



BEE CAVE
TEXAS

AGENDA

Regular Meeting

City Council 4000 Galleria Parkway

Tuesday, December 10, 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 THE CITY SECRETARY OFFICE 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, Event Update and Moment of Silence
 - A. Proclamation recognizing Kit Crumbley as the City of Bee Cave's Volunteer of the Year.

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. Recognition, Event Update, and Moment of Silence.

6. 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 October 22, 2024.
 - B. Consider approval of the minutes of the Special Session conducted on November 4, 2024.
 - C. Consider Approval of the minutes of the Special Session conducted on November 19, 2024.
 - D. Consider Approval of an addendum to the Interlocal Agreement for Victim Services Between the City of Bee Cave and the City of Lakeway.
 - E. Consider Approval of an addendum to the Interlocal Agreement for Dispatching Services Between the City of Bee Cave and the City of Lakeway.
7. Discuss and Consider Issuance of Request for Proposals for Financial Advisory Services for the City of Bee Cave, Texas.
 8. Discuss and consider action on update from the Capital Improvement Projects (CIP) Subcommittee.
 9. Discuss and review updating the Comprehensive Plan.
 10. Discuss and consider action on Ordinance No. 555 amending the city's Ethics Ordinance.
 11. Discuss and consider action to adopt 2025 City Council Meeting Schedule.
 12. Discuss and consider action regarding approving easements between the City of Bee Cave and the WTCPUA regarding the 1175 waterline project.
 13. Close Regular Meeting
 14. Open Executive Session
 - A. Discussion regarding legal issues and application of recent charter amendments, pursuant to Texas Government Code Sec. 551.071 (Consultation with Attorney).
 - B. Discuss request from Councilmember Cobb for his personal attorney to represent his/her legal interpretation of the Texas Open Meetings Act, basics of contract law, ultra vires violations, and libel to the City Council pursuant to Texas Government Code Sec. 551.071 (Consultation with Attorney).

- C. Discussion and possible action on Councilmember Cobb's request to reconsider Council action to insulate him from all aspects regarding Cause No. D-1-GN-24-005113 In the District Court of Travis County, Texas 200th Judicial District City of Bee Cave, Texas vs. WS-COS Development, LLC; WS-COS Investments, LLC; and Velocis Bee Cave JV, L.P. pursuant to Texas Government Code Sec. 551.074 (Personnel) and 551.071 (Consultation with Attorney).
 - D. Discussion and possible action on existing litigation Cause No. D-1-GN-24-005113 In the District Court of Travis County, Texas 200th Judicial District City of Bee Cave, Texas vs. WS-COS Development, LLC; WS-COS Investments, LLC; and Velocis Bee Cave JV, L.P. pursuant to Texas Government Code Sec. 551.071 (Consultation with Attorney).
- 15. Close Executive Session
 - 16. Open Regular Meeting
 - A. Discuss and review the application of recent charter amendments.
 - 17. Consider action, if any, on Executive Session
 - 18. 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
12/10/2024
Agenda Item Transmittal*

ATTACHMENTS:

Description	Type
□ Proclamation	Backup Material



Proclamation

In Appreciation of Kit Crumbley Volunteer of the Year 2024

WHEREAS, Volunteerism has never been needed more than it is today. Countless Americans have found unique and innovative ways to spread joy and meet the emotional, physical, creative, and spiritual needs of others. These ordinary citizens make extraordinary contributions to individuals, families, neighborhoods, and communities; and

WHEREAS, there are many volunteers in our community who selflessly dedicate their time and effort by helping others in their local government, church, community organizations, hospitals, and other worthy endeavors; and

WHEREAS, Kit Crumbley has shown that he is a volunteer who is a vital part of our city's present and future endeavors; and

WHEREAS, Mr. Crumbley has served in multiple volunteer capacities in the City of Bee Cave to including Planning and Zoning Commissioner, Planning and Zoning Chair and Charter Review Committee Vice Chair; and

WHEREAS, Mr Crumbley is engaged and active with City Council by participating in and attending meetings; and

WHEREAS, Mr Crumbley attends city events and community celebrations, far and above his requirement as Planning and Zoning Chair; and

WHEREAS, the City of Bee Cave wants this opportunity to recognize and honor Kit Crumbley who selflessly gives his valuable time to making the city a great place to live, work and play; and

WHEREAS, Mr. Crumbley's actions and dedication to the City has earned him the admiration and respect from the City Council, city employees and the community we serve.

NOW 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 extend our sincere appreciation to Kit Crumbley for his many hours of volunteer service to the City of Bee Cave. I am happy to award him the title of "Mayor's Bee Cave Volunteer of the Year" for 2024.

Dated this 10th day of December, 2024.

Kara King, Mayor
City of Bee Cave



*City Council Meeting
12/10/2024
Agenda Item Transmittal*

Agenda Item: 6.A.
Agenda Title: Consider approval of the minutes of the Regular Session conducted on October 22, 2024.
Council Action: Consider approval
Department: City Secretary
Staff Contact: Jo Ann Touchstone, City Secretary

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description

 October 22, 2024 Draft Minutes

Type

Backup Material



MINUTES

**Regular Meeting
City Council
Tuesday, October 22, 2024
6:00 P.M. 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 CITY SECRETARY AT (512) 767-6641 AT LEAST 48 HOURS IN ADVANCE OF THE MEETING. THANK YOU.

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

1. Call meeting to order - Mayor King established a quorum called the meeting to order at 6:00 p.m.
2. Roll Call

Present:

Kara King, Mayor
Andrea Willott, Councilmember
Courtney Hohl, Councilmember
Kevin Hight, Councilmember
Jon Cobb, Councilmember

Absent:

Andrew Clark, Mayor Pro Tem

City Staff:

Julie Oakley, City Manager
Jason Rammel, Deputy City Attorney
Carly Pearson, Planning and Development Director
Jo Ann Touchstone, City Secretary
Rebecca Regueira, Deputy City Secretary
Lanie Marcotte, Parks and Facilities Director
Crystal Cotti, Director of Communications

Roger Velasquez, Multimedia Specialist
Eric Bowers, Community Events Coordinator
Bill Pitman, Lieutenant

3. Pledge of Allegiance – Girl Scout Troop 43113 led the pledge of allegiance.
4. Recognition, event update and moment of silence – Mayor King recognized work anniversaries. The girl scout troop presented a sculpture project idea to the City Council.
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 – No one spoke.
6. 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 the item 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 October 8, 2024.
 - B. Consider approval of the Quarterly Investment Report for period ending September 30, 2024.

Councilmember Hight moved to approve the consent agenda. Councilmember Hohl seconded and the motion passed unanimously.

7. Discuss and consider action on a Hotel Occupancy Tax Fund application from the Lake Travis Youth Association (LYTA) for the Austin Lacrosse Fall Invitational Tournament – Applicant Scott Cronk presented. Councilmember Cobb moved to approve the request for funding for \$20,000.00 form LYTA for the Austin Lacrosse Fall Invitational Tournament. Councilmember Willott seconded and the motion passed unanimously.
8. Discuss and consider action on Hotel Occupancy Tax Fund application from Special Olympics Texas – Applicant Chad Eason presented. Councilmember Hohl moved to approve the request for \$100,000.00 with a footnote for the applicant to obtain more sponsorships when making any future requests. Councilmember Hight seconded and the motion passed unanimously.
9. Public hearing, discussion, and possible action on Ordinance No. 552 amending zoning for property addressed as 14310 W. State Hwy. 71 and 15201 Falcon Head Blvd., Bee Cave, Texas 78738, known locally as the Falconhead Golf Course, from Neighborhood Mixed-Use District (MU-N) to Golf and Amenity District (GA) – Planning and Development Director Carly Pearson presented. Mayor King opened the public hearing at 6:32 p.m. Cynthia Burgunder spoke. Mayor King closed the public hearing at 6:34 p.m. Councilmember Willott moved to approve Ordinance No. 552. Councilmember Hight seconded and the motion passed unanimously.

10. Public hearing, discussion, and possible action on a request for a Specific Use Permit (SUP) to allow a private club – specifically, a retail cigar lounge – within the Town Center Mixed-Use zoning district - Planning and Development Director Carly Pearson presented. Mayor King opened public hearing at 6:39 p.m. and no one spoke. Mayor King closed the public hearing at 6:39 p.m. Councilmember Hohl moved to approve Ordinance No. 553. Councilmember Hight seconded and the motion passed unanimously.
11. Discuss and consider action on Resolution No. 2024-27 approving the interlocal cooperation agreement for the construction phase of a joint facilities project by and between the City of Bee Cave and Travis County Emergency Services District No. 6 – Chelsea Maldonado, Turner & Townsend-Heery presented. Mayor King moved to approve Resolution No. 2024-27 approving interlocal agreement between City of Bee Cave and Travis County Emergency Services District No. 6. Councilmember Hight seconded and the motion passed unanimously.
12. Discuss and consider action on Resolution No. 2024-28 adopting a prohibited technologies security policy – Director of Communications Crystal Cotti presented. Councilmember Hohl moved to approve Resolution No. 2024-28. Councilmember Hight seconded. The motion passed 4-1 with Councilmember Cobb opposed.
13. Discuss and consider action regarding polling Council for meeting attendance – Councilmember Cobb presented item for discussion. No action was taken. Citizen participation – The following person spoke: Tom Kilgore. Councilmember Cobb moved to table the item. Councilmember Hohl seconded and the motion passed unanimously.
14. Close Regular Meeting
15. Open Executive Session - Mayor King called for executive session under section 551.071 and 551.074. Convened to executive session at 7:33 p.m.
 - A. Pursuant to Texas Government Code Sec. § 551.071, the City will meet in closed session to consult with the City’s attorney regarding pending litigation styled *City of Bee Cave, Texas vs. WS-COS Development, LLC et. Al.*, Cause No. D-1-GN-24-005113.
 - B. Pursuant to Texas Government Code § 551.071, the City will meet in closed session to consult with the City’s attorney regarding Consent Agreement with Summit Austin 56, Ltd. pertaining to property located at 15506 W. SH 71, Bee Cave, Texas 78738.
 - C. Pursuant to Texas Government Code Section § 551.074 for deliberation regarding Personnel Matters related to the annual evaluation of the City Attorney.
16. Close Executive Session.
17. Open Regular Meeting - Mayor King opened the meeting at 9:54 p.m. No action was taken in executive session.
18. Consider action, if any, on Executive Session.
19. Adjournment – Councilmember Hight moved to adjourn. Councilmember Cobb seconded and the motion passed unanimously. Meeting adjourned at 9:55 p.m.

Approved this ____ day of _____, 2024

Kara King, Mayor

(Seal)

Jo Ann Touchstone, City Secretary



*City Council Meeting
12/10/2024
Agenda Item Transmittal*

Agenda Item: 6.B.

Agenda Title: Consider approval of the minutes of the Special Session conducted on November 4, 2024.

Council Action: Consider approval

Department: City Secretary

Staff Contact: Jo Ann Touchstone, City Secretary

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description

📄 November 4, 2024 Draft Minutes

Type

Backup Material



BEE CAVE
TEXAS

Simply Elevated

MINUTES
Special Meeting
City Council
Monday, November 4, 2024
6:00 P.M. 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 JO ANN TOUCHSTONE AT (512) 767-6641 AT LEAST 48 HOURS IN ADVANCE OF THE MEETING. THANK YOU.

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

1. Call meeting to order – Mayor King established a quorum called the meeting to order at 6:00 p.m.
2. Roll Call

Present:

Kara King, Mayor
Andrew Clark, Mayor Pro Tem
Andrea Willott, Councilmember
Kevin Hight, Councilmember

Absent:

Jon Cobb, Councilmember
Courtney Hohl, Councilmember

City Staff:

Julie Oakley, City Manager
Jason Rammel, Deputy City Attorney
Casey Low, Special Counsel
Jo Ann Touchstone, City Secretary
Lanie Marcotte, Parks and Facilities Director
Crystal Cotti, Director of Communications

3. Pledge of Allegiance

4. 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 – The following person spoke: Jennifer Richter.

