



BEE CAVE

TEXAS

AGENDA

Regular Meeting

City Council Bee Cave City Hall, 4000 Galleria Pkwy, Bee Cave, TX, 78738

Tuesday, August 13, 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
5. Citizen Comments

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

6. 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 July 9, 2024.
 - B. Consider approval of the minutes of the Special Session conducted July 17, 2024.
 - C. Consider approval of the minutes of the Special Session conducted on July 29, 2024.
 - D. Consider approval of Election Services Agreement between the City of Bee Cave and Travis County.
 - E. Consider approval of Joint Election Services Agreement between the City of Bee Cave and Travis County.
 - F. Consider approval of First Renewal of Interlocal Agreement for Public Health Services Between City of Austin and City of Bee Cave.
 - G. Consider approval of the Quarterly Investment Report for period ending June 30, 2024.
7. Discuss and consider action on Ordinance No. 537 - accepting and approving the 2024 annual service plan update to the Service and Assessment Plan and an updated assessment roll for the Backyard Public Improvement District.
 8. Discuss and consider action on Ordinance No. 538 - an ordinance of the City of Bee Cave, Texas, amending article 14.04, city of Bee Cave code of ordinances regarding solicitors, to revise application procedures, establish lawful hours and make other changes; and providing for findings of fact, a cumulative clause, severability, and effective date.
 9. Discuss and consider action on Ordinance No. 539 - an ordinance of the City of Bee Cave, Texas ordering a special election in the City of Bee Cave, Texas, on November 5, 2024, to submit propositions for proposed amendments to the charter of the City of Bee Cave, Texas; Making Provision for the conduct and giving notice of said election; providing for severability, and effective date.
 10. Discuss and consider action to approve annual Volunteer Appreciation Dinner.
 11. Close Regular Meeting
 12. Open Executive Session
 - A. Pursuant to Texas Government Code Section 551.074 (Personnel Matters) discuss the employment of the Assistant City Manager.
 - B. Pursuant to Texas Government Code Section 551.074 (Personnel Matters) and 551.071 (Consultation with Attorney) discuss legal implications of certain conflict of interest laws and how they apply to City Council members.

C. Pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) and 551.072 (Real Property) discuss the city's eminent domain authority on behalf of the West Travis County Public Utility Agency (WTCPUA) and the associated Memorandum of Understanding (MOU).

13. Close Executive Session
14. Open Regular Meeting
15. Consider action, if any, on Executive Session
16. 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
8/13/2024
Agenda Item Transmittal***

ATTACHMENTS:

Description	Type
□ July 9, 2024 Meeting Minutes	Backup Material



MINUTES

**Regular Meeting
City Council
Tuesday, July 9, 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 THE OFFICE OF THE 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 quorum and called meeting to order at 6:00 P.M.
2. Roll Call

Present:

Kara King, Mayor
Andrew Clark, Mayor Pro Tem
Andrea Willott, Councilmember
Courtney Hohl, Councilmember
Kevin Hight, Councilmember
Jon Cobb, Councilmember

City Staff:

Julie Oakley, City Manager
Lindsey Oskoui, Assistant City Manager
Carly Pearson, Planning and Development Director
Jason M. Rammel, Deputy City Attorney
Jo Ann Touchstone, City Secretary
Rebecca Regueira, Deputy City Secretary
Dori Kelley, Business Development Management
Lieutenant W. Pitman
Crystal Cotti, Communications Director
Lanie Marcotte, Parks & Facilities Director
Anna Jensen, Administrative Assistant

3. Pledge of Allegiance

4. Recognition, Event Update, and Moment of Silence- Mayor King recognized work anniversaries.

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 June 25, 2024.

Council member Hight moved to approve the consent agenda. Council member Willott seconded and the motion passed unanimously.

7. Discuss and review preliminary Fiscal Year 2024-25 revenue budget – Finance Director Travis Askey presented.

8. Discuss changes made to concept plans for new City wayfinding signs – Communications Director Crystal Cotti presented.

9. Discuss and consider a Guaranteed Maximum Price (GMP) Amendment from Hoar Construction, including the fees to demolish the buildings at 13308 State Highway 71, colloquially referred to as the Revival Tract – Chelsea Maldonado, Project Manager presented. Mayor Pro Tem Clark moved to approve. Council member Hight seconded and the motion passed unanimously.

10. Discuss and consider action on Resolution No. 2024-16 approving a contract between the Bee Cave Development Corporation and GIS Planning, Inc. for providing geographic information system software and services covering the geographic boundaries of Bee Cave, Texas - Mayor Pro Tem Clark moved to approve. Council member Hight seconded and the motion passed unanimously.

11. Discuss and consider action on Resolution No. 2024-17 approving a contract between the Bee Cave Development Corporation and ReSimplifi, Inc. for commercial building and site data subscription – Council member Hight moved to approve. Council member Willott seconded and the motion passed unanimously.

12. Discuss and consider action to approve annual Volunteer Appreciation Dinner – Mayor King presented. No action was taken.
13. Discuss and consider action on Resolution 2024-18 appointing members to the Zoning Board of Adjustment – Mayor King opened item to be considered in executive session. In open session: Council member Hohl moved to approve the appointment of Ben Olson. Council member Hight seconded and the motion passed unanimously.
14. Close Regular Meeting – Mayor King closed the regular meeting at 7:06 p.m.
15. Open Executive Session.
 - a. Discussion pursuant to Section 551.071 of the Texas Government Code regarding legal issues associated with charter amendments.
 - b. Discussion pursuant to Section 551.071 of the Texas Government Code regarding legal issues associated with status of workforce housing RFP and legal recommendations for next steps. (see action taken below, in open session)
 - c. Discussion pursuant to Section 551.074 of the Texas Government Code regarding personnel matters associated with the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
 - d. Discussion pursuant to Section 551.074 regarding the potential purchase, exchange, lease, or value of real property for public purposes.

16. Close Executive Session.

17. Open Regular Meeting – Mayor King opened the regular meeting at 8:47 p.m.

Consider action, if any, on Executive Session – Action taken in open session on item 13, see item 13 above. Action taken in open session on item 15b: Mayor Pro Tem Clark moved that the council formally reject all proposals and in addition to emphasize this council’s steadfast commitment to seeing workforce housing developed in this city we direct staff to immediately begin the administrative and procedural processes that need to take place, that staff release the written statement discussed by council and that staff begin preparing a new request for proposals.

18. Adjournment – Council member Hight motioned to adjourn. Council member Willott seconded and the motion passed unanimously. Meeting adjourned at 8:47 p.m.

Approved this ____ day of _____, 2024

Kara King, Mayor

Jo Ann Touchstone, City Secretary



City Council Meeting
8/13/2024
Agenda Item Transmittal

ATTACHMENTS:

Description	Type
☐ July 17, 2024 Meeting Minutes	Backup Material



BEE CAVE
TEXAS

Simply Elevated

MINUTES

**Special Meeting
City Council**

**Wednesday, July 17, 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 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 quorum and called meeting to order at 6:00 p.m.
2. Roll Call

Present:

Kara King, Mayor
Andrew Clark, Mayor Pro Tem
Andrea Willott, Councilmember
Courtney Hohl, Councilmember
Kevin Hight, Councilmember
Jon Cobb, Councilmember

City Staff:

Julie Oakley, City Manager
Lindsey Oskoui, Assistant City Manager
Jason M. Rammel, Deputy City Attorney
Jo Ann Touchstone, City Secretary
Rebecca Regueira, Deputy City Secretary
Lieutenant W. Pitmon
Crystal Cotti, Communications Director
Lanie Marcotte, Parks & Facilities Director
Anna Jensen, Administrative Assistant
Eric Bowers, Community Events Coordinator
Barbara Hathaway, Library Director

Gretchen Hardin, Assistant Library Director
Melissa Slaughter, Public Services Manager
Stephanie Shelton, Library Assistant

3. Pledge of Allegiance
4. Receive report from the Charter Review Committee and consider proposed amendments to City Charter – Deputy City Attorney Jason Rammel presented proposed propositions.

Council member Cobb requested to convene to executive session to discuss proposed charter amendments. Mayor King called for executive session under section 551.071. Convened to executive session at 6:48 p.m. Reconvened to open session at 6:53 p.m. No action was taken in executive session.

Deputy City Attorney Jason Rammel continued presentation. Council discussed and directed attorney to bring ordinance including propositions to the August meeting.

Citizen participation – The following person spoke: John Coleman.

5. Discuss, consider, and take possible action on an update to the adopted FY 21-22 to FY 25-26 Capital Improvements Plan – Presentation by Assistant City Manager Lindsey Oskoui. Chelsea Maldonado and Brian Jorgensen from Turner & Townsend-Heery present for questions. No action was taken.
6. Close Regular Meeting – Mayor King closed meeting at 9:25 p.m. Council member Cobb exited the meeting.
7. Open Executive Session.
 - a. Discuss and consider compensation matters related the former city manager pursuant to section 551.074 of the Texas Government Code
8. Close Executive Session.
9. Open Regular Meeting – Mayor King opened regular meeting at 9:42 pm. No action was taken in executive session.
10. Consider action, if any, on Executive Session – No action was taken.
11. Adjournment – Council member Hight moved to adjourn. Council member Hohl seconded and the motion passed unanimously. Meeting adjourned at 9:42 p.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

Jo Ann Touchstone, City Secretary



*City Council Meeting
8/13/2024
Agenda Item Transmittal*

Agenda Item: 6.C.

Agenda Title: Consider approval of the minutes of the Special Session conducted on July 29, 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

📄 July 29, 2024 Minutes

Type

Backup Material



BEE CAVE
TEXAS

Simply Elevated

MINUTES

**Special Meeting
City Council**

Monday, July 29, 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 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 quorum and called meeting to order at 6:02 P.M.
2. Roll Call

Present:

Kara King, Mayor
Andrew Clark, Mayor Pro Tem
Andrea Willott, Councilmember
Courtney Hohl, Councilmember
Kevin Hight, Councilmember
Jon Cobb, Councilmember

City Staff:

Julie Oakley, City Manager
Carly Pearson, Planning and Development Director
Amanda Padilla, Senior Planner
Sean Lapano, City Planner
Jo Ann Touchstone, City Secretary
Rebecca Regueira, Deputy City Secretary
Crystal Cotti, Communications Director
Lanie Marcotte, Parks & Facilities Director
Brian Williams, Operations Manager

3. Pledge of Allegiance
4. Discuss and consider action on Resolution No. 2024-19, authorizing the application for a Community Development Partnership Program grant from the Lower Colorado River Authority to fund the purchase of a skid steer for extreme weather preparedness and parks improvements – Councilmember Hight moved to approve. Councilmember Hohl seconded. Motion passed 4-1 with Councilmember Cobb opposed.
5. Discussion regarding Mixed Use, Multi-Family, and Commercial uses in the City of Bee Cave, Unified Development Code and Comprehensive Plan – No action taken.
6. Adjournment – Councilmember Hight moved to adjourn the meeting at 6:50 P.M. Councilmember Cobb seconded and the motion passed unanimously.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

Kara King, Mayor

ATTEST:

Jo Ann Touchstone, City Secretary



City Council Meeting
8/13/2024
Agenda Item Transmittal

Agenda Item: 6.D.

Agenda Title: Consider approval of Election Services Agreement between the City of Bee Cave and Travis County.

Council Action: Consider approval

Department: City Secretary

Staff Contact: Jo Ann Touchstone, City Secretary

1. INTRODUCTION/PURPOSE

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

2. DESCRIPTION/JUSTIFICATION

a) Background

The agreement defines the scope of responsibilities for the County and City related to voting, voting equipment, polling centers, election worker, run-off elections and details regarding payment for services and equipment.

b) Issues and Analysis

Election costs are shared among participating entities and will vary based on the number and size of participating entities.

3. FINANCIAL/BUDGET

Amount Requested	Up to 40,000	Fund/Account No.
Cert. Obligation		GO Funds
Other source		Grant title

Addtl tracking info

4. TIMELINE CONSIDERATIONS

The County must receive executed agreements by Friday, August 23, 2024.

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
☐ Election Services Agreement	Backup Material

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND CITY OF BEE CAVE

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

Section 1. GENERAL PROVISIONS

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

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

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

- (D) Except as otherwise provided in this Agreement, the cost for “use of voting equipment” for a particular election is the amount the County will charge the Participating Entity for use of the County’s voting equipment in use at the time of that election.
- (E) The Participating Entity agrees to commit the funds necessary to pay for all election-related expenses for Participating Entity elections in accordance with this Agreement.
- (F) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in Section 1(A).
- (G) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code, and the Participating Entity agrees to enter into any joint election agreement required by the County.

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

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

SECTION 3. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section 1.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable laws, subject to Section 3(C) below.
- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (6) below and any other election duties, such as receipt of candidate applications, that are not allowed to be delegated to another governmental entity:
 - (1) Preparing, adopting, and publishing all required election orders, resolutions, notices, and other documents, including bilingual materials, evidencing

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

- a. The Election Officer does not provide newspaper notices on behalf of the Participating Entity with respect to a specific election.
- b. With respect to each debt obligation election the Election Officer conducts for the Participating Entity pursuant to this Agreement:
 - i. The Election Officer, after receiving from the Participating Entity a copy of the debt obligation election order, shall post the notice required by and in accordance with Texas Election Code Section 4.003(f)(1) on election day and during early voting by personal appearance, in a prominent location at each polling place;
 - ii. The Election Officer shall provide written confirmation to the Participating Entity that the debt obligation election order was posted in accordance with Texas Election Code Section 4.003(f)(1); and
 - iii. The Participating Entity shall pay any applicable expenses incurred by the Election Officer that directly relates to the posting required by Texas Election Code Section 4.003(f)(1).

- (2) Preparing the text for the Participating Entity's official ballot in English and Spanish and any other languages as required by law;
- (3) Providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
- (4) Conducting the official canvass of a Participating Entity election;
- (5) Administering the Participating Entity's duties under state and local campaign finance laws;
- (6) Filing the Participating Entity's annual voting system report to the Secretary of State as required under Texas Election Code Chapter 123.

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

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

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

SECTION 4. ELECTION WORKERS AND POLLING PLACES

- (A) For presentation to the governing body of the Participating Entity, the County shall provide a list containing the locations, times, and dates of early voting polling places suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of Election Day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election services costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding the designation of polling places. If agreement cannot be reached, the Election Officer will resolve the differences. **In all cases, the Election Officer has sole discretion to determine whether polling place changes are necessary.**

SECTION 5. PAYMENTS FOR ELECTION SERVICES

- (A) Costs and payments for the use of voting equipment are addressed separately in Section 6 of this Agreement.
- (B) Requests for Election Services. For each election the Participating Entity desires the Election Officer to conduct, the Participating Entity must submit a written request to the Election Officer that describes the general nature of the election and specifies the date of the election.
- (C) Cancellations. On or before 11:59 p.m. on the 68th day before an election for which the Participating Entity has requested election services, the Participating Entity shall notify the Election Officer as to whether the Participating Entity anticipates the cancellation of its election, and on or before 11:59 p.m. on the 60th day before the election the Participating Entity shall notify the Election Officer as to whether the Participating Entity will cancel that election. If the Election Officer receives written notice from the Participating Entity on or before 11:59 p.m. of the 60th day before an election that the Participating Entity's election will be cancelled in accordance with Subchapters C and D of Texas Election Code Chapter 2, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$100.
- (D) Notice, Cost Estimate, Initial Invoicing, and Initial Payment.
- (1) Notwithstanding the provisions in Section 9(B), the County and the Participating Entity agree that notice under Section 5 can be provided via e-mail. The following e-mail address will be used for e-mail communications to or from the County pursuant to Section 5: elections@traviscountytexas.gov, with a copy to ElectionEntities@traviscountytexas.gov. The Participating Entity has designated [the City Secretary as the Participating Entity's representative for sending and receiving](#) e-mail communications under Section 5, and the Participating Entity designates the following e-mail address as the Participating Entity's email address for sending and receiving e-mail communications pursuant to Section 5: itouchstone@beecavetexas.gov.
- (2) Initial Cost Estimate. On or before the 60th day before an election for which the Participating Entity has requested election services, the Election Officer will mail and/or email to the Participating Entity a cost estimate for conducting the election. The cost estimate will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's election, excluding the costs of voting equipment. In the event of a joint election, the cost estimate will reflect that election costs will be divided on a pro rata basis among all entities involved in the election in the manner set forth in this Section 5. The proportional cost for the Election Officer to conduct each participating entity's election will be calculated by dividing the number of registered voters in the territorial jurisdiction of each participating

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

- (3) Initial Invoice and Initial Payment. Along with the initial cost estimate, the Election Officer will also include an initial invoice for the Participating Entity to pay 60% of the initial cost estimate. The Participating Entity must pay the County the amount specified in each invoice no later than 30 days after the Participating Entity's receipt of the invoice.
 - (4) Runoff Elections. For each runoff election the Participating Entity has requested that the Election Officer conduct, the Participating Entity must make a payment equal to 60% of the projected costs for the runoff election no later than three business days after receiving that cost estimate from the Election Officer. The projected share of election costs will include an administrative fee that is equal to 10% of the total estimated cost of conducting the Participating Entity's runoff election, excluding the costs of voting equipment.
 - (5) Each party may change its respective email addresses for e-mail communications under this Section 5, without the need to amend this Agreement, by sending notice to the other party in accordance with Section 9(B).
- (F) Final Accounting and Final Invoice. The County will send the Participating Entity a final invoice of election expenses not later than 90 days after an election unless the Election Officer notifies the Participating Entity during that 90-day period following the election that the Election Officer requires additional time to send a final invoice to the Participating Entity. The final invoice will include a listing of additional costs incurred at the Participating Entity's behalf and specify the total payment due from the Participating Entity for any unpaid portion of the Participating Entity's costs.
- (1) Within 30 days after receipt of an election cost invoice setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the balance due on each final invoice no later than 30 days after the Participating Entity's receipt of that invoice.
 - (2) A refund may be due from the County to the Participating Entity if the final costs are lower than the amount already paid by the Participating Entity or if,

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

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

SECTION 6. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using a voting system certified by the Secretary of State in accordance with the Texas Election Code and that has been approved for use by the Travis County Commissioners Court unless otherwise agreed upon by the Participating Entity, the Travis County Clerk, and the Travis County Commissioners Court.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's voting equipment.
 - (1) For each election the Election Officer conducts for the Participating Entity after January 1, 2024, through January 1, 2025, the Participating Entity shall pay (a) the sum of four percent of the cost of the electronic voting system equipment installed at a polling place and four percent for each unit of other electronic equipment used by the Travis County Clerk's Office to conduct the election or provide election services, if the sum is greater than \$100.00, and (b) \$100.00 if the sum described in (a) is \$100.00 or less.
 - (2) In this Agreement "other electronic equipment" includes ballot marking devices, ballot scanners, ballot printers, ballot tabulators, electronic pollbooks, and ballot programming software.
- (C) Payment by the Participating Entity to the County for voting equipment is due no later than 30 days after the Participating Entity's receipt of an invoice from the County.
- (D) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this Agreement, the charge for the use of the equipment may be renegotiated.

SECTION 7. ADDITIONAL EARLY VOTING LOCATIONS

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

SECTION 8. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this Agreement and provide the name and contact information for that individual to the other party. Each party may change their designated staff members by sending notice to the other party without the further need to amend this Agreement.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications on issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this Agreement and, when necessary, the County Clerk, Elections Division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.
- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

SECTION 9. MISCELLANEOUS PROVISIONS

- (A) Amendment/Modification

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

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

(B) Notice

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

CITY OF BEE CAVE
4000 Galleria Parkway
Bee Cave, TX 78738

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

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

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

(C) Force Majeure

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

(D) Venue and Choice of Law

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

(E) Entire Agreement

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

(F) Severability

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

(G) Breach

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

(H) Payments from Current Revenues

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

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

(I) Other Instruments

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

(J) Third Party Beneficiaries

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

(K) Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other joint election agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.053 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(L) Addresses for Payments

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

Travis County Clerk – Elections Division

P.O. Box 149325

Austin, Texas 78714

[CITY OF BEE CAVE](#)

[4000 Galleria Parkway](#)

[Bee Cave, Texas 78738](#)

- (M) This Agreement is effective upon execution by both parties and remains in effect until either party terminates this agreement for any reason upon providing 60 days written notice to the other party.
- (N) All times referenced in this Agreement are to Central Time, and in all instances, the time-stamp clock used by the Travis County Clerk's Office at 5501 Airport Boulevard in Austin, Texas is the official clock for determining the correct time.
- (O) The individuals below have been authorized to sign this Agreement.

