct to the best of my knowledge and that the property shown hereon was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 20th day of May 2022, A.D.

Gregory A. Way
Registered Professional Land Surveyor
No. 4567 - State of Texas



NOTES:

- 1) BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
- 2) UNLESS OTHERWISE SHOWN, RECORD INFORMATION IS THE SAME AS FOUND.
- 3) TITLE COMMITMENT AND LEGEND ON SHEET 4 OF 4.

Dwg. # 18530E15b CRD # 18530 SHEET 3 OF 4



**CAPITAL
SURVEYING
COMPANY
INCORPORATED**
925 Capital of Texas Highway South
Building B, Suite 115
Austin, Texas 78746
(512) 327-4006
FIRM REGISTRATION
No. 101267-O

1.439 AC.
TRACT 1
CITY OF BEE CAVE
DOC. NO. 2016049435
O.P.R.T.C.

21.067 AC.
CITY OF BEE CAVE
DOC. NO. 2016049435
O.P.R.T.C.

0.2343 AC.
TEMPORARY
CONSTRUCTION
EASEMENT

LOT 1

LOT 1

STATE HIGHWAY 71
(R.O.W. VARIES)

10' P.U.E. (PER PLAT)
(S13°34'58"W 176.14')

25' B.L. (PER PLAT)

25' B.L. (PER PLAT)
10' P.U.E. (PER PLAT)

70.68'
(S90°00'00"E 115.17')

50.68'
(N00°00'00"E 103.94')

217.88'
(N90°00'00"W 217.88')

242.79'
(N87°32'07"E 293.13')

293.13'
(S87°29'24"W 293.13')

25' B.L. (PER PLAT)

**SURVEY OF A 0.2343 ACRE
TEMPORARY CONSTRUCTION EASEMENT
OUT OF THE I & G.N.R.R. CO. SURVEY No. 56
ABSTRACT No. 2108
TRAVIS COUNTY, TEXAS
TITLE COMMITMENT NOTE**

THIS SURVEY WAS PREPARED USING THE INFORMATION CONTAINED IN THE TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, GF No. 42973 DATED MAY 25 2022. THIS SURVEY SHOWS THE TITLE INFORMATION CONTAINED THEREIN WITH THE FOLLOWING CLARIFICATIONS AND EXCEPTIONS.

1. The following restrictive covenants of record itemized below:

As set forth in instrument filed for recorded under Travis County Clerk's File No. 2013019595 amended and restated by 2016049439.

- 10e) Any portion of subject property that lies within the boundaries of any public or private roadway or used in connection therewith,
10f) Wastewater easements granted to Lower Colorado River Authority by instrument dated May 15, 2002, recorded under Document No. 2002092191, as modified, affected or amended by instruments, recorded under Document Nos. 2012090187 and 2012106239 of the Official Public Records of Travis County, Texas. {Does not affect}
10g) Lateral support (slope) easement granted to the City of Bee Cave. by instrument dated January 29, 2009, recorded under Document No. 2009036807, as modified, affected or amended under Document No. 2009188978 of the Official Public Records of Travis County, Texas. {Affects as shown}
10h) The terms, conditions and stipulations of that certain Offsite Parking Easement Agreement dated January 28, 2013, recorded under Document No. 2013017832, as modified, affected or amended by instruments recorded under Document Nos. 2013019595 and 2015109186 of the Official Public Records of Travis County, Texas. {Does not affect}
10i) The terms, conditions, and stipulations of that certain Stormwater Drainage Facility Easement dated January 28, 2013, recorded under Document No. 2013017833, as modified, affected or amended by instruments recorded under Document Nos. 2013019595 and 20151069760 of the Official Public Records of Travis County, Texas. {Does not affect}
10j) The terms, conditions, and stipulations of that certain Stormwater Detention Facility Easement dated January 28, 2013, recorded under Document No. 2013017834, as modified, affected or amended by instrument recorded under Document No. 2013019595 of the Official Public Records of Travis County, Texas. {Does not affect}
10k) The terms, conditions and stipulations of that certain Joint Access Easement and Driveway Construction Agreement dated January 28, 2013, recorded under Document No. 2013017835, as modified, affected or amended by instrument recorded under Document Nos. 2013019595 of the Official Public Records of Travis County, Texas. {Does not affect}
10l) The terms, conditions and stipulations of that certain Water Quality Facility Construction and Drainage Easement dated January 28, 2013, recorded under Document No. 2013017836, as modified, affected or amended by instrument recorded under Document No. 2013019595 of the Official Public Records of Travis County, Texas. {Does not affect}
10m) Wastewater Easement granted to West Travis Public Utility Agency by instrument dated January 28, 2013, recorded under Document No. 2013017837 of the Official Public Records of Travis County, Texas. {Does not affect}
10p) Stormwater Drainage Easement as granted to Skaggs Family Partnership, a Texas limited partnership, Timothy Paul Skaggs and Brenda Fay Skaggs, as Trustee of the Tim and Brenda Skaggs Revocable Trust dated April 30, 2013, Jacquelyn Lee Troutt, Timothy P. Skaggs and Brenda Skaggs, TCHMALL Sports, L.L.C. and City of Bee Cave by document filed under Travis County Clerk's File No. 2016049440. {Does not affect}

LEGEND

O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY
T.C.D.R. TRAVIS COUNTY DEED RECORDS
T.C.P.R. TRAVIS COUNTY PLAT RECORDS
R.O.W. RIGHT-OF-WAY
() RECORD INFORMATION
○ 1/2" IRON ROD SET WITH PLASTIC CAP
STAMPED "CAPITAL SURVEYING CO., INC."
● 1/2" IRON ROD, WITH ALUMINUM CAP, FOUND
▲ CALCULATED POINT
— BREAK IN SCALE

Dwg. # 18530E15b CRD # 18530 SHEET 4 OF 4



925 Capital of Texas Highway South
Building B, Suite 1115
Austin, Texas 78746
(512) 327-4006

CAPITAL
SURVEYING
COMPANY
INCORPORATED
FIRM REGISTRATION
No. 101267-0

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

FIELDNOTE DESCRIPTION, of a tract or parcel of land containing 0.0207 acre situated in the I & G.N.R.R. Survey No. 56, Abstract No. 2108, Travis County, Texas, being a portion of that 21.067 acre tract, described as Exhibit A-2, conveyed to City of Bee Cave by deed recorded in Document No. 2016049435 of the Official Public Records of Travis County, Texas; the said 0.0207 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod, with plastic cap marked "Capital Surveying Co., Inc.", found for the southwest corner of said 21.067 acre tract, being on the northerly line of Lot 1, Resubdivision of Lot 1, H.S.T. subdivision, recorded in Volume 96, Pages 189 and 190 of the Plat Records of Travis County, Texas, as conveyed to Zalina, LLC by deed recorded in Document No. 2018187550 of the said Official Public Records;

THENCE, N03°57'17"W, leaving the northerly line of said Lot 1, with the westerly line of aforesaid 21.067 acre tract, being the easterly line of an unrecorded public road, a distance of 25.32 feet to a ½" iron rod, without cap, found for the southeast corner that 1.36 acre Non-Exclusive Access Easement, described as Tract 2, conveyed Taylor Morrison of Texas, Inc. by deed recorded in Document No. 2011095482 of the said Official Public Records, and being also known as a Roadway dedicated to the public (no acceptance information found) by instrument recorded in Volume 4216, Page 2254 of the Deed Records of Travis County, Texas;

THENCE, N03°11'28"W, with the common westerly line of said 21.067 acre tract and easterly line of said 1.36 acre easement, a distance of 88.18 feet to the calculated southwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, N03°11'28"W, continuing with the common westerly line of said 21.067 acre tract and easterly line of said 1.36 acre easement, a distance of 60.00 feet to the calculated northwest corner of the herein described tract, from which a ½" iron rod, with aluminum cap, found for the northwest corner of said 21.067 acre tract, bears N03°11'28"W, a distance of 29.21 feet to a calculated point and N02°43'39"W, a distance of 719.85 feet;

THENCE, leaving the easterly line of said 1.36 acre easement, across the aforesaid 21.067 acre tract, for the following three (3) courses:

- 1) N86°48'32"E, a distance of 15.00 feet to the calculated northeast corner of the herein described tract;
- 2) S03°11'28"E, with a line 15.00 feet east of and parallel to the said western line of the 21.067 acre tract, a distance of 60.00 feet to the calculated southeast corner of the herein described tract;


- 3) S86°48'32"W, a distance of 15.00 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 0.0207 acre of land area.

The Bearings shown hereon are grid bearings base on the Texas State Plane Coordinate System, Central Zone, NAD83, derived by GPS observation.

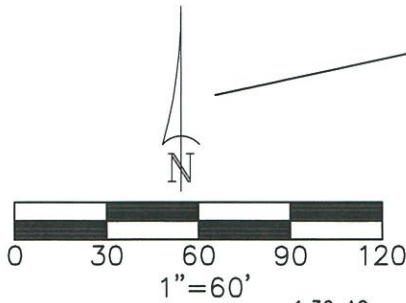
I, Gregory A. Way, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 20th day of May, 2022.




Gregory A. Way
Registered Professional Land Surveyor
No. 4567 - State of Texas

**SURVEY OF A 0.0207 ACRE
TEMPORARY CONSTRUCTION EASEMENT
OUT OF THE
I & G.N.R.R. CO. SURVEY No. 56
ABSTRACT No. 2108
TRAVIS COUNTY, TEXAS**



1.36 AC.
TRACT 2
NON-EXCLUSIVE
ACCESS EASEMENT
TAYLOR MORRISON
OF TEXAS, INC.
DOC. NO. 2011095482
O.P.R.T.C.

WHITE ROCK CEMETERY
(BEE CAVE CEMETERY)
V. 575 P. 441
T.C.D.R.

ROADWAY DEDICATION
TO THE PUBLIC
V. 4216, P. 2254
O.P.R.T.C.

0.0207 AC.
TEMPORARY
CONSTRUCTION
EASEMENT

21.067 AC.
CITY OF BEE CAVE
DOC. NO. 2016049435
O.P.R.T.C.

**POINT OF
BEGINNING**

**POINT OF
COMMENCEMENT**

UNRECORDED
PUBLIC ROAD

25' B.L. (PER PLAT)

LOT 1

N87°32'07"E 242.79'
(S87°29'24"W 293.13')

RESUBDIVISION OF
LOT 1
H.S.T. SUBDIVISION
V. 96 Pgs. 189-190
T.C.P.R.

ZALINA LLC
DOC. NO. 2018187550
O.P.R.T.C.

25' B.L. (PER PLAT)
10' P.U.E. (PER PLAT)

10' P.U.E. (PER PLAT)
(S13°34'58"W 176.14')

STATE HIGHWAY 71
(R.O.W. VARIES)



I, Gregory A. Way, a Registered Professional Land Surveyor do hereby certify that the above map or plat is true and correct to the best of my knowledge and that the property shown hereon was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 20th day of May 2022, A.D.

Gregory A. Way
Registered Professional Land Surveyor
No. 4567 - State of Texas

NOTES:

- 1) BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
- 2) UNLESS OTHERWISE SHOWN, RECORD INFORMATION IS THE SAME AS FOUND.
- 3) LINE TABLE, LEGEND AND TITLE COMMITMENT ON SHEET 4 OF 4.