5. Close Regular Meeting.

6. Open Executive Session - Mayor King called for executive session under section 551.071. Convened to executive session at 6:05 p.m.

a. Discussion and possible action on existing litigation *Cause No. D-1-GN-24-005113 In the District Court of Travis County, Texas 200th Judicial District City of Bee Cave, Texas vs. WS-COS Development, LLC; WS-COS Investments, LLC; and Velocis Bee Cave JV, L.P.* pursuant to Texas Government Code Sec. 551.071 (Consultation with Attorney).

7. Close Executive Session -

8. Open Regular Meeting - Mayor King opened the meeting at 7:47 p.m. No action was taken in executive session.

9. Consider action, if any, on Executive Session – Councilmember Hight moved Councilmember Jon Cobb be isolated from all matters regarding the lawsuit with Velocis et al. Councilmember Willott seconded and the motion passed unanimously.

10. Adjournment – Councilmember Hight moved to adjourn. Mayor Pro Tem Clark seconded and the motion passed unanimously. Meeting adjourned at 7:47 p.m.

Approved this ____ day of _____, 2024

Kara King, Mayor

(Seal)

Jo Ann Touchstone, City Secretary



*City Council Meeting
12/10/2024
Agenda Item Transmittal*

Agenda Item: 6.C.

Agenda Title: Consider Approval of the minutes of the Special Session conducted on November 19, 2024.

Council Action: Consider Approval

Department: City Secretary

Staff Contact: Jo Ann Touchstone, City Secretary

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description

📄 November 19, 2024 Draft Minutes

Type

Backup Material



BEE CAVE
TEXAS

Simply Elevated

MINUTES
Special Meeting

City Council

Tuesday, November 19, 2024

5:30 P.M. 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 JO ANN TOUCHSTONE AT (512) 767-6641 AT LEAST 48 HOURS IN ADVANCE OF THE MEETING. THANK YOU.

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

1. Call meeting to order – Mayor Pro Tem Clark established a quorum and called the meeting to order at 5:30 p.m.
2. Roll Call

Present:

Andrew Clark, Mayor Pro Tem
Courtney Hohl, Councilmember
Andrea Willott, Councilmember

Absent:

Kara King, Mayor
Jon Cobb, Councilmember
Kevin Hight, Councilmember

City Staff:

Julie Oakley, City Manager
Jo Ann Touchstone, City Secretary
Crystal Cotti, Director of Communications
Brian Jones, Chief of Police

3. Discuss and consider action on Ordinance No. 554 - An Ordinance of the City of Bee Cave, Texas Canvassing the Returns and Declaring the Results of the November 5, 2024 Special Election to Amend the Home Rule Charter – Citizen participation: The following person spoke: Carol Killebrew. Councilmember Hohl moved to approve Ordinance No. 554. Mayor Pro Tem Clark seconded and the motion passed unanimously.
4. Adjournment - Councilmember Hohl moved to adjourn. Councilmember Willott seconded and the motion passed unanimously. Meeting adjourned at 5:33p.m.

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.

Approved this ____ day of _____, 2024

Kara King, Mayor

(Seal)

Jo Ann Touchstone, City Secretary



*City Council Meeting
12/10/2024
Agenda Item Transmittal*

Agenda Item: 6.D.

Agenda Title: Consider Approval of an addendum to the Interlocal Agreement for Victim Services Between the City of Bee Cave and the City of Lakeway.

Council Action: Consider approval

Department: Police

Staff Contact: Brian Jones, Police Chief

1. INTRODUCTION/PURPOSE

Consider approval of an addendum to the interlocal agreement for Victim Services between the City of Bee Cave and the City of Lakeway.

2. DESCRIPTION/JUSTIFICATION

a) Background

The cities of Bee Cave and Lakeway have an interlocal agreement in place to share Victim Services.

b) Issues and Analysis

For FY 2024-2025, Bee Cave shall pay their actual percentage for the costs of service as calculated from the prior year's case history. The budgeted cost of service for FY 2024-2025 for both entities is approximately \$209,921. Based on last year's numbers, Bee Cave's portion is estimated to be 18.1%, or \$37,996. This figure is subject to change based on the data from the final quarter.

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
☐ Victim Services Agreement	Backup Material

**INTERLOCAL AGREEMENT FOR VICTIM SERVICES
BETWEEN THE
CITY OF LAKEWAY AND THE CITY OF BEE CAVE
ADDENDUM**

In accordance with **ARTICLE VI Terms and Termination** of the original "Agreement," this addendum will extend the agreement and become effective beginning October 1, 2024, by and between the City of Lakeway, a Home Rule Municipality in Travis County, organized and existing under the laws of the State of Texas ("Lakeway"), and the City of Bee Cave, a Home Rule Municipality in Travis County, organized and existing under the laws of the State of Texas, ("Bee Cave"), (to be collectively referred to herein as the "Parties," and individually as "Party"), and will continue in effect until September 30, 2025.

As compensation for Victim Services provided by Lakeway to Bee Cave, pursuant to the terms of this "Agreement," the Parties agree to the following:


ARTICLE IV COMPENSATION is modified as follows:

- A. The parties agree that Bee Cave will reimburse Lakeway annually within 30 days of receipt of an invoice for a portion of the costs associated with operating the Victim Assistance Program as follows:
 - 1. For FY 2024 - 2025, Bee Cave shall pay their actual percentage for the costs of service as calculated from the prior year's case history. The budgeted cost of service for FY 24-25 is approximately \$209,921. Based on last year's numbers, Bee Cave's portion is estimated to be 18.1%, or \$37,996.

All other terms and conditions of the "Agreement" remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original and of equal force and effect, and have agreed that the Agreement shall be effective when signed by a duly authorized representative of each Party, and on the latest date shown under the signature lines below.

REVIEWED BY: City of Lakeway


By City Manager Joseph Molis

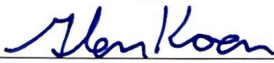
10/23/2024
Date

ATTEST: City of Lakeway



By Mayor Thomas Kilgore

10/23/2024
Date



By Police Chief Glen Koen

10/29/24
Date

ATTEST: City of Bee Cave

By Mayor Kara King

Date

By Police Chief Brian Jones

Date



City Council Meeting
12/10/2024
Agenda Item Transmittal

Agenda Item: 6.E.

Agenda Title: Consider Approval of an addendum to the Interlocal Agreement for Dispatching Services Between the City of Bee Cave and the City of Lakeway.

Council Action: Consider approval

Department: Police

Staff Contact: Brian Jones, Police Chief

1. INTRODUCTION/PURPOSE

The City of Lakeway Police Department has provided dispatch and emergency 911 services to the City of Bee Cave Police Department for several years. This Interlocal Agreement would ensure these services continue for FY 2024-2025.

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

Lakeway provides dispatch services based on a percentage of calls for service and activity by the Bee Cave Police Department. For FY 2024-2025, the City of Bee Cave shall pay their actual percentage of use not to exceed 50% of the total Costs of Service, which is budgeted at approximately \$1,190,344. Bee Cave's portion is estimated not to exceed \$595,172. Based on the ceiling of 50%, the maximum quarterly payments from Bee Cave for FY 2024-2025 are estimated at \$148,793.

Over the last year, Bee Cave has accounted for 47% of dispatching services, whereas 39.8% was used during the previous year.

3. FINANCIAL/BUDGET

Amount Requested	Fund/Account No.
Cert. Obligation	GO Funds

Other source
Addtl tracking info

Grant title

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
📄 Dispatching Services Agreement	Backup Material

**INTERLOCAL AGREEMENT FOR DISPATCHING SERVICES
BETWEEN THE
CITY OF LAKEWAY AND THE CITY OF BEE CAVE
ADDENDUM**

In accordance with **ARTICLE V MISCELLANEOUS PROVISIONS; Terms of Agreement Termination and Renewal**: of the original "Agreement", this addendum will extend the agreement and become effective beginning October 1, 2024, by and between the City of Lakeway, a Home Rule Municipality in Travis County, organized and existing under the laws of the State of Texas ("Lakeway"), and the City of Bee Cave, a Home Rule Municipality in Travis County, organized and existing under the laws of the State of Texas, ("Bee Cave"), (to be collectively referred to herein as the "Parties," and individually as "Party"), and will continue in effect until September 30, 2025.

As compensation for the Dispatching Services provided by Lakeway to Bee Cave, pursuant to the terms of this "Agreement", the Parties agree to the following:

ARTICLE IV COMPENSATION is modified as follows:

- A. The parties agree that Bee Cave will reimburse Lakeway quarterly within 30 days of receipt of an invoice for a portion of the costs associated with operating the Lakeway Dispatch Center as follows:
 - 1. For FY 2024 - 2025, Bee Cave shall pay their actual percentage of use not to exceed 50% of the Costs of Service which is budgeted at approximately \$1,190,344; Bee Cave's portion is estimated not to exceed \$595,172. Based on the ceiling of 50%, the maximum quarterly payments from Bee Cave for FY 2024-2025 could be estimated at \$148,793. This may fluctuate if the quarterly use is less than 50%.

All other terms and conditions of the "Agreement" remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original and of equal force and effect, and have agreed that the Agreement shall be effective when signed by a duly authorized representative of each Party, and on the latest date shown under the signature lines below.

REVIEWED BY: City of Lakeway

By Finance Director Aaron Daigle

Date

By City Manager Joseph Molis

Date

ATTEST: City of Lakeway

By Mayor Thomas Kilgore Date _____

By Police Chief Glen Koen Date _____

ATTEST: City of Bee Cave

By Mayor Kara King Date _____

By Police Chief Brian Jones Date _____



*City Council Meeting
12/10/2024
Agenda Item Transmittal*

Agenda Item: 7.

Agenda Title: **Discuss and Consider Issuance of Request for Proposals for Financial Advisory Services for the City of Bee Cave, Texas.**

Council Action: **Discuss and Consider Action**

Department: **Finance**

Staff Contact: **Administration**

1. INTRODUCTION/PURPOSE

The purpose of this agenda item is for the City Council to Discuss and Consider Issuance of Request for Proposals for Financial Advisory Services for the City of Bee Cave, Texas.

2. DESCRIPTION/JUSTIFICATION

a) Background

The City has been using the same primary financial advisor for quite some time for assistance with debt issuance. Council may want to consider authorizing staff to publish a Request for Proposal for this service.

b) Issues and Analysis

Staff prepared a draft document Request for Proposal for review. There are a number of service providers in central Texas that will likely want to participate and compete for this award given the City's fiscal condition including the upcoming potential future capital projects.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

N/A

5. RECOMMENDATION

None

ATTACHMENTS:

Description	Type
📎 Bee Cave Financial Advisor RFP	Backup Material



BEE CAVE
TEXAS

Simply Elevated

Request for Proposals
for
Financial Advisory Services
City of Bee Cave, Texas

December 2024

City of Bee Cave
4000 Galleria Parkway
Bee Cave, Texas 78738

RFP Release Date
RFP Due Date

December 11, 2024
January 3, 2025

Overview

The City of Bee Cave (“City”) seeks proposals from firms (“*Financial Advisors*”) interested in being a strategic partner with the City with the qualifications and experience required to provide objective, independent municipal financial advisory services to the City. The City reserves the right to accept or reject any or all proposals for any reason it finds to be in the best interest of the City.

Background

Bee Cave is located in southwest Travis County approximately 17 miles from Austin, Texas. Bee Cave has high-quality, livable suburban and semi-rural settings, offering greater choice among neighborhood subdivisions. The City of Bee Cave has a population of approximately 9,150 people as of the 2020 census and was incorporated in 1987 as a Type A General Law City. Bee Cave became a Home Rule City in 2013 and operates under a Council-Manager form of government. The City Council consists of a mayor and five council members elected at large to staggered, two-year terms. Annually, the City Council selects one of its members to serve as Mayor Pro Tem.