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

[Signatures on following page]

CITY OF BEE CAVE

BY: _____
Kara King, Mayor

DATE: _____

TRAVIS COUNTY

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

DATE: _____



City Council Meeting
8/13/2024
Agenda Item Transmittal

Agenda Item: 6.E.

Agenda Title: Consider approval of Joint Election Services Agreement between the City of Bee Cave and Travis County.

Council Action: Consider approval

Department: City Secretary

Staff Contact: Jo Ann Touchstone, City Secretary

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

Election costs are shared among participating entities and will vary based on the number and size of participating entities. Exhibit A will be provided when all participating entities have been confirmed. The deadline for ordering elections is August 19, 2024 and the deadline for the approval of the election agreements with Travis County is August 23, 2024.

b) Issues and Analysis

3. FINANCIAL/BUDGET

Amount Requested	Up to 40,000	Fund/Account No.
Cert. Obligation		GO Funds
Other source		Grant title
Addtl tracking info		

4. TIMELINE CONSIDERATIONS

The County must receive executed agreements by Friday, August 23, 2024.

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
☐ Joint Election Services Agreement	Backup Material

JOINT ELECTION AGREEMENT FOR NOVEMBER 5, 2024 ELECTIONS

Recitals

1. Travis County (the “County”) will be conducting general and special elections for the participating entities (each, a “Participating Entity,” and together, the “Participating Entities”) listed in Exhibit A, which is attached to and incorporated into this agreement, on November 5, 2024. Each Participating Entity requires elections to be held on November 5, 2024 in those portions the Participating Entity’s territory that are located in Travis County.
2. Under Texas Election Code Section 271.002, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory.
3. Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.
4. It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve.

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

I. Scope of Joint Election Agreement

This agreement covers conducting the November 5, 2024 General and Special Elections for the Participating Entities. The Participating Entities will hold these elections on November 5, 2024 (“Election Day”) jointly for the Participating Entities’ voters who reside in Travis County.

II. Election Officer

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

Early Voting

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

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

A. County Responsibilities

1. The County will provide to the governing body of each Participating Entity a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body, under Texas Election Code chapter 85.
2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. The Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.
3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election schools to train election workers employed in conducting early voting, including early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.
4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.
5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.
6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in

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

7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.
8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and single ballot box will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
9. The County will be responsible for conducting the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will comprise the Early Voting Ballot Board and will count and return early voting ballots, and perform other duties the Election Code requires of it.

B. Participating Entities' Responsibilities

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.
2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.
3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Participating Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Participating Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot,

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

IV. Election Day

A. County Responsibilities

1. The County will designate and confirm all Election Day polling place locations for the joint election, and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places.
2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County election precinct in which the joint election is held. The presiding election judge for the precinct in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.
3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.
4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.

5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.
6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.
7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.
8. The common polling place is designated as the polling place that the County uses. At the common polling place, a single ballot box will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.
9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.
10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. Participating Entities' Responsibilities

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.
2. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

V. Election Night

A. County Responsibilities

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.
2. The County is responsible for transporting voted ballot boxes to the central counting station.
3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election.
4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. Participating Entities' Responsibilities

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

VI. County Resources

- A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.
- B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.

- C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.
- D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.
- E. The County will conduct early voting as indicated in this agreement.

VII. Joint Election Costs; Payment

- A. Concurrently with its submittal of an executed copy of this agreement each Participating Entity must also submit payment via check or ACH, in the amount equal to the deposit identified for that Participating Entity in the Cost Estimate attached as Exhibit B, which is also incorporated into this agreement. The County is under no obligation to conduct a Participating Entity's elections until the County receives that Participating Entity's payment of Cost Estimate. All checks must be made payable to Travis County. This deposit represents approximately 60% of the costs of the Participating Entity's share of the estimated election costs, or \$100, whichever amount is greater. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice no later than 30 days of receiving it.
- B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.
- C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title 1, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. If a Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Participating Entities according to the formula used in the Cost Estimate.
- D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.
- E. A Participating Entity that establishes an early voting polling place, other than one that was mutually agreed upon by all Participating Entities, will bear the expense of doing so. The Cost Estimate for each individual Participating Entity will include additional polling locations for each Participating Entity, as set forth in Exhibit B.

VIII. General Provisions

A. Legal Notices

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

B. Communication

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

C. Custodian

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

D. Effective Date

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

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A and B

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

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

B. Notice

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

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

C. Force Majeure

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

D. Venue and Choice of Law

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

E. Entire Agreement

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

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

F. Severability

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

G. Breach

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

H. Payments from Current Revenues

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

I. Other Instruments

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

J. Third-Party Beneficiaries

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

K. Other Joint Election Agreements

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

L. Mediation

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

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

M. Counterparts

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

SIGNATURE PAGE

City of Bee Cave
Name of Participating Entity _____
Address _____4000 Galleria Parkway____
_____Bee Cave, Texas 78738____
Name of Authorized Signatory _Kara King, Mayor_
Signature _____
Date signed _____
E-mail address _jtouchstone@beecavetexas.gov__

TRAVIS COUNTY

BY: _____
Dyana Limon-Mercado
County Clerk

Date: _____

Joint election agreement for November 5, 2024 elections



City Council Meeting
8/13/2024
Agenda Item Transmittal

Agenda Item: 6.F.

Agenda Title: Consider approval of First Renewal of Interlocal Agreement for Public Health Services Between City of Austin and City of Bee Cave.

Council Action: Consider approval

Department: Planning and Development

Staff Contact: Carly Pearson, Director of Planning and Development

1. INTRODUCTION/PURPOSE

This item is to consider a new five-year renewable Interlocal Agreement for Public Health Services between the City of Austin and City of Bee Cave.

2. DESCRIPTION/JUSTIFICATION

a) Background

The City of Bee Cave initially entered into an Interlocal Agreement with the Austin/Travis County Health and Human Services (A/TCHHS) in April, 2009 that included provisions for renewal up to four (4) successive one (1) year terms. Council exercised those renewal options. A second five (5) year renewable agreement was signed in October 2018. Council exercised the four (4) successive one (1) year terms. The proposed new agreement is similarly structured and may also be renewed for an additional four (4) one (1) year terms.

b) Issues and Analysis

A/TCHHS personnel have continued to perform well in providing services to Bee Cave's restaurants and various food establishments. A/TCHHS and their assigned personnel have communicated necessary information to the Planning and Development Department and have been proactive in contacting staff when (infrequent) issues have arisen.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
☐ Interlocal first renewal	Backup Material
☐ Austin Public Health Interlocal 2023	Backup Material



June 17, 2024

Julie Oakley, City Manager
City of Bee Cave
4000 Galleria Pkwy.
Bee Cave, TX 78738

Dear Ms. Oakley,

Under the terms of the Interlocal Agreement between the City of Bee Cave and the City of Austin, for public health services, is set to expire on September 30, 2024. Per Section 2.0, this agreement may be renewed for one (1) additional one-year term upon written approval of the parties.

Please find enclosed two original agreement renewal forms signed by Austin Public Health Director Adrienne Sturup. To finalize the renewal of the agreement, please have the City Manager/Administrator/Secretary as appropriate sign these two forms and return one original copy to the Environmental Health Services Division using the enclosed stamped, self-addressed envelope.

We appreciate the opportunity to work with your city to provide these public health services. Should you have any questions, please do not hesitate to contact Environmental Health Supervisor, Michael Bland at (512) 978-0346 or by e-mail at Michael.Bland@austintexas.gov

Respectfully,

A handwritten signature in blue ink that reads 'Marcel Elizondo'.

Marcel Elizondo, Division Chief
Environmental Health Services Division
Austin Public Health

Enclosures

Renewal of Interlocal Agreement Forms

cc: Adrienne Sturup, Director APH
Todd Mers, Program Manager II, APH/EHSD
Joe Castelan, Administrative Manager, APH/EHSD
Michael Bland, Environmental Health Supervisor, APH/EHSD
Denise Estrada, Customer Solutions Coordinator



**FIRST RENEWAL OF INTERLOCAL AGREEMENT
FOR PUBLIC HEALTH SERVICES
BETWEEN THE CITY OF AUSTIN AND THE CITY OF BEE CAVE**

This First Renewal of the Interlocal Agreement for Public Health Services is entered into by and between the City of Austin, a Texas home-rule municipality located in Travis, Hays and Williamson counties (Austin), and City of Bee Cave, a Texas municipal corporation located in Travis County (Bee Cave).

Austin and Bee Cave entered into an interlocal agreement under which Austin provides certain public health services to Bee Cave in exchange for compensation in the form of inspection, permit and other fees.


The initial term of the Agreement became effective on October 1, 2023.

The terms of the initial Agreement permit the parties to renew the Agreement for up to four successive one-year terms. Austin and Bee Cave wish to renew the Agreement for a one-year term effective October 1, 2024, and terminating on September 30, 2025.

NOW, THEREFORE, for good and valuable consideration, the amount and sufficiency of which are acknowledged, Austin and Bee Cave agree to amend the Agreement as follows:

- 1) The Agreement is renewed for an additional one-year term from October 1, 2024, through September 30, 2025 (2025 Term).
- 2) All other terms and conditions of the Agreement shall remain in full force and effect for the 2025 Term.

CITY OF AUSTIN
A Texas Home Rule Municipality

By: 
Title: Director

CITY OF BEE CAVE

By: _____
Title: _____

**INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC HEALTH SERVICES
BETWEEN THE CITY OF AUSTIN AND THE CITY OF BEE CAVE**

This Agreement for Public Health Services ("Agreement") is made and entered into by and between the City of Austin, a municipal corporation and political subdivision of Texas ("Austin") and the City of Bee Cave, Travis County, a municipal corporation and political subdivision of Texas ("Bee Cave"), together the "parties," and each individually, a "party."

RECITALS

Austin and Bee Cave have the authority to provide for the enactment and enforcement of ordinances for the general welfare and health of local citizens under Chapter 51 of the Texas Local Government Code and other statutes.

Austin has established a public health department to provide for and promote public health through the enforcement of laws and ordinances governing activities affecting public health in Austin.

Bee Cave has adopted public health ordinances and wishes to secure certain health inspection services from Austin

Austin has experienced and trained personnel that can provide inspection services to Bee Cave in a way that would be more efficient than efforts by Bee Cave to provide those same services directly to its residents.

Austin and Bee Cave have the authority to enter into this Agreement under Chapter 791 of the Texas Government Code and Chapter 121 of the Health and Safety Code.

NOW, THEREFORE, in consideration of the agreements and consideration set forth below, the amount and sufficiency of which are hereby acknowledged, Bee Cave and Austin agree as follows:

1.0 DEFINITIONS

- 1.01 "Austin " means City of Austin, Texas.
- 1.02 "Custodial Care" means a general environmental health and safety inspection conducted at the request of a facility operator or resident to fulfill the requirements of the state licensing agency for child care, adoption or foster care.
- 1.03 "Director" means the Director of Austin Public Health.
- 1.04 "Food Enterprise" has the same meaning set forth in the Austin City Code
- 1.05 "Mayor" means the Mayor of Bee Cave or his or her successor.
- 1.06 "Fiscal Year" means the twelve (12) month time-period between October 1 and September 30 of the following year.

2.0 AGREEMENT TERM

Initial Term. This Agreement will be effective for a 12-month term beginning October 1, 2023 and ending September 30, 2024, unless sooner terminated under the terms of this Agreement.

It is understood and agreed that in no event shall any provision of this Agreement or any contract entered into under the terms of this Agreement be interpreted to obligate either party to provide funding or services beyond the revenues currently available to the party.

Renewal Term(s). This Agreement may be renewed for an additional four (4) successive 12-month terms upon written approval of the parties.

3.0 RESPONSIBILITIES OF AUSTIN

3.01 Austin shall:

3.01.1 Conduct inspections and help administer and enforce state laws and Bee Cave's ordinances regulating Food Enterprises, certified farmers markets, and Custodial Care establishments. More specifically, Austin shall conduct plan review, permit issuance, inspections, and complaint investigations, and shall participate in Bee Cave's administrative enforcement as described in section 3.03 of the Agreement.

3.01.2 Prepare and maintain case files of completed inspections, and inform Bee Cave of the results of such inspections and any recommendations for action by Bee Cave.

3.01.3 Ensure Austin-staff is available to testify at court proceedings in the event suit is brought regarding the services provided under this Agreement or Bee Cave's enforcement actions.

3.01.4 Collect all fees related to inspection, permitting, and plan review activities as provided for in this Agreement from affected businesses based on fee rates set forth in Exhibit A or as otherwise amended by the Austin City Council.

3.02 Austin shall have no duty to perform the following activities and Bee Cave agrees to be fully responsible for the following:

3.02.1 Initiate or prosecute civil or criminal suits resulting from complaints or cases investigated under this Agreement.

3.02.2 Schedule or conduct enforcement hearings.

3.02.3 Assess or collect any penalties, fines or liens.

- 3.03 Enforce state law(s) and any applicable Bee Cave ordinances, which shall be limited to on-site investigations, issuance of notices, attempts to secure voluntary compliance, and provision of witness testimony and evidence by Austin-staff at administrative hearings before Bee Cave City Council or its delegate.

4.0 RESPONSIBILITIES OF BEE CAVE

4.01 Bee Cave shall:

- 4.01.1 Authorize personnel of Austin Public Health to act as its agents in enforcing state law and applicable Bee Cave ordinances.
- 4.01.2 Provide Austin certified copies of Bee Cave ordinances intended to be enforced in accordance with this Agreement.
- 4.01.3 Schedule and conduct required legal enforcement hearings related to services rendered under this Agreement. Additionally, Bee Cave will be responsible for implementing legal enforcement measures that result from enforcement hearings.
- 4.01.4 Assess and collect fines and penalties and enforce liens.
- 4.01.5 Notify Austin Public Health regarding Food Enterprises for which Bee Cave has received a site plan or building permit application.

5.0 MUTUAL RESPONSIBILITIES

Austin and Bee Cave agree to meet annually to establish and evaluate operating policies and procedures and make adjustments or changes that may mutually benefit both parties, unless otherwise scheduled by mutual agreement.

6.0 COMPENSATION

In consideration of the services to be provided by Austin under this Agreement, Bee Cave grants to Austin the exclusive right to bill, collect, and retain all inspection, permit and other fees from residents and businesses located within the corporate limits of Bee Cave, Texas based on fee rates set forth in Exhibit A, incorporated herein for all purposes, or as otherwise amended by Austin City Council.

By approving this Agreement, Bee Cave hereby adopts the fees described in Exhibit A, waives all rights to fees collected by Austin, and designates Austin as its exclusive agent for purposes of providing the services and collecting the related fees as described in this Agreement. The parties agree that Austin shall bill and collect fees in accordance with Austin policies and procedures.

In recognition of the fact that Austin's only compensation under this Agreement will be the fees it is able to collect from Bee Cave's residents and businesses, Bee Cave agrees to promptly take action against any resident or business that fails to pay a fee in a timely manner.

7.0 ENTIRE AGREEMENT

All oral and written agreements between the parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

8.0 RETENTION, ACCESSIBILITY AND AUDIT OF RECORDS AND REPORTS

8.01 Original Records. Austin, on behalf of Bee Cave, shall create and maintain files and records regarding permits, investigations and enforcement activities undertaken under this Agreement. All original records shall belong to Austin. Bee Cave shall be entitled to make and retain such copies as may be necessary to document its work.

8.02 Record Retention. Austin shall maintain the original of all routine fiscal and performance records and documentation of its activities performed under this Agreement in a readily available state and location until the later of: a) the completion by Bee Cave of an audit in conformance with generally accepted accounting principles and procedures for governmental organizations or b) three (3) years after the Agreement term in which the activity occurred. Bee Cave shall maintain records related to this Agreement in accordance with applicable government records retention schedules.

8.03 Bee Cave Access. Austin shall give Bee Cave, or its duly authorized representatives, full and reasonable access to and the right to examine all books, records, accounts, reports, files, and other papers, things or property belonging to or in use by Austin pertaining to this Agreement in an accessible location at reasonable times and for reasonable periods. These rights to access shall continue as long as these records are retained by Austin.

8.04 Bee Cave Audit. Bee Cave has the right to conduct an annual financial and compliance audit of Austin's performance of this Agreement. Austin shall permit Bee Cave, or its duly authorized representatives, to audit Austin's records that relate to this Agreement and to copy, at Bee Cave's expense, any document, materials or information necessary to facilitate these audits.

8.05 Austin Access. Bee Cave shall give Austin, or its duly authorized representatives, full and reasonable access to and the right to copy and examine all books, records, accounts, reports, files, and other papers, things or property belonging to or in use by Bee Cave pertaining to this Agreement in an accessible location at reasonable times and for reasonable periods. These rights to access shall continue as long as these records are retained by Bee Cave. As requested by Austin, Bee Cave shall certify to Austin the financial records relating to the performance of this Agreement.

9.0 AGENCY

The parties expressly acknowledge and agree that the actions of Austin personnel while in the performance of duties authorized by this Agreement shall be deemed to be the actions of Bee Cave. However, no employee of Austin shall be considered an employee of Bee Cave for purposes of gaining any rights or benefits available to an employee of Bee Cave pursuant to Bee Cave's personnel policies.

10.0 ON-SITE MONITORING

Bee Cave has the right to perform periodic on-site monitoring of Austin's compliance with the provisions of this Agreement and of the adequacy and timeliness of Austin's performance under this Agreement.

11.0 TERMINATION AND REMEDIES, CANCELLATION

11.01 Breach. Either party may terminate this Agreement if the other is in breach of an obligation and fails to cure such breach within thirty (30) days of receipt of written notice from the non-breaching party. If more than thirty (30) days are required to cure such default or breach, a reasonable time in excess of said days may be established, provided both parties agree in writing as to the time period to be substituted.

11.02 Termination. Either party has the right to terminate this Agreement, in whole or in part, as follows:

11.02.1 The other party fails to comply with a term or condition of this Agreement and failed to cure the breach in accordance with Section 11.01 of the Agreement;

11.02.2 The party is unable to conform to changes required by federal, state or local laws or regulations; or

11.02.3 The governing body of either party fails to approve funding sufficient to meet its obligations under the Agreement during their annual budget planning and adoption process.

11.03 Procedure for Termination. In the event of termination under Sections 11.02.2 or 11.02.3 of the Agreement, the party desiring to terminate shall notify the other party

in compliance with the notice provision described in Section 14 of the Agreement regarding the decision to terminate and specify an effective date of termination that is at least thirty (30) days after that notice and, in the case of partial termination, the portion of the Agreement to be terminated.

11.04 Termination Without Cause. Either party may terminate this Agreement at any time, in whole or in part, without cause, upon providing at least sixty (60) days written notice to the other party.

11.05 Rights Surviving Termination. City's right to bill and collect any fee that became due during the term of this Agreement shall survive the termination of this Agreement.

12.0 AMENDMENTS

This Agreement may be amended only in a writing approved by each party's governing body and signed by an authorized representative of each party.

13.0 LIABILITIES, CLAIMS

13.01 Liability. Austin shall not be liable for any claims, damages or attorney's fees arising from negligence or unlawful acts of Bee Cave or Bee Cave's agents arising from the performance of duties or responsibilities under this Agreement. Bee Cave shall not be liable for any claims, damages or attorney's fees arising from acts of Austin or Austin's employees conducted outside the scope of this Agreement.