Dwg. # 18530E15c CRD # 18530

SHEET 3 OF 4

CSCI

925 Capital of Texas Highway South
Building B, Suite 115
Austin, Texas 78746
(512) 327-4006

**CAPITAL
SURVEYING
COMPANY
INCORPORATED**

FIRM REGISTRATION
No. 101267-0

**SURVEY OF A 0.0207 ACRE
TEMPORARY CONSTRUCTION EASEMENT
OUT OF THE I & G.N.R.R. CO. SURVEY No. 56
ABSTRACT No. 2108
TRAVIS COUNTY, TEXAS**

TITLE COMMITMENT NOTE

THIS SURVEY WAS PREPARED USING THE INFORMATION CONTAINED IN THE TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, GF No. 42973 DATED MAY 25 2022. THIS SURVEY SHOWS THE TITLE INFORMATION CONTAINED THEREIN WITH THE FOLLOWING CLARIFICATIONS AND EXCEPTIONS.

1. The following restrictive covenants of record itemized below:
As set forth in instrument filed for recorded under Travis County Clerk's File No. 2013019595 amended and restated by 2016049439.
- 10e) Any portion of subject property that lies within the boundaries of any public or private roadway or used in connection therewith,
- 10f) Wastewater easements granted to Lower Colorado River Authority by instrument dated May 15, 2002, recorded under Document No. 2002092191, as modified, affected or amended by instruments, recorded under Document Nos. 2012090187 and 2012106239 of the Official Public Records of Travis County, Texas. {Does not affect}
- 10g) Lateral support (slope) easement granted to the City of Bee Cave. by instrument dated January 29, 2009, recorded under Document No. 2009036807, as modified, affected or amended under Document No. 2009188978 of the Official Public Records of Travis County, Texas. {Does not affect}
- 10h) The terms, conditions and stipulations of that certain Offsite Parking Easement Agreement dated January 28, 2013, recorded under Document No. 2013017832, as modified, affected or amended by instruments recorded under Document Nos. 2013019595 and 2015109186 of the Official Public Records of Travis County, Texas. {Does not affect}.
- 10i) The terms, conditions, and stipulations of that certain Stormwater Drainage Facility Easement dated January 28, 2013, recorded under Document No. 2013017833, as modified, affected or amended by instruments recorded under Document Nos. 2013019595 and 20151069760 of the Official Public Records of Travis County, Texas. {Does not affect}
- 10j) The terms, conditions, and stipulations of that certain Stormwater Detention Facility Easement dated January 28, 2013, recorded under Document No. 2013017834, as modified, affected or amended by instrument recorded under Document No. 2013019595 of the Official Public Records of Travis County, Texas. {Does not affect}
- 10k) The terms, conditions and stipulations of that certain Joint Access Easement and Driveway Construction Agreement dated January 28, 2013, recorded under Document No. 2013017835, as modified, affected or amended by instrument recorded under Document Nos. 2013019595 of the Official Public Records of Travis County, Texas. {Does not affect}
- 10l) The terms, conditions and stipulations of that certain Water Quality Facility Construction and Drainage Easement dated January 28, 2013, recorded under Document No. 2013017836, as modified, affected or amended by instrument recorded under Document No. 2013019595 of the Official Public Records of Travis County, Texas. {Does not affect}
- 10m) Wastewater Easement granted to West Travis Public Utility Agency by instrument dated January 28, 2013, recorded under Document No. 2013017837 of the Official Public Records of Travis County, Texas. {Does not affect}
- 10p) Stormwater Drainage Easement as granted to Skaggs Family Partnership, a Texas limited partnership, Timothy Paul Skaggs and Brenda Fay Skaggs, as Trustee of the Tim and Brenda Skaggs Revocable Trust dated April 30, 2013, Jacquelyn Lee Troutt, Timothy P. Skaggs and Brenda Skaggs, TCHMALL Sports, L.L.C. and City of Bee Cave by document filed under Travis County Clerk's File No. 2016049440. {Does not affect}

LEGEND

- O.P.R.T.C. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY
T.C.D.R. TRAVIS COUNTY DEED RECORDS
T.C.P.R. TRAVIS COUNTY PLAT RECORDS
R.O.W. RIGHT-OF-WAY
() RECORD INFORMATION
⊗ 1/2" IRON ROD FOUND WITH PLASTIC CAP
MARKED "CAPITAL SURVEYING CO., INC."
⊙ 1/2" IRON ROD, WITH ALUMINUM CAP, FOUND
▲ CALCULATED POINT
— BREAK IN SCALE

LINE TABLE		
LINE	BEARING	LENGTH
L1	N03°57'17"W	25.32'
L2	N86°48'32"E	15.00'
L3	S86°48'32"W	15.00'

Dwg. # 18530E15c CRD # 18530 SHEET 4 OF 4

CSCI	CAPITAL
	SURVEYING
	COMPANY
	INCORPORATED
925 Capital of Texas Highway South Building B, Suite 115 Austin, Texas 78746 (512) 327-4006	
FIRM REGISTRATION No. 101267-0	





City Council Meeting
3/26/2024
Agenda Item Transmittal

Agenda Item: 10.

Agenda Title: Discuss and consider action on approval of a contract for the Ice Rink Service Agreement with Crown Rinks for Bee Cave on Ice 2024-2025 Season

Council Action: Discuss and consider action on approval of a contract for the Ice Rink Service Agreement with IRE Cr

Department: Parks and Recreation

Staff Contact: Lanie Marcotte, Director of Parks and Facilities

1. INTRODUCTION/PURPOSE

The agreement between Crown Events and The City of Bee Cave has been negotiated in the best interest of both parties and prepared for approval by City Council for the Bee Cave on Ice 2024-2025 season.

2. DESCRIPTION/JUSTIFICATION

a) Background

On March 28, 2023 Resolution 2024-03 of the City of Bee Cave, Texas city council declaring the creation of the annual Bee Cave on Ice City event was approved. Bee Cave City Council found that the economic stimulation of the local businesses and community created by the event is a positive impact on the city as a whole. The resolution declared the city manager shall take such necessary steps to fulfill the purpose of this resolution, including but not limited to, negotiating contracts for council approval.

Such contract has been negotiated in the best interest of both parties and prepared for approval by City Council for the Bee Cave on Ice 2024-2025 season.

Total \$316,565.00

b) Issues and Analysis

3. FINANCIAL/BUDGET

Amount Requested	\$316,565.00	Fund/Account No.
Cert. Obligation		GO Funds
Other source		Grant title
Addtl tracking info		

4. TIMELINE CONSIDERATIONS

Execution of Service Agreement March 26, 2024. March 31 = \$48,420.45 August 1 = \$7446.00 Sept. 1 = \$71,734.00

5. RECOMMENDATION

Staff recommends City Council approval of the contract between Crown Events and the City of Bee Cave to be signed by the co-Interim City Manager(s).

ATTACHMENTS:

Description	Type
2023-04 Resolution creating an nual Bee Cave on Ice Program	Cover Memo

RESOLUTION NO. 2023-04

A RESOLUTION OF THE CITY OF BEE CAVE, TEXAS CITY COUNCIL DECLARING THE CREATION OF THE ANNUAL BEE CAVE ON ICE CITY EVENT.

WHEREAS, the Bee Cave City Council strives to provide the highest quality of life for the community through city events; and

WHEREAS, the Bee Cave City Council strives to provide the highest quality of life for the community through city events; and

WHEREAS, in 2022 the Bee Cave City Council created and conducted an ice-skating event, titled Bee Cave on Ice, with the coordinated efforts of local businesses, including hotel participation, and property owners; and

WHEREAS, the ice rink is not a permanent building, but one which must be constructed and deconstructed and therefore is not available year-round; and

WHEREAS, the 2022 the Bee Cave on Ice event was held at an outdoor rink and more than doubled the population of the city for the term of the event; and

WHEREAS, the 2022 the Bee Cave on Ice event brought in 25,000 skaters, and, based on credible information, the city estimated that approximately 75,000 people came into the city throughout the event. Such a surge in the local population resulted in tangible and intangible economic benefits for the City and local businesses; and

WHEREAS, the primary hotel located within the City, the Sonesta Hotel, is located two blocks from the event location. It hosted "Stay and Skate" packages, which allowed their guests discounted rates on ice skating if they were overnight hotel guests thereby increasing their usage significantly within the City; and

WHEREAS, based in part on the 2022 the Bee Cave on Ice attendance numbers, the City Council of the City of Bee Cave finds the majority of participants are tourists who substantially increase economic activity at hotels in or near the City; and

WHEREAS, the 2022 the Bee Cave on Ice event also brought in a net revenue for the City directly from the participants in the event; and

WHEREAS, the 2022 the Bee Cave on Ice event is found to also promote the arts by encouraging people to learn about the artforms as well as the sport and recreational aspects of ice

skating and by providing performances of different types by and through the use of ice skating; and

WHEREAS, the Bee Cave City Council finds that the economic stimulation of the local businesses and community created by the event is a positive impact on the city as a whole, promotes the City's governmental purposes associated with economic growth, and helps stimulate economic stability within the City; and

WHEREAS, the City Council of Bee Cave finds that expenditures relating to the event can directly promote tourism and the hotel industry; and

WHEREAS, the success of the Bee Cave on Ice event is attributed to the dedication and hard work of City staff and officials, the coordinated efforts of the local businesses and property owners, and the event operators; and

WHEREAS, the Bee Cave City Council finds that the success of the event can be duplicated and improved if the event occurs regularly and develops further notoriety; and

WHEREAS, the Bee Cave City Council finds that it is in the best interest of the City and its citizens make the event an annual city event, to develop and improve the event's notoriety and economic impact on the community; and

WHEREAS, the City Council of the City of Bee Cave, by this resolution, creates the annual Bee Cave on Ice event along with authority and direction to the City Manager for implementation; and

WHEREAS, the City Council of the City of Bee Cave also adopts, by this resolution, the policies and general rules for the event.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS THAT THE ANNUAL BEE CAVE ON ICE EVENT IS HEREBY CREATED WITH THE FOLLOWING PARAMETERS, AUTHORITY, DIRECTION, AND RESTRICTIONS:

I. ANNUAL EVENT

- a. The event created by this resolution shall be known as the annual "Bee Cave on Ice" event.
- b. The event shall encourage the recreational activity of ice skating. The event should include holiday themes and provide families and friends with a fun holiday experience.
- c. The event shall also encourage and incorporate the use of the Public Library, given the location of the City property where the rink is to be constructed.

- d. The event shall be designed to encourage not only participation, but economic stimulation of the local businesses.
- e. The event shall provide encouragement, and promote the improvement, and application of the arts, specifically different forms of ice skating, including but not limited to expressive dance on ice, plays/theater on ice, and artistic expression. Further, the event shall provide for arts at the event location (but not necessarily within the ice rink) including but not limited to painting, drawing, and photography.
- f. The event shall be held each calendar year. The city manager shall utilize his/her best efforts to have the event scheduled for a minimum of six weeks during the months of November, December, and potentially January.
- g. The event shall include an open-air ice-skating rink and activities designed to encourage skating.
- h. The event shall feature live music, figure skaters (amateur and/or professional), activities for children, celebrities (if feasible) and other recreational activities for participants to enjoy. The event may also include such other activities deemed appropriate by the city manager to promote the purposes of this event.
- i. The event shall require the payment of a reasonable fee to utilize the rink and any adjoining facilities, which shall be set by the city manager. Such reasonable fees shall be reduced to writing and posted at the event and on the internet. The City Council may change such fees at any time.
- j. Reservations shall be permitted subject to the reasonable rules and policies set by the city manager.
- k. The event may utilize sponsors, contributors, donors, or in-kind services to improve the event. Such sponsors, contributors, donors, or in-kind services provides shall only be utilized in a manner consistent with the city manager's rules and policies.
- l. While the event is a city created and sponsored event, the city manager shall coordinate different aspects of the event to be delegated or controlled through contractual obligations to businesses, the Bee Cave Economic Development Board, and localized stakeholders.