The City’s Fiscal Year 2025 Adopted Budget includes revenue totaling approximately \$13.2 million. The City maintains various reserves and has a robust Capital Improvement Plan consisting of road and infrastructure projects, a new library, parks improvements, and a new public safety facility. The City has great opportunities to drive investment and take a significant step forward in improving parks, streets, and city facilities.

Scope of Work

In preparing a response to this Request for Proposal (“RFP”), the Financial Advisor shall address the following specific components that should be included in the scope of work. The final scope of work will be coordinated with the City staff and the selected Financial Advisor.

1. Services to be performed by the Financial Advisor:
 - a. Advise and assist in the development of short-term and long-range debt issuance and financing plans, particularly with respect to its capital improvement program and developing alternative strategies for meeting those needs
 - b. Present alternative strategies for managing the City’s current and future debt to achieve the best value for taxpayers
 - c. Review, analyze, and model complex business plans and development proposals
 - d. Perform tax abatement analysis, review, recommendations, and preparation of associated documents
 - e. Provide guidance on potential economic development programs and activities
 - f. Advise the City of current bond market conditions as requested
 - g. Recommend method of sale of debt instruments
 - h. Advise publications of forthcoming sales
 - i. Arrange for reports from independent consultants as requested
 - j. Recommend and identify proper plans to market the City to rating agencies, and coordinate preparation and submission of information to rating agencies
 - k. Coordinate efforts for delivery of debt instruments and preparation and verification of closing figures

- l. Maintain liaison with Bond Counsel in items including, but not limited to, questions pertaining to financial debt and preparation of all legal documents
 - m. Coordinate the selection of paying agent/registrar where required
 - n. Deliver schedule of annual debt requirements on debt instruments
 - o. Update continuing disclosure requirements
 - p. Attend City Council or committee meetings as requested
 - q. Advise the City regarding changes in Federal and State laws and regulations
 - r. Review and preparation of bond proposals and official statements
 - s. Advise and assist in exercising any call and/or refunding
 - t. Make recommendations on matters of credit enhancement
 - u. Advise and assist with arbitrage and rebate reporting and audits as required
2. Timeline Requirements
- a. The selected firm shall begin financial advisory services for the City upon Council approval of a professional services agreement.
 - b. The selected Financial Advisor will meet or respond to requests as needed to discuss issues, concerns and recommendations.
 - c. The selected Financial Advisor will provide updates to the City as requested.
3. Other Considerations
- a. All work papers, reports, and records relating to the work performed under the Professional Services Agreement will be property of the City of Bee Cave and will be delivered to the City if requested or as needed.
 - b. Fees for services rendered.
 - c. The expected term of the agreement is three to five years.

Proposal Content

Proposal responses must adhere to the requirements outlined in this section. The original proposal and each subsequent copy must be submitted on paper, properly bound, and appropriately labeled in the following order:

1. **Introduction:** Provide a cover letter and introduction including the name and address of the organization with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to make representations for the organization. An Executive Summary shall be provided with an overview of the proposal, its highlights, and the approach to financial advisory services.
2. **Scope of Work and Schedule:** Discuss each task outlined in the “*Scope of Work*” section above.
3. **Experience and Qualifications:**
Describe the firm’s resources, experience and capabilities as follows:
 - a. Provide an outline of the firm's background, qualifications, and ability to perform the scope of services required. Please provide a brief description of the firm, including its history, size, location, geographic focus, and structure of ownership.
 - b. Provide a list of other municipal government clients with which the firm is presently under contract, including recent financings or bond issuances, the services provided,
 - c. and the cost.
 - d. Please provide your experience in participating in community engagement tasks related to public finance.
 - e. Description of the firm’s financial position, reputation, and risk management relevant to providing municipal financial advisory services. Please include if the firm has an underwriting function.

- f. Provide a list and/or organizational chart to identify the person(s) who will be primarily responsible for contact with the City.
 - g. Identify all key personnel, their role in the services to be provided, relevant qualifications and experience, and their level of effort toward completing all needed tasks.
 - h. Provide a brief outline of the firm's current workload, staffing and ability to perform the scope of services described in this RFP.
4. **References:** Identify a minimum of three (3) municipal references of comparable cities for which services have been and are currently provided. Each reference should include the name of the agency, primary point of contact, phone number, and description of work performed.
 5. **Fee Proposal:** The fee proposal should include the basis of compensation for services rendered. If hourly, provide a schedule of rates for personnel proposed to be involved. If fixed, include the amount for the services. If transaction based, indicate the rate structure. If other types of compensation are proposed, provide enough information to enable evaluation of the cost for the specified services. Please specify what costs, if any, are to be reimbursed.
 6. **Additional Data:** Proposals may include any other information the Financial Advisor deems essential to the evaluation of the qualifications and proposal statement. In reviewing this RFP, the Financial Advisor may include any additional items that are deemed necessary for evaluation that are not required or previously identified in this RFP.

Proposal Submittal

To be eligible for consideration under this request, one (1) electronic copy and three (3) printed copies of each proposal must be submitted by 12:00 p.m. local time on Friday, January 3rd, 2025, to the address below. Proposals received after 12:00 p.m. on Friday, January 3rd, 2025, will not be accepted.

One (1) electronic copy of this proposal sent to: jtouchstone@beecavetexas.gov

Three (3) written proposals must be delivered by mail, express mail or in person to:

JoAnn Touchstone, City Secretary
City of Bee Cave
4000 Galleria Parkway
Bee Cave, Texas 78738

Proposals received after the due date will not be considered. Questions regarding this RFP, or the services requested, will be accepted via e-mail on or before 12:00 p.m. Thursday, December 19th, 2024. Such questions shall be for clarification purposes only. Any changes, if any, will only be transmitted by written addendum and posted on the City's website. Addendums and answers to submitted questions will also be available on the City's website.

Questions regarding the RFP must be submitted via e-mail to:

Travis Askey, Director of Finance taskey@beecavetexas.gov

Questions regarding this proposal must not be directed to Bee Cave City Council members or other City staff.

Review and Selection Procedure

City staff will evaluate each proposal and may make a recommendation to the City Council to select a Financial Advisor at the January 14th, 2025, City Council Meeting. However, this schedule may be shifted at the City's discretion, if needed. The following evaluation criteria will be used in the recommendation for the selection of a Financial Advisor:

1. Experience with similar efforts, especially short-term and long-range financial planning.
2. Commitment of professional staff to the city and relevant qualifications of key personnel.
3. Quality of comments and feedback from references on past performance.
4. Familiarity with applicable local, State and Federal laws.
5. Knowledge of local issues in the City of Bee Cave and the surrounding region.
6. Fees for services.
7. Overall responsiveness to this RFP.

The City may choose two or more firms for oral presentations. Each firm will give a presentation summarizing their qualifications and their approach to the engagement. The presentation will be followed by a question and answer period. The individuals that will be assigned as the contacts for the agreement will be expected to make the oral presentation.

Please note that the ability of the Advisor to complete the scope of services according to all the stated selection criteria will be considered. The lowest cost proposal will not necessarily be selected, and the City of Bee Cave reserves the right to reject any and all proposals received. Final selection may be based on the proposal as well as any supplemental information obtained through interviews. The City will award a contract under this RFP, if at all, to the Financial Advisor that provides the services at the best value for the municipality.

Insurance Requirements:

For the duration of the contract, the selected Financial Advisor must maintain Commercial General Liability insurance with limits of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, Professional Liability Insurance with limits of not less than \$2,000,000 per occurrence if available to a professional engaged in the Financial Advisor's regular course of business, Automobile Liability insurance with a minimum limit of \$2,000,000 per accident, and Workers Compensation Insurance as required by the State of Texas.

The selected Financial Advisor shall maintain liability insurance at an amount of not less than \$2,000,000 per occurrence, naming the City as an additional insured, covering any unauthorized disclosure of arising from or related to Financial Advisor's services.

The City reserves the right to establish that these insurance requirements are met and complied with prior to any contractual agreement is entered into. The cost of such insurance is the selected Financial Advisor's. Failure to comply could result in non-award of the contract.



*City Council Meeting
12/10/2024
Agenda Item Transmittal*

Agenda Item: 8.

Agenda Title: Discuss and consider action on update from the Capital Improvement Projects (CIP) Subcommittee.

Council Action:

Department: Administration

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

1. INTRODUCTION/PURPOSE

The purpose of this item is to review the items discussed in the most recent Capital Improvement Plan (CIP) Subcommittee meeting and consider recommendations from the subcommittee.

2. DESCRIPTION/JUSTIFICATION

a) Background

The CIP Subcommittee meeting was held on Thursday, December 5, 2024, to discuss and review an overall status update on the following CIP projects: Bee Cave Public Safety Building, Bee Cave Public Library, and Bee Cave Central Park.

b) Issues and Analysis

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION



*City Council Meeting
12/10/2024
Agenda Item Transmittal*

Agenda Item: 9.
Agenda Title: Discuss and review updating the Comprehensive Plan.
Council Action:
Department: Administration
Staff Contact: Carly Pearson, Director of Planning and Development

1. INTRODUCTION/PURPOSE

The Director of Planning and Development will provide a presentation to City Council.

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

City staff will present information regarding the City's current Comprehensive Plan and solicit feedback from City Council on potential updates.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION



*City Council Meeting
12/10/2024
Agenda Item Transmittal*

Agenda Item: 10.

Agenda Title: Discuss and consider action on Ordinance No. 555 amending the city's Ethics Ordinance.

Council Action:

Department: City Attorney

Staff Contact: Ryan Henry, City Attorney

1. INTRODUCTION/PURPOSE

The purpose of this item is to discuss, review, and consider action on a draft of proposed changes to Article 2.04.001 of the City's Code of Ordinances, regarding the code of ethics.

2. DESCRIPTION/JUSTIFICATION

a) Background

The current ethics ordinance was adopted in 2005. However, during the Regular Meeting on November 8, 2022, action was taken to authorize the Law Office of Ryan Henry to begin preparing an updated/revised code.

b) Issues and Analysis

Attached is the current proposed draft for Council to review and provide direction.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description

Type

▣ Ordinance No. 555 - Draft

Ordinance

DRAFT

ORDINANCE NO. 555

AN ORDINANCE REPEALING ORDINANCE NO. 05-09-27-E, AMENDING § 2.04 AND ADOPTING A NEW CODE OF ETHICS UNDER CHAPTER 2 ARTICLE 4 OF THE BEE CAVE CODE OF ORDINANCES, PROVIDING FOR SEVERABILITY, AND PENALTIES.

WHEREAS, the City of Bee Cave is a home-rule municipality located within Travis County, Texas; and

WHEREAS, the City of Bee Cave City Council finds the amendments are proper clarifications of the regulations and allow for better enforcement of the conduct against city officials and employees; and

WHEREAS, city officials and employees shall be aware of the public perception held by their office or position and these amendments further support developing that perception; and

WHEREAS, the Bee Cave City Council, in compliance with the laws of the State of Texas and the city's municipal code in the exercise of its legislative discretion, has determined it is appropriate, for good government and for the welfare and benefit of the public to amend the code.

I.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS that Ordinance **05-09-27-E** codified as **Chapter 2, Article 04 of the Bee Cave Code of Ordinances** is repealed, and Chapter 2, Article 2.04. Code of Ethics is hereby adopted and shall read as follows:

Chapter 2

Article 2.04 – CODE OF ETHICS

~~§ 2.04.001. Adopted. The Code of Ethics dated September 27, 2005 attached to Ordinance No. 05-09-27-E and incorporated herein for all purposes is hereby enacted and shall replace the document entitled "VOBC—Do the Right Thing" dated August 11, 1998. Editor's note The document referred to in this section is not published herein, but is specifically saved from repeal and maintained on file in the office of the city secretary. (Ordinance 05-09-27-E adopted 9/27/05)~~

Sec. 2.04.001 Code of Ethics and Conduct- Purpose and Definitions.

a) Statement of Purpose.