13.02 Claims. If any claim or other action, including proceedings before an administrative agency, is made or brought by a person, firm, corporation or other entity against Austin or Bee Cave relating to the performance of the obligations under this Agreement, the party receiving notice of the claim shall give written notice to the other party of the claim or other action within three (3) working days after being notified of it or the threat of it, such notice to include: the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner described in Section 14 of the Agreement. Except as otherwise directed, each party shall furnish the other with copies of all pertinent papers received by that party with respect to such claims or actions.

14.0 NOTICES

14.01 Written Notice. Unless otherwise specified, all notices to be given to either party under this Agreement shall be in writing and may be delivered by courier or sent via electronic mail or postage pre-paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses

designated below, upon receipt in case of hand delivery or electronic mail, and three (3) days after deposit in the U.S. Mail, in case of mailing.

14.02 Bee Cave Address. The address of Bee Cave for all purposes under this Agreement and all notices hereunder shall be:

City Manager
City Hall
City of Bee Cave
4000 Galleria Parkway
Bee Cave, Texas 78738
Email: _____

14.03 City of Austin Addresses. The addresses of Austin for all purposes under this Agreement and all notices hereunder shall be:

City of Austin
Office of the City Manager
City Hall
301 West 2nd Street, Third Floor
Austin, Texas 78767

With copies to:

Adrienne Sturup, Director (or successor)
Austin Public Health Department
7201 Levander Loop, Building E
Austin, Texas 78702
Email: Adrienne.Sturup@austintexas.gov

Marcel Elizondo, Division Chief (or successor)
Austin Public Health Department
P.O. Box 142529
Austin, Texas 78714
Email: Marcel.Elizondo@austintexas.gov

14.04 Change of Address. Each party may change the address for notice to it by giving notice of the change in compliance with Section 14.01 of the Agreement.

15.0 LAW AND VENUE

This Agreement is governed by the laws of the State of Texas and all obligations under it are performable in Travis County, Texas. It is expressly understood that venue for any lawsuit or dispute arising out of or relating to this Agreement will be in Travis County.

16.0 COMPLIANCE WITH LAWS

Austin and Bee Cave shall observe and comply with the Constitutions of the United States and the State of Texas, and all applicable federal, state, City of Austin and Bee Cave laws, rules, ordinances and regulations affecting the conduct and performance of all obligations undertaken pursuant to this Agreement.

17.0 RESERVATION OF RIGHTS AND REMEDIES, NON-WAIVER; NO JOINT VENTURE

17.01 Rights and Remedies. If either party breaches this Agreement, the other party shall be entitled to any and all rights and remedies provided for by Texas law and any applicable Federal laws or regulations. All rights of Bee Cave and Austin, respectively, under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right under this Agreement. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

17.02 Non-Waiver. One or more acts of forbearance by either party to enforce any provision of this Agreement or any payment, act or omission by either party shall not constitute or be construed as a modification of this Agreement or a waiver of any breach or default of the other party which then exists or may subsequently exist.

17.03 Immunity or Defense. It is expressly understood and agreed that, in the execution of this Agreement, neither Austin nor Bee Cave waives nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions.

17.04 No Joint Venture or Joint Enterprise/No Third Party Beneficiaries. This Agreement shall not be construed to establish a joint venture or joint enterprise by the parties, nor shall this Agreement be construed to create or grant rights, contractual or otherwise, to any other person, or entity not a party to this Agreement.

18.0 ASSIGNABILITY

Neither party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by both parties that no officer, agent, employee or representative of either party has any authority to assign any part of this Agreement unless expressly granted that authority by the party's governing body.

19.0 BINDING CONTRACT

Subject to Section 18.0, this Agreement shall be binding upon the successors, assigns, administrators, and legal representatives of the parties to this Agreement.

20.0 SEVERABILITY

If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of it shall be construed as if that portion were not included in the Agreement and shall remain valid and binding.

21.0 MEDIATION

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

22.0 INTERPRETATIONAL GUIDELINES

22.01 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that Bee Cave has declared a holiday for its employees it shall be omitted from the computation.

22.02 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

23.0 DESIGNATION OF CODE ENFORCEMENT OFFICERS

Approval of this Agreement by Bee Cave City Council constitutes Bee Cave's designation of its authority to enforce Bee Cave's ordinances regulating Food Enterprises and Custodial Care establishments and to collect related fees, as provided in this Agreement, to qualified personnel of Austin Public Health as Code Enforcement Officers of Bee Cave.

24.0 NON-APPROPRIATION.

The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Austin City Council. Austin's performance obligations rely solely on funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to Bee Cave. Austin shall provide Bee Cave written notice of the failure of Austin to make an adequate appropriation for any fiscal year to perform under the Agreement, or the reduction of any appropriation to an amount insufficient to permit Austin to perform its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to Austin.

Executed on this the 27th day of June, 2023.

CITY OF BEE CAVE.

By: Kara King
Title: Mayor

CITY OF AUSTIN

By: Spencer Spivey
Title: Director, APH

City of Austin/Inter-Locals

Cash, check, money orders, MasterCard, Visa, American Express, and Discover Card

Travis County

Cash, check or money orders payments accepted.

FOOD PROTECTION FEES

Food Establishment Operating Permit Fees			
Food Service, Retail Food, Food Processing Plant or Warehouse	FEES	Food Service, Retail Food	FEES
<i>Fees marked with **** are not applicable to Charitable Feeding Organizations</i>			
<u>Risk Categories:</u>	<u>Size Categories:</u>	<u>Risk Categories:</u>	<u>Size Categories:</u>
1 (low risk)	A (>50 employees)	1 (low risk)	A (>50 employees)
2 (medium risk)	B (26-50 employees)	2 (medium risk)	B (26-50 employees)
3 (high risk)	C (1-25 employees)	3 (high risk)	C (1-25 employees)
Low Risk/Small - 1C****	\$359	Low Risk/Small - 1C	\$250
Low Risk/Medium - 1B****	\$378	Low Risk/Medium - 1B	\$275
Low Risk/Large - 1A****	\$416	Low Risk/Large - 1A	\$300
Medium Risk/Small - 2C****	\$532	Medium Risk/Small - 2C	\$275
Medium Risk/Medium - 2B****	\$608	Medium Risk/Medium - 2B	\$300
Medium Risk/Large - 2A****	\$684	Medium Risk/Large - 2A	\$300
High Risk/Small - 3C****	\$601	High Risk/Small - 3C	\$275
High Risk/Medium - 3B****	\$782	High Risk/Medium - 3B	\$300
High Risk/Large - 3A****	\$896	High Risk/Large - 3A	\$300
Child Care Facility	\$359	Child Care Facility	\$250
Qualified High Quality Child Care Facility	\$0		
		Food Processing Plant or Warehouse	n/a
Certified Farmers Market Permit Fees			
Class A	\$100	Class A	n/a
Class B	\$100	Class B	n/a
Mobile Food Vendor Fees			
Mobile Food Vendor Application Fee	\$158	Unrestricted/Unit	\$273
Unrestricted Permit/Unit	\$239	Restricted/Unit	\$198
Restricted Permit/Unit	\$212	Mobile Food Vendor TC Fire Inspection	\$204
Mobile Food Vendor Re-inspection	\$130	Mobile Food Vendor TC Fire Re-inspection	\$204
Mobile Food Vendor AFD Fire Inspection*	\$266	First TC Fire Re-inspection at no cost.	
Mobile Food Vendor AFD Fire Re-inspection*	\$266		
Mobile Food Vendor AFD Cancellation Fee**	\$150		
*Fees are assessed by COA Fire Department.			
First AFD Fire Re-inspection at no cost.			
** Cancellation Fees may be assessed for No Shows			
Temporary Food Permit Fees			
1 booth, 1 calendar day	\$75/booth	1-5 calendar days	\$98/booth
1-5 calendar days	\$280/booth	6-14 calendar days	\$145/booth
6-14 calendar days	\$303/booth	Expedited/Late Permit Application Fee	n/a
Expedited/Late Permit Application Fee	\$227		
Vending Machine Fees			
Vending Machine Application Fee	\$120	Vending Machine Application and Permit Fee	n/a
Permit Fee (per machine)	\$25		
Food Enterprise Inspection Fees			
Pre-Opening Inspection	\$178	Pre-Opening Inspection	n/a
Food Re-inspection	\$109	Food Re-inspection	n/a
Central Preparation Facility Registration	\$150		
Food Enterprise Plan Review Fees			
Event Health & Safety Review	\$265	Event Health & Safety Review	n/a
New Construction	\$312	New Construction	\$10
Remodel of Permitted Facility		Remodel of Permitted Facility	
>10,000 sq. ft.	\$312	>10,000 sq. ft.	\$10
2,500-10,000 sq. ft.	\$266	2,500-10,000 sq. ft.	\$10
<2,500 sq. ft.	\$221	<2,500 sq. ft.	\$10
Food Manager Certificate (FMC) Fees - City Only			
FMC Reciprocity Certificate	\$31		
FMC Duplicate Certificate	\$16		

OTHER FEES

Custodial Inspection	\$110	Custodial Inspection	n/a
Qualified High Quality Child Care Facility	\$0		
Junk Yard, Auto Wrecking & Salvage Yard	n/a	Junk Yard, Auto Wrecking & Salvage Yard	\$25
Stop and Swill Permits (per vehicle)	\$128	Stop and Swill Permits (per vehicle)	n/a
Tourist Court Permits	\$150	Tourist Court Permits	n/a
Food/Pool Inspection outside of normal work hours	\$173	Food/Pool Inspection outside of normal work hours	n/a
Permit Late Fee	\$100	Permit Late Fee	n/a
Food/Pool Variance Request/HACCP Review	\$337	Food/Pool Variance Request/HACCP Review	n/a

SWIMMING POOL/SPA FEES

Swimming Pool Permit	\$245	Swimming Pool Permit	\$95
Spa Permit	\$185	Spa Permit	\$95
Additional Spa Permit	\$185	Additional Spa Permit	\$95
Pool/Spa Plan Review (New or Remodel)	\$312	Pool/Spa Plan Review (New or Remodel)	\$50
Certificate of Occupancy Inspection	\$224	Certificate of Occupancy Inspection	n/a
Change of Ownership Inspection	\$224	Change of Ownership Inspection	n/a
Pool/Spa Re-inspection	\$173	Pool/Spa Re-inspection	n/a



***City Council Meeting
8/13/2024
Agenda Item Transmittal***

Agenda Item: 6.G.
Agenda Title: Consider approval of the Quarterly Investment Report for period ending June 30, 2024.
Council Action: Approve as Submitted
Department: Administration
Staff Contact: Administration

1. INTRODUCTION/PURPOSE

The purpose of this consent agenda item is to consider approval of the Quarterly Investment Report for period ending June 30, 2024.

2. DESCRIPTION/JUSTIFICATION

a) Background

A quarterly Finance and Investment report is required to be provided to the City Council.

b) Issues and Analysis

The report attached includes fiscal year to date information through June 30th, 2024.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

The report attached includes fiscal year to date information through June 30th, 2024.

5. RECOMMENDATION

Approve as submitted.

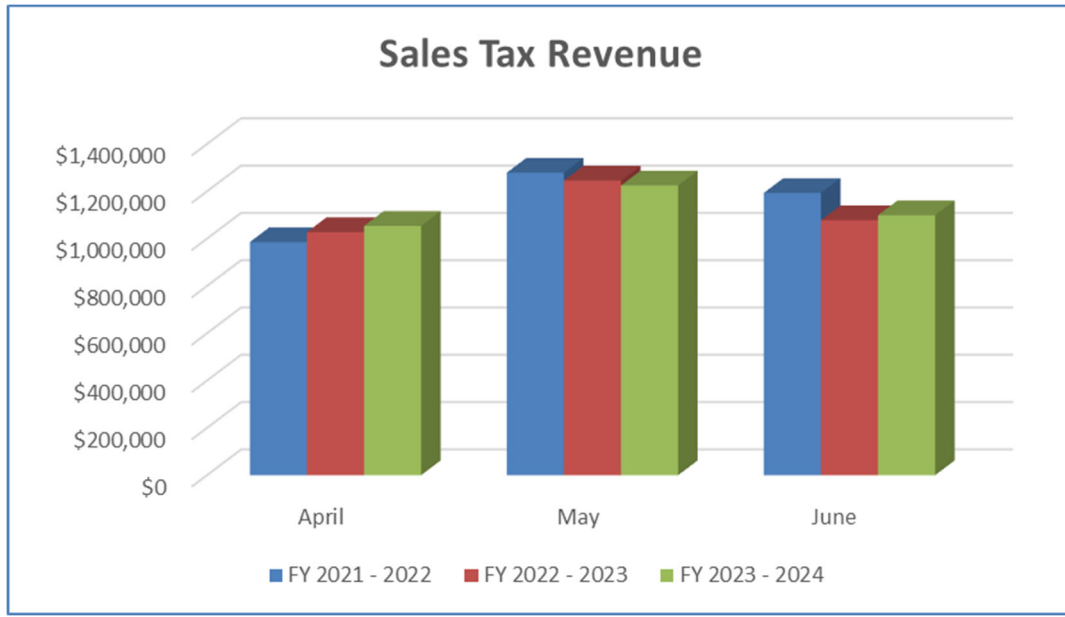
ATTACHMENTS:

Description	Type
☐ Quarterly Finance & Investment Report	Cover Memo



To: City Manager, Mayor & Council
 From: Finance
 Date: 8/13/2024
 Re: Quarterly Finance & Investments Report

Please note this report has dated information thru 75% of the fiscal year. The update is normally included in the second meeting of the month following the end of the quarter. The second meeting for Council in July was cancelled.



Total Sales Tax revenue through ¾'s of the fiscal year totals just under \$10.4M. Unfortunately, that's about \$165K behind last fiscal year.

Other General Fund Revenue:

Revenue Description	Budget	FYTD	Perform%
MIXED BEVERAGE TAX	\$165,000	\$142,557	86.40%
FRANCHISE FEES	\$564,000	\$448,458	79.51%
BUILDING FEES	\$376,000	\$559,231	148.73%
MUNICIPAL COURT	\$274,500	\$423,516	154.29%

The Building and Development Revenue and Municipal Court fiscal year-to-date results have outperformed our budget forecast.



FYTD General Fund Expense by Department:

Department	Budget 9/30/2024	FYTD 9/30/2024	Used
5010 - ADMINISTRATION	\$1,109,234	\$1,042,052	93.9%
5020 - CITY COUNCIL	\$54,600	\$30,650	56.1%
5030 - LEGAL	\$350,000	\$275,040	78.6%
5040 - COMMUNICATIONS	\$166,534	\$181,989	109.3%
5120 - NON DEPARTMENTAL	\$268,600	\$223,456	83.2%
5140 - INFORMATION TECHNOLOGY	\$431,000	\$305,122	70.8%
5200 - LIBRARY	\$1,150,372	\$865,251	75.2%
5350 - PARKS	\$525,862	\$295,961	56.3%
5650 - FACILITIES	\$359,278	\$287,280	0.0%
5500 - MUNICIPAL COURT	\$394,002	\$301,498	76.5%
5520 - POLICE	\$3,217,994	\$2,876,968	89.4%
5620 - PLANNING & DEVELOPMENT	\$1,125,289	\$819,363	72.8%
5800 - CHAPTER 380	\$1,250,000	\$1,050,000	84.0%
5990- TRANSFERS	\$556,722	\$0	0.0%
Totals	\$10,959,487	\$8,554,630	78.1%

Through June 30th, fiscal year-to-date expenses by department total ~\$85M or just over 78% overall of the 2023-24 budget appropriation.

Banking:

	Beginning Balance	Contributions	Withdrawals	Interest Earned	Avg Rate	Ending Balance
Bank Account (Wells Fargo- Pooled Cash)	\$365,104.87	\$6,277,249.61	(\$5,894,017.11)	\$996.86	1.0900%	\$748,337.37
Bank Account (Wells Fargo - Govt MM)	\$519,906.12	\$1,000,000.00	(\$1,500,000.00)	\$6,976.30	5.2300%	\$26,882.42
Totals	\$885,010.99	\$7,277,249.61	(\$7,394,017.11)	\$7,973.16	3.1600%	\$ 775,219.79

Note the WF Money Market rate performance remains competitive with our other investment pools.

Investment Performance:

Account	Beginning Balance	Contributions	Withdrawals	Interest Earned	Avg Rate	Ending Balance
Govt Pool (Texas Class)	\$23,963,781.35	\$0.00	\$0.00	\$325,552.91	5.4279%	\$24,289,334.26
Govt Pool (Logic)	\$13,276,428.79	\$0.00	(\$500,000.00)	\$179,957.85	5.4286%	\$12,956,386.64
Govt Pool (TexStar)	\$7,261.57	\$0.00	\$0.00	\$96.57	5.3087%	\$7,358.14
Govt Pool (TexPool)	\$5,486.28	\$0.00	\$0.00	\$73.00	5.3216%	\$5,559.28
Totals	\$37,252,957.99	\$0.00	(\$500,000.00)	\$505,680.33	5.3717%	\$ 37,258,638.32

Our investment pools continue returns exceeding 5%.

Please let us know if you have any questions regarding the information contained in this update.



***City Council Meeting
8/13/2024
Agenda Item Transmittal***

Agenda Item: 7.

Agenda Title: **Discuss and consider action on Ordinance No. 537 - accepting and approving the 2024 annual service plan update to the Service and Assessment Plan and an updated assessment roll for the Backyard Public Improvement District.**

Council Action: **Consider approval**

Department: **City Secretary**

Staff Contact: **Julie Oakley, City Manager**

1. INTRODUCTION/PURPOSE

Pursuant to the Public Improvement District (PID) Act, the Backyard PID Service and Assessment Plan must be reviewed and updated annually. The document before City Council is the Annual Service Plan Update for 2024.

2. DESCRIPTION/JUSTIFICATION

a) Background

The Backyard PID was created by City Council approval of Resolution No. 2020-12 on October 13, 2020. This PID finances certain Authorized Improvements for the benefit of the property within the District.

On October 26, 2021, the City Council approved the 2021 Service and Assessment Plan (SAP) for the District by adopting Ordinance No. 469 which approved the levy of Assessments against the assessed property within the District and approved the Assessment Roll. The Assessment Roll identifies the Assessments on each Parcel within the District, based on the method of assessment identified in the SAP.

b) Issues and Analysis

Casey Sclar, Project Manager with P3 Works, will be in attendance to explain the item and answer any questions.