II. CITY MANAGER AUTHORITY

- a. In implementing the purpose of this resolution and the event, the city manager is authorized to adopt and implement reasonable rules and policies for the effective, safe, efficient, and successful operation of the event. Such rules and policies shall be consistent with this resolution and with all city codes.
- b. The city manager shall utilize available funding attributed for the event to hold the event, pay for management and operation of the event, advertising for the event, and teardown/cleanup of the event.

- c. The city manager shall take such necessary steps to fulfill the purpose of this resolution, including but not limited to, negotiating contracts for council approval, reserving locations, entering into contracts with vendors who are needed to provide services to the event (within the city manager's delegated funding authority), authorizing such advertising deemed appropriate by the city manager, and coordinating with local businesses, property owners, sponsors, and participants for the efficient operation of the event.
- d. The city manager shall ensure all federal, state, city ordinances and regulations are followed by attendees, participants, sponsors, vendors, operators, and city employees and officials. The city manager is authorized to take such enforcement methods deemed necessary to provide such assurance.

III. FUNDING

- a. The City Council hereby creates the "Bee Cave on Ice" dedicated fund, which is to be properly recorded in the financial records of the City by the director of finance. Such fund may be abbreviated as the BCOI Fund.
- b. The BCOI Fund shall be used for the exclusive use of the Annual Bee Cave on Ice event.
- c. The fund shall be the primary fund the city manager shall utilize to pay for city costs associated with the event.
- d. The City Council may, from time to time, allocate funds to be placed in the dedicated BCOI Fund. The City Council may remove funds from the BCOI Fund at any time. Such removal eliminates the restrictions placed upon the removed funds.
- e. Such BCOI Fund may include sub-funds or sub-designations, pursuant to standard principles of accounting and bookkeeping, to differentiate between different sources of funds and different types of revenues and expenditures.
- f. Such BCOI Fund shall be a continuous fund, with the intent being the fund becomes self-sustaining over time.

IV. EVENT RULES AND REGULATION

- a. The City Council may adopt rules, criteria, or other regulations relating to this event in the future.
- b. Any rules, criteria or other regulations adopted by the Council shall be by resolution and shall be made available to the public and participants of the event.

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 S. Henry, *City Attorney*



***City Council Meeting
3/26/2024
Agenda Item Transmittal***

Agenda Item: 11.

Agenda Title: Discuss and consider action on a contract with OJB for Landscape Architecture Design services for Bee Cave Central Park and authorize Mayor to execute.

Council Action: Consideration & Approval

Department: Administration

Staff Contact: Chelsea Maldonado//Brian Jorgensen T&T Heery

1. INTRODUCTION/PURPOSE

Discuss and consider action on a contract with OJB for Landscape Architecture Design services for Bee Cave Central Park and authorize Mayor to execute.

2. DESCRIPTION/JUSTIFICATION

a) Background

Staff has engaged in a collaboration effort to develop a Central Park Master Plan that has detailed how the park is currently used and seeks to respond to current park needs now and in the future. The Central Park Master Plan also addresses implementation of the master plan, which requires continued development of the design concepts developed in the Central Park Master Plan. OJB, as the Principal Landscape Architect for the project will analyze the contents of the master plan and expound upon it's programs. Outcomes of this initial phase of the design process would include refined renderings of the park as a whole, as well as specific park use areas. Moreover, the design team will form budget estimates for the construction of the park as well as form operations and maintenance projections for the life of the park beyond its construction and completion.

b) Issues and Analysis

The attached agreement contemplates a conceptual level of design that will produce the drawings and renderings necessary for public interest and potential capital funding efforts. Upon completion of this conceptual design phase, City of Bee Cave staff (with consultation by TTH) will negotiate the contract and associated fee by OJB for the remainder of design through the construction phase.

3. FINANCIAL/BUDGET

Amount Requested

Fund/Account No.

Cert. Obligation
Other source
Addtl tracking info

GO Funds
Grant title

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Approval & Signature

ATTACHMENTS:

Description	Type
<input type="checkbox"/> OJB CONCEPTUAL PHASE FEE PROPOSAL V3	Backup Material



Mayor of Bee Cave
Kara King
kking@beecavetexas.gov
City of Bee Cave
4000 Galleria Parkway
Bee Cave, Texas 78738

Proposal for Landscape Architecture Consulting Services
Bee Cave Park, City of Bee Cave, Texas

Dear Kara,

Thank you for the opportunity to propose landscape architectural services for your Bee Cave Park Project in The City of Bee Cave, Texas. We are excited to begin work on this important project with The City of Bee Cave and Turner & Townsend Heery. This is such an exciting opportunity to build upon the Master Plan as we work towards realizing the next phase of the park.

Our office subscribes to the notion that landscape can create memorable sensory experiences. We are extremely interested in creating parks and open spaces that inspire and restore. We also believe that landscape and architecture must work closely to achieve the vision of the client and design team.

Provided that you find our proposal acceptable, this letter, once executed by both parties, along with the Scope & Fee Proposal, attached as Exhibit A, the Limit of Work, attached as Exhibit B, and the Standard Terms & Conditions, attached as Exhibit C, shall be the Agreement entered into by and between City of Bee Cave "Client" and The Office of James Burnett, Inc. (dba OJB Landscape Architecture) ("OBJ" or "Landscape Architect"), effective as of March 22nd, 2024. In the event that this Agreement is not fully executed by the parties, it shall nonetheless be effective and binding on Client and OJB provided that Client has received a copy of this Agreement and OJB has commenced performing Services under this Agreement.

Approved and accepted by:

LANDSCAPE ARCHITECT
THE OFFICE OF JAMES BURNETT, INC.
dba OJB LANDSCAPE ARCHITECTURE

CLIENT
CITY OF BEE CAVE

Name	Jereck Boss, FASLA
Title	Partner
Date	22 March 2024

Name	
Title	
Date	

Houston
TEXAS

Boston
MASSACHUSETTS

San Diego
CALIFORNIA

Philadelphia
PENNSYLVANIA

Dallas
TEXAS

Denver
COLORADO

2850 Clinton Drive
Suite 302
Houston, TX 77020
713.529.9919

This Agreement incorporates the following Exhibits:

- Exhibit A – Scope and Fee Proposal
- Exhibit B – Limit of Work Diagram
- Exhibit C – Standard Terms & Conditions

EXHIBIT A

Scope and fee proposal for landscape architecture consulting services

The Office of James Burnett, Inc. dba OJB Landscape Architecture ("Landscape Architect" or "OJB") is pleased to submit this Proposal for Landscape Architecture consulting services for:

A. BEE CAVE PARK

The existing Bee Cave Park is located in the City of Bee Cave, Texas. The existing park includes several existing amenities including roadways and parking, several existing park structures, walking paths and trails, play and activity areas, a dog park, and natural features on approximately 60-65 acres +/- . This scope of work will build upon the recently adopted Central Park Master Plan. The Scope of Work is outlined in Exhibit B.

1.1 The project budget is as follows:

- a. Total project budget: To be determined in the Concept Design Phase.

1.2 The project's phasing is as follows:

- a. The project's permitting and construction strategy is unknown.

1.3 Elements of the project include:

- a. The key elements outlined in the adopted Central Park Master Plan will be included in the Concept Plan.
- b. OJB is attaching two exhibits (Exhibit D + Exhibit E) to the contract. Exhibit D indicates that the Master Plan Drawing is the starting point. Exhibit E indicates OJB's Master Plan Interpretation for Concept Kick-Off. We do not intend to rehash the Master Plan, but enhance and build upon the plan to fill in the gaps and bring the space to life.

1.4 The scope of this proposal excludes in the Concept Design:

- a. Design and documentation of open spaces over structure
- b. Irrigation design
- c. Waterproofing design
- d. Grading documentation
- e. Subsurface drainage design
- f. Structural Engineering of site elements
- g. Mechanical, Electrical or Plumbing Engineering of site elements
- h. Geotechnical Engineering
- i. Environmental Engineering
- j. Traffic Engineering & Signalization
- k. Hazardous Material Abatement
- l. Lighting photometric studies
- m. Environmental graphics or signage design
- n. Professional photography or videography
- o. Site surveying
- p. Tree Survey or Health Assessment
- q. Professional renderings or animations – by a rendering house consultant
- r. Detailed wind studies or analysis
- s. Design and documentation of interior landscape areas
- t. Sustainability certifications, including LEED, SITES, WELL, Living Building Challenge or Envision
- u. Revit/BIM modeling and documentation
- v. Entitlements

B. PROJECT TEAM

1.1 Client: City of Bee Cave with Owner Development Representative, Turner & Townsend Heery

1.2 Owner: City of Bee Cave

1.3 The Prime Consultant (OJB) shall engage the following consultants:

- a. Architect Klayton Korte
- b. Cost Estimator: Cummings Group
Future Consultants (To Be Added after Concept Design if required)
- c. Geotechnical Engineer: TBD
- d. Civil Engineer: TBD or City of Bee Cave direct
- e. Surveyor: TBD or City of Bee Cave direct
- f. Structural Engineer: TBD
- g. MEP Engineer: TBD
- h. Lighting Designer: TBD
- i. Code Consultant and or Accessibility Specialist: TBD
- j. Signage and Wayfinding Consultant: TBD
- k. Water Feature/Pool Engineer: TBD

1.4 Landscape Architect: OJB Landscape Architecture

1.5 The Landscape Architect shall engage the following consultants:

- a. Architect – Clayton Korte
- b. Cost Estimator – Cummings Group (if selected)

C. SCOPE OF LANDSCAPE ARCHITECT'S BASIC SERVICES

1. BASIC SERVICES

- a. The Landscape Architect's Basic Services consist of those described in herein and include specific consultant services as outlined in "B. Project Team". Services not set forth herein and consultants not identified in "B. Project Team" are Additional Services.
- b. The Landscape Architect shall coordinate its services with those services provided by the Client and the Client's consultants. The Landscape Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client and the Client's consultants. The Landscape Architect shall provide prompt written notice to the Client if the Landscape Architect becomes aware of any error, omission or inconsistency in such services or information.
- c. As soon as is practical after the date of this Agreement, the Landscape Architect shall submit for the Client's approval a schedule for the performance of the Landscape Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for the Substantial Completion of the Work. The schedule shall include allowances for periods of time required for Client's review, for the performance of the Client's consultants, and for the approval of submissions by authorities having jurisdiction over the project. Once approved by the Client, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Landscape Architect or Client. With the Client's approval, Landscape Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.
- d. The Landscape Architect shall not be responsible for a Client's directive or substitution made without the Landscape Architect's approval.

- e. The Landscape Architect shall, at appropriate times, contact the governmental Authorities Having Jurisdiction (AHJ) required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Landscape Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.
- f. The Prime Consultant shall be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the project. Refer to "Permitting", for specific scope of services provided. Cost of permitting submittals are the responsibility of the Client.
- g. The Landscape Architect will coordinate with Consultant Team BIM model if applicable. Project documents shall be provided to Client in AutoCAD.