1. The citizens and businesses of the City of Bee Cave are entitled to have fair, ethical and accountable local government that earns the public's full confidence for integrity. The purpose of the Code of Ethics is to establish guidelines for ethical standards of conduct.
 2. The purpose of this Code of Ethics is to apply to elected and appointed officials and to city employees. However, the city manager retains authority to supervise, discipline, and instruct the actions of all city employees designated as answering to him/her under the charter, ordinances, and organizational structure of the city. The city council enforces this code of ethics against elected and appointed officials and the city manager. The city manager enforces this Code of Ethics against city employees.¹
- b) **Definitions.** The following words, terms, and phrases, when used in this Code, shall have the meanings subscribed to them below.

Business. A corporation, partnership, association, sole proprietorship, firm, holding company, joint stock company, receivership, trust or any other for profit or non-profit entity, company, or association.

City council. The legislative and governing body of the City of Bee Cave consisting of the mayor and city council members.

City official. Any member of the city council and any appointed member of a board, commission, or committee set up by ordinance, charter, state law or otherwise, on a temporary or permanent basis. The term also includes the city manager and the city attorney. This definition expressly excludes any municipal court judge as such official's conduct is regulated by the Texas Commission on Judicial Conduct.

Confidential Information. Any information obtained by a city official or employee because of their position with the city and that is not available to the public under the Texas Public Information Act. Such information also includes any discussions which occur in executive session.

Former city official. Any person who has previously been a member of the city council and any appointed member of a board, commission, or committee set up by ordinance, charter, state law or otherwise, on a temporary or permanent basis, but no longer serves in such position.

Employee. Any person employed by the City of Bee Cave on a full-time or part-time basis.

Ethics Code. This term shall mean the code of ethics and conduct identified in Chapter 2, Article 04 of the Bee Cave Code of Ordinance and any other code provision designating itself as an ethical code.

¹ *Official Comment:* City employees are generally governed by the city's adopted personnel policy manual as well as department specific rules and regulations. While the city council reserves the authority to create all policies and procedures for the city, implementation and enforcement of those policies and procedures are left to the discretion of the city manager.

Former employee. Any person who has formally been employed by the City of Bee Cave, on a full-time or part-time basis.

Recuse. The terms “recuse”, and “recusal” includes but is not limited to a person not deliberating or voting from the dais or otherwise making a substantive decision on any subject matter the person is in conflict with from the time the conflict occurs or is recognized. The person must refrain from attempting to influence the deliberating body while the body is deliberating on the subject matter or otherwise influencing the decision maker involved in deciding on any conflicted subject matter. The person being recused may provide a factual rendition or an opinion of personal experience, in writing, to the city secretary prior to any deliberation by the deliberating body, should the person wish to provide any comments on the recusal. Such rendition does not violate this code regarding recusal.

Undue influence. This term includes when a person or persons intentionally or knowingly exercise a level of control over another that the person's assertion of control becomes the dominant decision maker, subverting or overpowering the mind or will of the person over which the influence is being exerted.

Sec. 2.05 Standards of Conduct

- a) **Conduct of Public Meetings.** City officials have an obligation to not interfere with the orderly conduct of meetings.²
- b) **Comply with the law.** City officials shall comply with mandatory requirements of the United States and Texas constitutions, laws and statutes pertaining to conflicts of interest, financial disclosures, employer responsibilities, open processes of government, and the city charter.
- c) **Information contained on personal devices or electronic accounts.** City officials are prohibited from intentionally or knowingly deleting, altering, or hiding public information (i.e., information related to city business). This includes information that is sent or received on a personal device or electronic account without the city also having a copy of such information. Individuals who have public information stored on their personal devices or electronic accounts must save such information or forward such information to the city's officer for public information.
- d) **City Assigned Accounts.** City officials shall utilize city assigned accounts, such as email accounts, when conducting any city business.

²*Official Comment:* This provision is meant to primarily prohibit disruption during public meetings and requires city officials to express their positions in constructive ways. City officials are still allowed to express emotions and advance arguments for or against an item on the agenda. However, they cannot become so extreme as to disrupt the meeting. While the presiding officer of the meeting retains the ability to have a disruptive person removed from the meeting, no penalty exists other than removal. This provision allows the council to penalize a disruptive member and especially if the member is disruptive at multiple meetings. This provision also allows the council to consider the justification a city official may have for missing or being late to a meeting.

- e) **Executive Session.** All discussions of a city council, board, or commission which occur in executive session are considered confidential. No city official or employee shall disclose the discussion which occurred in executive session unless such is made to another member of the body, the city council, the city manager, or city attorney.
- f) **Conflicts of interest, disclosure, and recusal**
1. **State Conflicts of Interest.**³ All of the below subsections are a conflict of interest for purposes of this chapter:
 - a. Acts which could constitute a violation of Chapter 171 of the Texas Local Government Code which requires city council members and city officials to file an affidavit disclosing a substantial interest, as that term is defined in Chapter 171, in a business or property that would be beneficially affected by a decision of the city council.
 - b. Acts which could constitute a violation of Chapter 176 of the Texas Local Government Code, which requires city council members and the mayor to file a conflict of interest disclosure statement disclosing any business relationship with a person or commercial or non-profit business doing business with the city or being considered by the city for a business relationship and meets the other requirements of Chapter 176.
 - c. Acts which could constitute a violation of Chapter 553 of the Texas Government Code, which requires the filing of an affidavit before the date the city will acquire a property in which city officials or employees have a legal or equitable interest.
 2. **City conflicts of interest:** In addition to any state law conflict of interest and disclosure statutes, a city official shall not take any action that he or she knows is likely to directly affect, in a beneficial way, the economic interests of:
 - a. The city official;
 - b. His or her parent, child, spouse, or other family member within the third degree of affinity or within the third degree of consanguinity;
 - c. His or her outside client;
 - d. A member of his or her household; or
 - e. Any outside employer of the city official or employee or of his or her parent, child, spouse, or member of the household.

³ *Official Comment:* Subsections (a)-(c) incorporate the state law provisions on conflicts of interest. However, without this incorporation the city council has no ability to enforce these provisions as a violation of this chapter. This also applies the state law provisions to all city officials, not simply the ones designated by the state law. So, it is more expansive.

Official Comment: This subsection adds a requirement for disclosure and abstaining from actions which create a direct economic benefit to the city official, even if no direct payment is made to the city official.

3. **Recusal and Disclosure.**⁴ Should a conflict arise, the city official who is in conflict shall recuse him or herself from the time that the conflict is or should have been recognized. Further the city official shall:
- a. Immediately refrain from further participation in the matter, including discussions with persons likely to consider or participate in the matter.
 - b. File the appropriate form with the city secretary's office within three business days disclosing the nature and extent of the prohibited conflict.
 - c. Promptly bring the conflict to the attention of the presiding officer of the body or the mayor, who may reassign responsibility for handling the matter to another person, if the city official has been tasked with any duties prior to the disclosure.
 - d. Promptly disclose the conflict to other members of the council, board, commission, or committee in which he or she serves and shall not be present during the discussion of, or voting on, the matter. If the conflict involves the city manager, the city manager shall promptly inform the mayor and the city council of any conflict.
 - e. Not participate in the discussion of, or voting on, the matter from the dais.
 - f. This article does not relieve a city official from complying with any other obligations required by federal or state law or other articles in the city's Code of Ordinances.
 - g. A city official may discuss the matter over which they have declared a conflict as part of the process to transition the matter to another official for handling in their place.⁵
 - h. A city official, after making the disclosure of a conflict of interest, may submit a written explanation to the city secretary, with any further explanation of the circumstances surrounding the conflict and may request a waiver of conflict allowed by this chapter.

⁴ *Official Comment:* This subsection is meant to allow the city to still utilize or take action on requests from the public, business owners, and vendors, or perform other city actions even if a conflict of interest may exist regarding one of its council, board, committee, or commission members. To still utilize or take action, the conflicted member must disclose the conflict and refrain from substantially influencing the decision in front of the decision makers. If the city takes action and is not aware of the conflict at the time, the city will have the option to reverse the action (in most cases) but, at a minimum, could take action against the conflicted member who did not disclose the conflict. For example, assume a council member works as a receptionist for an engineering firm. The city puts out a bid for engineering services to help fix a road and the council member's firm wishes to submit a bid. As a receptionist, the council member has no control over the operations of the engineering firm. If the council member discloses the conflict and refrains from voting on or deliberating on the bid award, the city can still award the bid to the firm as long as the other conditions of the bid are met. This type of arrangements is normally in the city's best interest, and no one is misled about the reasons as the disclosure occurred up front.

⁵ *Official Comment:* This subsection applies only when the city official has some form of administrative duties assigned to them as part of their position and must hand off such duties. A common example would be a presiding chair of a board or commission who has been tasked with creating or reviewing agendas. Such administrative tasks must be reassigned to another city official for handling when the tasks are related to a conflicted subject matter.

4. **Waiver of Conflicts.**⁶ The city council or the board, committee, or commission on which the city official serves may waive a conflict of interest under subsection §2.005(i)(2) (i.e. City Conflict of Interest) if the council, board, committee or commission believes waiver is in the best interest of the city. Such a waiver can occur only if the city official with the conflict properly files the appropriate disclosure form with the city secretary's office. The council, board, committee or commission may only waive a conflict of interest for **City Conflicts of Interest** (§2.005(9)(ii)) and may not waive any other violation of this chapter or any violation of state law.
5. **Disclosure Form.** A city official disclosing a conflict of interest shall utilize the form approved by the city secretary's office. The city secretary's office is authorized to create any additional forms required for the enforcement of this chapter. The city secretary must have such forms available to any city official who requires them.

g) **City Information.**

1. A city official or city employee shall not use his or her position to obtain official information about any person or entity for any purpose other than the performance of official duties.
2. A city official or employee shall not intentionally, knowingly, or recklessly disclose any confidential information gained by reason of said official or employee's position concerning the property, records, operations, policies, litigation, or affairs of the city, including those items discussed in closed or executive session. This rule does not prohibit any reporting of illegal or unethical conduct to authorities because of a court order or when required to disclose the information under the law.
3. City officials and employees shall respect the confidentiality of information concerning city property, personnel, or proceedings, of the city. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their or any other person's personal interests.

h) **Use of public resources.** A city official or employee shall not use, request, or permit the use of city resources, facilities, equipment, supplies or staff time for private gain or personal purposes (including political purposes), except:

1. For a public purpose that is directly related to the governmental responsibilities of the city; or,
2. When those resources are lawfully available to the public.

⁶ **Official Comment:** There are certain conflicts which are entirely appropriate to waive, especially when the conflict is with a sole source or other limited provider. To waive the conflict, the waiver must be a public vote, so no one can say any decisions were made without full disclosure. But the boards/commissions/council need the ability to provide the waiver in appropriate circumstances. However, they can only waive conflicts under the ordinance and cannot waive state law conflicts of interest.

i) **Representation of private interests.**

- a) **With Compensation:** A city official shall not represent for compensation any person, group, or entity, other than himself or herself, or his or her spouse or minor children, before the city boards, commissions, and committees. For the purposes of this subsection, the term compensation means money or any other thing of value that is received, or is to be received, in return for or in connection with such representation.
- b) **Without Compensation:** A city official shall not represent any person, group, or entity, regardless of whether compensation is provided, before the city boards, commissions, and committees as a principal spokesman for such person, group, or entity. The city official may represent himself or herself, or his or her spouse or minor children, as long as such representation is specific to the official, his or her family, or property. While a city official may sign petitions and count, as a citizen, for purposes of counting community input, city officials must avoid the appearance their position provides insider knowledge or treatment. As a result, a city official cannot be a spokesperson or principal advocate before the city for another person or associated group or entity with a common purpose.⁷

j) **Representation in litigation adverse to the city.**

1. City officials or employees shall not represent any person, group, or entity, other than himself or herself, or his or her spouse or minor children, in any litigation to which the city is a party, if the interests of that person, group, or entity are averse to those of the city.
2. City officials or employees shall not aide any person, group, or entity, other than himself or herself, or his or her spouse or minor children, in any litigation where the city is a party and the interests of that person, group or entity are adverse to those of the city.
3. A person who is classified as a city official only because he or she is an appointed member of a board, commission, or committee shall not represent any person, group, or entity, other than himself or herself, or his or her spouse or minor children, in any litigation to which the city is a party, if the interests of that person, group, or entity are adverse to the interests of the city and the matter is substantially related to the official's duties to the city.

k) **Former city officials and employees.**

1. Former city officials or employees shall not use or disclose confidential government information acquired during service as a city official or employee. This rule does not prohibit any disclosure that is no longer confidential by law,

⁷ *Official Comment:* This provision does not prohibit a city official from applying for such requests as a variance for their own property or the property of their children. The provision is intended to address situations where a person or group have an agenda or perspective regarding city operations and are advancing that agenda in front of the city. For example, assume several citizens get together and advocate for a new dog park within the city. The group petitions for a new dog park and request the city pass regulations allowing dogs to be off leash. The group wishes a dog park to be located on city property which does not allow the use under the zoning code but allows a special exception. The vice-chair of the P&Z is an advocate for the dog park and supports the group. While the vice-chair can provide financial and signatory support, the vice-chair cannot be the group's spoke person when appearing before council, the P&Z, or any other boards or commissions which could hear issues regarding the dog park.

or the confidential reporting of illegal or unethical conduct to authorities designated by law.