3. FINANCIAL/BUDGET

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

Other source
Addtl tracking info

Grant title

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
☐ Ordinance No. 537	Backup Material
☐ Exhibit A	Backup Material

CITY OF BEE CAVE, TEXAS

ORDINANCE NO. 537

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS ACCEPTING AND APPROVING THE 2024 ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN AND AN UPDATED ASSESSMENT ROLL FOR THE BACKYARD PUBLIC IMPROVEMENT DISTRICT; MAKING AND ADOPTING FINDINGS; PROVIDING A CUMULATIVE REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on October 13, 2020, after due notice, the City Council (the “City Council”) of the City Bee Cave, Texas (the “City”) held a public hearing in the manner required by law on the advisability of the authorized improvements and services described in the petition as required by Section 372.009(a) of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “Act”), made the findings required by Section 372.009(b) of the Act and, adopted Resolution No. 2020-12 authorizing the creation of the Backyard Public Improvement District (the “District”); and

WHEREAS, pursuant to the Act, the City Council published notice and convened a public hearing on October 26, 2021, regarding the levy of assessments (the “Assessments”) against benefitted property located in the District (the “Assessed Property”); and

WHEREAS, on October 26, 2021, the City Council, after such notice and public hearing, adopted an ordinance (the “Assessment Ordinance”) accepting and approving a service and assessment plan for the District (as updated and amended from time to time, the “Service and Assessment Plan”), approving the assessment roll attached thereto (the “Assessment Roll”) and levying the Assessments on the Assessed Property within the District; and

WHEREAS, pursuant to the Act and to the terms of the Service and Assessment Plan, the City Council is required to annually update the service plan to the Service and Assessment Plan, including the Assessment Roll (each an “Annual Service Plan Update”); and

WHEREAS, pursuant to Section 371.013 of the Act, each Annual Service Plan Update must cover a period of at least five years, must define the annual indebtedness and projected costs for improvements and include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, and such service plan must also be reviewed and updated annually for the purpose of determining the annual budget for improvements; and

WHEREAS, on August 23, 2022, the City Council adopted an ordinance accepting and approving the Annual Service Plan Update to the Service and Assessment Plan for 2022; and

WHEREAS, on June 27, 2023, the City Council adopted an ordinance accepting and approving the Annual Service Plan Update to the Service and Assessment Plan for 2023; and

WHEREAS, pursuant to the Act and the terms of the Service and Assessment Plan, the City Council now desires to adopt an ordinance accepting and approving the Annual Service Plan Update to the Service and Assessment Plan for 2024, in the form attached hereto as Exhibit A; and

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

SECTION 1. Terms.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

SECTION 2. Findings.

The findings and determinations set forth in the preamble above are incorporated herein for all purposes and are hereby adopted.

SECTION 3. Annual Service Plan Update to the Service and Assessment Plan.

The “Backyard Public Improvement District 2024 Annual Service Plan Update” (the “2024 Annual Service Plan Update”), attached hereto as Exhibit A, is hereby accepted and approved pursuant to the Act, and incorporated as part of this Ordinance as if set forth in the body of this Ordinance. The Mayor, City Secretary, and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the provisions thereof in accordance therewith, including the filing of the Assessment Roll with the Travis County Tax Assessor/Collector.

SECTION 4. Filing in the Real Property Records.

In accordance with Section 372.013(e) of the Act, the City Secretary is directed to cause a copy of this Ordinance, including the 2024 Annual Service Plan Update, to be filed with the County Clerk of Travis County to be recorded in the real property records of Travis County, not later than the seventh day after the date the City Council adopts this Ordinance approving the 2024 Annual Service Plan Update.

SECTION 5. Governing Law.

This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 6. Severability.

If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 7. Effective Date.

This Ordinance shall take effect and be in force immediately from and after its adoption in accordance with applicable law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BEE CAVE, TEXAS THIS 13th DAY OF AUGUST, 2024.

Mayor

ATTEST:

City Secretary

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

Before me, on this day personally appeared the foregoing individuals, known to me to be the persons who signed the above and foregoing ordinance in my presence and acknowledged to me that such persons executed the above and foregoing ordinance for the purposes therein stated.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2024.

(SEAL)

Notary Public, State of Texas

Exhibit A

Backyard Public Improvement District 2024 Annual Service Plan Update

(See attached.)



**BACKYARD
PUBLIC IMPROVEMENT DISTRICT
2024 ANNUAL SERVICE PLAN UPDATE**

AUGUST 13, 2024

INTRODUCTION

Capitalized terms used in this 2024 Annual Service Plan Update shall have the meanings set forth in the 2021 Service and Assessment Plan (the “2021 SAP”).

The District was created pursuant to the PID Act by Resolution No. 2020-12 on October 13, 2020 by the City Council to finance certain Authorized Improvements for the benefit of the property in the District.

On October 26, 2021, the City Council approved the 2021 SAP for the District by adopting Ordinance No. 469 which approved the levy of Assessments against Assessed Property within the District and approved the Assessment Roll.

On August 23, 2022, the City Council approved the 2022 Annual Service Plan Update for the District by Ordinance No. 486, which updated the Assessment Roll for 2022.

On June 27, 2023, the City Council approved the 2023 Annual Service Plan Update for the District by Ordinance No. 510, which updated the Assessment Roll for 2023.

The 2021 SAP identified the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the District for the costs of the Authorized Improvements. Pursuant to the PID Act, the 2021 SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2024.

The Assessment Roll identifies the Assessments on each Parcel within the District, based on the method of assessment identified in the 2021 SAP. This 2024 Annual Service Plan Update also updates the Assessment Roll for 2024.

PARCEL SUBDIVISION

There have not been any recorded re-plats in the District.

See **Exhibit C** for the Lot Type classification map.

LOT SALES

Per the “Quarterly Report” dated March 31, 2024, as defined in the Continuing Disclosure Agreement of Developer dated as of November 1, 2021, relating to the PID Bonds, the lot ownership composition is provided below:

- Developer Owned:
 - Lot Type Hotel: 125 Rooms
 - Lot Type Venue: 98,000 SF Retail
 - Lot Type Parking 1: 508 Spaces
 - Lot Type Parking 2: 628 Spaces
 - Lot Type Office: 180,000 SF
- Mixed Use Owner Owned:
 - Lot Type Hotel: 0 Rooms
 - Lot Type Venue: 0 SF Retail
 - Lot Type Parking 1: 0 Spaces
 - Lot Type Parking 2: 0 Spaces
 - Lot Type Office: 0 SF

See **Exhibit D** for the buyer disclosures.

AUTHORIZED IMPROVEMENTS

Per the Quarterly Report dated March 31, 2024, the Authorized Improvements listed in the 2021 SAP for the District are currently under construction and projected to be completed in the first quarter of 2025. The budget for the Authorized Improvements remains unchanged as shown on the table below.

Authorized Improvements	Budget	Actual Costs Drawn from Improvement Account ¹	Actual Costs Financed with Sources Other Than Bond Proceeds ¹	Percent of Budget Spent	Forecast Completion Date
<i>Public Improvements</i>					
Onsite Roadways	\$ 3,568,155.00	\$ 2,477,257.00	\$ 1,090,898.00	100.00%	Q1 2023
Offsite Roadways	674,790.00	426,017.00	248,773.00	100.00%	Q1 2023
Water	911,551.00	771,173.00	140,378.00	100.00%	Q1 2023
Wastewater	625,640.00	529,290.00	96,350.00	100.00%	Q2 2023
Storm Sewer and Ponds	3,804,906.00	3,088,826.00	716,080.00	100.00%	Q1 2023
Onsite Right of Way Acquisition	3,860,000.00	-	-	0.00%	Q4 2024 ²
Soft Costs	829,252.00	356,216.70	473,035.40	100.00%	Q1 2023
District Formation Expenses	250,000.00	250,000.00	26,953.50	110.78%	N/A
Total	14,524,294.00	7,898,779.70	2,792,467.90	73.61%	

Notes:

(1) Per the Quarterly Report for quarter ending 3/31/2024.

(2) The City expects to complete the acquisition in Q4 2024.

OUTSTANDING ASSESSMENT

Net of the principal bond payment due September 1, 2024, the District has an outstanding Assessment of \$16,555,298.60, of which \$10,327,000.00 is attributable to the PID Bonds and \$6,228,298.60 is attributable to the Reimbursement Obligation.

ANNUAL INSTALLMENT DUE 1/31/2025

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$1,106,465.15, of which \$712,983.75 is pledged to payment of the PID Bonds and \$393,481.40 is allocable to the payment of the Reimbursement Obligation.
- **Additional Interest** – The total Additional Interest Reserve Requirement, as defined in the Indenture, is equal to \$567,985.00 and has not been met. As such, the Additional Interest Account will be funded with Additional Interest on the outstanding Assessments, resulting in an Additional Interest amount due of \$51,635.00.

- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Assessed Parcel based on the amount of outstanding Assessment remaining on such parcel. The total Annual Collection Costs budgeted for the Annual Installment is \$52,536.24.

Annual Collection Costs Breakdown	
Administration	\$ 31,836.24
City Auditor	2,500.00
Filing Fees	1,000.00
County Collection	200.00
PID Trustee Fees	3,500.00
Draw Request Review	5,000.00
Bond Counsel Annual Fee	5,000.00
Miscellaneous	1,000.00
Arbitrage Calculation	2,500.00
Total Annual Collection Costs	\$ 52,536.24

PID Bonds	
Due January 31, 2025	
Principal	\$ 189,000.00
Interest	523,983.75
Annual Collection Costs	52,536.24
Additional Interest	51,635.00
Total Annual Installment	\$ 817,154.99

Reimbursement Obligation	
Due January 31, 2025	
Principal	\$ 126,910.22
Interest	266,571.18
Total Annual Installment	\$ 393,481.40

See the limited offering memorandum relating to the PID Bonds for the principal and interest payment dates. See **Exhibit B-1** for the debt service schedule for the PID Bonds as shown in the limited offering memorandum relating to the PID Bonds.

Please contact P3Works for the pay period for the Reimbursement Obligation. See **Exhibit B-2** for the reimbursement schedule for the Reimbursement Obligation.

PREPAYMENT OF ASSESSMENT IN FULL

No full Prepayments of Assessments have occurred within the District.

PARTIAL PREPAYMENT OF ASSESSMENTS

No partial Prepayments of Assessments have occurred within the District.

EXTRAORDINARY OPTIONAL REDEMPTIONS

No extraordinary optional redemptions have occurred within the District.

SERVICE PLAN - FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Annual Installment Due	1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029	
<i>PID Bonds</i>						
Principal	\$ 189,000.00	\$ 196,000.00	\$ 205,000.00	\$ 215,000.00	\$ 225,000.00	
Interest	523,983.75	516,187.50	508,102.50	498,365.00	488,152.50	
(1)	<u>\$ 712,983.75</u>	<u>\$ 712,187.50</u>	<u>\$ 713,102.50</u>	<u>\$ 713,365.00</u>	<u>\$ 713,152.50</u>	
<i>Reimbursement Obligation</i>						
Principal	\$ 126,910.22	\$ 132,341.98	\$ 138,006.22	\$ 143,912.88	\$ 150,072.35	
Interest	266,571.18	261,139.42	255,475.19	249,568.52	243,409.05	
(2)	<u>\$ 393,481.40</u>	<u>\$ 393,481.40</u>	<u>\$ 393,481.40</u>	<u>\$ 393,481.40</u>	<u>\$ 393,481.40</u>	
Additional Interest ¹	\$ 51,635.00	\$ 50,690.00	\$ 49,710.00	\$ 48,685.00	\$ 47,610.00	
(3)	\$ 51,635.00	\$ 50,690.00	\$ 49,710.00	\$ 48,685.00	\$ 47,610.00	
Annual Collection Costs	\$ 52,536.24	\$ 53,586.96	\$ 54,658.70	\$ 55,751.88	\$ 56,866.92	
(4)	\$ 52,536.24	\$ 53,586.96	\$ 54,658.70	\$ 55,751.88	\$ 56,866.92	
Total Annual Installment	(5) = (1) + (2) + (3) + (4)	\$ 1,210,636.39	\$ 1,209,945.87	\$ 1,210,952.61	\$ 1,211,283.28	\$ 1,211,110.82

Notes:

(1) Additional Interest is not charged on Assessments securing the Reimbursement Obligation.

ASSESSMENT ROLL

The list of current Parcels within the District, the corresponding total Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels shown on the Assessment Roll will receive the bills for the 2024 Annual Installments which will be delinquent if not paid by January 31, 2025.

EXHIBIT A – ASSESSMENT ROLL

Parcel ID	Tract ¹	Outstanding Assessment ²	Installment Due 1/31/2025 ²
797586	Tract 1, Tract 2A, Tract 2B, Tract 3, Tract 4	\$ 2,127,535.60	\$ 155,579.92
839511	Tract 1, Tract 2A, Tract 2B, Tract 3, Tract 4	\$ 6,148,935.92	\$ 449,652.15
839512	Tract 1, Tract 2A, Tract 2B, Tract 3, Tract 4	\$ 8,278,827.08	\$ 605,404.32
Total		\$ 16,555,298.60	\$ 1,210,636.39

Notes:

(1) Tracts 1, 2A, 2B, 3 and 4 are contained within Property IDs 797586, 839511 and 839512 which comprise the entirety of the District Initial Parcel. For billing purposes, the Annual Installment due 1/31/2025 will be allocated based on acreage.

(2) Totals may not sum due to rounding.

EXHIBIT B-1 – PID BONDS DEBT SERVICE SCHEDULE

DEBT SERVICE REQUIREMENTS

The following table sets forth the anticipated debt service requirements for the Series 2021 Bonds:

<u>Year Ending (September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 0.00	\$ 410,397.50	\$ 410,397.50
2023	0.00	531,450.00	531,450.00
2024	181,000.00	531,450.00	712,450.00
2025	189,000.00	523,983.76	712,983.76
2026	196,000.00	516,187.50	712,187.50
2027	205,000.00	508,102.50	713,102.50
2028	215,000.00	498,365.00	713,365.00
2029	225,000.00	488,152.50	713,152.50
2030	236,000.00	477,465.00	713,465.00
2031	247,000.00	466,255.00	713,255.00
2032	259,000.00	454,522.50	713,522.50
2033	273,000.00	441,572.50	714,572.50
2034	287,000.00	427,922.50	714,922.50
2035	301,000.00	413,572.50	714,572.50
2036	317,000.00	398,522.50	715,522.50
2037	333,000.00	382,672.50	715,672.50
2038	350,000.00	366,022.50	716,022.50
2039	369,000.00	348,522.50	717,522.50
2040	388,000.00	330,072.50	718,072.50
2041	408,000.00	310,672.50	718,672.50
2042	429,000.00	290,272.50	719,272.50
2043	453,000.00	267,750.00	720,750.00
2044	478,000.00	243,967.50	721,967.50
2045	504,000.00	218,872.50	722,872.50
2046	532,000.00	192,412.50	724,412.50
2047	561,000.00	164,482.50	725,482.50
2048	592,000.00	135,030.00	727,030.00
2049	625,000.00	103,950.00	728,950.00
2050	659,000.00	71,137.50	730,137.50
2051	696,000.00	36,540.00	732,540.00
Total	<u>\$ 10,508,000.00</u>	<u>\$ 10,550,298.76</u>	<u>\$ 21,058,298.76</u>

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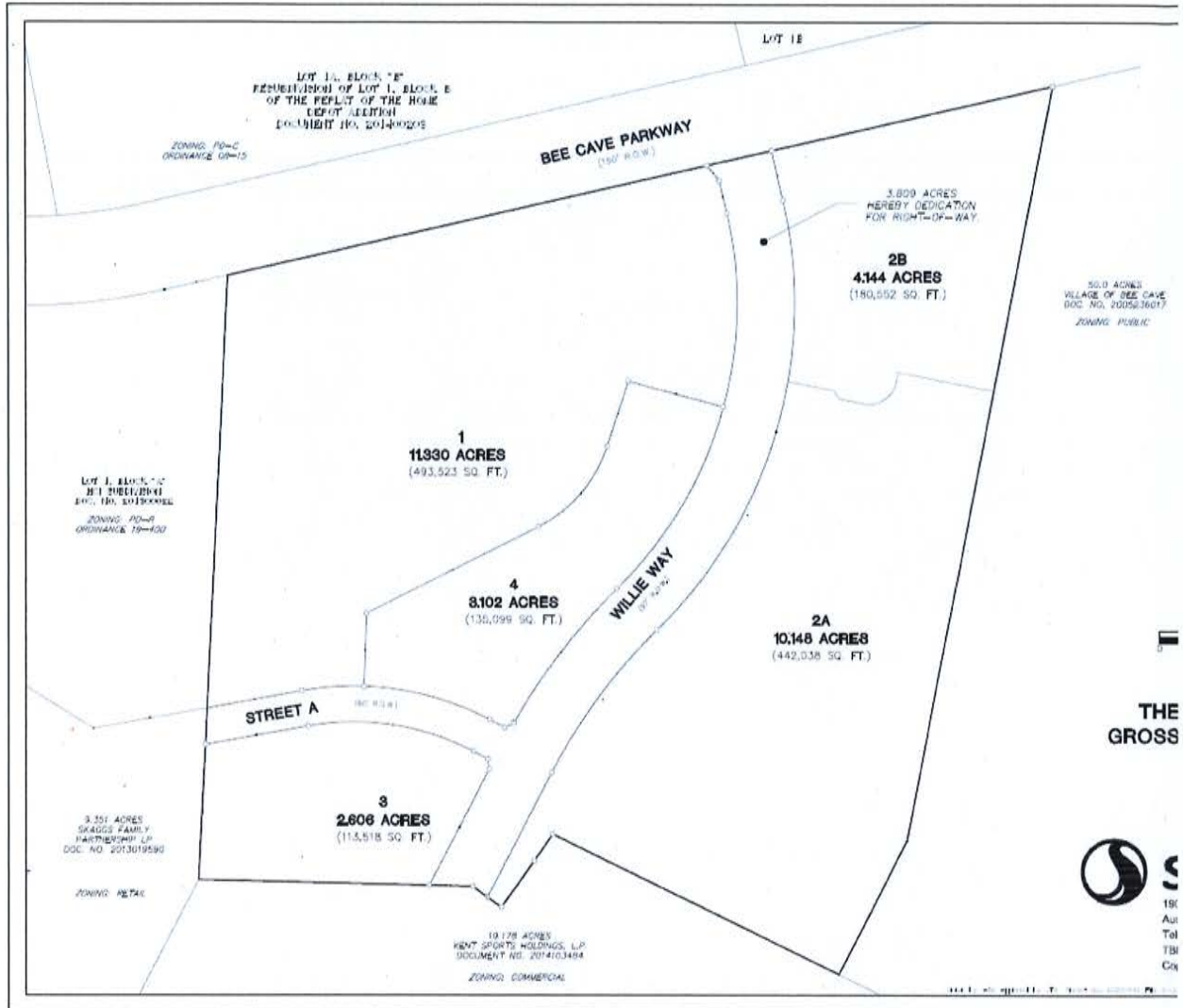
EXHIBIT B-2 – REIMBURSEMENT OBLIGATION ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Reimbursement Obligation		Total Annual Installment
	Principal	Interest ¹	
2025	\$ 126,910.22	\$ 266,571.18	\$ 393,481.40
2026	\$ 132,341.98	\$ 261,139.42	\$ 393,481.40
2027	\$ 138,006.22	\$ 255,475.19	\$ 393,481.40
2028	\$ 143,912.88	\$ 249,568.52	\$ 393,481.40
2029	\$ 150,072.35	\$ 243,409.05	\$ 393,481.40
2030	\$ 156,495.45	\$ 236,985.95	\$ 393,481.40
2031	\$ 163,193.46	\$ 230,287.95	\$ 393,481.40
2032	\$ 170,178.13	\$ 223,303.27	\$ 393,481.40
2033	\$ 177,461.76	\$ 216,019.64	\$ 393,481.40
2034	\$ 185,057.12	\$ 208,424.28	\$ 393,481.40
2035	\$ 192,977.57	\$ 200,503.83	\$ 393,481.40
2036	\$ 201,237.01	\$ 192,244.39	\$ 393,481.40
2037	\$ 209,849.95	\$ 183,631.45	\$ 393,481.40
2038	\$ 218,831.53	\$ 174,649.87	\$ 393,481.40
2039	\$ 228,197.52	\$ 165,283.88	\$ 393,481.40
2040	\$ 237,964.37	\$ 155,517.03	\$ 393,481.40
2041	\$ 248,149.25	\$ 145,332.15	\$ 393,481.40
2042	\$ 258,770.04	\$ 134,711.37	\$ 393,481.40
2043	\$ 269,845.39	\$ 123,636.01	\$ 393,481.40
2044	\$ 281,394.78	\$ 112,086.63	\$ 393,481.40
2045	\$ 293,438.47	\$ 100,042.93	\$ 393,481.40
2046	\$ 305,997.64	\$ 87,483.76	\$ 393,481.40
2047	\$ 319,094.34	\$ 74,387.06	\$ 393,481.40
2048	\$ 332,751.57	\$ 60,729.83	\$ 393,481.40
2049	\$ 346,993.34	\$ 46,488.06	\$ 393,481.40
2050	\$ 361,844.66	\$ 31,636.74	\$ 393,481.40
2051	\$ 377,331.61	\$ 16,149.79	\$ 393,481.40
Total	\$ 6,228,298.60	\$ 4,395,699.24	\$ 10,623,997.84

Footnotes:

(1) Interest on the Reimbursement Obligation is calculated at 4.28%. The Bond Buyer weekly index of 20-Bond Revenue was used to calculate the highest average index rate for tax-exempt bonds of 2.28% for the week of October 25, 2021.