D. LANDSCAPE ARCHITECTURE

1. CONCEPT DESIGN

1.1 Scope

- a. Based on information provided by the client, the Landscape Architect shall review and inventory existing site conditions, including:
 - i. Site Assets: immediate adjacencies, view corridors, trees & vegetation, topography, viewsheds, pedestrian and vehicular circulation, utility infrastructure, adjacent site amenities, and other key project criteria
 - ii. Environmental Conditions: ecoregion, reference soil types, and environmental justice indices.
 - iii. Climate Change Projections: vegetation migration, change in heat index, change in available rainwater, and flood levels, including sea level rise, if applicable.
- b. With the client's input on the project's aspirations, the Landscape Architect shall clarify the guiding principles, project goals and key strategies that guide the open space development.
- c. The Landscape Architect shall prepare benchmark studies identifying metrics from other projects with similar scale, identity, purpose and design.
- d. Based on the requirements of the Project agreed upon with the Client, the Landscape Architect shall prepare and present for the Client's approval up to (2)-two conceptual alternates for the project design.
- e. Based on the Clients' feedback on the conceptual alternates, the Landscape Architect shall prepare a Concept Plan for the Client's approval. The Concept Plan documents shall consist of a site plan and may include some combination of study models, perspective sketches or digital modeling.
- f. The Landscape Architect shall submit the Concept Plan deliverables to the Prime Consultant and request the Client's approval.
- g. The Landscape Architect will review and comment on the Opinion of Probable Cost of the Work prepared by the Cumming Group (if selected) Cost Estimator or Construction Manager as retained by the owner.
- h. The Landscape Architect shall coordinate the Concept Design phase efforts of consultants engaged as part of this agreement.

1.2 Duration

- a. 12-weeks

1.3 Deliverables

- a. Kick-Off Meeting #1
 - 1. Site Visit
 - 2. Identify Key Stake Holders
 - 3. Park Trends
 - 4. Case Studies (Comparable, Park Models)
 - 5. Vision and Goals

- b. Concept Meeting #2
 - 1. Bee Cave Park Vision and Goals
 - 2. Stakeholder Engagement
 - 3. Master Plan Validation and Priorities
 - 4. Existing Conditions Site Analysis (Landscape and Architecture)
 - 5. Adjacency Diagrams
- c. Concept Meeting #3
 - 1. Initial Master Plan Diagrams (2-3)
 - 2. Park Activations and Management Models
 - 3. Conceptual Imagery (Character Imagery)
- d. Concept Meeting #4
 - 1. Initial Design Concepts Illustrative Plans
 - 2. Initial Renderings
 - 3. Stakeholder Feedback
 - 4. Park Phasing
- e. Final Concept Meeting #5
 - 1. Preferred Concept – Illustrative Plan
 - 2. Phasing Plan
 - 3. Renderings
 - 4. Management Models, Activation Opportunities
 - 5. Preliminary Operating Budgets
 - 6. Preliminary Costing

1.4 Meetings

- a. It is anticipated that all in-person project meetings during this phase will be conducted in City of Bee Cave or Remote
- b. One (1) visit to the project site for one (2) staff person for a half (1/2) day.
- c. Five (5) in-person client meetings
- d. Three (3) remote client meetings
- e. Three (3) team coordination meetings

1.5 Concept Pricing

- a. Initial Conceptual Pricing (Mid-way through Concept) This effort will assist in gauging where the design stands against the budget to see if project phases will need to be developed.
- b. Ninety percent (90%) Concept Pricing – A second, more detailed estimating effort would then take place at about the 90% design stage.
- c. Final Conceptual Pricing – This effort will adjust and finalize the pricing to capture any minor adjustments and comments from the 90% Pricing effort.

E. COMPENSATION & PAYMENTS

1. COMPENSATION FOR THE SERVICES

PHASE	OJB FEE
Concept Design	\$95,000
Fee Subtotal	\$95,000
Estimated Reimbursable Expenses	\$ As incurred
Architect	\$32,000
Cost Estimation	\$21,000
Proposal Total	\$148,000

2. ADDITIONAL SERVICES

Services beyond Landscape Architect's Basic Services may be provided if confirmed in writing. Additional services may include but are not limited to:

- a. Extension to the project schedule
- b. Additional deliverables beyond what is defined in the Scope
- c. Owner initiated revisions and changes to approved drawings.
- d. Modifications of drawings and specifications to reflect a changed project budget when that budget varies more than 10 percent between the time of approval of the schematic design estimate of probable construction costs and the time of award of a construction contract. The preparation of alternates after the completion of design development documents. Owner directed deductive change orders requested by client after completion of construction documents.
- e. Changes to the project's documentation or construction phasing.
- f. Services related to any work damaged during construction.
- g. Services required as a result of the default or insolvency of contractor.
- h. Providing prolonged construction observation should the construction time be substantially extended through no fault of OJB.
- i. Providing public presentations and political processing for governmental approvals.
- j. Providing master plan codes, covenants and regulations controlling all future work.
- k. Presentation models, drawings, animations and professional renderings not expressly provided for in this Proposal.
- l. Additional Subconsultants required by the project and approved by the Client.

3. HOURLY RATES

The Hourly Labor Billing Rates listed below are effective through December 31, 2024, and may be adjusted annually thereafter to compensate for any increases in OJB's labor rates.

President	\$385
Partner	\$300
Principal – Public Realm Strategies	\$285
Principal	\$265
Director	\$240
Associate Director	\$225
Senior Associate / Studio Leader	\$210
Associate / BIM Manager	\$195
Project Designer	\$185
Designer	\$170
Architectural Assistant / Intern	\$135
Clerical	\$90

4. PAYMENTS

Invoices are payable net 30 days from the date of invoice, pursuant to Paragraph 1 of OJB's Standard Terms & Conditions, attached as Exhibit C to the Agreement.

Remit payments to:

The Office of James Burnett, Inc.
2850 Clinton Drive, Suite 302
Houston, TX 77020

5. REIMBURSABLE EXPENSES

- a. Reimbursable Expenses are inclusive of the project fees.

EXHIBIT B

Limit of Work Diagram (Scope in red)

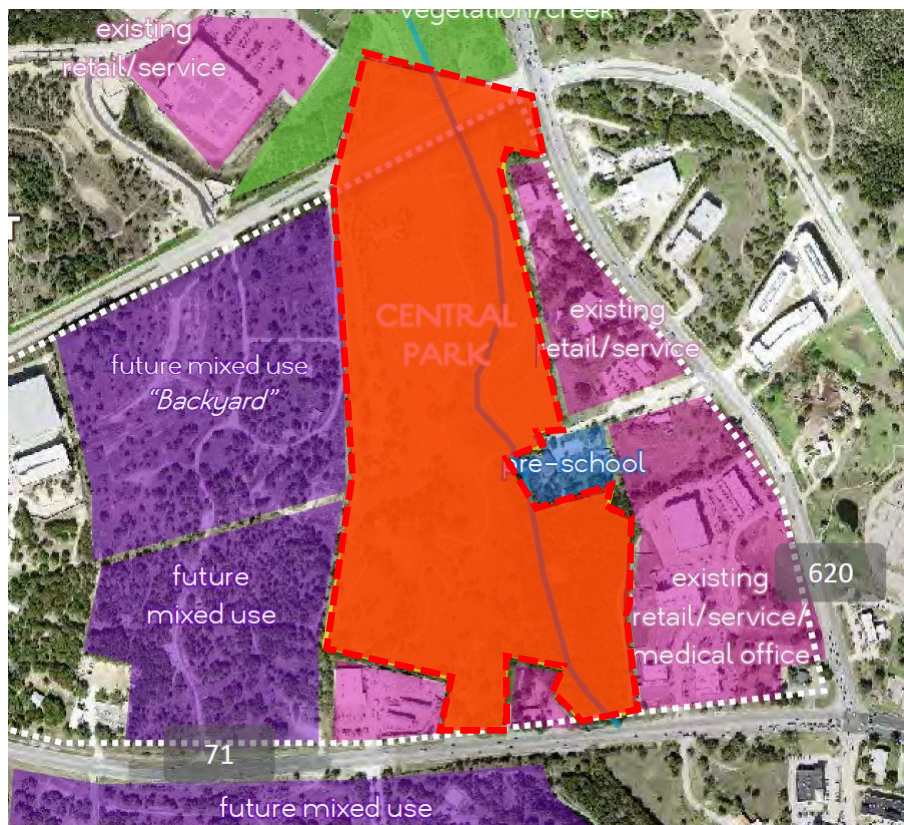


EXHIBIT C

The Office of James Burnett, Inc. Standard Terms and Conditions

The following Terms and Conditions are hereby incorporated by reference in the letter, proposal, or agreement (collectively, the "Agreement") to which they are attached. As used herein, the term "Client" refers to the individuals or entities described as such in the Agreement. As used herein the term "OBJ" refers to The Office of James Burnett, Inc. The scope of services and compensation of OBJ are set forth in Exhibit A to the Agreement.

1. **PAYMENTS** are due within 30 days of receipt of invoices. Invoices unpaid after 30 days shall bear interest at two points per annum above the prime rate as established by OBJ's bank, and OBJ shall be entitled to reimbursement of all collection costs, including legal fees. OBJ shall also be entitled to suspend services if payment is overdue. OBJ's compensation as described in Exhibit A to the Agreement shall be equitably adjusted if OBJ's services are suspended, delayed, extended, or otherwise materially changed due to causes outside of OBJ's control. If Client reasonably disputes any portion of an invoice, Client must pay undisputed portion of the invoice in accordance with the terms and conditions herein and submit a written claim to OBJ for the disputed amount. All claims disputing an invoice must be submitted to OBJ within three (3) months of invoice date. Client waives the right to dispute any charges not disputed within the timeframe set forth above. In the event that the dispute is resolved against Client in accordance with the procedures hereunder, Client shall pay such amounts plus interest at the rate of two points per annum above the prime rate as established by OBJ's bank. Client shall not withhold amounts from OBJ's compensation on account of allegedly negligent acts, errors or omissions but shall instead pursue any such claim as set forth in Section 6 (Dispute Resolution).

2. **ADDITIONAL SERVICES.** The Client shall pay OBJ at hourly rates of its own personnel set forth in Exhibit A to the Agreement, and the amount billed to OBJ by its engineers and other consultants, for services performed at the Client's request (subject to OBJ's agreement) which are outside of the scope of services described in Exhibit A to the Agreement, including without limitation services in connection with changes made at the Client's request which are inconsistent with prior approvals by the Client, or a material change in the Project including, but not limited to, size, quality, complexity, the Client's schedule or budget for Work, or procurement or delivery method.

3. **REIMBURSABLE EXPENSES.** The Client shall reimburse OBJ at OBJ's actual cost for (i) printing and duplication; (ii) delivery charges; (iii) travel in connection with the Project; (iv) the fees of consultants engaged by OBJ at the Client's request other than those included in Exhibit A to the Agreement as a basic service; (v) renderings and models requested by Client if not included as a basic service in Exhibit A to the Agreement; (vi) expenses of additional insurance coverage or limits requested by Client in excess of that normally carried by OBJ and as set forth in Section 13, and (vii.) other reimbursable expenses, if any, identified in Exhibit A to the Agreement.

4. **TERMINATION** The Agreement may be terminated by either party in the case of material breach by the other, and Client may terminate the agreement for convenience upon 7 days' written notice. In case of

termination for cause or convenience, the Client shall pay OBJ for services performed and reimbursable expenses incurred to the date of termination plus Termination Expenses which shall be defined as OBJ's expenses directly attributable to termination.