2. Former city officials or employees shall not represent for compensation any person, private group, or private entity, other than himself or herself, or his or her spouse or minor children, before the city for a period of two years after the resignation or termination of his or her official duties.⁸ For purposes of this subsection, the term compensation means money or any other thing of value that is received, or is to be received, in return for or in connection with such representation. Such includes but is not limited to such former city official not representing any person, group, or entity:
 - a. before that board, commission, or committee in which he or she served;
 - b. before city staff having responsibility for making recommendations to, or taking any action on behalf of, that board, commission, or committee, unless the board, commission, or committee is only advisory in nature; or
 - c. before a board, commission, or committee which has appellate jurisdiction over the board, commission, or committee of which the former city official was a member, if any issue relates to his or her former duties.

- 1) **Policy role of city officials and employees.** Except as provided by city charter or ordinance, city officials shall not interfere with the administrative functions of the city or the performance of an employees' official duties; nor shall they impair employees' ability to implement city council policy decisions.

Sec. 2.06 Implementation.

As an expression of the standards of conduct for city officials and employees expected by the city, this code is intended to be self-enforcing. It therefore becomes most effective when city officials and employees are thoroughly familiar with it and embrace its provisions. Ethical standards shall be included in the regular orientations for candidates for city council, applicants to boards, commissions, and committees and newly elected and appointed officials and new city employees. entering office or beginning employment, including those appointed to boards, commissions and committees shall sign a statement affirming they have read and

⁸ *Official Comment:* This section is meant to address the situation where a city official uses their knowledge of the city to convince others to pay the Official to handle a matter for them in front of the city. For example, if a council member, familiar with city operations, is paid by a local property owner, to help him apply for and receive a variance in front of the board of adjustment, such would be a violation of this provision. One of the main intents is to prevent city officials from using the fact they work for the city to be used to convince members of the public they will have a better change with handling their requests if they hire and pay the official. This provision is tied to compensation. So, a city official is not in violation, if they represent themselves or family members to obtain variances or help their neighbor, free of charge. However, a time period is placed upon the prohibition because the city recognizes that staff, procedures, and laws change. The more time that passes the less likely the public will be misled by any improper representations by a former city official.

understood the code of ethics. In addition, the code of ethics shall be reviewed no less than every five years, to determine if amendments are needed or desired.

Sec. 2.08 Enforcement Structure

- a) **Authority.** The city council has the authority to investigate written complaints of alleged violations of the code of ethics by a member of the city council. The city council further has such authority regarding a member of a city-appointed board, commission or committee. The city council may adopt reasonable rules and regulations for handling complaints against members of the city council and all other city officials which are not inconsistent with the city charter or this chapter. In individual circumstances, the city council may appoint an ethics commission to hear specific written complaints and make recommendations to the city council. The city manager has the authority and duty to investigate written complaints against city employees alleged to have violated this chapter.
- b) **Ethics compliance officer.**
1. **Designation.** The city attorney or his attorney designee, shall serve as the ethics compliance officer for the city. The ethics compliance officer shall function as legal counsel to the city council and any ethics commissions created by the city council on matters related to enforcement of this chapter. As legal counsel the ethics compliance officer shall not represent any person or party in any proceeding before the city council or any ethics commission in relation to a complaint or investigation.
 2. **Authority and Duty.** The ethics compliance officer shall also have the duty to review alleged ethics complaints to ensure the written complaint meets the required form as stated in this chapter prior to the submission to the city council or any ethics commission. In reviewing alleged ethics complaints, the ethics compliance officer shall not determine the truth of the factual matters alleged but shall determine whether the facts alleged could constitute a violation under the code of ethics and conduct, if proven true. Should the ethics compliance officer determine that the facts alleged would not constitute a violation of the code, even if true, the complaint shall be dismissed by the ethics compliance officer. If the ethics compliance officer determines the complaint meets the minimum form requirements and could constitute an ethics violation if proven true, the ethics compliance officer shall forward such complaint to the city manager, city secretary and city council.
 3. **Notice of Defects in Form.** If the ethics compliance officer determines an alleged complaint is defective in form, the complainant must be advised of the defect and given a reasonable opportunity to correct any defects in the form of the complaint, but no longer than ten (10) business days. Should the complainant refuse to correct or fail to correct any defects in form, the ethics compliance officer shall dismiss the complaint as non-compliant. Should the ethics compliance office determine the complaint is against an employee under the city manager's control, the ethics compliance officer shall forward the complaint to the city manager's office and dismiss the complaint filed with the city council or ethics commission.

4. Appointment of independent outside attorney. Should a conflict arise with the city attorney, or the city attorney or city council determines he or she cannot perform the duties required of the ethics compliance officer regarding a specific complaint, the city attorney, with the city manager's approval, or city manager may appoint an independent outside attorney, to serve as the ethics compliance officer for a particular complaint, investigation, or scenario. Such independent outside attorney shall have the same duties and authority of the ethics compliance officer and shall be entitled to reasonable compensation as determined by the city manager for the duties performed. Should the city manager not be able or willing to consent or make an appointment of an independent outside attorney, then such appointment shall be made by the mayor.

c) **Written Ethics Complaint.**

1. **Form.** A complaint filed under this chapter shall be submitted on the form adopted by the city secretary's office.
2. **Completed Form Required.** A person reporting a suspected ethics violation must fill out the form completely and submit the form to the city secretary's office.
3. **Minimum Requirements of Form.** A complaint shall contain the following minimum requirements:
 - a. The name, mailing address, and telephone number of the person submitting the complaint;
 - b. The name of the person(s) whom is/are alleged to have committed a violation of the code of ethics and their position and/or title held or formerly held;
 - c. Identify the specific code of ethics provision alleged to have been violated;
 - d. The date(s) of the acts constituting the alleged ethics violation(s); including the facts supporting specific provision(s) of the ethics code that are alleged to have been violated;
 - e. The ethics complaint form is sworn to before a notary public or other person authorized by law to administer oaths under penalty of perjury.
4. **Additional Form Requirements Permitted.** The city secretary may adopt additional requirements for the complaint form as deemed necessary but may not reduce the requirements established by this section of the Code.
5. **Limitations Period:** No ethics complaint will be considered if the actions of the city official or employee occurred more than one (1) year prior to the date of the filing of the complaint. The termination, resignation, or forfeiture of a member of the city council, any member of a city-appointed board, council, commission or committee, or an employee does not affect the authority of the city council or city manager to investigate and act upon any alleged violations occurring prior to the date of said termination, resignation, or forfeiture.

- d) **Intake of Complaint.** All completed written complaints must be filed with the city secretary's office. If the city secretary's office receives a completed ethics complaint form regarding the conduct of a city official, the city manager, or his or her designee, or a city employee, the City Secretary shall forward the complaint to the ethics compliance officer for review within ten (10) business days of receipt. A complaint shall not be forwarded to the city council or any board or commission or member of any board or commission until the complaint has been reviewed by the ethics compliance officer. If the complaint is against the ethics compliance officer, the complaint shall be forwarded to the city manager, who shall appoint an independent ethics compliance officer.
1. The ethics compliance officer shall review the complaint under the standards set forth in this chapter.
 2. If the ethics compliance officer determines a complaint is defective in form, the officer shall give the complainant the opportunity to correct the complaint under the requirements of this chapter. The complainant shall have a minimum of five (5) business days to submit any corrections.
 3. If the ethics compliance officer determines a complaint does not allege a violation of the ethics code by a city official the ethics compliance officer shall dismiss the complaint for non-compliance. A complaint dismissed for non-compliance shall be forwarded to the complainant, the city manager, and the city official or employee who was alleged to have violated the Code of Ethics along with the ethic's compliance officer's written dismissal determination.
 4. If the ethics compliance officer determines a complaint meets the minimum requirements for a complaint and does allege a violation of the ethics code if the factual allegations are proven to be true, the ethics compliance officer shall forward to the city manager, city secretary and city council the complaint along with the officer's written determination that the complaint meets the minimum requirements for a complaint. The ethics compliance officer shall also notify the complainant and city official accused of violating the Ethics Code the complaint has been forwarded to the city council.
 5. All complaints are confidential until such time as they are either dismissed, or a public hearing occurs regarding the complaint.
- e) **Frivolous Complaints:** No person may file a frivolous complaint against a city official or entice or facilitate the filing of a frivolous complaint by another person. Such determination applies to complaints considered by the city council as well as complaints dismissed by the ethics compliance officer for failing to meet the minimum requirements of this charter. If a complaint is determined to be frivolous the city council can impose a penalty on the complainant, including, but not limited to the costs incurred by the city related to the complaint. The city council may adopt by ordinance rules of procedures and substance regarding penalties. The city council is authorized to determine if a complaint is frivolous and if the complainant acted intentionally, knowingly or recklessly when filing or enticing to file. If a complaint is determined to be frivolous, the complaint shall be dismissed, and the complaining person shall be sanctioned by any means allowed by this chapter. Such sanction shall include holding the complainant responsible for the reasonable administrative costs of handling the complaint, including but not limited to any attorney's

fees or investigator fees incurred by the city because of the complaint. A frivolous complaint is one which is:

1. groundless,
2. is filed with apparent disregard for the merits of the underlying facts,
3. is filed without reasonable inquiry,
4. is filed primarily to inflict political harm on the city or the official, or
5. is filed for the purpose of harassment, intimidation, or to assert an undue influence over any city official or employee.