EXHIBIT C – LOT TYPE CLASSIFICATION MAP



**BACKYARD PUBLIC IMPROVEMENT DISTRICT
2024 ANNUAL SERVICE PLAN UPDATE**

EXHIBIT D – BUYER DISCLOSURES

Buyer Disclosures for the following Lot Types within the District are found in this Exhibit:

- Tract 1
- Tract 2A
- Tract 2B
- Tract 3
- Tract 4

BACKYARD PUBLIC IMPROVEMENT DISTRICT – TRACT 1 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF BEE CAVE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

TRACT 1 PRINCIPAL ASSESSMENT: \$5,703,110.00

As the purchaser of the real property described above, you are obligated to pay assessments to City of Bee Cave, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Backyard Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Bee Cave. The exact amount of each annual installment will be approved each year by the Bee Cave City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Bee Cave.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

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§

COUNTY OF _____

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The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]¹

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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§
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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]²

² To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - TRACT 1

Installment Due 1/31	PID Bonds				Reimbursement Obligation		Total Annual Installment ¹
	Principal	Interest ²	Additional Interest	Annual Collection Costs	Principal	Interest ³	
2025	\$ 65,108.33	\$ 180,506.38	\$ 17,787.66	\$ 18,098.13	\$ 43,719.11	\$ 91,830.71	\$ 417,050.32
2026	\$ 67,519.75	\$ 177,820.66	\$ 17,462.12	\$ 18,460.09	\$ 45,590.29	\$ 89,959.53	\$ 416,812.44
2027	\$ 70,620.14	\$ 175,035.47	\$ 17,124.52	\$ 18,829.30	\$ 47,541.55	\$ 88,008.26	\$ 417,159.25
2028	\$ 74,065.03	\$ 171,681.01	\$ 16,771.42	\$ 19,205.88	\$ 49,576.33	\$ 85,973.49	\$ 417,273.16
2029	\$ 77,509.91	\$ 168,162.92	\$ 16,401.10	\$ 19,590.00	\$ 51,698.20	\$ 83,851.62	\$ 417,213.75
2030	\$ 81,299.29	\$ 164,481.20	\$ 16,013.55	\$ 19,981.80	\$ 53,910.88	\$ 81,638.94	\$ 417,325.65
2031	\$ 85,088.66	\$ 160,619.49	\$ 15,607.05	\$ 20,381.43	\$ 56,218.27	\$ 79,331.55	\$ 417,246.45
2032	\$ 89,222.52	\$ 156,577.77	\$ 15,181.61	\$ 20,789.06	\$ 58,624.41	\$ 76,925.41	\$ 417,320.79
2033	\$ 94,045.36	\$ 152,116.65	\$ 14,735.50	\$ 21,204.84	\$ 61,133.54	\$ 74,416.28	\$ 417,652.17
2034	\$ 98,868.20	\$ 147,414.38	\$ 14,265.27	\$ 21,628.94	\$ 63,750.05	\$ 71,799.77	\$ 417,726.61
2035	\$ 103,691.04	\$ 142,470.97	\$ 13,770.93	\$ 22,061.52	\$ 66,478.55	\$ 69,071.27	\$ 417,544.28
2036	\$ 109,202.85	\$ 137,286.42	\$ 13,252.47	\$ 22,502.75	\$ 69,323.83	\$ 66,225.98	\$ 417,794.32
2037	\$ 114,714.67	\$ 131,826.28	\$ 12,706.46	\$ 22,952.81	\$ 72,290.90	\$ 63,258.92	\$ 417,750.03
2038	\$ 120,570.98	\$ 126,090.54	\$ 12,132.89	\$ 23,411.86	\$ 75,384.95	\$ 60,164.87	\$ 417,756.08
2039	\$ 127,116.26	\$ 120,061.99	\$ 11,530.03	\$ 23,880.10	\$ 78,611.42	\$ 56,938.40	\$ 418,138.20
2040	\$ 133,661.54	\$ 113,706.18	\$ 10,894.45	\$ 24,357.70	\$ 81,975.99	\$ 53,573.83	\$ 418,169.69
2041	\$ 140,551.31	\$ 107,023.10	\$ 10,226.14	\$ 24,844.85	\$ 85,484.56	\$ 50,065.26	\$ 418,195.23
2042	\$ 147,785.57	\$ 99,995.54	\$ 9,523.38	\$ 25,341.75	\$ 89,143.30	\$ 46,406.52	\$ 418,196.06
2043	\$ 156,053.29	\$ 92,236.80	\$ 8,784.46	\$ 25,848.59	\$ 92,958.63	\$ 42,591.18	\$ 418,472.95
2044	\$ 164,665.50	\$ 84,044.00	\$ 8,004.19	\$ 26,365.56	\$ 96,937.26	\$ 38,612.55	\$ 418,629.07
2045	\$ 173,622.20	\$ 75,399.06	\$ 7,180.86	\$ 26,892.87	\$ 101,086.18	\$ 34,463.64	\$ 418,644.82
2046	\$ 183,267.88	\$ 66,283.89	\$ 6,312.75	\$ 27,430.73	\$ 105,412.67	\$ 30,137.15	\$ 418,845.07
2047	\$ 193,258.05	\$ 56,662.33	\$ 5,396.41	\$ 27,979.34	\$ 109,924.33	\$ 25,625.49	\$ 418,845.95
2048	\$ 203,937.19	\$ 46,516.28	\$ 4,430.12	\$ 28,538.93	\$ 114,629.09	\$ 20,920.73	\$ 418,972.34
2049	\$ 215,305.31	\$ 35,809.58	\$ 3,410.44	\$ 29,109.71	\$ 119,535.22	\$ 16,014.60	\$ 419,184.85
2050	\$ 227,017.92	\$ 24,506.05	\$ 2,333.91	\$ 29,691.90	\$ 124,651.32	\$ 10,898.49	\$ 419,099.60
2051	\$ 239,764.00	\$ 12,587.61	\$ 1,198.82	\$ 30,285.74	\$ 129,986.40	\$ 5,563.42	\$ 419,385.98
Total	\$ 3,557,532.75	\$ 3,126,922.56	\$ 302,438.51	\$ 639,666.19	\$ 2,145,577.25	\$ 1,514,267.84	\$ 11,286,405.10

Footnotes:

- (1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.
- (2) Interest on the Reimbursement Obligation is calculated at 4.28%. The Bond Buyer weekly index of 20-Bond Revenue was used to calculate the highest average index rate for tax-exempt bonds of 2.28% for the week of October 25, 2021.
- (3) Additional Interest is not charged on the Reimbursement Obligation.

BACKYARD PUBLIC IMPROVEMENT DISTRICT – TRACT 2A – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF BEE CAVE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

TRACT 2A PRINCIPAL ASSESSMENT: \$5,107,066.74

As the purchaser of the real property described above, you are obligated to pay assessments to City of Bee Cave, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Backyard Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Bee Cave. The exact amount of each annual installment will be approved each year by the Bee Cave City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Bee Cave.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

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The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

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The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - TRACT 2A

Installment Due 1/31	PID Bonds				Reimbursement Obligation		Total Annual Installment ¹
	Principal	Interest ²	Additional Interest	Annual Collection Costs	Principal	Interest ³	
2025	\$ 58,303.73	\$ 161,641.30	\$ 15,928.64	\$ 16,206.66	\$ 39,149.94	\$ 82,233.30	\$ 373,463.57
2026	\$ 60,463.12	\$ 159,236.27	\$ 15,637.12	\$ 16,530.79	\$ 40,825.56	\$ 80,557.68	\$ 373,250.55
2027	\$ 63,239.49	\$ 156,742.17	\$ 15,334.81	\$ 16,861.41	\$ 42,572.89	\$ 78,810.35	\$ 373,561.11
2028	\$ 66,324.35	\$ 153,738.29	\$ 15,018.61	\$ 17,198.64	\$ 44,395.01	\$ 76,988.23	\$ 373,663.12
2029	\$ 69,409.20	\$ 150,587.88	\$ 14,686.99	\$ 17,542.61	\$ 46,295.12	\$ 75,088.12	\$ 373,609.92
2030	\$ 72,802.54	\$ 147,290.95	\$ 14,339.94	\$ 17,893.46	\$ 48,276.55	\$ 73,106.69	\$ 373,710.13
2031	\$ 76,195.88	\$ 143,832.83	\$ 13,975.93	\$ 18,251.33	\$ 50,342.79	\$ 71,040.45	\$ 373,639.20
2032	\$ 79,897.70	\$ 140,213.52	\$ 13,594.95	\$ 18,616.36	\$ 52,497.46	\$ 68,885.78	\$ 373,705.77
2033	\$ 84,216.49	\$ 136,218.64	\$ 13,195.46	\$ 18,988.68	\$ 54,744.35	\$ 66,638.89	\$ 374,002.52
2034	\$ 88,535.29	\$ 132,007.81	\$ 12,774.38	\$ 19,368.46	\$ 57,087.41	\$ 64,295.83	\$ 374,069.18
2035	\$ 92,854.08	\$ 127,581.05	\$ 12,331.70	\$ 19,755.83	\$ 59,530.75	\$ 61,852.49	\$ 373,905.90
2036	\$ 97,789.85	\$ 122,938.34	\$ 11,867.43	\$ 20,150.94	\$ 62,078.66	\$ 59,304.58	\$ 374,129.81
2037	\$ 102,725.61	\$ 118,048.85	\$ 11,378.48	\$ 20,553.96	\$ 64,735.63	\$ 56,647.61	\$ 374,090.15
2038	\$ 107,969.87	\$ 112,912.57	\$ 10,864.85	\$ 20,965.04	\$ 67,506.32	\$ 53,876.92	\$ 374,095.57
2039	\$ 113,831.09	\$ 107,514.08	\$ 10,325.00	\$ 21,384.34	\$ 70,395.59	\$ 50,987.65	\$ 374,437.75
2040	\$ 119,692.31	\$ 101,822.52	\$ 9,755.85	\$ 21,812.03	\$ 73,408.52	\$ 47,974.72	\$ 374,465.95
2041	\$ 125,862.01	\$ 95,837.91	\$ 9,157.39	\$ 22,248.27	\$ 76,550.40	\$ 44,832.84	\$ 374,488.82
2042	\$ 132,340.21	\$ 89,544.81	\$ 8,528.08	\$ 22,693.24	\$ 79,826.76	\$ 41,556.48	\$ 374,489.57
2043	\$ 139,743.85	\$ 82,596.95	\$ 7,866.38	\$ 23,147.10	\$ 83,243.34	\$ 38,139.89	\$ 374,737.52
2044	\$ 147,455.99	\$ 75,260.39	\$ 7,167.66	\$ 23,610.04	\$ 86,806.16	\$ 34,577.08	\$ 374,877.32
2045	\$ 155,476.61	\$ 67,518.96	\$ 6,430.38	\$ 24,082.24	\$ 90,521.46	\$ 30,861.78	\$ 374,891.42
2046	\$ 164,114.20	\$ 59,356.43	\$ 5,652.99	\$ 24,563.89	\$ 94,395.78	\$ 26,987.46	\$ 375,070.75
2047	\$ 173,060.27	\$ 50,740.44	\$ 4,832.42	\$ 25,055.17	\$ 98,435.92	\$ 22,947.32	\$ 375,071.54
2048	\$ 182,623.31	\$ 41,654.77	\$ 3,967.12	\$ 25,556.27	\$ 102,648.98	\$ 18,734.26	\$ 375,184.72
2049	\$ 192,803.33	\$ 32,067.05	\$ 3,054.00	\$ 26,067.39	\$ 107,042.36	\$ 14,340.88	\$ 375,375.02
2050	\$ 203,291.83	\$ 21,944.88	\$ 2,089.99	\$ 26,588.74	\$ 111,623.77	\$ 9,759.47	\$ 375,298.68
2051	\$ 214,705.79	\$ 11,272.05	\$ 1,073.53	\$ 27,120.52	\$ 116,401.27	\$ 4,981.97	\$ 375,555.13
Total	\$ 3,185,727.99	\$ 2,800,121.72	\$ 270,830.07	\$ 572,813.41	\$ 1,921,338.74	\$ 1,356,008.73	\$ 10,106,840.66

Footnotes:

- (1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.
- (2) Interest on the Reimbursement Obligation is calculated at 4.28%. The Bond Buyer weekly index of 20-Bond Revenue was used to calculate the highest average index rate for tax-exempt bonds of 2.28% for the week of October 25, 2021.
- (3) Additional Interest is not charged on the Reimbursement Obligation.

BACKYARD PUBLIC IMPROVEMENT DISTRICT – TRACT 2B – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF BEE CAVE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

TRACT 2B PRINCIPAL ASSESSMENT: \$2,415,681.95

As the purchaser of the real property described above, you are obligated to pay assessments to City of Bee Cave, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Backyard Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Bee Cave. The exact amount of each annual installment will be approved each year by the Bee Cave City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Bee Cave.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

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The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

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The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - TRACT 2B

Installment Due 1/31	PID Bonds				Reimbursement Obligation		Total Annual Installment ¹
	Principal	Interest ²	Additional Interest	Annual Collection Costs	Principal	Interest ³	
2025	\$ 27,578.11	\$ 76,457.58	\$ 7,534.37	\$ 7,665.87	\$ 18,518.22	\$ 38,896.98	\$ 176,651.15
2026	\$ 28,599.52	\$ 75,319.98	\$ 7,396.48	\$ 7,819.19	\$ 19,310.80	\$ 38,104.40	\$ 176,550.39
2027	\$ 29,912.77	\$ 74,140.25	\$ 7,253.48	\$ 7,975.58	\$ 20,137.31	\$ 37,277.90	\$ 176,697.29
2028	\$ 31,371.93	\$ 72,719.40	\$ 7,103.92	\$ 8,135.09	\$ 20,999.18	\$ 36,416.03	\$ 176,745.54
2029	\$ 32,831.09	\$ 71,229.23	\$ 6,947.06	\$ 8,297.79	\$ 21,897.95	\$ 35,517.26	\$ 176,720.37
2030	\$ 34,436.16	\$ 69,669.75	\$ 6,782.90	\$ 8,463.75	\$ 22,835.18	\$ 34,580.03	\$ 176,767.77
2031	\$ 36,041.24	\$ 68,034.04	\$ 6,610.72	\$ 8,633.02	\$ 23,812.53	\$ 33,602.68	\$ 176,734.22
2032	\$ 37,792.23	\$ 66,322.08	\$ 6,430.52	\$ 8,805.68	\$ 24,831.70	\$ 32,583.51	\$ 176,765.71
2033	\$ 39,835.05	\$ 64,432.47	\$ 6,241.55	\$ 8,981.79	\$ 25,894.50	\$ 31,520.71	\$ 176,906.07
2034	\$ 41,877.87	\$ 62,440.71	\$ 6,042.38	\$ 9,161.43	\$ 27,002.78	\$ 30,412.42	\$ 176,937.61
2035	\$ 43,920.70	\$ 60,346.82	\$ 5,832.99	\$ 9,344.66	\$ 28,158.50	\$ 29,256.71	\$ 176,860.37
2036	\$ 46,255.35	\$ 58,150.79	\$ 5,613.39	\$ 9,531.55	\$ 29,363.69	\$ 28,051.52	\$ 176,966.28
2037	\$ 48,590.01	\$ 55,838.02	\$ 5,382.11	\$ 9,722.18	\$ 30,620.45	\$ 26,794.76	\$ 176,947.53
2038	\$ 51,070.58	\$ 53,408.52	\$ 5,139.16	\$ 9,916.63	\$ 31,931.01	\$ 25,484.20	\$ 176,950.09
2039	\$ 53,842.98	\$ 50,854.99	\$ 4,883.81	\$ 10,114.96	\$ 33,297.66	\$ 24,117.55	\$ 177,111.94
2040	\$ 56,615.38	\$ 48,162.84	\$ 4,614.59	\$ 10,317.26	\$ 34,722.79	\$ 22,692.41	\$ 177,125.28
2041	\$ 59,533.70	\$ 45,332.07	\$ 4,331.51	\$ 10,523.60	\$ 36,208.93	\$ 21,206.28	\$ 177,136.10
2042	\$ 62,597.94	\$ 42,355.38	\$ 4,033.85	\$ 10,734.08	\$ 37,758.67	\$ 19,656.54	\$ 177,136.45
2043	\$ 66,099.92	\$ 39,068.99	\$ 3,720.86	\$ 10,948.76	\$ 39,374.74	\$ 18,040.46	\$ 177,253.74
2044	\$ 69,747.82	\$ 35,598.75	\$ 3,390.36	\$ 11,167.73	\$ 41,059.98	\$ 16,355.23	\$ 177,319.86
2045	\$ 73,541.63	\$ 31,936.99	\$ 3,041.62	\$ 11,391.09	\$ 42,817.35	\$ 14,597.86	\$ 177,326.53
2046	\$ 77,627.28	\$ 28,076.05	\$ 2,673.91	\$ 11,618.91	\$ 44,649.93	\$ 12,765.28	\$ 177,411.36
2047	\$ 81,858.84	\$ 24,000.62	\$ 2,285.77	\$ 11,851.29	\$ 46,560.95	\$ 10,854.26	\$ 177,411.73
2048	\$ 86,382.24	\$ 19,703.03	\$ 1,876.48	\$ 12,088.31	\$ 48,553.76	\$ 8,861.45	\$ 177,465.27
2049	\$ 91,197.46	\$ 15,167.96	\$ 1,444.57	\$ 12,330.08	\$ 50,631.86	\$ 6,783.35	\$ 177,555.28
2050	\$ 96,158.60	\$ 10,380.10	\$ 988.58	\$ 12,576.68	\$ 52,798.90	\$ 4,616.31	\$ 177,519.17
2051	\$ 101,557.49	\$ 5,331.77	\$ 507.79	\$ 12,828.21	\$ 55,058.70	\$ 2,356.51	\$ 177,640.47
Total	\$ 1,506,873.91	\$ 1,324,479.17	\$ 128,104.71	\$ 270,945.16	\$ 908,808.04	\$ 641,402.59	\$ 4,780,613.58

Footnotes:

(1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

(2) Interest on the Reimbursement Obligation is calculated at 4.28%. The Bond Buyer weekly index of 20-Bond Revenue was used to calculate the highest average index rate for tax-exempt bonds of 2.28% for the week of October 25, 2021.

(3) Additional Interest is not charged on the Reimbursement Obligation.