5. **LIABILITY OF PARTIES.** Neither party shall be liable to the other for any indirect, special, or consequential damages. Under no circumstances shall any individual person who is an Officer, Director, Shareholder, Employee or Agent of OBJ, or any affiliate, successor, or assign of OBJ, have any personal liability for any term, covenant, agreement or undertaking pursuant to the Agreement (express or implied), all such personal liability being expressly waived. OBJ's liability to the Client shall in no event exceed the available proceeds under OBJ's applicable insurance policy. Any claim against OBJ for a latent design defect must be brought within five (5) years of substantial completion.

6. **DISPUTE RESOLUTION.** The Client and OBJ agree that all disputes between them arising out of or relating to the Agreement that cannot be resolved through good faith negotiations shall be submitted to non-binding mediation in Harris County, Texas under the American Arbitration Association's ("AAA") Construction Industry Mediation Rules then applying, or such other mediation procedures as the parties may agree. Disputes not resolved by mediation shall be finally decided by binding arbitration in Harris County, Texas by a single arbitrator under the Construction Industry Arbitration Rules of the AAA then applying. No arbitration arising out of or related to the Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Agreement, except by written consent of the Client, OBJ, and any person or entity sought to be joined.

7. **DOCUMENTS.** Drawings, specifications, and other documents produced by OBJ are instruments of service, and the originals thereof and the copyright therein shall remain the property of OBJ. OBJ shall furnish copies of such documents in PDF format to the Client, which the Client may use for completion or in connection with the Project, subject to compliance by the Client with its payment obligations as provided in the Agreement. The Client shall release, hold harmless, indemnify and defend OBJ for any claim arising from the use of such documents without OBJ's involvement. This Section shall survive termination of the Agreement.

8. **ESTIMATES.** Since OBJ has no control over construction costs or contractors' prices, any cost estimates are made or reviewed by OBJ on the basis of OBJ's experience and judgment as a design professional, but OBJ cannot and does not guarantee that contractors' proposals, bids, or costs will not vary from such estimates.

9. **CLIENT'S RESPONSIBILITIES.** The Client shall furnish in a timely manner such legal, accounting, and insurance counseling services as may be required for the project and such surveys, geotechnical investigations, and information relating to existing conditions at the project site as OBJ may reasonably request. OBJ shall be entitled to rely upon the completeness and accuracy of such services and information. If the Client becomes aware of any fault or default in the project, the Client shall promptly notify OBJ.

10. CONSTRUCTION PHASE SERVICES. If so provided in Exhibit A to the Agreement, OJB shall make periodic visits to the site during the construction phase of the project to become generally familiar with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the drawings and specifications furnished by OJB. It is understood that the contractor, not OJB, is solely responsible for the construction of the project, for safety programs and procedures at the site, and for its own acts or omissions and those of any subcontractor. OJB shall review and take appropriate action on the contractor's submittals and application for payment, and shall furnish to the contractor such additional details, interpretations, and clarifications as are customary during the phase. All changes, substitutions, and deviations from the drawings and specifications furnished by OJB shall be subject to OJB's approval. Should Owner not retain OJB to make periodic visits to site during the construction phase of the project to become generally familiar with the progress and quality of the work, OJB will not gain sufficient familiarity with the work to issue a final affidavit for the project.

11. HIDDEN CONDITIONS. A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If OJB has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after due notification, or (2) OJB has no reason to believe that such a condition exists, OJB shall not be responsible for the existing condition nor the resulting damages to persons or property.

12. HAZARDOUS MATERIALS. Unless otherwise set forth in the Agreement, professional services relating to the existence, identification, removal, containment, or abatement of asbestos, lead paint, toxic substances, or hazardous waste are not included in the scope of OJB's services. The Client shall be solely responsible for, and shall release, indemnify, and defend OJB from and against all liability arising out of, the existence, identification, removal, containment, and/or abatement of asbestos, lead paint, toxic substances and/or hazardous waste (including those substances or conditions which affect or are alleged to affect indoor air quality) in connection with the Project.

13. INSURANCE. OJB shall maintain the following insurance for the duration of the Agreement, and provide Client with certificates of insurance evidence said coverage:

General Liability insurance policy written on an occurrence basis with policy limits of not less than 2,000,000 each occurrence and 4,000,000 aggregate.

Automobile Liability written on an occurrence basis covering all owned, rented, and non-owned vehicles operated by OJB with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage combined.

Workers' Compensation that is statutorily required, and employer's liability of not less than \$500,000 for each accident.

Professional Liability insurance which shall insure against liability arising from negligent errors or omissions of OJB in the performance of its services. The policy shall be written on a claims-made basis and shall have limits of not less than \$3,000,000 per claim and \$3,000,000 in the aggregate. OJB further agrees that it will maintain its Professional Liability insurance, which shall, at a minimum, have limits of not less than those set forth in this paragraph, on a continuous basis

for five years following substantial completion. Such certificates shall provide for thirty (30) days advance written notice to Client of cancellation, or reduction of coverage or non-renewal.

14. STANDARD OF CARE. OJB shall perform its services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). OJB shall perform its services so as to facilitate the orderly progress of the work in a manner which is consistent with the Project schedule, and in such a manner as to cause no delay or disruption in the Work. OJB shall, pursuant to this Standard of Care, perform its services in accordance with applicable laws, codes and regulations.

15. PROFESSIONAL CREDIT. Client shall provide professional credit to OJB in the Client's promotional materials or media submissions for the Project and shall not use any of OJB's documents, renderings or drawings in such materials or submissions without OJB's approval. To this end, at such time as one or more renderings produced by OJB are adopted by the Client as images of the Project for public presentations or other distribution, Client agrees to include on any reproductions furnished to public authorities, media consultants or the media, a legend including OJB's complete name and logo, such that subsequent reproductions in the media will be more likely to include attribution of the design to OJB. This Section shall survive termination of the Agreement.

16. MISCELLANEOUS PROVISIONS. The Agreement and incorporated exhibits represent the complete and integrated agreement between the parties; supersedes all prior agreements between the parties relating to the project; may be amended only in writing; is binding upon the parties, their successors, assigns, and legal representatives; and shall be interpreted and governed in accordance with the laws of the State of Texas. Neither party shall assign the Agreement without the written consent of the other. All payment, liability, dispute resolution, release and indemnification provisions and other obligations of the parties under the Agreement that could reasonably be expected to be exercised after the expiration or sooner termination of the Agreement shall survive such expiration or sooner termination. The Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which, together, shall constitute one and the same instrument.

Exhibit D: Bee Cave Central Park Master Plan

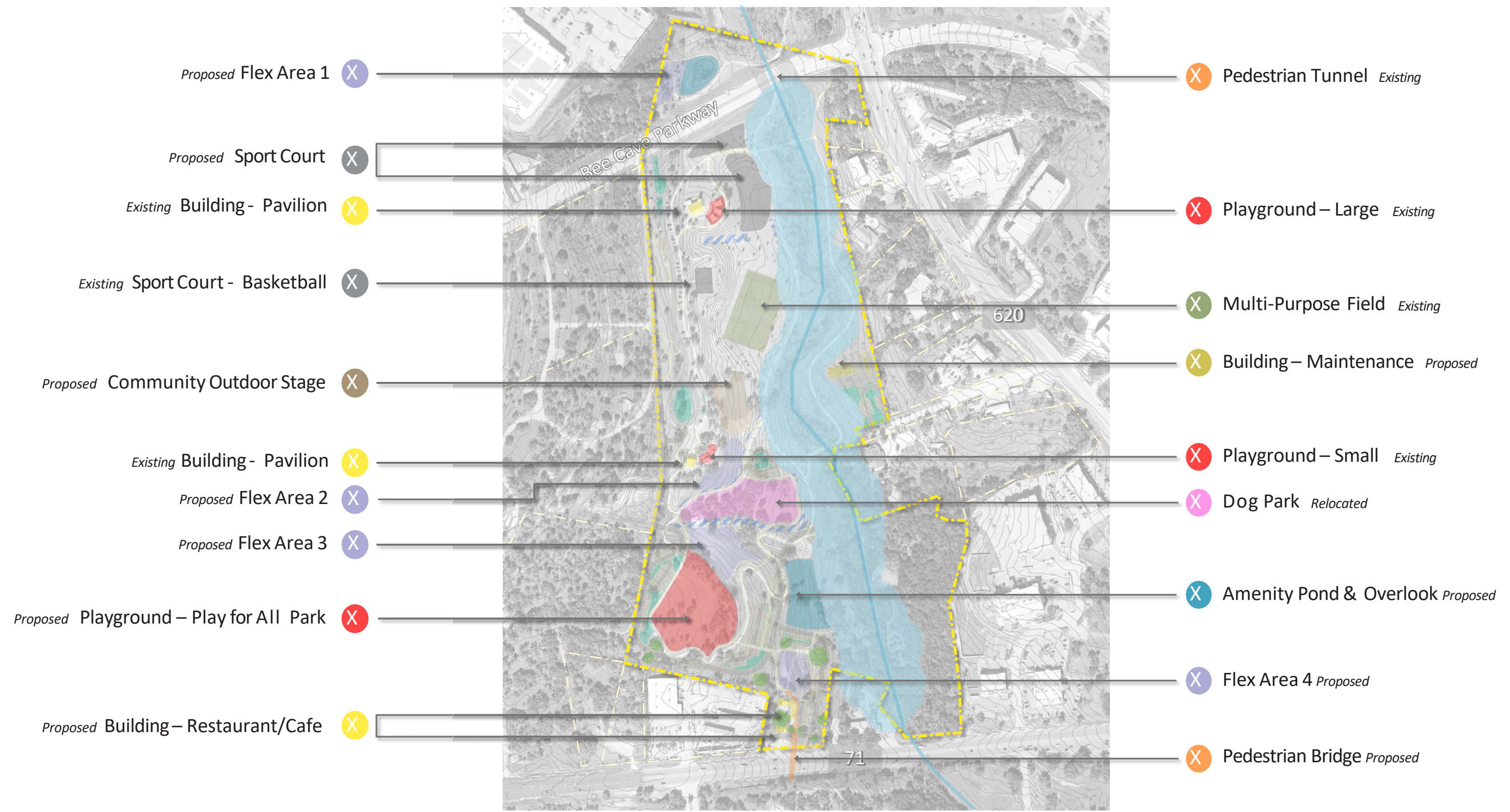


Exhibit E: Bee Cave Central Park Concept Diagram

Stormwater Pond

Nature Play for All

Pavilion

Sport Courts

Active Lawn

Event Lawn

Kiosk /
Pop-Up Plaza

Re-Vegetation

Dog Park

Parking

Entry
Hashtag Moment

Pedestrian Tunnel

Wildflower

Meadow

Memorial Grove

Elevated Forest Walk

Overlook Tower

Existing Memorial

Amenity Pond / Retention / Boardwalk

Trails

Pedestrian Bridge /
Entry





***City Council Meeting
3/26/2024
Agenda Item Transmittal***

Agenda Item: 12.

Agenda Title: Discuss and consider action to authorize staff to negotiate a contract with Hoar Construction for the Central Park Improvements Construction-Manager-at-Risk (CMAR).