Sec. 2.09 Notice and Investigation – City Officials Only

- a) If a complaint is filed against a city official, the ethics compliance officer must first determine whether a complaint meets the minimum requirements of this chapter before any investigation can occur.
- b) If the ethics compliance officer issues a written determination a complaint meets the minimum requirements of this chapter the ethics compliance officer may collect and transmit to the city council documents related to the complaint so the council can determine whether further investigation should be pursued. However, once transmitted to the city council, the ethics compliance officer may not dismiss the complaint without first obtaining approval of the city council.
- c) No action may be taken sustaining a complaint against a city official or employee until the city official or employee has been given a copy of the complaint and given a reasonable opportunity to provide a response. The ethics compliance officer may set a time for the city official or employee to respond but must provide the city official or employee a minimum of ten (10) and no more than thirty (30) calendar days to respond.
- d) **City Council to Determine Investigative Path.** After the time set by the ethics compliance officer for a response has passed, the city council shall decide the specific investigation path to undertake from the following:
 1. If the complaint alleges a charter violation against a member of the city council or the mayor, the city council shall set an executive session to initially hear the complaint and be presented with any initial investigation which may have occurred. The city council may then discuss the matter in open session, dismiss the complaint or hold a public hearing on the complaint consistent with the city charter.
 2. If the complaint alleges ethics code violation(s) against any city official, the City council may:
 - a. Hold a public hearing before the city council to consider and decide the complaint;
 - b. Create an ad hoc ethics committee or commission specifically to address the complaint and make recommendations back to the city council for any determinations;
 - c. Retain an outside investigator to investigate the complaint or any portion of the complaint who shall make recommendations back to the city council for any determinations. The city council may delegate such authority as needed to the outside investigator as deemed appropriate by the city council;
 - d. Dismiss the complaint;
 - e. Determine the complaint is frivolous; or

f. Take any other actions authorized by law to address the complaint.

e) **Public Hearings – Ethics Complaint**

1. Any public hearing conducted by the city council or a committee or commission, must post the agenda item as addressing an ethics complaint and must identify the city official or his or her office, but may not disclose the factual grounds of the complaint on the agenda.
2. The complainant and the city official against whom a complaint is brought are entitled to notice of any public hearing set to consider the complaint, its date, time and location separate and apart from receiving a posted agenda. A public hearing cannot be set prior to ten (10) business days after the city official is given a copy of the complaint.
3. At any public hearing the complainant must appear in-person and is responsible for presenting the complaint. The complainant bears the burden of establishing facts supporting the complaint. To present testimony, the complainant must be placed under oath.
4. The city official subject to the complaint must appear in-person and shall be entitled to speak at the public hearing if placed under oath.
5. While the public may provide comments to any action item on an agenda, the public shall not provide testimony or evidence at a public hearing regarding a complaint unless such member of the public is placed under oath.
6. The city council, committee or commission considering the complaint is authorized to ask questions of the complainant, the city official accused, and any witness. No one presenting testimony may be cross-examined by anyone other than the city council, committee or commission considering the complaint.
7. The city council, committee or commission considering the complaint may subpoena the complainant, the city official, or any other individual needed by the city Council, committee or commission to consider the complaint as well as command the presentation of documents and other evidence. The city council, committee or commission considering the complaint may administer oaths and issues subpoenas through the presiding officer, may compel testimony, and may hold such meetings and hearings as deemed necessary to consider and determine the complaint.
8. At any public hearing, the ethics compliance officer shall provide legal advice to the city council, commission, or committee considering the complaint. The ethics compliance officer may also present any initial collection of information obtained. However, the ethics compliance officer is not to prosecute the complaint in front of the city council, commission, or committee but must provide legal advice and guidance.
9. Evidence and documents may be given to the city council, committee or commission considering the complaint in executive session. All live testimony must be presented in open session and in-person.
10. All evidence presented during the public hearing is to be presented to the city council, commission, or committee. Such public hearing is not to be used as a presentation to the public, but is limited to the city council, commission or committee investigating the complaint for a determination. All witnesses must only

address the city council, commission, or committee considering the complaint. The city council, commission, or committee considering the complaint may adopt reasonable rules and procedures for conducting any business involving the complaint.

11. The city council, commission or committee may consider and deliberate regarding part or all of the evidence or testimony in executive/closed session as permitted by law but is not required to hold such executive/closed session.

f) Determination and Findings

1. **Delegation.** The city council may delegate to a committee or commission the ability to make a determination on a complaint for all alleged violations except charter violations. When such a delegation is made, the city official must be provided the opportunity to appeal to the city council from any such determination which imposes a penalty or any corrective action. The city council may consider the appeal based on a review of committee or commission records or may hold its own investigatory hearing on the appeal.
2. **Vote and Resolution.** The city council, committee or commission making a determination on a complaint shall make such determination by majority vote, which shall be memorialized in a subsequent resolution. For charter violations, the voting requirements of the charter control.
3. **Council Action Final:** Any determination made by the city council, whether originally or through the appeal process, regarding a complaint against a city official and any penalty or corrective action assessed is a final decision and is not appealable.

Sec. 2.10 Notice and Investigation – City Employees

- a) For complaints against city employees, the city manager must give the accused employee a copy of the complaint within ten (10) business days of being forwarded the complaint by the ethics compliance officer.
- b) The city employee accused must be given ten (10) business days to submit a written response. However, the city manager, at any time, may place the employee on administrative leave pending a determination.
- c) The city manager has full authority and all options available to address a complaint just as if it were a regular personnel matter under the city’s personnel policy manual.
- d) The decision of the city manager is final.

Sec. 2.11 Penalties and Corrective Action – City Officials

- a) **Council Authority.** If a city official or complainant are found to be in violation of this chapter the city council or a designated committee or commission may:
 1. Censure the city official or complainant with a formal public reprimand;
 2. Remove the city official or complainant from their office, if allowed by law;

3. Impose a corrective action plan for the city official to prevent future violations or similar violations;⁹
4. Remove, reassign, alter, or otherwise modify the city official's duties and responsibilities as the council deems appropriate given the specific violation found;
5. Require the city official to undergo specific training, education, or counseling;
6. Impose an administrative fine not to exceed \$500.00 for each violation found, which can also be imposed upon former city officials;
7. Sanction the city official or complainant, including but not limited to making the official or complainant responsible for any administrative costs associated considering the complaint. Such administrative costs include, but are not limited to, attorney's fees and investigator fees incurred by the City related to the complaint;¹⁰
8. Impose any penalty allowed by law within the councils' authority; or
9. Any combination of the above.
10. A city official who is found to have violated any provisions of this chapter is guilty of official misconduct.

b) Failure to Comply

1. Any failure of any person to comply with a penalty, sanction, or corrective action imposed by the city council, commission or committee making such determination shall be guilty of contempt of the body. The body imposing such a penalty, sanction, or corrective action must formally declare the person in contempt after providing notice and a reasonable opportunity to explain the non-compliance.
2. A finding of contempt shall be a finding of official misconduct. If the body determines the contempt was intentional, such finding constitutes an act of moral turpitude. A finding of contempt may also include an administrative penalty not to exceed \$500.00 for each finding of contempt.
3. No person may serve on a city board, commission, committee, council or otherwise volunteer or be employed with the city if the person:
 - i. Has been found in contempt under this chapter but only for five years following the finding, or
 - ii. Owes the city a debt imposed under this chapter, or
 - iii. Both
4. The city secretary shall maintain a list of all city officials and employees found in violation of this chapter.
5. The city may enforce a penalty, sanction, or corrective action imposed by the city council, commission or committee under this chapter by any means authorized by law.

II. CUMULATIVE CLAUSE

⁹ *Official Comment:* For purposes of this article, education or training is not considered to be a penalty but is viewed as an improvement-based measure. Education and training can be imposed as a requirement by the city council.

¹⁰ *Official Comment:* Any sanction or imposition of a monetary penalty should specify a date certain upon which the sanctioned individual must remit full payment.

That this Ordinance shall be cumulative of all provisions of the City of Bee Cave Code of Ordinances except where the provisions of this Ordinance are in direct conflict with the provisions of such existing Ordinance, in which event the conflicting provisions of such existing Ordinance are hereby repealed, and this Ordinance controls.

**III.
SEVERABILITY**

That it is hereby declared to be the intent of the City Council for the City of Bee Cave that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgement or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of the Ordinances, since the same would have been enacted by the City Council without incorporation in this ordinance of any such unconstitutional phrases, sentences, paragraphs, or sections.

**IV.
PROPER NOTICE AND MEETING**

It is hereby officially found and determined that the meeting at which this Ordinance was adopted 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.

**V.
EFFECTIVE DATE**

This ordinance shall be effective upon passage and publication as required by state and local law.

**VI.
READINGS**

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:

Jo Ann Touchstone, City Secretary

APPROVED:

Ryan Henry, City Attorney

DRAFT



***City Council Meeting
12/10/2024
Agenda Item Transmittal***

Agenda Item: 11.

Agenda Title: Discuss and consider action to adopt 2025 City Council Meeting Schedule.

Council Action:

Department: Administration

Staff Contact: Rebecca Regueira, Assistant to the City Manager

1. INTRODUCTION/PURPOSE

The purpose of this item is to discuss, review, and possibly adopt a regular meeting schedule for the City Council for 2025.

2. DESCRIPTION/JUSTIFICATION

a) Background

According to the Bee Cave Code of Ordinances 1.03.001, regular Council meetings:

- Shall be held no less frequent than one meeting each month
- Shall take place at 6:00 pm on the second and fourth Tuesday of each month
- May be canceled by vote of the City council in the event that such meetings fall on a holiday or in close proximity to a holiday, or when the holding of a regular meeting does not serve the public interest

b) Issues and Analysis

The draft meeting schedule is attached with all proposed dates with the exception of November. The second and fourth Tuesday for November, 2025 fall on or near holidays therefore, those dates are not set. Rather, those have been left open for Council input and can be decided upon at the Council Meeting.

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
☐ Proposed Regular Council Meeting Schedule 2025	Backup Material



BEE CAVE TEXAS

2025 CITY COUNCIL REGULAR MEETING SCHEDULE

Dates adopted by Bee Cave City Council on ____, 2024. For any and all questions, please contact the City Secretary :
Jo Ann Touchstone
jtouchstone@beecavetexas.gov



DRAFT NOT YET APPROVED

JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

DRAFT NOT YET APPROVED



City Council Meeting
12/10/2024
Agenda Item Transmittal

Agenda Item: 12.

Agenda Title: Discuss and consider action regarding approving easements between the City of Bee Cave and the WTCPUA regarding the 1175 waterline project.

Council Action: Discuss and consider action

Department: Administration

Staff Contact: Carly Pearson, Director of Planning & Development

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).

Per the PUA project engineer's summary: The "1175" Waterline is a proposed 12" Distribution Main planned in the vicinity of the intersection of Bee Cave Parkway and RR 620 to provide adequate service pressure to the Pearl multi-family development. The waterline and easements parallel the 1080 Transmission Main installed in this location in 2023 and currently being extended, and will use much of the same area for construction and staging as was previously used during that prior project effort. Note that a previous easement was granted on City property (the "Skaggs Tract") in August of 2024 for the expansion of the "1080" Waterline, which also called out that the 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. More specifically, The Pearl is connecting to the 1080 Transmission Main, and this 12" pipe will provide a conversion to the 1175 pressure plane. This will ensure that the higher story apartments will receive appropriate shower pressure.

2. DESCRIPTION/JUSTIFICATION

a) Background

b) Issues and Analysis

Installation of this 12" water main will require two easements from the City. The PUA is requesting the waterline easements along the Bee Cave Parkway frontage of two City-owned tracts also know as Parcel 11 and Parcel 14. The WTCPUA is also requesting a temporary construction easement on each

subject tract. (See attached easement documents for more detail). The easement will be non-exclusive in that the city may allow other utilities to utilize the easement in the future provided, however, the City obtains approval from the WTCPUA which may not be unreasonably withheld. The easement was drafted previously to grant the WTCPUA the easement for only nominal legal consideration of ten dollars (\$10.00).

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

This item requires discussion by City Council and direction to staff from City Council after their discussion.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Parcel 11	Backup Material
<input type="checkbox"/> Parcel 11 Easement	Backup Material
<input type="checkbox"/> Parcel 14	Backup Material
<input type="checkbox"/> Parcel 14 Easement	Backup Material

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: November, 19, 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 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: Tracts of land consisting of a total of 0.1945 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, as certain 0.1920-acre and 0.0025-acre temporary construction easements ("Property").

Term: The term of this agreement and easement ("Temporary Construction Easement" or "Easement") shall be from the date of execution below through December 31, 2026, unless earlier terminated per a provision below. However, this Temporary Construction Easement automatically terminates on the expiration date recited above and becomes null and void. No written release by WTCPUA is required or necessary.

Grant of Easement: Grantor, for the Consideration, hereby grants, conveys and sells the temporary construction easement(s) and/or workspace(s) herein conveyed to Grantee, and to Grantee's successors and assigns, the non-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 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) Save and except for any current and validly existing property rights evidenced of record in Travis County, including, but not limited to, any pre-existing covenants, easements, rights of way, or other claims, Grantor does hereby fully warrant the title to the Easement and, to the extent permitted by Texas law, 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.