BACKYARD PUBLIC IMPROVEMENT DISTRICT – TRACT 3 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF BEE CAVE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

TRACT 3 PRINCIPAL ASSESSMENT: \$1,517,678.44

As the purchaser of the real property described above, you are obligated to pay assessments to City of Bee Cave, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Backyard Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Bee Cave. The exact amount of each annual installment will be approved each year by the Bee Cave City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Bee Cave.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - TRACT 3

Installment Due 1/31	PID Bonds				Reimbursement Obligation		Total Annual Installment ¹
	Principal	Interest ²	Additional Interest	Annual Collection Costs	Principal	Interest ³	
2025	\$ 17,326.25	\$ 48,035.31	\$ 4,733.55	\$ 4,816.17	\$ 11,634.28	\$ 24,437.45	\$ 110,983.00
2026	\$ 17,967.96	\$ 47,320.60	\$ 4,646.92	\$ 4,912.49	\$ 12,132.22	\$ 23,939.51	\$ 110,919.70
2027	\$ 18,793.02	\$ 46,579.42	\$ 4,557.08	\$ 5,010.74	\$ 12,651.48	\$ 23,420.25	\$ 111,011.99
2028	\$ 19,709.75	\$ 45,686.75	\$ 4,463.11	\$ 5,110.96	\$ 13,192.97	\$ 22,878.76	\$ 111,042.31
2029	\$ 20,626.49	\$ 44,750.54	\$ 4,364.56	\$ 5,213.18	\$ 13,757.62	\$ 22,314.10	\$ 111,026.50
2030	\$ 21,634.89	\$ 43,770.78	\$ 4,261.43	\$ 5,317.44	\$ 14,346.45	\$ 21,725.28	\$ 111,056.27
2031	\$ 22,643.30	\$ 42,743.12	\$ 4,153.26	\$ 5,423.79	\$ 14,960.48	\$ 21,111.25	\$ 111,035.20
2032	\$ 23,743.38	\$ 41,667.57	\$ 4,040.04	\$ 5,532.26	\$ 15,600.79	\$ 20,470.94	\$ 111,054.98
2033	\$ 25,026.80	\$ 40,480.40	\$ 3,921.32	\$ 5,642.91	\$ 16,268.50	\$ 19,803.23	\$ 111,143.16
2034	\$ 26,310.23	\$ 39,229.06	\$ 3,796.19	\$ 5,755.77	\$ 16,964.79	\$ 19,106.94	\$ 111,162.97
2035	\$ 27,593.66	\$ 37,913.55	\$ 3,664.64	\$ 5,870.88	\$ 17,690.89	\$ 18,380.84	\$ 111,114.45
2036	\$ 29,060.43	\$ 36,533.86	\$ 3,526.67	\$ 5,988.30	\$ 18,448.06	\$ 17,623.67	\$ 111,180.99
2037	\$ 30,527.20	\$ 35,080.84	\$ 3,381.37	\$ 6,108.07	\$ 19,237.63	\$ 16,834.10	\$ 111,169.21
2038	\$ 32,085.65	\$ 33,554.48	\$ 3,228.73	\$ 6,230.23	\$ 20,061.00	\$ 16,010.73	\$ 111,170.82
2039	\$ 33,827.44	\$ 31,950.20	\$ 3,068.30	\$ 6,354.83	\$ 20,919.61	\$ 15,152.11	\$ 111,272.50
2040	\$ 35,569.23	\$ 30,258.83	\$ 2,899.17	\$ 6,481.93	\$ 21,814.97	\$ 14,256.76	\$ 111,280.88
2041	\$ 37,402.70	\$ 28,480.37	\$ 2,721.32	\$ 6,611.57	\$ 22,748.65	\$ 13,323.07	\$ 111,287.68
2042	\$ 39,327.84	\$ 26,610.23	\$ 2,534.31	\$ 6,743.80	\$ 23,722.30	\$ 12,349.43	\$ 111,287.90
2043	\$ 41,527.99	\$ 24,545.52	\$ 2,337.67	\$ 6,878.68	\$ 24,737.61	\$ 11,334.12	\$ 111,361.59
2044	\$ 43,819.83	\$ 22,365.30	\$ 2,130.03	\$ 7,016.25	\$ 25,796.38	\$ 10,275.35	\$ 111,403.13
2045	\$ 46,203.33	\$ 20,064.76	\$ 1,910.93	\$ 7,156.57	\$ 26,900.47	\$ 9,171.26	\$ 111,407.32
2046	\$ 48,770.18	\$ 17,639.08	\$ 1,679.91	\$ 7,299.71	\$ 28,051.81	\$ 8,019.92	\$ 111,460.61
2047	\$ 51,428.71	\$ 15,078.65	\$ 1,436.06	\$ 7,445.70	\$ 29,252.42	\$ 6,819.31	\$ 111,460.85
2048	\$ 54,270.58	\$ 12,378.64	\$ 1,178.92	\$ 7,594.61	\$ 30,504.43	\$ 5,567.30	\$ 111,494.48
2049	\$ 57,295.80	\$ 9,529.44	\$ 907.57	\$ 7,746.51	\$ 31,810.02	\$ 4,261.71	\$ 111,551.03
2050	\$ 60,412.69	\$ 6,521.41	\$ 621.09	\$ 7,901.44	\$ 33,171.48	\$ 2,900.24	\$ 111,528.35
2051	\$ 63,804.60	\$ 3,349.74	\$ 319.02	\$ 8,059.46	\$ 34,591.22	\$ 1,480.50	\$ 111,604.56
Total	\$ 946,709.91	\$ 832,118.43	\$ 80,483.18	\$ 170,224.24	\$ 570,968.53	\$ 402,968.15	\$ 3,003,472.44

Footnotes:

- (1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.
- (2) Interest on the Reimbursement Obligation is calculated at 4.28%. The Bond Buyer weekly index of 20-Bond Revenue was used to calculate the highest average index rate for tax-exempt bonds of 2.28% for the week of October 25, 2021.
- (3) Additional Interest is not charged on the Reimbursement Obligation.

BACKYARD PUBLIC IMPROVEMENT DISTRICT – TRACT 4 – BUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF BEE CAVE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

TRACT 4 PRINCIPAL ASSESSMENT: \$1,811,761.46

As the purchaser of the real property described above, you are obligated to pay assessments to City of Bee Cave, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Backyard Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Bee Cave. The exact amount of each annual installment will be approved each year by the Bee Cave City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Bee Cave.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

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The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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§
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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Travis County.

ANNUAL INSTALLMENTS - TRACT 4

Installment Due 1/31	PID Bonds				Reimbursement Obligation		Total Annual Installment ¹
	Principal	Interest ²	Additional Interest	Annual Collection Costs	Principal	Interest ³	
2025	\$ 20,683.58	\$ 57,343.19	\$ 5,650.78	\$ 5,749.41	\$ 13,888.67	\$ 29,172.74	\$ 132,488.36
2026	\$ 21,449.64	\$ 56,489.99	\$ 5,547.36	\$ 5,864.39	\$ 14,483.10	\$ 28,578.30	\$ 132,412.79
2027	\$ 22,434.58	\$ 55,605.19	\$ 5,440.11	\$ 5,981.68	\$ 15,102.98	\$ 27,958.43	\$ 132,522.97
2028	\$ 23,528.95	\$ 54,539.55	\$ 5,327.94	\$ 6,101.32	\$ 15,749.39	\$ 27,312.02	\$ 132,559.15
2029	\$ 24,623.31	\$ 53,421.92	\$ 5,210.29	\$ 6,223.34	\$ 16,423.46	\$ 26,637.95	\$ 132,540.28
2030	\$ 25,827.12	\$ 52,252.32	\$ 5,087.18	\$ 6,347.81	\$ 17,126.39	\$ 25,935.02	\$ 132,575.83
2031	\$ 27,030.93	\$ 51,025.53	\$ 4,958.04	\$ 6,474.77	\$ 17,859.39	\$ 25,202.01	\$ 132,550.67
2032	\$ 28,344.17	\$ 49,741.56	\$ 4,822.89	\$ 6,604.26	\$ 18,623.78	\$ 24,437.63	\$ 132,574.28
2033	\$ 29,876.29	\$ 48,324.35	\$ 4,681.17	\$ 6,736.35	\$ 19,420.87	\$ 23,640.53	\$ 132,679.56
2034	\$ 31,408.41	\$ 46,830.54	\$ 4,531.78	\$ 6,871.07	\$ 20,252.09	\$ 22,809.32	\$ 132,703.20
2035	\$ 32,940.52	\$ 45,260.11	\$ 4,374.74	\$ 7,008.49	\$ 21,118.88	\$ 21,942.53	\$ 132,645.28
2036	\$ 34,691.51	\$ 43,613.09	\$ 4,210.04	\$ 7,148.66	\$ 22,022.77	\$ 21,038.64	\$ 132,724.71
2037	\$ 36,442.51	\$ 41,878.51	\$ 4,036.58	\$ 7,291.64	\$ 22,965.34	\$ 20,096.07	\$ 132,710.64
2038	\$ 38,302.93	\$ 40,056.39	\$ 3,854.37	\$ 7,437.47	\$ 23,948.26	\$ 19,113.15	\$ 132,712.57
2039	\$ 40,382.24	\$ 38,141.24	\$ 3,662.85	\$ 7,586.22	\$ 24,973.24	\$ 18,088.16	\$ 132,833.96
2040	\$ 42,461.54	\$ 36,122.13	\$ 3,460.94	\$ 7,737.94	\$ 26,042.10	\$ 17,019.31	\$ 132,843.96
2041	\$ 44,650.28	\$ 33,999.05	\$ 3,248.64	\$ 7,892.70	\$ 27,156.70	\$ 15,904.71	\$ 132,852.07
2042	\$ 46,948.45	\$ 31,766.54	\$ 3,025.38	\$ 8,050.56	\$ 28,319.00	\$ 14,742.40	\$ 132,852.34
2043	\$ 49,574.94	\$ 29,301.74	\$ 2,790.64	\$ 8,211.57	\$ 29,531.06	\$ 13,530.35	\$ 132,940.30
2044	\$ 52,310.86	\$ 26,699.06	\$ 2,542.77	\$ 8,375.80	\$ 30,794.99	\$ 12,266.42	\$ 132,989.90
2045	\$ 55,156.23	\$ 23,952.74	\$ 2,281.21	\$ 8,543.32	\$ 32,113.01	\$ 10,948.39	\$ 132,994.90
2046	\$ 58,220.46	\$ 21,057.04	\$ 2,005.43	\$ 8,714.18	\$ 33,487.45	\$ 9,573.96	\$ 133,058.52
2047	\$ 61,394.13	\$ 18,000.46	\$ 1,714.33	\$ 8,888.46	\$ 34,920.71	\$ 8,140.69	\$ 133,058.80
2048	\$ 64,786.68	\$ 14,777.27	\$ 1,407.36	\$ 9,066.23	\$ 36,415.32	\$ 6,646.09	\$ 133,098.95
2049	\$ 68,398.10	\$ 11,375.97	\$ 1,083.43	\$ 9,247.56	\$ 37,973.89	\$ 5,087.51	\$ 133,166.46
2050	\$ 72,118.95	\$ 7,785.07	\$ 741.44	\$ 9,432.51	\$ 39,599.18	\$ 3,462.23	\$ 133,139.38
2051	\$ 76,168.12	\$ 3,998.83	\$ 380.84	\$ 9,621.16	\$ 41,294.02	\$ 1,767.38	\$ 133,230.35
Total	\$ 1,130,155.43	\$ 993,359.38	\$ 96,078.53	\$ 203,208.87	\$ 681,606.03	\$ 481,051.94	\$ 3,585,460.18

Footnotes:

- (1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.
- (2) Interest on the Reimbursement Obligation is calculated at 4.28%. The Bond Buyer weekly index of 20-Bond Revenue was used to calculate the highest average index rate for tax-exempt bonds of 2.28% for the week of October 25, 2021.
- (3) Additional Interest is not charged on the Reimbursement Obligation.



***City Council Meeting
8/13/2024
Agenda Item Transmittal***

Agenda Item: 8.

Agenda Title: Discuss and consider action on Ordinance No. 538 - an ordinance of the City of Bee Cave, Texas, amending article 14.04, city of Bee Cave code of ordinances regarding solicitors, to revise application procedures, establish lawful hours and make other changes; and providing for findings of fact, a cumulative clause, severability, and effective date.

Council Action: Disuss and consider action

Department: City Secretary

Staff Contact: Carly Pearson, Planning and Development Director

1. INTRODUCTION/PURPOSE

The purpose of this agenda items is for the City Council to discuss, review, and consider approval of the Amendment to Article 14 of the Code of Ordinances, regarding Solicitation in the City of Bee Cave.

2. DESCRIPTION/JUSTIFICATION

a) Background

The current ordinance regarding solicitation and peddlers in the City of Bee Cave was reviewed and found to be under the purview of the Police Department (PD) to issue permits, however, state law prohibits police departments from using their background checks system for this type of activity. Upon suggestion of the PD and concurrence of the City Manager and Planning and Development Department, it was determined that such permits could be more efficiently and effectively processed via the permitting department under Planning and Development.

b) Issues and Analysis

In reviewing the ordinance, changes were recommended and deemed necessary, including the ability to run background checks through the permitting department instead of the Police Department, and to refuse issuance of a solicitation permit if certain criminal or other offenses are found. It also updates the ability to prevent solicitation at residents' homes after dark, the ability to revoke a solicitation permit if valid complaints are received, and the requirement that a permit and identification be presented by the solicitor if requested by a home owner, police officer or official. This was determined to be an effective and important update to the

solicitation ordinance so that it can be more safely and efficiently administered, and assist the process of permitting solicitation in the City of Bee Cave for the Police Department.

3. FINANCIAL/BUDGET

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

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ord. No 538 Clean Version	Backup Material
<input type="checkbox"/> Ord. No. 538 Redline Version	Backup Material

ORDINANCE NO. 538

AN ORDINANCE OF THE CITY OF BEE CAVE, TEXAS, AMENDING ARTICLE 14.04, CITY OF BEE CAVE CODE OF ORDINANCES REGARDING SOLICITORS, TO REVISE APPLICATION PROCEDURES, ESTABLISH LAWFUL HOURS AND MAKE OTHER CHANGES; AND PROVIDING FOR FINDINGS OF FACT, A CUMULATIVE CLAUSE, SEVERABILITY, AND EFFECTIVE DATE.

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

WHEREAS, the City of Bee Cave, as a home rule municipality, derives its powers exclusively from its home rule charter and is limited in authority only by express provisions of the Texas Constitution and the State statutes; and

WHEREAS, the City Council makes the following findings:

1. The City of Bee Cave is mainly suburban in character;
2. Residents of the City of Bee Cave value their privacy and have complained about solicitors and others invading their privacy, especially in the evening;
3. The City Council is aware that residents in other municipalities have been victims of fraud, vandalism, and other personal or property crimes committed by individuals posing as legitimate solicitors, peddlers, or other forms of door-to-door sales or communications; and
4. The City Council is aware that residents in the City and other municipalities have been approached by legitimate but overly aggressive solicitors, peddlers, and other individuals traveling door-to-door or on public right of ways within residential zones who have invaded the privacy, seclusion, and personal space of members of the public; and
5. The City Council believes it must balance the ability for legitimate solicitors, peddlers, and other individuals going door-to-door to approach residents with the resident's rights to privacy, seclusion, and safety.

WHEREAS, the City Council of the City of Bee Cave desires to amend Article 14.04, Code of Ordinances of the City of Bee Cave, related to solicitors and peddlers to revise application procedures, establish lawful hours, and make other changes; and

WHEREAS, the City Council finds and determines that adoption of this Ordinance promotes the health, safety, and welfare of the public; and

WHEREAS, the City Council of the City of Bee Cave finds and determines that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code;

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

**I.
FINDINGS OF FACT**

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

**II.
ENACTMENT**

Article 14.04, Code of Ordinances of the City Bee Cave, Texas, is amended as set forth below, with insertions indicated by underlines (e.g. underlines) and deletions indicated by strikethroughs (e.g. ~~strikethroughs~~):

**ARTICLE 14.04
SOLICITATION**

§ 14.04.001. Purpose.

The purpose of this article is to:

- (1) Protect the sanctity of the public's right to privacy and freedom from the disturbance of unwanted solicitation within the city; and
- (2) Enact the minimal regulations to ensure the right to freedom of speech is not infringed upon.

§ 14.04.002. Definitions.

For the purpose of this article, the following words have the meanings ascribed to them below:

Canvasser. A person who attempts to make personal contact with a resident at his/her residence without a prior specific invitation or appointment from the resident, for the primary purpose of:

- (1) Attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue, or candidate, even if incidental to such purpose the canvasser accepts the donation of money for or against such cause; or
- (2) Distributing a handbill or flyer advertising a noncommercial event or service.

Residence. Every separate living unit occupied for residential purposes by one or more persons, contained within any type of building or structure.

Solicit. Any of the following activities, or any combination thereof:

- (1) Making, or attempting to make, personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident, for the primary purpose of attempting to sell a good or service.

- (2) Making, or attempting to make, personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident, for the primary purpose of obtaining a donation to, or raising funds for, a particular patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, charitable, political, or religious purpose, even if incidental to such purpose there is the sales of some good or service; or
- (3) Distributing handbills or flyers for a commercial purpose advertising an event, activity, service, good, or other commercial matter.

Soliciting Organization. A business, organization, corporation, company, partnership, sole-proprietorship, individual, association, or any other legal entity that utilizes, or causes to be utilized, solicitors or other persons to attempt personal contact with a resident, property owner, or occupier of a residential property at his/her residence without prior specific invitation or appointment from the resident, property owner, or occupier for the primary purpose of acting as a solicitor.

Solicitor. Any person who solicits.

Sunrise and Sunset. Sunrise and sunset are the times of day published by the U.S. Naval Observatory Astronomical Applications Department for sunrise and sunset on the relevant day in Austin, Travis County, Texas, or if such time is not available from the U.S. Naval Observatory Astronomical Applications Department, then such time of day established by a similar, reasonably reliable source.

§ 14.04.003. Permit required.

- (a) No person shall act as a solicitor within the city without first obtaining a solicitor permit in accordance with this article.
- (b) No soliciting organization may utilize, or cause to be utilized, more than one individual as a solicitor in the city during a calendar year without first obtaining a solicitor permit in the name of the soliciting organization. Each solicitor utilized by the soliciting organization, or under the direction of the soliciting organization, must have an individual solicitor permit issued under this article.
- (c) A canvasser is not required to have a solicitor permit but any canvasser wanting a solicitor permit for the purpose of reassuring city residents of the canvasser's good faith may be issued one upon the same terms as a solicitor, including but not limited to the application requirements under this article.

§ 14.04.004. Exception.

This article shall not apply to a federal, state, or local government employee or a public utility employee in the performance of his/her duty for his/her employer.

§ 14.04.005. Issuance of Permits.

- (a) Issuance. The city will issue a permit under this article within a reasonable time of receiving a complete application and completing any background checks or other investigations.
- (b) Permit prohibited. The city will not issue a permit to any person if the city reasonably

determines that:

- (1) The applicant or any adult acting on behalf of the applicant has been convicted of a felony (except crimes relating to political protest) or a misdemeanor involving moral turpitude under the laws of the State of Texas, any other state, or any law of the United States within seven (7) years of the date of the application;
 - (2) Any statement upon the application is false, unless the applicant can demonstrate that the falsehood was the result of excusable neglect;
 - (3) The city has received three (3) or more complaints from different residential property owners or occupiers within eighteen months prior to the date of the application, that the applicant has trespassed upon their property, been deceptive in prior transactions or dealings with the property owner or occupier, or violated any prohibition within this ordinance, including failing to honor a no solicitor sign/banner;
 - (4) The applicant has been convicted of, or pled no contest to, violating the terms of this article any time in the five years prior to the application;
 - (5) A permit issued to the applicant under this article has previously been revoked;
 - (6) The applicant is a person required to be registered as a sex offender under Texas law; or
 - (7) The applicant, or the person or entity on whose behalf the applicant will be conducting activities, is not authorized to conduct business in the State of Texas.
- (c) Background checks. The city will determine the above facts using sources of information available to the city, including but not limited to background checks using publicly available information or commercial background check services. Background checks will not be conducted by the city's police department except in connection with a criminal investigation related to the application. The city reserves the right to conduct further investigation regarding any application based on the information obtained during the city's initial investigation.
- (d) Contents. All permits shall display the name, issue date, expiration date, and photo of the individual holder. Permits for individuals that have been identified by a soliciting organization as being associated with a soliciting organization shall also include the name and contact information for the soliciting organization.

§ 14.04.006. Contents of application.