Council Action: Consideration & Approval

Department: Administration

Staff Contact: Chelsea Maldonado//Brian Jorgensen T&T Heery

1. INTRODUCTION/PURPOSE

Discuss and consider action to authorize staff to negotiate a contract with Hoar Construction for the Central Park Improvements Construction-Manager-at-Risk (CMAR).

2. DESCRIPTION/JUSTIFICATION

a) Background

RFQ for Construction-Manager-at-Risk for the Bee Cave Central Park Improvements project was publicly advertised January 10, 2024. There was a total of 4 qualified respondents to the RFQ. All proposals were reviewed per the RFQ criteria, and all 4 qualified firms were selected and notified of shortlist. The shortlisted firms were then interviewed by the following selection committee: Lindsey Oskoui, Lanie Marcotte, Brian Williams, Kevin Sawtelle, Chelsea Maldonado (T&T Heery Project Manager - Nonvoting & advisory only), Brian Jorgensen (T&T Heery Sr. Project Manager - Nonvoting & advisory only).

b) Issues and Analysis

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

The negotiation and contractual agreement contemplates CMAR Services at the fees offered via the RFQ response (Attached). Signature will follow contract negotiations.

3. FINANCIAL/BUDGET

Amount Requested

Fund/Account No.

Cert. Obligation
Other source
Addtl tracking info

GO Funds
Grant title

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

Consideration and Approval

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Hoar - RFQ Submittal - Bee Cave Central Park	Backup Material

Fees

**RFQ Bee Cave CMAR Services for Central Park Improvements
Addendum #002**

ATTACHMENT 1 – City of Bee Cave CMAR Proposal Form

City of Bee Cave Proposal Form

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

NEW MUNICIPAL COMPLEX CONSISTING OF CENTRAL PARK IMPROVEMENTS

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

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

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

\$ \$15,000

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

 3.50% %

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

Infrastructure Phase \$ \$216,933

Programming Phase \$ \$592,901

4. If the project is required to be broken up into non-sequential phases, indicate any additional General Conditions that will be required. Examples such as for each remobilization costs and escalation costs can be considered. Attach a separate sheet with details and assumptions as necessary.

\$ \$223,405



***City Council Meeting
3/26/2024
Agenda Item Transmittal***

Agenda Item: 13.

Agenda Title: Discussion on a conceptual rendering of potential City wayfinding signage.

Council Action:

Department: Administration

Staff Contact: Jenny Hoff

1. INTRODUCTION/PURPOSE

Last year, the Development Corporation voted for staff to move forward with gateway signage for the city.

2. DESCRIPTION/JUSTIFICATION

a) Background

After discussions and looking through the proposals, Jenny Hoff, has chosen to move forward with a local firm, Ion Art. Ion Art has created some of the Austin region's iconic signs, such as ACL Music Fest, the ATX sign outside of Whole Foods and more.

In January, the Development Corporation approved funding to move into the design phase with Ion Art.

b) Issues and Analysis

Today, Jenny will present the preliminary conceptual renderings for the city wayfinding signage.


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
	Initial Renderings	Backup Material
	Initial Renderings 2/2	Backup Material



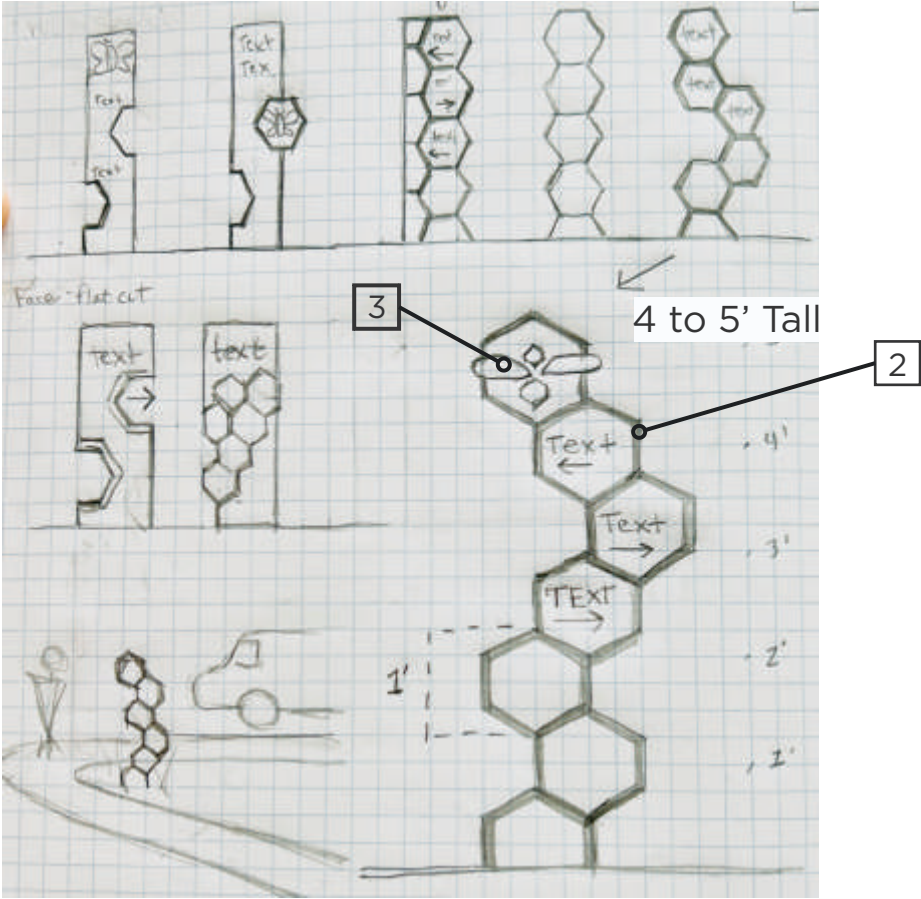
City of Bee Cave | **Series 1**

Series 1 of the exterior sculpture sign and wayfinding set sign explore the honeycomb motif at different scales and in different arrangements.

The material inspiration and reference material utilize metals with organic paint color-ways with the intention of matching the local beauty and aesthetic natural to the Hill Country.



Exterior Sculptural Sign | Series 1



Wayfinding Sign Set | Series 1

Material Inspiration and Reference

1 Zilker Partners



Sign has internal lighting.

2 Laser Cut Metal screen Pattern



Rustic metal that matches the aesthetic of the natural beauty of the Bee Cave region. Details are elegantly cut out of the material.

3

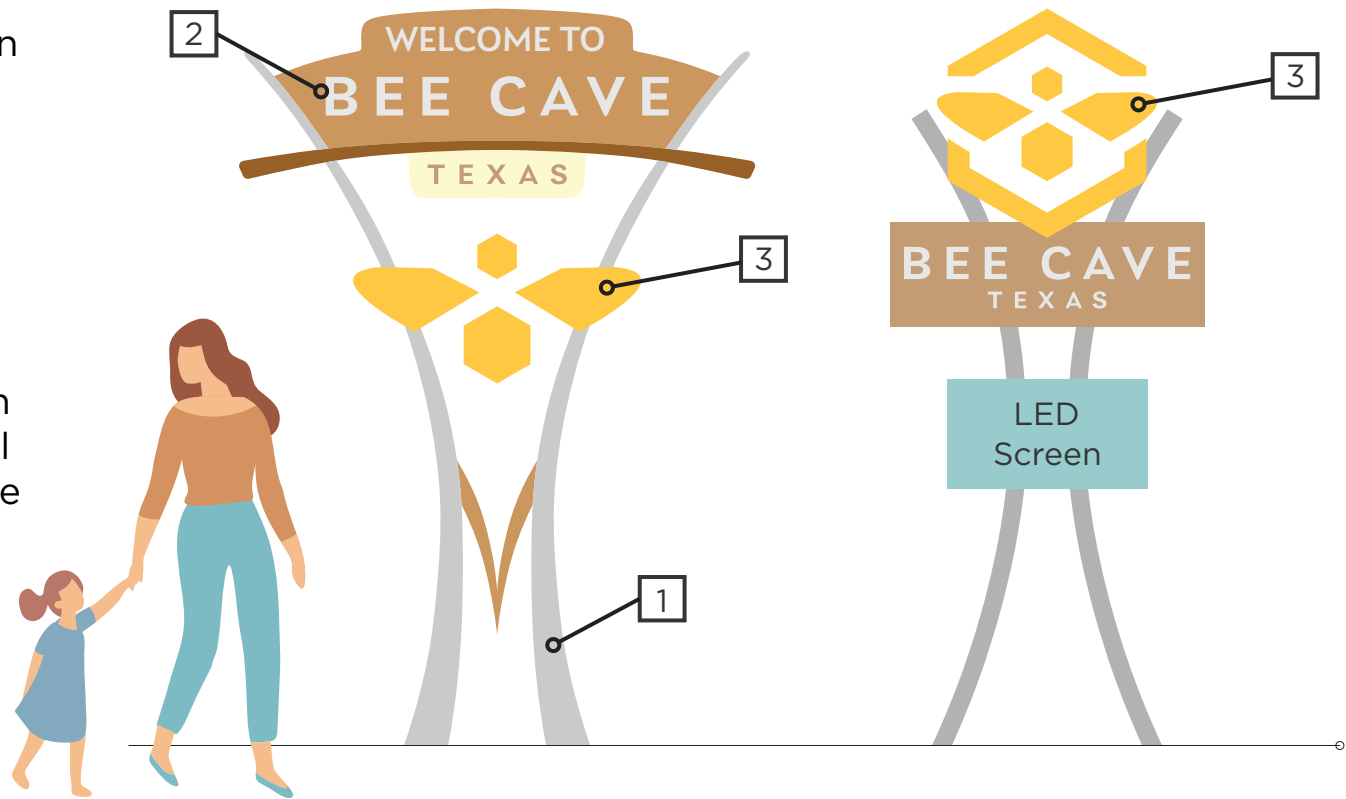


Stained glass components that could add a pop of color and an interplay with light.

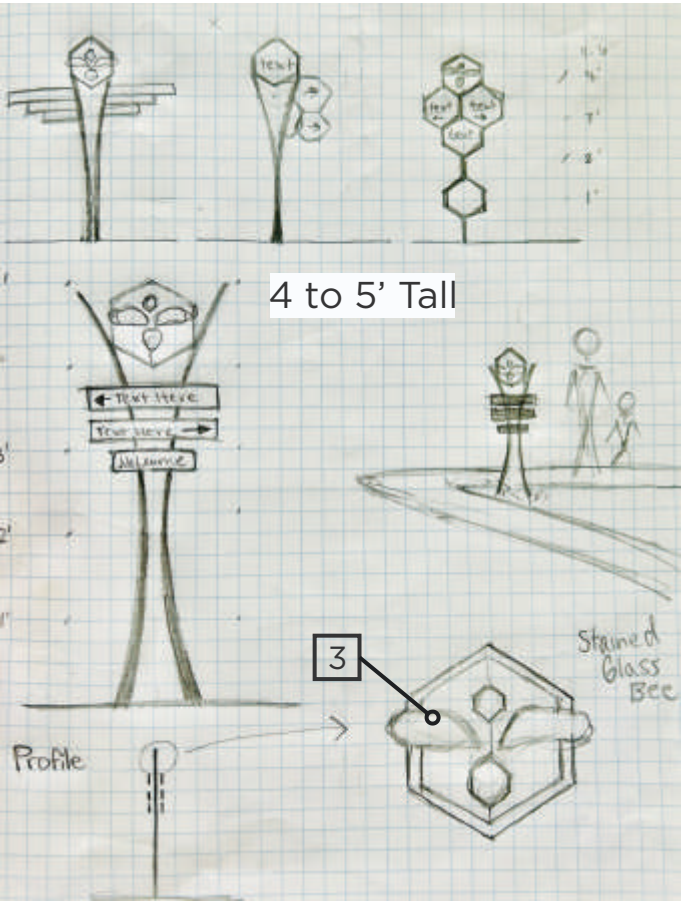
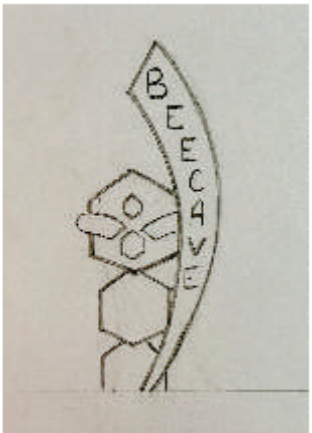
City of Bee Cave | **Series 2**

Series 2 of the exterior sculpture sign and wayfinding set sign explore a more minimal integration of the City of Bee Cave branding. This series shows a potential placeholder for an LED screen display.