- (b) 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 workspace 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.
- (c) 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.
- (d) 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 Term paragraph on Page 1 of this Temporary Construction Easement, whichever occurs sooner. 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.
- (e) Grantor, and any third party by virtue of and through the Grantor, retains the right and may use or 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 consent that any particular exercise of the right to use the Easement by Grantor, and any third party by virtue of and through the Grantor, does not directly interfere with the safe and efficient exercise of Grantee's rights, which such consent shall not be arbitrarily or unreasonably withheld or conditioned.
- (f) Subject to, and to the extent not inconsistent with, Grantee's rights under this Easement, after construction of the Utility Facilities, Grantee shall, at its expense, 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.

- (g) Subject to Grantee's rights hereunder and to the extent not inconsistent therewith, Grantee shall, at its expense, 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 shall also, at its expense, 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.
- (h) Grantee may assign its rights acquired under the provisions of this Easement in whole or in part.
- (i) 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.
- (j) 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.
- (k) This Easement may be executed in counterparts, all of which together shall constitute a single document.
- (l) 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 PROPERTY**

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.

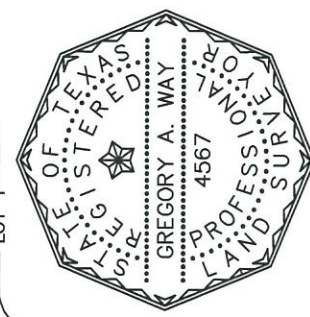
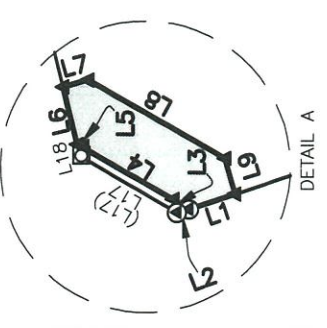
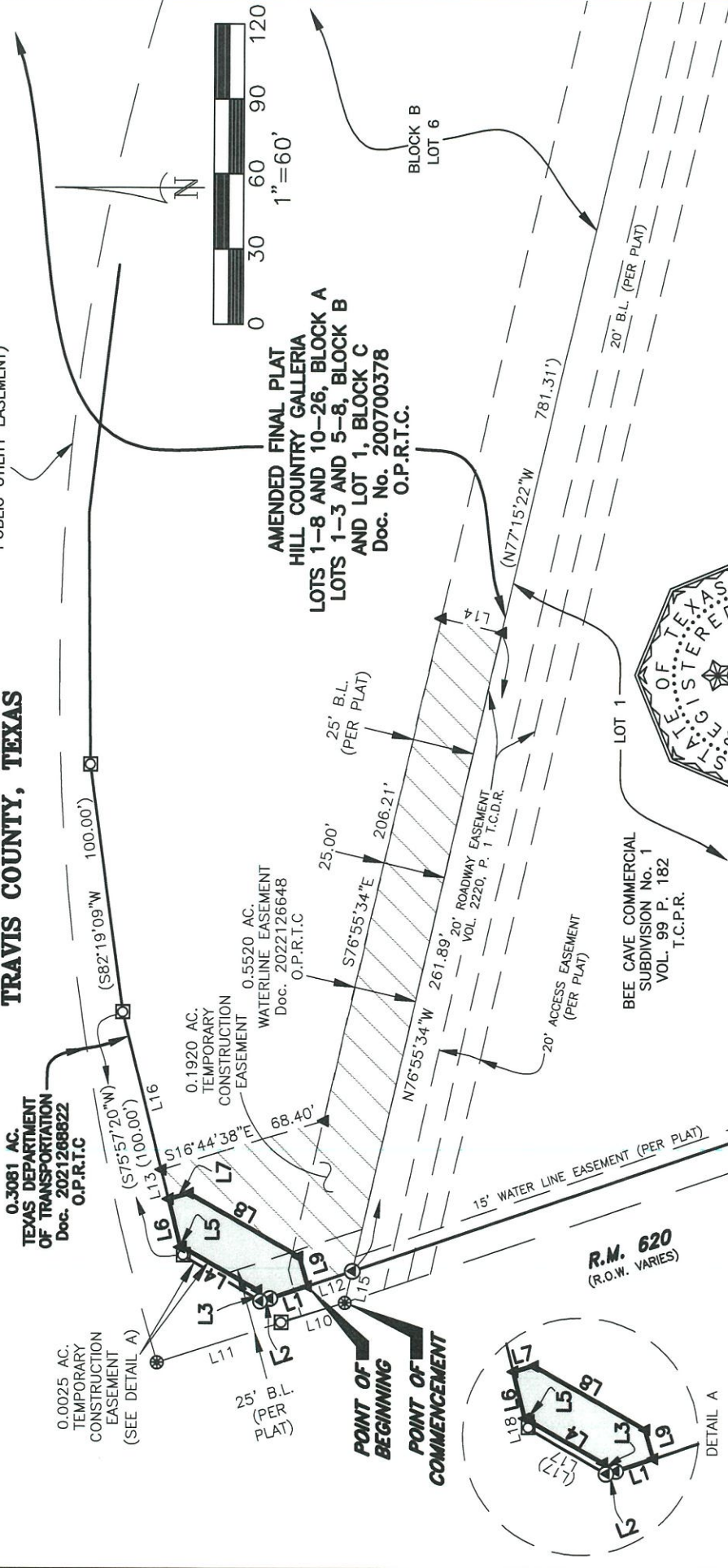
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 13th day of October, 2023.




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
 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.

**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

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: November 5, 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, non-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. Should GRANTEE cease to use the Easement Property for the purposes outlined herein, then all rights and interests granted to GRANTEE herein shall revert back to GRANTOR.

GRANTOR may not place or erect upon, within, over, under, or across the Easement Property any structure of any kind in such proximity to the Utility Facilities as would constitute a violation of the National Electric Safety Code in effect at the time the structure is erected. GRANTOR may not place or erect upon, within, over, under, or across the

Easement Property any structure or improvement including but not limited to improvements related to the use of the property as a park; habitable structures, such as bathrooms, barns, and sheds; drainage, filtration, or detention ponds; or make changes in grade, elevation, or contour of the land without GRANTEE's prior written consent, which such consent shall not be unreasonably withheld by GRANTEE so long as the structure, improvement, or grading does not constitute a violation of the GRANTEE's authorization to operate the Utility Facilities or prevent access to the GRANTEE's Utility Facilities. For such improvements by the GRANTOR that would impact the GRANTEE's access to the Utility Facilities, but not prevent it, GRANTEE may not withhold consent. GRANTOR agrees, after its execution of this Easement, to not 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, which such consent shall not be unreasonably withheld by GRANTEE so long as the proposed temporary or permanent easement does not constitute a violation of the GRANTEE's authorization to operate the Utility Facilities or prevent access to the GRANTEE's Utility Facilities. 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, at its expense, any material damage to the Easement Property including, but not limited to, 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.

Save and except for any current and validly existing property rights evidenced of record in Travis County, including, but not limited to, any pre-existing covenants, easements, rights of way, or other claims, and only to the extent permitted by Texas law, 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:

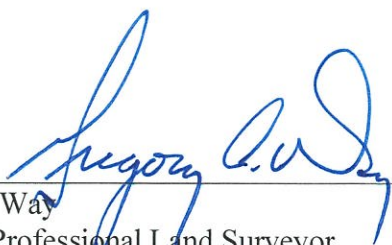
- 1) S15°36'50"E, a distance of 8.45 feet to a calculated point for corner;
- 2) S29°23'10"W, a distance of 51.49 feet to a calculated point for corner;
- 3) S74°23'10"W, a distance of 12.02 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 0.0258 acre of land area.

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.

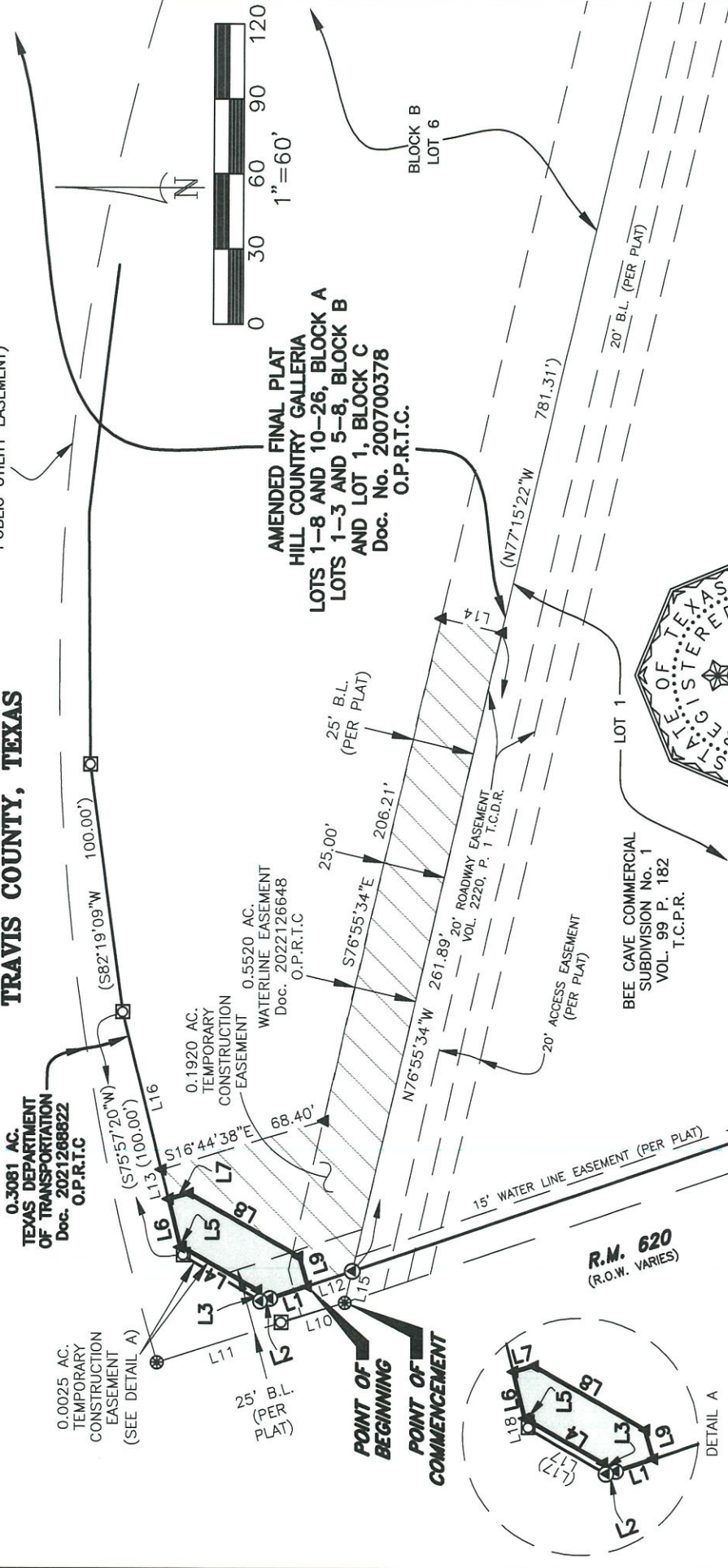




Gregory A. Way
Registered Professional Land Surveyor
No. 4567 - State of Texas

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
 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.

**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



925 Capital of Texas Highway South
Building B, Suite 115
Austin, Texas 78746
(512) 327-4008

**CAPITAL
SURVEYING
COMPANY
INCORPORATED**

PRM REGISTRATION
No. 101287-0

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: November, 19, 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 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 a total of 0.2707 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, as a certain 0.2707-acre temporary construction easement ("Property").

Term: The term of this agreement and easement ("Temporary Construction Easement" or "Easement") shall be from the date of execution below through December 31, 2026, unless earlier terminated per a provision below. However, this Temporary Construction Easement automatically terminates on the expiration date recited above and becomes null and void. No written release by WTCPUA is required or necessary.