- (a) Individual permits. Application for an individual permit under this article shall be made upon a form provided by the city during regular business hours and shall contain such information requested in the application or as otherwise reasonably requested by the city. The applicant shall truthfully state in full the information requested on the application and information shall be submitted for each person for which a permit is requested.
- (b) Soliciting organization permit. Application for a permit for a soliciting organization under this article shall be made upon a form provided by the city during regular business hours and shall contain such information requested in the application or as otherwise

reasonably requested by the city. An authorized representative of the soliciting organization shall truthfully state in full the information requested on the application as well as the following information:

- (1) The name, type, and state of organization of the organization;
 - (2) An authorized agent to act on behalf of the organization regarding the organization's soliciting activities including name, phone number, mailing address for notice, email address, and any other information reasonably requested by the city;
 - (3) Federal employer identification number of the organization;
 - (4) A copy of the organization's registration to do business in the State of Texas filed with the Texas Secretary of State; and
 - (5) A copy of the organization's Texas sales tax license or proof of tax-exempt status.
- (c) Under oath. All statements made by the applicant upon the application or in connection therewith shall be under oath.
- (d) Application fees. Applicants shall pay fees for permits and renewals in accordance with the following or as may be provided by ordinance adopted by the city council:
- (1) Soliciting organization permit. The fee for an initial soliciting organization permit and each renewal is \$300.00. Such fee is non-refundable. Payment of such fee does not relieve any individual permit applicants identified by the soliciting organization from paying the applicable individual permit fee.
 - (2) Individual permit. The fee for an initial individual permit and each renewal is \$50.00. Such fee is non-refundable.
 - (3) Purpose; additional fees. Application fees are intended to reimburse the city as passthrough charges for background search and other administrative costs. Should a specific application require additional charges, such additional costs shall be passed onto the applicant at the rate of the actual out-of-pocket expenses incurred by the city. No permit will be issued unless any additional charges assessed under this subsection have been paid..

§ 14.04.007. Display of permit.

Except for children under the age of 18, each permit shall be (when the individual for whom it was issued is acting as a solicitor) kept on the person soliciting so that it may be presented to any person whom they are approaching if requested, or to any peace officer or city employee or official, when requested.

§ 14.04.008. Validity of permit; Renewal

Unless revoked, a permit shall be valid within the meaning of this article for a period of one year from its date of issuance or the term requested, whichever is less. The permit shall state the expiration date thereof. Permits may be renewed annually in the same manner as the initial

application.

§ 14.04.009. Revocation of permit.

- (a) Grounds. Any permit issued hereunder shall be revoked by the city manager or designee thereof if the holder of the permit receives 3 or more complaints from different residential property owners or occupiers, is convicted in municipal court of a violation of any of the provisions of this article, has made a false material statement in the application, or otherwise becomes disqualified for the issuance of a permit under the terms of this article.
- (b) Notice. Immediately upon such revocation, written notice thereof shall be given by the city to the holder of the permit in person or by certified United States mail addressed to his or her residence address set forth in the application. Immediately upon the giving of such notice, the permit shall become null and void.
- (c) Appeal. The permittee shall have ten (10) days from the date of revocation or denial in which to file notice of appeal to the city council. Upon receipt of an appeal, the city council will conduct a hearing on the denial or revocation within 30 days from the date of receipt of the appeal. After holding a hearing on the revocation or denial, the city council shall by majority vote either sustain the action or issue an order reinstating the permit. In the event of the filing of an appeal from a revocation issued under the provisions of this section, then, until such appeal has been determined by the city council, such revocation order shall be stayed.

§ 14.04.010. Notice regulating soliciting.

- (a) Every person desiring to limit permissible solicitation may post a weatherproof card, at least three inches by four inches (3" x 4") in size, upon or near the main entrance door to the residence, at the entrance driveway or other main access point, containing wording substantially as follows:
 - (1) "ONLY SOLICITORS PERMITTED IN THE CITY OF BEE CAVE INVITED;"
 - or
 - (2) "NO SOLICITORS INVITED."
- (b) Such card so exhibited shall constitute sufficient notice to any solicitor that soliciting is limited as stated on the card.

§ 14.04.011. Duty of solicitors and canvassers.

- (a) It shall be the duty of every solicitor and canvasser upon going onto any premises in the city upon which a residence as herein defined is located, to first examine the notice provided for in this article, if any is attached, and be governed by the statement contained on any notice. If the notice states "ONLY SOLICITORS PERMITTED IN THE CITY OF BEE CAVE INVITED," then the solicitor not possessing a valid permit as herein provided shall immediately and peacefully depart from the premises, and if the notice states "NO SOLICITORS INVITED," then the solicitor or canvasser, whether permitted

or not, shall immediately and peacefully depart from the premises and shall not leave any material, merchandise, handbill, or literature whatsoever on the premises.

- (b) No solicitor or canvasser shall engage in any conduct, activity or gesture which is threatening, offensive, or obnoxious in order to gain access or maintain access or contact with any person, including but not limited to, preventing the closing of a door or gate by physical means.
- (d) Every solicitor or canvasser shall identify himself as a solicitor upon approaching a citizen at a residence and explain his purpose, whether it be direct sales, solicitation of orders, or the demonstration of goods or merchandise, or any combination of such purposes.
- (e) Every solicitor shall provide identification when requested by the citizen they are approaching, or if requested by a peace officer or other city employee or official.
- (f) Any solicitor or canvasser who has gained entrance to any residence, whether invited or not, shall immediately and peacefully depart from the premises when requested to do so by the occupant.
- (g) No solicitor or canvasser shall use or attempt to use any entrance other than the front or main entrance to the dwelling or step from the sidewalk or indicated walkway (where one exists) leading from the right-of-way to the front or main entrance, except by express invitation of the resident or occupant of the property.
- (h) No solicitor, canvasser or any person working on their behalf, shall shout, make any outcry, blow a horn or whistle, ring a bell, or use any sound device, including any loud-speaking radio or sound-amplifying system, upon any of the streets, avenues, alleys, parks or other public places of the city, or upon any private premises of the city where sound of sufficient volume is emitted or produced therefrom to be capable to be plainly heard upon the streets, avenues, alleys, parks or other places, for the purpose of attracting attention to the location or to any goods, wares or merchandise which any person permitted pursuant to this article proposes to sell. This subsection also prohibits the use of any audio device for the purpose of attracting customers to retail establishments or merchants.
- (i) No solicitor or canvasser shall enter a private residence under false pretenses.
- (j) The permittee is responsible for all actions of the persons acting on its behalf within the scope of the permit issued.
- (k) No person under the age of 18 shall be permitted to solicit or canvass without being accompanied and supervised by an adult.
- (l) All holders of permits under this Article must report any conviction or other matter that would make such permit holder ineligible to hold a permit under this Article, including but not limited to conviction of a crime.

§ 14.04.012. Uninvited soliciting prohibited.

It is hereby declared to be unlawful and shall constitute a nuisance for any person to go upon any premises and ring the doorbell upon or near any door, or create any sound in any other manner calculated to attract the attention of the occupant of such residence, for the purpose of soliciting in defiance of the notice exhibited at the residence in accordance with the provisions of section 14.04.010 of this article.

§ 14.04.013. Time limit on soliciting.

It is hereby declared to be unlawful and shall constitute a nuisance for any person, whether registered under this article or not, to go upon any premises and ring the doorbell upon or near any door of a residence located thereon, or rap or knock upon any door or create any sound in any other manner calculated to attract the attention of the occupant of such residence, for the purpose of soliciting as herein defined, prior to 9:00 a.m. or after sunset of any day, or at any time on a Sunday or on a state or national holiday. Except that the above prohibitions in this section and in section 14.04.012 shall not apply when the solicitor or canvasser has an express invitation from the resident or occupant of a dwelling allowing him/her to enter upon any posted property.

§ 14.04.014. Distribution of handbills and commercial flyers.

In addition to the other regulations contained herein, a solicitor or canvasser leaving handbills or commercial flyers in the city shall observe the following regulations:

- (1) No handbill or flyer shall be left at, or attached to, any sign, utility pole, transit shelter, or other structure within the public right-of-way. The city may remove any handbill or flyer found within the right-of-way.
- (2) No handbill or flyer shall be left at, or attached to, any privately owned property in a manner that causes damage to such privately owned property.
- (3) No handbill or flyer shall be left at, or attached to, any property having a “no solicitor” sign.
- (4) Any person observed distributing handbills or flyers shall be required to identify himself/herself to the police by producing a permit and one other form of photo identification issued by a governmental entity. This is for the purpose of knowing the likely identity of the perpetrator if the city receives a complaint of damage caused to private property during the distribution of handbills or flyers.

§ 14.04.015. Solicitation in public right-of-way.

- (a) A person may solicit for a charitable or political purpose in or upon the public right-of-way, except in those areas and during those times prohibited in this article.
- (b) A person may conduct commercial solicitation in or upon the public right-of-way, except in those areas and during those times prohibited in this article if the solicitor has obtained a permit or who is a member of an organization that has obtained a permit.

- (c) Solicitation for any purpose in the public right-of-way shall be conducted only during the hours of daylight, specifically one-half (1/2) hour after sunrise and one-half (1/2) hour before sunset based on the times of sunrise and sunset.
- (d) It shall be unlawful for a person younger than eighteen (18) years of age to solicit in the public right-of-way.
- (e) It shall be unlawful for a solicitor at any time to enter or remain in the traveled portion of the roadway unless the solicitor has been granted authorization pursuant to section 552.0071 of chapter 552 of the Texas Transportation Code.
- (f) It shall be unlawful for a solicitor at any time to enter or remain in the traveled portion of the roadway of residential streets so that their presence impedes the flow of traffic.
- (g) It shall be unlawful for a person to solicit in the public right-of-way that is within one thousand (1,000) feet of any public or private elementary or secondary school between the hours of 7:30 a.m. and 4:30 p.m. on days when such school is in session. The measurement of the distance shall be made from the nearest property line of the public or private elementary or secondary school.

§ 14.04.016. Solicitation in selected public rights-of-way prohibited.

It shall be unlawful for any person to solicit, or distribute handbills at any time in the public rights-of-way, with or without a permit, within one thousand (1,000) feet of the following intersections:

- (1) Highway 71 at FM 2244 (Bee Caves Road);
- (2) Highway 71 at RR 620;
- (3) Bee Cave Parkway at RR 620;
- (4) Bee Cave Parkway at FM 2244;
- (5) FM 2244 at Resaca;
- (6) Highway 71 at Galleria Parkway (Hill Country Blvd.);
- (7) Highway 71 at Hamilton Pool Road;
- (8) RR 620 at Falconhead Boulevard; and
- (9) RR 620 at Home Depot Boulevard.

§ 14.04.017. Fee exemption.

Organizations that provide written evidence that they are a 501(c)(3) nonprofit organization according to the regulations of the Internal Revenue Service, shall be exempt from paying the permit fee; however, such nonprofit organizations are subject to and shall comply with the

application and permit requirements herein.

§ 14.04.018. Penalty.

Any person who violates any provision of this article or fails to observe any provision of this article shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine not exceeding five hundred dollars (\$500.00) Every day the violation continues and every occurrence or the doing of any act or thing prohibited, or the neglect or refusal to do any act or thing required by this article, shall constitute a separate offense. It shall not be necessary for the complaint to allege or for proof to be made that the act was knowingly done; nor shall it be necessary for the complaint to negative any exception contained in this article concerning any prohibited act, but any such exception made herein may be urged as a defense by any person charged by such complaint.

**III.
CUMULATIVE CLAUSE**

The provisions of this Ordinance are cumulative of all provisions of the City of Bee Cave Code of Ordinances; provided, however, all ordinances, resolutions, or parts thereof, that are in conflict or are inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict or inconsistency leaving the remainder of such other ordinance, resolution, or parts thereof intact, and the provisions of this Ordinance shall be and remain controlling as to the matter regulated herein.

**IV.
SEVERABILITY**

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 or invalid by final judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity 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 or invalid phrases, sentences, paragraphs, or sections.

**V.
EFFECTIVE DATE**

This Ordinance shall be effective as of the date of adoption.

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 Texas Open Meetings Act, Chapter 551, Texas Government Code, at which meeting a quorum was present and voting.

CITY OF BEE CAVE, TEXAS:

Kara King, Mayor

ATTEST:

City Secretary, Jo Ann Touchstone

APPROVED:

City Attorney, Ryan Henry

ORDINANCE NO. _____, 538

AN ORDINANCE OF THE CITY OF BEE CAVE, TEXAS, AMENDING ARTICLE 14.04, CITY OF BEE CAVE CODE OF ORDINANCES REGARDING SOLICITORS, TO REVISE APPLICATION PROCEDURES, ESTABLISH LAWFUL HOURS AND MAKE OTHER CHANGES; AND PROVIDING FOR FINDINGS OF FACT, A CUMULATIVE CLAUSE, SEVERABILITY, AND EFFECTIVE DATE.

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

WHEREAS, the City of Bee Cave, as a home rule municipality, derives its powers exclusively from its home rule charter and is limited in authority only by express provisions of the Texas Constitution and the State statutes; and

WHEREAS, the City Council makes the following findings:

1. The City of Bee Cave is mainly suburban in character;
2. Residents of the City of Bee Cave value their privacy and have complained about solicitors and others invading their privacy, especially in the evening;
3. The City Council is aware that residents in other municipalities have been victims of fraud, vandalism, and other personal or property crimes committed by individuals posing as legitimate solicitors, peddlers, or other forms of door-to-door sales or communications; and
4. The City Council is aware that residents in the City and other municipalities have been approached by legitimate but overly aggressive solicitors, peddlers, and other individuals traveling door-to-door or on public right of ways within residential zones who have invaded the privacy, seclusion, and personal space of members of the public; and
5. The City Council believes it must balance the ability for legitimate solicitors, peddlers, and other individuals going door-to-door to approach residents with the resident's rights to privacy, seclusion, and safety.

WHEREAS, the City Council of the City of Bee Cave desires to amend Article 14.04, Code of Ordinances of the City of Bee Cave, related to solicitors and peddlers to revise application procedures, establish lawful hours, and make other changes; and

WHEREAS, the City Council finds and determines that adoption of this Ordinance promotes the health, safety, and welfare of the public; and

WHEREAS, the City Council of the City of Bee Cave finds and determines that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code;

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

I.
FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

II.
ENACTMENT

Article 14.04, Code of Ordinances of the City Bee Cave, Texas, is amended as set forth below, with insertions indicated by underlines (e.g. underlines) and deletions indicated by strikethroughs (e.g. ~~strikethroughs~~):

ARTICLE 14.04
~~PEDDLERS AND SOLICITATION~~

§ 14.04.001. Purpose.

The purpose of this article is to:

- (1) Protect the sanctity of the public's right to privacy and freedom from the disturbance of unwanted solicitation within the city; and
- (2) Enact the minimal regulations to ensure the right to freedom of speech is not infringed upon.

§ 14.04.002. Definitions.

For the purpose of this article, the following words ~~as used herein shall be considered to~~ have the meanings ~~herein~~ ascribed ~~to them~~ theretobelow:

Canvasser. A person who attempts to make personal contact with a resident at his/her residence without a prior specific invitation or appointment from the resident, for the primary purpose of:

- (1) Attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue, or candidate, even if incidental to such purpose the canvasser accepts the donation of money for or against such cause; or
- (2) Distributing a handbill or flyer advertising a noncommercial event or service.

Peddler. ~~A person who attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident, for the primary purpose of attempting to sell a good or service. A "peddler" does not include a person who distributes handbills or flyers for a commercial purpose, advertising an event, activity, good or service that is offered to the resident for purchase at a location away from the residence or at a time different from the time of visit. Such a person is a "solicitor."~~

Residence. Every separate living unit occupied for residential purposes by one or more persons, contained within any type of building or structure.

Solicit. Any of the following activities, or any combination thereof:

- (1) Making, or attempting to make, personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident, for the primary purpose of attempting to sell a good or service.
- (2) Making, or attempting to make, personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident, for the primary purpose of obtaining a donation to, or raising funds for, a particular patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, charitable, political, or religious purpose, even if incidental to such purpose there is the sales of some good or service; or
- (3) Distributing handbills or flyers for a commercial purpose advertising an event, activity, service, good, or other commercial matter.

Soliciting Organization. A business, organization, corporation, company, partnership, sole-proprietorship, individual, association, or any other legal entity that utilizes, or causes to be utilized, solicitors or other persons to attempt personal contact with a resident, property owner, or occupier of a residential property at his/her residence without prior specific invitation or appointment from the resident, property owner, or occupier for the primary purpose of acting as a solicitor.

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Solicitor. Any person who solicits.

Solicitor. A person who attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident, for the primary purpose of:

~~Attempting to obtain a donation to a particular patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, charitable, political, or religious purpose, even if incidental to such purpose there is the sales of some good or service; or~~

Sunrise and Sunset. Sunrise and sunset are the times of day published by the U.S. Naval Observatory Astronomical Applications Department for sunrise and sunset on the relevant day in Austin, Travis County, Texas, or if such time is not available from the U.S. Naval Observatory Astronomical Applications Department, then such time of day established by a similar, reasonably reliable source.

~~Distributing a handbill or flyer advertising a commercial event or service.~~

§ 14.04.003. License-Permit required.

- (a) No person shall act as a peddler or solicitor within the city without first obtaining a peddler-solicitor permit license in accordance with this article. ~~A canvasser is not required to have a peddler license but any canvasser wanting a peddler license for the purpose of reassuring city residents of the canvasser's good faith shall be issued one upon request.~~
- (b) No soliciting organization may utilize, or cause to be utilized, more than one individual

as a solicitor in the city during a calendar year without first obtaining a solicitor permit in the name of the soliciting organization. Each solicitor utilized by the soliciting organization, or under the direction of the soliciting organization, must have an individual solicitor permit issued under this article.

- (c) A canvasser is not required to have a solicitor permit but any canvasser wanting a solicitor permit for the purpose of reassuring city residents of the canvasser's good faith may be issued one upon the same terms as a solicitor, including but not limited to the application requirements under this article.

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§ 14.04.004. **Exception.**

This article shall not apply to a federal, state, or local government employee or a public utility employee in the performance of his/her duty for his/her employer.

§ 14.04.005. **~~Application for license~~ Issuance of Permits.**

- (a) Issuance. The city will issue a permit under this article within a reasonable time of receiving a complete application and completing any background checks or other investigations. Application for a license shall be made upon a form provided by the city police department during regular business hours.

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- (b) Permit prohibited. The city will not issue a permit to any person if the city reasonably determines that:
~~The license shall be issued promptly after application, unless it is determined that:~~

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(1) The applicant or any adult acting on ~~the~~ behalf of the applicant has been convicted of a felony (except crimes relating to political protest) ~~or~~ a misdemeanor involving moral turpitude under the laws of the State of Texas, any other state, or any law of the United States within seven (7) years ~~the past seven years~~ of the date of the applications; ~~or~~

(2) Any statement upon the application is false, unless the applicant can demonstrate that the falsehood was the result of excusable neglect;

(3) The city has received three (3) or more complaints from different residential property owners or occupiers within eighteen months prior to the date of the application, that the applicant has trespassed upon their property, been deceptive in prior transactions or dealings with the property owner or occupier, or violated any prohibition within this ordinance, including failing to honor a no solicitor sign/banner;

(4) The applicant has been convicted of, or pled no contest to, violating the terms of this article any time in the five years prior to the application;

(5) A permit issued to the applicant under this article has previously been revoked;

(6) The applicant is a person required to be registered as a sex offender under Texas

law; or

(7) The applicant, or the person or entity on whose behalf the applicant will be conducting activities, is not authorized to conduct business in the State of Texas.

(c) Background checks. The city will determine the above facts using sources of information available to the city, including but not limited to background checks using publicly available information or commercial background check services. Background checks will not be conducted by the city's police department except in connection with a criminal investigation related to the application. The city reserves the right to conduct further investigation regarding any application based on the information obtained during the city's initial investigation.