The material inspiration and reference material utilize metals with organic paint color-ways with the intention of matching the local beauty and aesthetic natural to the Hill Country.



Exterior Sculptural Sign | Series 2



Wayfinding Sign Set | Series 2

Material Inspiration and Reference

1 Trailhead at Shady Lane



Example of the vertical support structure.

2 City of Bee Cave Central Park Sign



Dark rustic metal background with aluminum letters that pop.

3 MMA Stained Glass Windmill



Stained glass wildflowers native to the Hill country.

4 Monument Sign



Sign shows the integration of stone, which could be limestone per the regional aesthetic.

City of Bee Cave | Art Book

Art book for client review and approval. Not for construction.

DATE
03.26.2024

Client Approval

Name _____

Signature _____

Date _____

Landlord Approval

Name _____

Signature _____

Date _____



BEE CAVE
TEXAS

Simply Elevated

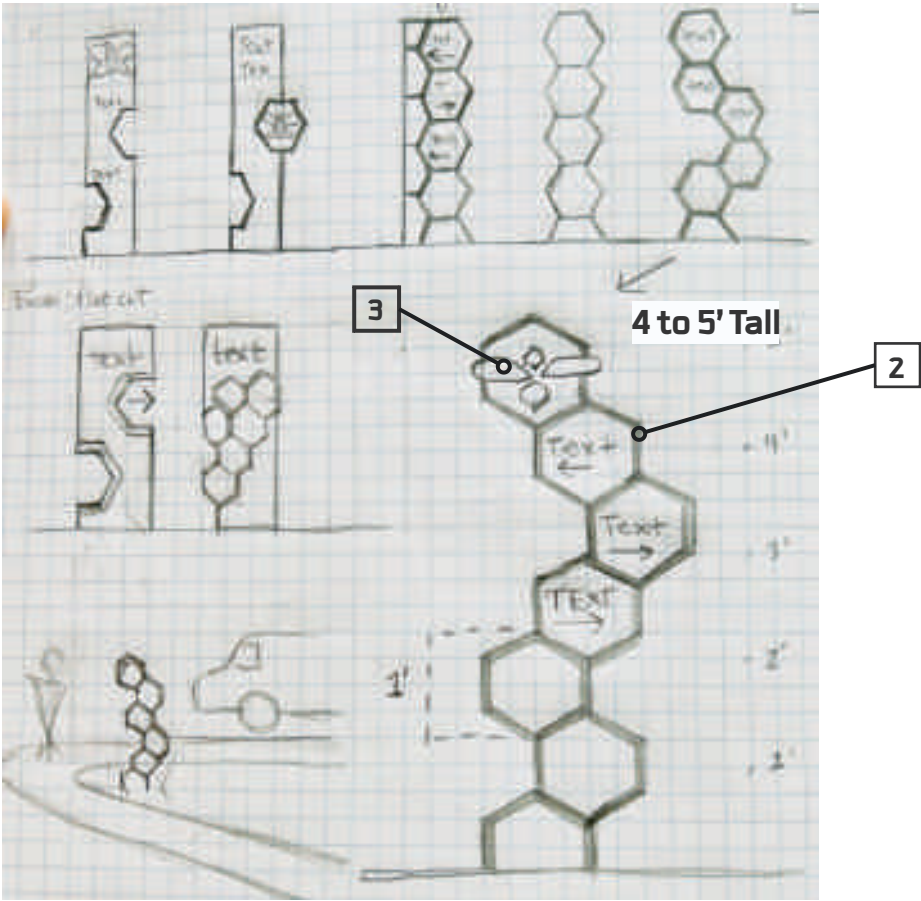
City of Bee Cave | **Series 1**

Series 1 of the exterior sculpture sign and wayfinding set sign explore the honeycomb motif at different scales and in different arrangements.

The material inspiration and reference material utilize metals with organic paint color-ways with the intention of matching the local beauty and aesthetic natural to the Hill Country.



Exterior Sculptural Sign | Series 1



Wayfinding Sign Set | Series 1

Material Inspiration and Reference

1 Zilker Partners



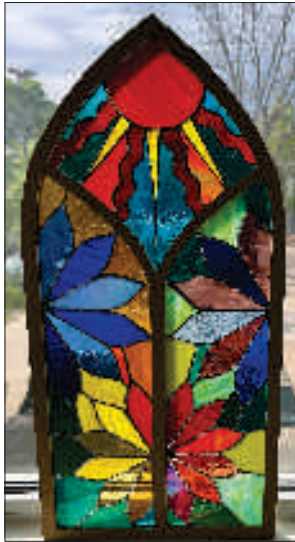
Sign has internal lighting.

2 Laser Cut Metal screen Pattern



Rustic metal that matches the aesthetic of the natural beauty of the Bee Cave region. Details are elegantly cut out of the material.

3

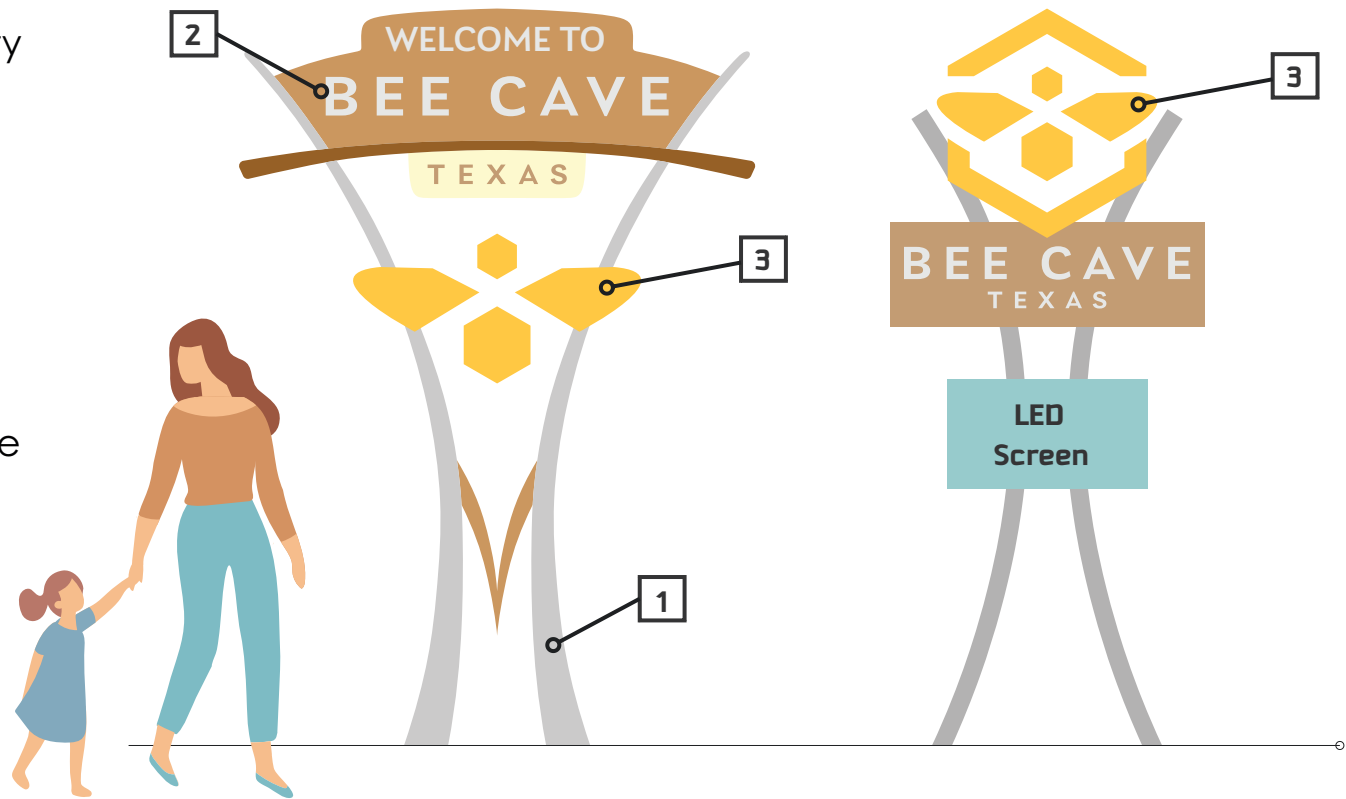


Stained glass components that could add a pop of color and an interplay with light.

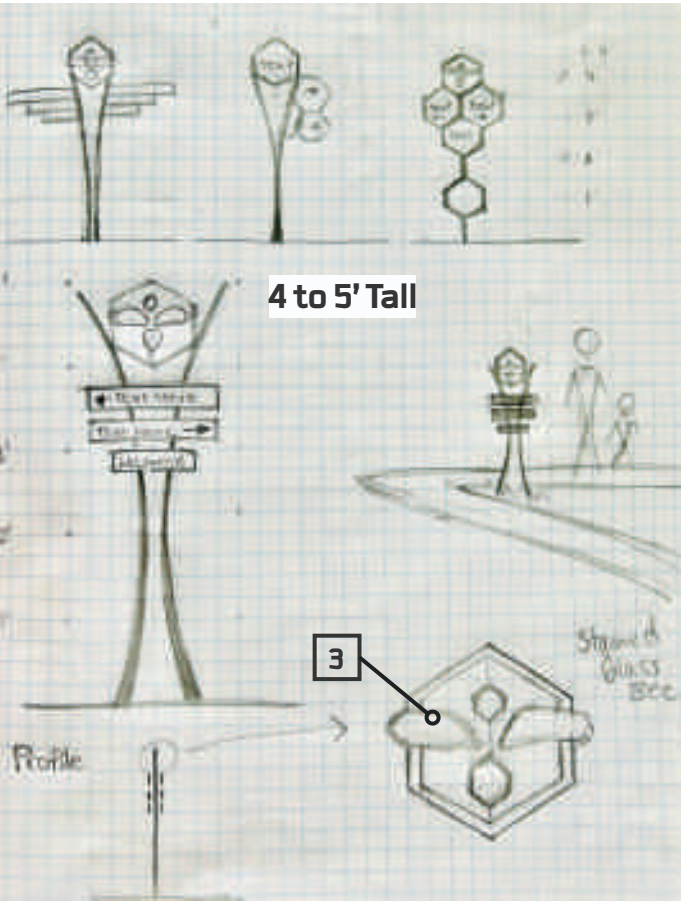
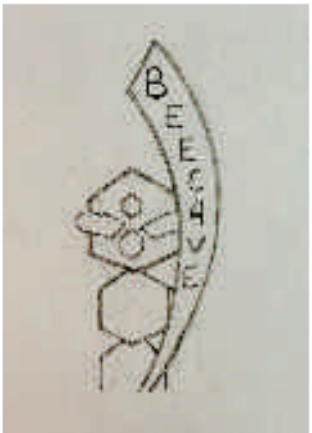
City of Bee Cave | Series 2

Series 2 of the exterior sculpture sign and wayfinding set sign explore a more minimal integration of the City of Bee Cave branding. This series shows a potential placeholder for an LED screen display.