Grant of Easement: Grantor, for the Consideration, hereby grants, conveys and sells the temporary construction easement(s) and/or workspace(s) herein conveyed to Grantee, and to Grantee's successors and assigns, the non-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 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) Save and except for any current and validly existing property rights evidenced of record in Travis County, including, but not limited to, any pre-existing covenants, easements, rights of way, or other claims, Grantor does hereby fully warrant the title to the Easement and, to the extent permitted by Texas law, 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.

- (b) 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 workspace 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.
- (c) 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.
- (d) 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 Term paragraph on Page 1 of this Temporary Construction Easement, whichever occurs sooner. 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.
- (e) Grantor, and any third party by virtue of and through the Grantor, retains the right and may use or 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 consent that any particular exercise of the right to use the Easement by Grantor, and any third party by virtue of and through the Grantor, does not directly interfere with the safe and efficient exercise of Grantee's rights, which such consent shall not be arbitrarily or unreasonably withheld or conditioned.
- (f) Subject to, and to the extent not inconsistent with, Grantee's rights under this Easement, after construction of the Utility Facilities, Grantee shall, at its expense, 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.

- (g) Subject to Grantee's rights hereunder and to the extent not inconsistent therewith, Grantee shall, at its expense, 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 shall also, at its expense, 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.
- (h) Grantee may assign its rights acquired under the provisions of this Easement in whole or in part.
- (i) 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.
- (j) 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.
- (k) This Easement may be executed in counterparts, all of which together shall constitute a single document.
- (l) 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 PROPERTY**

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;

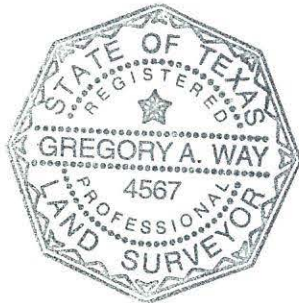
THENCE, N75°06'08"E, across the "as used" right-of-way of Bee Cave Parkway, with the common northerly line of said 0.766 acre tract and southerly line of the said 0.071 acre tract, a distance of 5.63 feet to the calculated northeast corner of the herein described tract, from which the calculated northeast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

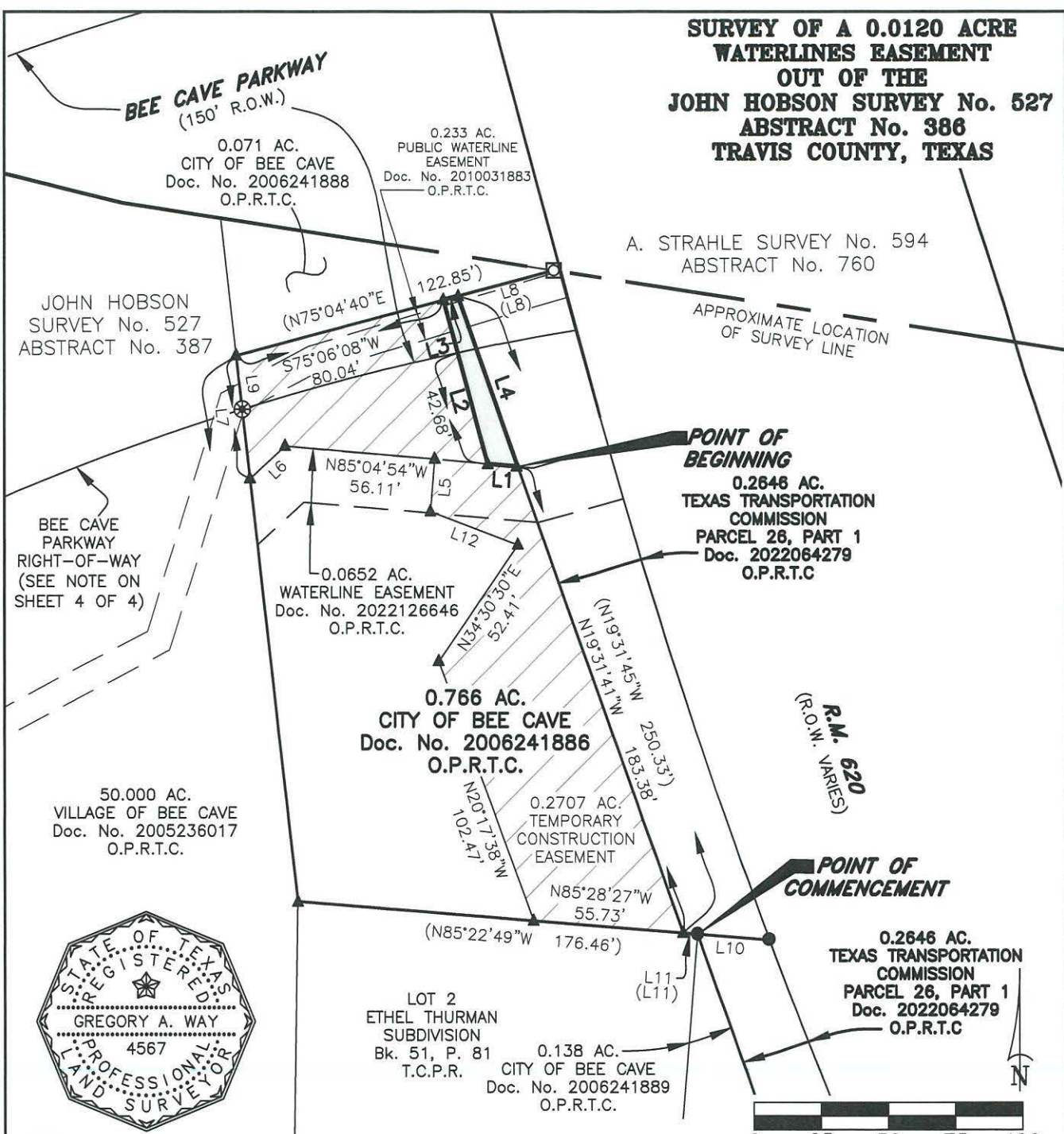
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 13th day of October, 2023.





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

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

UTILITY PIPELINE AND RIGHT-OF-WAY EASEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

DATE: November 5, 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, non-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. Should GRANTEE cease to use the Easement Property for the purposes outlined herein, then all rights and interests granted to GRANTEE herein shall revert back to GRANTOR.

GRANTOR may not place or erect upon, within, over, under, or across the Easement Property any structure of any kind in such proximity to the Utility Facilities as would constitute a violation of the National Electric Safety Code in effect at the time the structure is erected. GRANTOR may not place or erect upon, within, over, under, or across the

Easement Property any structure or improvement including but not limited to improvements related to the use of the property as a park; habitable structures, such as bathrooms, barns, and sheds; drainage, filtration, or detention ponds; or make changes in grade, elevation, or contour of the land without GRANTEE's prior written consent, which such consent shall not be unreasonably withheld by GRANTEE so long as the structure, improvement, or grading does not constitute a violation of the GRANTEE's authorization to operate the Utility Facilities or prevent access to the GRANTEE's Utility Facilities. For such improvements by the GRANTOR that would impact the GRANTEE's access to the Utility Facilities, but not prevent it, GRANTEE may not withhold consent. GRANTOR agrees, after its execution of this Easement, to not 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, which such consent shall not be unreasonably withheld by GRANTEE so long as the proposed temporary or permanent easement does not constitute a violation of the GRANTEE's authorization to operate the Utility Facilities or prevent access to the GRANTEE's Utility Facilities. 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, at its expense, any material damage to the Easement Property including, but not limited to, 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.

Save and except for any current and validly existing property rights evidenced of record in Travis County, including, but not limited to, any pre-existing covenants, easements, rights of way, or other claims, and only to the extent permitted by Texas law, 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 §

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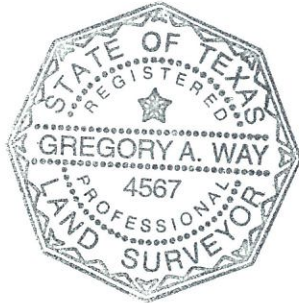
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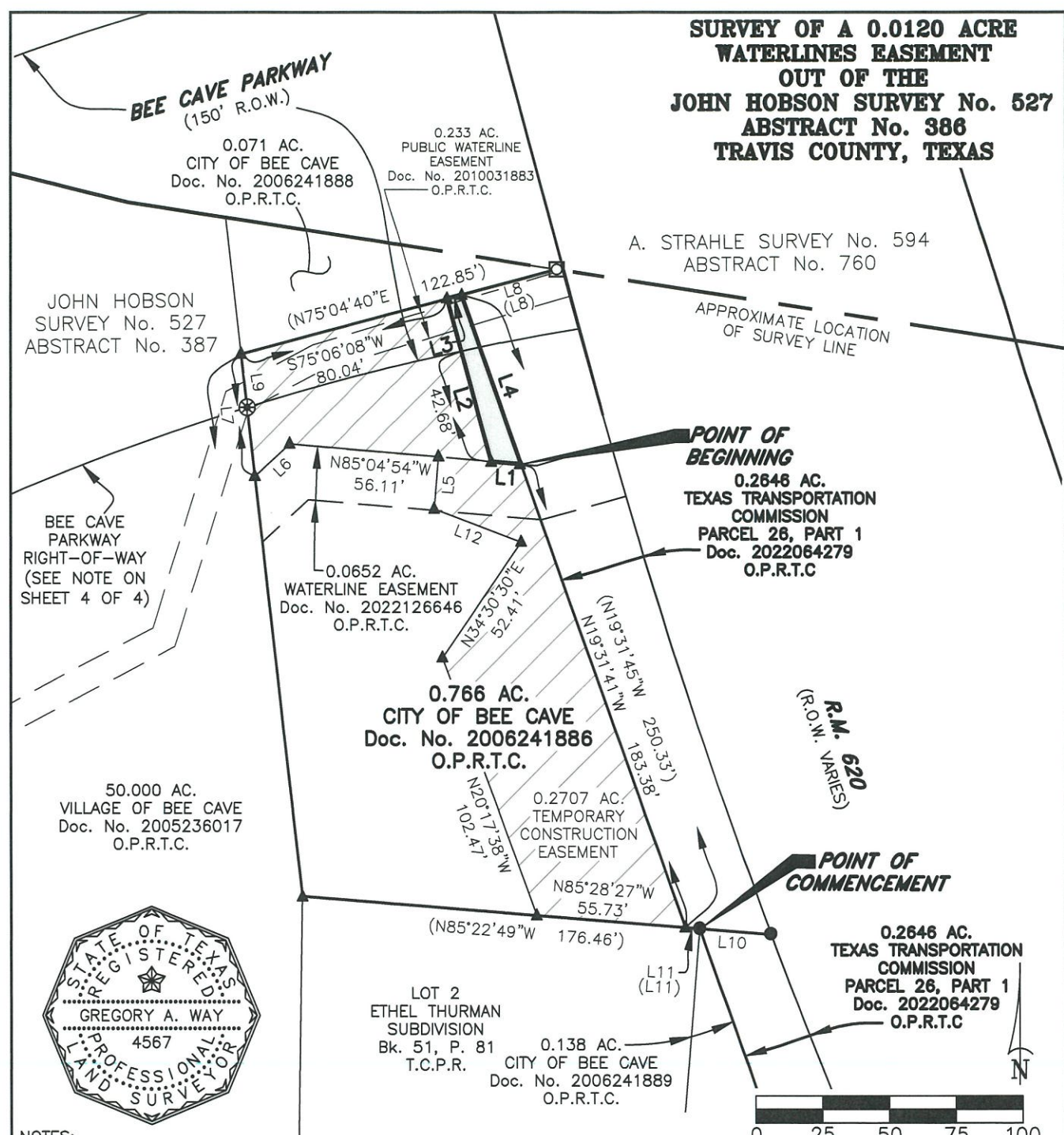
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 13th day of October, 2023.





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

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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



City Council Meeting
12/10/2024
Agenda Item Transmittal



City Council Meeting
12/10/2024
Agenda Item Transmittal



City Council Meeting
12/10/2024
Agenda Item Transmittal



City Council Meeting
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