The material inspiration and reference material utilize metals with organic paint color-ways with the intention of matching the local beauty and aesthetic natural to the Hill Country.



Exterior Sculptural Sign | Series 2



Wayfinding Sign Set | Series 2

Material Inspiration and Reference

1 Trailhead at Shady Lane



Example of the vertical support structure.

2 City of Bee Cave Central Park Sign



Dark rustic metal background with aluminum letters that pop.

3 MMA Stained Glass Windmill



Stained glass wildflowers native to the Hill country.

4 Monument Sign

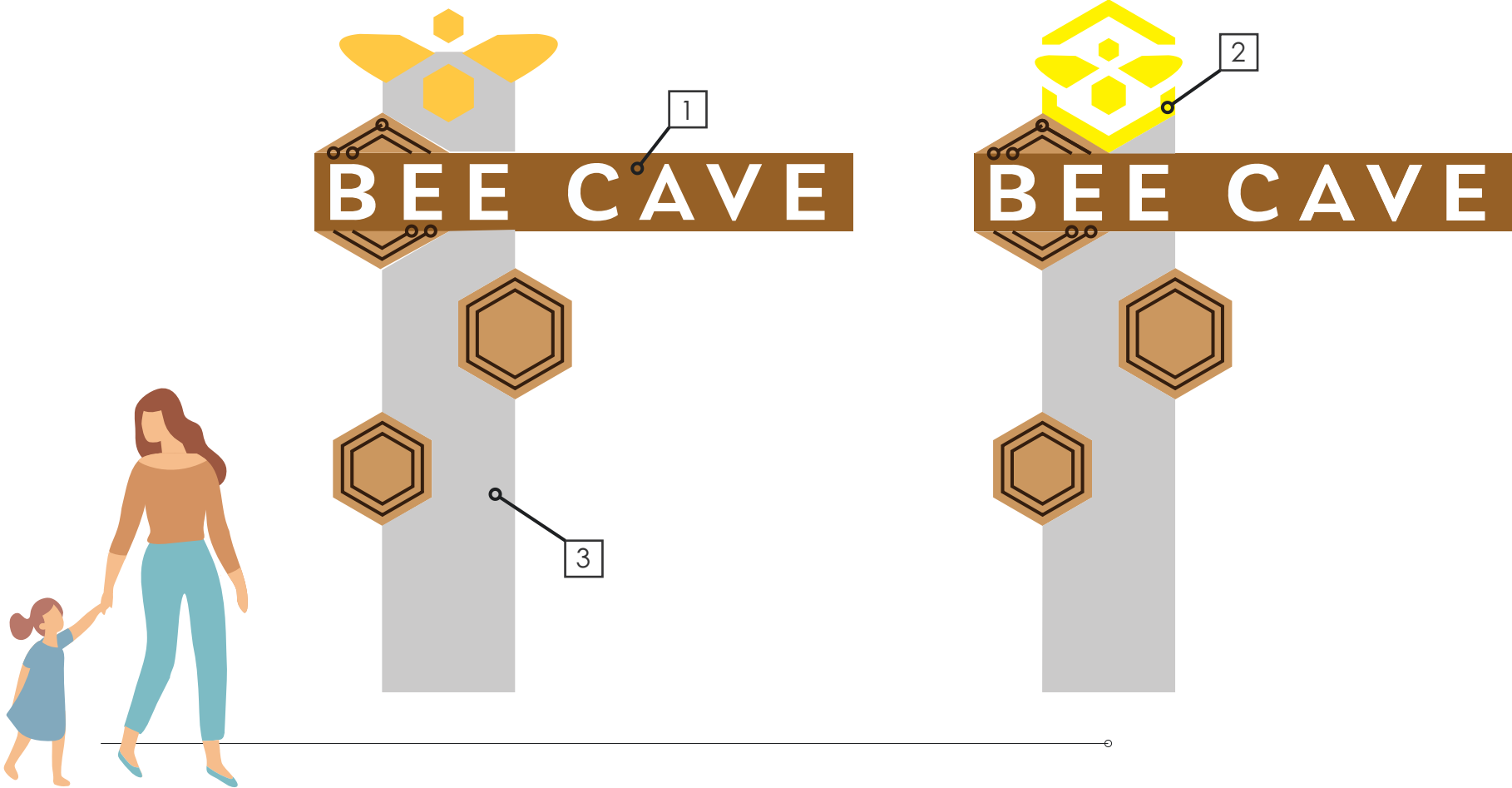


Sign shows the integration of stone, which could be limestone per the regional aesthetic.

City of Bee Cave | **Series 3**

Series 3 of the exterior sculpture sign and wayfinding set sign explore the honeycomb motif at different scales and in different arrangements.

The material inspiration and reference material utilize metals with organic paint color-ways with the intention of matching the local beauty and aesthetic natural to the Hill Country.



Exterior Sculptural Sign | **Series 3**

Material Inspiration and Reference

1 City of Bee Cave Central Park Sign



Dark rustic metal background with aluminum letters that pop.

2 MMA Stained Glass Windmill



Stained glass wildflowers native to the Hill country.

3 Monument Sign

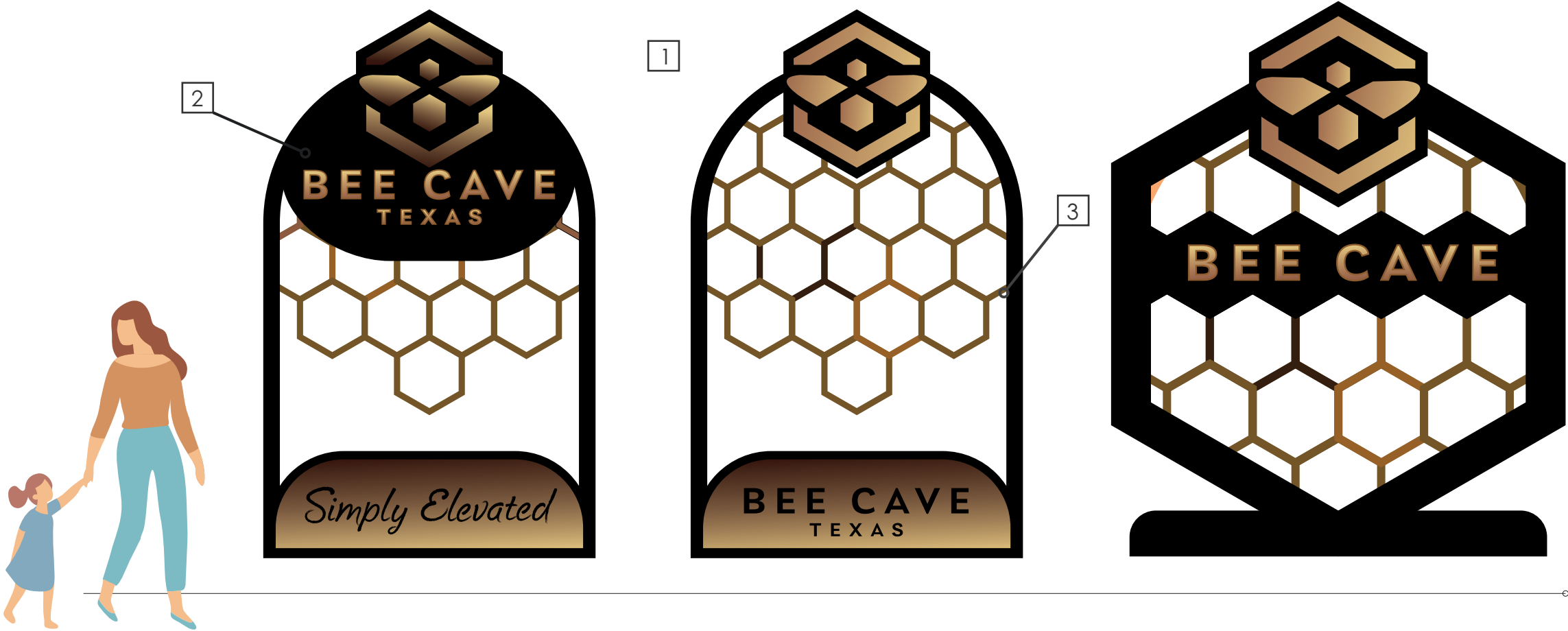


Sign shows the integration of stone, which could be limestone per the regional aesthetic.

City of Bee Cave | **Series 4**

Series 4 of the exterior sculpture sign and wayfinding set sign explore the honeycomb motif at different scales and in different arrangements.

The material inspiration and reference material utilize metals with a more “rustic” feel. This set also explores the utilization of a lasered out honeycomb mesh.



Exterior Sculptural Sign | **Series 2**

Material Inspiration and Reference

1 Image provided by Client



Inspiration Image

2 City of Bee Cave Central Park Sign



Dark rustic metal background with aluminum letters that pop.

3 Laser Cut Metal screen Pattern



Rustic metal that matches the aesthetic of the natural beauty of the Bee Cave region. Details are elegantly cut out of the material.



***City Council Meeting
3/26/2024
Agenda Item Transmittal***

Agenda Item: 14.

Agenda Title: Discuss and consider action on a resolution No. 2024-08 and a disaster declaration for the upcoming solar eclipse on April 8th, 2024.

Council Action: Discuss and Consider Action

Department: Admin Assistant

Staff Contact: Thomas Hatfield-Interim City Secretary

1. INTRODUCTION/PURPOSE

The purpose of this item is to allow the mayor and council to discuss plans in place for the upcoming solar eclipse event on Monday April 8th 2024.

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

April 8th is date of the event.

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
 Resolution No.2024-08 DRAFT	Backup Material

RESOLUTION NO. 2024-08

A RESOLUTION BY THE CITY OF BEE CAVE, TEXAS, TO ALLOW THE MAYOR AND COUNCIL TO DISCUSS PLANS IN PLACE FOR THE UPCOMING SOLAR ECLIPSE EVENT ON MONDAY APRIL 8TH, 2024.

Whereas: the City of Bee Cave recognizes the significance of the upcoming Solar Eclipse on Monday, April 8th; and

Whereas: in conjunction with the Travis County Emergency Services and Judge Andy Brown's Declaration of Local Disaster, the City of Bee Cave effective Friday, March 8, 2024; and

Whereas: in anticipation of extremely large crowds, increased traffic, and enormous strains on first responders, hospitals, and roads on the days leading up to, on, and after the day of the upcoming total solar eclipse; and

Whereas: large crowds may create a public safety hazard and impede or delay first responders answering calls for service.

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

The City of Bee Cave approves this Resolution and disaster declaration that enables the City of Bee Cave to take actions necessary to protect the health, safety, and welfare of residents and visitors and position itself for aid and assistance if needed.

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

CITY OF BEE CAVE, TEXAS

Kara King, *Mayor*

ATTEST:

Thomas Hatfield. *Interim City Secretary*