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(d) Contents. All permits shall display the name, issue date, expiration date, and photo of the individual holder. Permits for individuals that have been identified by a soliciting organization as being associated with a soliciting organization shall also include the name and contact information for the soliciting organization.

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§ 14.04.006. Contents of application.

(a) Individual permits. Application for an individual permit under this article shall be made upon a form provided by the city during regular business hours and shall contain such information requested in the application or as otherwise reasonably requested by the city. The applicant ~~(person or organization)~~ shall truthfully state in full the information requested on the application and information shall be submitted for each person for which a ~~card~~ permit is requested. ~~to wit:~~

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~~(1) Name and address of present place of residence and length of residence at such address of the applicant and each adult acting on the behalf of the applicant; also business address if other than present address;~~

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~~(2) Address of place of residence during the past three years if other than present address;~~

~~(3) Age of applicant and each adult acting on the behalf of the applicant;~~

~~(4) Physical description of the applicant adult acting on the behalf of the applicant;~~

~~(5) Date and place of birth for each person for whom a card is requested;~~

~~(6) Name and address of the person, firm or corporation or association whom the applicant is employed by or represents; and the length of time of such employment or representation;~~

~~(7) The motor vehicle make, model, year, color and state license plate number of any vehicle which will be used by each person for whom a card is requested;~~

~~(8) —~~

If a license is requested for a peddler:

~~(A) The name and permanent address of the business offering the event, activity, good or service (i.e., the peddler's principal).~~

~~(B) A copy of the principal's sales tax license as issued by the state, provided that no copy of a license shall be required of any business which appears on the city's annual report of sales tax paye~~

~~(9) Name and address of employer during the past three years if other than the present employer and for each adult acting on the behalf of the applicant;~~

~~(10) Description sufficient for identification of the subject matter of the soliciting in which the applicant will engage, including a copy of any literature proposed to be distributed;~~

~~(11) Period of time for which the license is applied;~~

~~(12) The date, or approximate date, of the latest previous application for license under this article, if any;~~

~~(13) Has a license issued to the applicant under this article ever been revoked?~~

~~(14) A list of all infraction, offense, misdemeanor and felony convictions of each person for whom a license is requested for the seven years immediately prior to the application;~~

~~(15) Names of the three most recent communities where the applicant has solicited house to house;~~

~~(16) Proposed method of operation;~~

~~(17) Signature of applicant;~~

~~(18) Social Security number of applicant;~~

~~(19) Driver's license number of applicant and each adult acting on the behalf of the applicant;
and~~

~~(2) Number of licenses required.~~

(b) Soliciting organization permit. Application for a permit for a soliciting organization under this article shall be made upon a form provided by the city during regular business hours and shall contain such information requested in the application or as otherwise reasonably requested by the city. An authorized representative of the soliciting organization shall truthfully state in full the information requested on the application as well as the following information:

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(1) The name, type, and state of organization of the organization;

(2) An authorized agent to act on behalf of the organization regarding the organization's soliciting activities including name, phone number, mailing address for notice, email address, and any other information reasonably requested by the city;

(3) Federal employer identification number of the organization;

(4) A copy of the organization's registration to do business in the State of Texas filed with the Texas Secretary of State; and

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(5) A copy of the organization's Texas sales tax license or proof of tax-exempt status.

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(c) Under oath. All statements made by the applicant upon the application or in connection therewith shall be under oath.

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~~(b)~~

~~(e) The police department shall cause to be kept in the city office an accurate record of every application received and acted upon together with all other information and data pertaining thereto and all licenses issued under the provisions of this article, and of the denial of applications. Applications for licenses shall be numbered in consecutive order as filed, and every license issued, and any renewal thereof, shall be identified with the duplicate number of the application upon which it was issued.~~

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(d) Application fees. Applicants shall pay fees for permits and renewals in accordance with the following or as may be provided by ordinance adopted by the city council:

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(1) Soliciting organization permit. The fee for an initial soliciting organization permit and each renewal is \$300.00. Such fee is non-refundable. Payment of such fee

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does not relieve any individual permit applicants identified by the soliciting organization from paying the applicable individual permit fee.

(2) Individual permit. The fee for an initial individual permit and each renewal is \$50.00. Such fee is non-refundable.

(3) Purpose; additional fees. Application fees are intended to reimburse the city as passthrough charges for background search and other administrative costs. Should a specific application require additional charges, such additional costs shall be passed onto the applicant at the rate of the actual out-of-pocket expenses incurred by the city. No permit will be issued unless any additional charges assessed under this subsection have been paid. No license shall be issued to any person who has been convicted of the commission of a felony (except crimes relating to political protest) under the laws of the State of Texas or any other state or federal law of the United States, within seven (7) years of the date of the application; nor to any person who has been convicted of a violation of any of the provisions of this article; nor to any person whose license issued hereunder has previously been revoked as herein provided.

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§ 14.04.007. Display of licensepermit.

Except for children under the age of 18, each licensepermit shall be (when the individual for whom it was issued is acting as a ~~peddler or solicitor~~) kept on the person soliciting so that it may be presented to any person whom they are approaching if requested, or to any peace officer or city employee or official, when requested, worn on the outer clothing of the individual or otherwise displayed, so to be reasonably visible to any person who might be approached by said person. In addition to the license being visible, the individual's name and name of the organization which they represent, if applicable, shall be visible to the public.

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§ 14.04.008. Validity of licensepermit; Renewal-

Unless revoked, a licensepermit shall be valid within the meaning of this article for a period of one year from its date of issuance or the term requested, whichever is less. The licensepermit shall state the expiration date thereof. Permits may be renewed annually in the same manner as the initial application.

§ 14.04.009. Revocation of licensepermit.

- (a) Grounds. Any licensepermit issued hereunder shall be revoked by the city manager or designee thereof if the holder of the licensepermit receives 3 or more complaints from different residential property owners or occupiers, is convicted in municipal court of a violation of any of the provisions of this article, ~~or~~ has made a false material statement in the application, or otherwise becomes disqualified for the issuance of a licensepermit under the terms of this article.
- (b) Notice. Immediately upon such revocation, written notice thereof shall be given by the city to the holder of the licensepermit in person or by certified United States mail addressed to his or her residence address set forth in the application. Immediately upon the giving of such notice, the licensepermit shall become null and void.

(c) Appeal. The licensee/permittee shall have ten (10) days from the date of revocation or denial in which to file notice of appeal to the city council. Upon receipt of an appeal, the city council will conduct a hearing on the denial or revocation within 30 days from the date of receipt of the appeal. After holding a hearing on the revocation or denial, the city council shall by majority vote either sustain the action or issue an order reinstating the license/permit. In the event of the filing of an appeal from a revocation issued under the provisions of this section, then, until such appeal has been determined by the city council, such revocation order shall be stayed.

§ 14.04.010. Notice regulating soliciting.

(a) Every person desiring to limit permissible solicitation may post a secure the protection provided by the regulations pertaining to peddling or soliciting contained in this article shall comply with the following directions, to wit:

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~~(b) Notice of the determination by the occupant of giving invitation to peddlers, solicitors, or the refusal of invitation to peddlers or solicitors, to any residence, shall be given in the manner following.~~

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~~(c) A weatherproof card, at least three inches by four inches (3" x 4") in size, shall be exhibited upon or near the main entrance door to the residence, at the entrance driveway or other main access point, indicating the determination by the occupant, containing wording substantially as follows: the applicable words, as follows:~~

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(1) "ONLY SOLICITORS REGISTERED PERMITTED IN THE CITY OF BEE CAVE INVITED;" or
~~or~~

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(2) "NO SOLICITORS INVITED."

(b) Such card so exhibited shall constitute sufficient notice to any solicitor of the that soliciting is limited as stated on the card. determination by the occupant of the residence of the information contained thereon.

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§ 14.04.011. Duty of peddlers, solicitors, and canvassers.

(a) It shall be the duty of every peddler, solicitor and canvasser upon going onto any premises in the city upon which a residence as herein defined is located, to first examine the notice provided for in this article, if any is attached, and be governed by the statement contained on any notice. If the notice states "ONLY SOLICITORS PERMITTED REGISTERED IN THE CITY OF BEE CAVE INVITED," then the solicitor not possessing a valid license/permit as herein provided shall immediately and peacefully depart from the premises, and if the notice states "NO SOLICITORS INVITED," then the peddler, solicitor or canvasser, whether permitted/registered or not, shall immediately and peacefully depart from the premises and shall not leave any material, merchandise, handbill, or literature whatsoever on the premises.

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(b) No peddler, solicitor or canvasser shall engage in any conduct, activity or gesture which

is threatening, offensive, or obnoxious in order to gain access or maintain access or contact with any person, ~~such as including~~ but not limited to, preventing the closing of a door or gate by physical means.

- (d) Every ~~peddler~~, solicitor or canvasser shall identify himself as a solicitor upon approaching a citizen at a residence and explain his purpose, whether it be direct sales, solicitation of orders, or the demonstration of goods or merchandise, or any combination of such purposes.
- (e) Every ~~commercial peddler and~~ solicitor shall provide identification when requested by the citizen they are approaching, or if requested by a peace officer or other city employee or official.
- (f) Any ~~peddler~~, solicitor or canvasser who has gained entrance to any residence, whether invited or not, shall immediately and peacefully depart from the premises when requested to do so by the occupant.
- (g) No ~~peddler~~, solicitor or canvasser shall use or attempt to use any entrance other than the front or main entrance to the dwelling or step from the sidewalk or indicated walkway (where one exists) leading from the right-of-way to the front or main entrance, except by express invitation of the resident or occupant of the property.
- (h) No ~~peddler~~, solicitor, canvasser or any person working on their behalf, shall shout, make any outcry, blow a horn or whistle, ring a bell, or use any sound device, including any loud-speaking radio or sound-amplifying system, upon any of the streets, avenues, alleys, parks or other public places of the city, or upon any private premises of the city where sound of sufficient volume is emitted or produced therefrom to be capable to be plainly heard upon the streets, avenues, alleys, parks or other places, for the purpose of attracting attention to the location or to any goods, wares or merchandise which any person permitted pursuant to this article proposes to sell. This subsection also prohibits the use of any audio device for the purpose of attracting customers to retail establishments or merchants.
- (i) No ~~peddler~~, solicitor, or canvasser shall enter a private residence under false pretenses.
- (j) The licensee is responsible for all actions of the persons acting on its behalf within the scope of the license permit issued.
- (k) No ~~person~~ children under the age of 18 shall be permitted to ~~peddle~~, solicit or canvass without being accompanied and supervised by an adult ~~the licensee or an adult acting on behalf of the licensee~~.
- (l) All holders of permits under this Article must report any conviction or other matter that would make such permit holder ineligible to hold a permit under this Article, including but not limited to conviction of a crime.

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§ 14.04.012. Uninvited soliciting ~~or peddling~~ prohibited.

It is hereby declared to be unlawful and shall constitute a nuisance for any person to go upon any premises and ring the door-bell upon or near any door, or create any sound in any other manner calculated to attract the attention of the occupant of such residence, for the purpose of ~~securing an audience with the occupant thereof and engage in~~ soliciting or peddling as herein defined, in defiance of the notice exhibited at the residence in accordance with the provisions of section 14.04.010 of this article.

§ 14.04.013. Time limit on soliciting and peddling.

It is hereby declared to be unlawful and shall constitute a nuisance for any person, whether registered under this article or not, to go upon any premises and ring the door-bell upon or near any door of a residence located thereon, or rap or knock upon any door or create any sound in any other manner calculated to attract the attention of the occupant of such residence, for the purpose of ~~securing an audience with the occupant thereof and engage in~~ soliciting or peddling as herein defined, prior to 9:00 a.m. or after ~~7:00 p.m. sunset~~ of any day, or at any time on a Sunday or on a state or national holiday. Except that the above prohibitions in this section and in section 14.04.012 shall not apply when the ~~peddler, solicitor,~~ or canvasser has an express invitation from the resident or occupant of a dwelling allowing him/her to enter upon any posted property.

§ 14.04.014. Distribution of handbills and commercial flyers.

In addition to the other regulations contained herein, a solicitor or canvasser leaving handbills or commercial flyers in the city shall observe the following regulations:

- (1) No handbill or flyer shall be left at, or attached to, any sign, utility pole, transit shelter, or other structure within the public right-of-way. The ~~police are authorized to~~ city may remove any handbill or flyer found within the right-of-way.
- (2) No handbill or flyer shall be left at, or attached to, any privately owned property in a manner that causes damage to such privately owned property.
- (3) No handbill or flyer shall be left at, or attached to, any ~~of the property;~~ having a "no solicitor" sign.

~~(A) Listed on the city's "no visit" list; or~~

~~(B) Having a "no solicitor" sign.~~

- (4) Any person observed distributing handbills or flyers shall be required to identify himself/herself to the police ~~(either by producing a license permit or and one~~ other form of photo identification issued by a governmental entity). This is for the purpose of knowing the likely identity of the perpetrator if the city receives a complaint of damage caused to a private property during the distribution of handbills or flyers.

§ 14.04.015. Solicitation in public right-of-way.

- (a) A person may solicit for a charitable or political purpose in or upon the public right-of-way, except in those areas and during those times prohibited in this article.

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- (b) A person may conduct commercial solicitation in or upon the public right-of-way, except in those areas and during those times prohibited in this article, if the solicitor has obtained a [license/permit](#) or who is a member of an organization that has obtained a [license/permit](#).
- (c) Solicitation for any purpose in the public right-of-way shall be conducted only during the hours of daylight, specifically one-half (1/2) hour after sunrise and one-half (1/2) hour before sunset based on the times of sunrise and sunset, ~~then such time of day determined by a similar, reasonably reliable source.~~
- (d) It shall be unlawful for a person younger than eighteen (18) years of age to solicit in the public right-of-way.
- (e) It shall be unlawful for a solicitor at any time to enter or remain in the traveled portion of the roadway unless the solicitor has been granted authorization pursuant to section 552.0071 of chapter 552 of the Texas Transportation Code.
- (f) It shall be unlawful for a solicitor at any time to enter or remain in the traveled portion of the roadway of residential streets so that their presence impedes the flow of traffic.
- (g) It shall be unlawful for a person to solicit in the public right-of-way that is within one ~~thousand~~ (1,000) feet of any public or private elementary or secondary school between the hours of 7:30 a.m. and 4:30 p.m. on days when such school is in session. The measurement of the distance shall be made from the nearest property line of the public or private elementary or secondary school.

§ 14.04.016. Solicitation in selected public rights-of-way prohibited.

It shall be unlawful for any person to solicit, ~~peddle,~~ or ~~to~~ distribute handbills at any time in the public rights-of-way, with or without a [license/permit](#), within one thousand (1,000) feet of the following intersections:

- (1) Highway 71 at FM 2244 (Bee Caves Road);
- (2) Highway 71 at RR 620;
- (3) Bee Cave Parkway at RR 620;
- (4) Bee Cave Parkway at FM 2244;
- (5) FM 2244 at Resaca;
- (6) Highway 71 at Galleria Parkway (Hill Country Blvd.);
- (7) Highway 71 at Hamilton Pool Road;
- (8) RR 620 at Falconhead Boulevard; and

(9) RR 620 at Home Depot Boulevard.

§ 14.04.017. Fee exemption.

~~The city council shall by resolution or article set a fee for the issuance of licenses of registration.~~ Organizations that provide written evidence that they are a 501(c)(3) nonprofit organization according to the regulations of the Internal Revenue Service, shall be exempt from paying the ~~license~~permit fee; however, such nonprofit organizations are subject to and shall comply with the application and ~~license~~permit requirements herein.

~~**§ 14.04.018. Revocation by municipal court judge.**~~

~~A municipal court judge, in addition to imposing a fine, may institute proceedings to suspend or revoke the license of a person if the person is required by law to obtain a license from the city and the judge finds the person guilty of violating a city article relating to peddlers or solicitation.~~

§ 14.04.018~~9~~. Penalty.

Any person who violates any provision of this article or fails to observe any provision of this article shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine not exceeding five hundred dollars (\$500.00) Every day the violation continues and every occurrence or the doing of any act or thing prohibited, or the neglect or refusal to do any act or thing required by this article, shall constitute a separate offense. It shall not be necessary for the complaint to allege or for proof to be made that the act was knowingly done; nor shall it be necessary for the complaint to negative any exception contained in this article concerning any prohibited act, but any such exception made herein may be urged as a defense by any person charged by such complaint.

**III.
CUMULATIVE CLAUSE**

The provisions of this Ordinance are cumulative of all provisions of the City of Bee Cave Code of Ordinances; provided, however, all ordinances, resolutions, or parts thereof, that are in conflict or are inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict or inconsistency leaving the remainder of such other ordinance, resolution, or parts thereof intact, and the provisions of this Ordinance shall be and remain controlling as to the matter regulated herein.

**IV.
SEVERABILITY**

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 or invalid by final judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity 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 or invalid phrases, sentences, paragraphs, or sections.

**V.
EFFECTIVE DATE**

This Ordinance shall be effective as of the date of adoption.

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 Texas Open Meetings Act, Chapter 551, Texas Government Code, at which meeting a quorum was present and voting.

CITY OF BEE CAVE, TEXAS:

Kara King, Mayor

ATTEST:

City Secretary, Jo Ann Touchstone

APPROVED:

City Attorney, Ryan Henry



City Council Meeting
8/13/2024
Agenda Item Transmittal

Agenda Item: 9.

Agenda Title: Discuss and consider action on Ordinance No. 539 - an ordinance of the City of Bee Cave, Texas ordering a special election in the City of Bee Cave, Texas, on November 5, 2024, to submit propositions for proposed amendments to the charter of the City of Bee Cave, Texas; Making Provision for the conduct and giving notice of said election; providing for severability, and effective date.

Council Action: Disuss and consider action

Department: City Manager

Staff Contact: Jo Ann Touchstone, City Secretary

1. INTRODUCTION/PURPOSE

This ordinance orders the special election for November 5, 2024. The propositions to amend the city charter will appear on the ballot for City of Bee Cave Special Election. The agreements for Travis County to conduct the election are on the consent agenda.

2. DESCRIPTION/JUSTIFICATION

a) Background

The Charter Review Committee was appointed in April. Proposed amendments were brought to City Council and public comment was received. The propositions drafted in the ordinance are the direction of Council from the July 17, 2024 City Council meeting.

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

The election must be ordered no later than August 19, 2024.

5. RECOMMENDATION

ATTACHMENTS:

	Description	Type
□	Ord. 538 Spanish	Backup Material
□	Ordinance 539 English	Backup Material

ORDENANZA NO. 24-539

UNA ORDENANZA DE LA CIUDAD DE BEE CAVE, TEXAS QUE ORDENA UNA ELECCIÓN ESPECIAL EN LA CIUDAD DE BEE CAVE, TEXAS, EL 5 DE NOVIEMBRE DE 2024, PARA PRESENTAR PROPUESTAS DE ENMIENDAS PREVISTAS A LOS ESTATUTOS DE LA CIUDAD DE BEE CAVE, TEXAS; ESTABLECIENDO LAS DISPOSICIONES PARA LA REALIZACIÓN Y DAR EL AVISO DE DICHA ELECCIÓN; QUE PREVÉ LA DIVISIBILIDAD Y LA FECHA DE ENTRADA EN VIGOR

CONSIDERANDO QUE, la Sección 9.004 del Código Gubernamental Local de Texas autoriza al órgano rector de un municipio a someter propuestas de enmiendas a los estatutos a los votantes calificados del municipio para su aprobación en una elección que se llevará a cabo en la primera fecha de elección uniforme autorizada prescrita por el Código Electoral;

CONSIDERANDO QUE, los Estatutos Municipales de la Ciudad de Bee Cave autorizan que se consideren enmiendas si se presentan a través de una petición ciudadana válida;

CONSIDERANDO QUE, la primera fecha de elección uniforme autorizada es el 5 de noviembre de 2024, siendo el primer martes después del primer lunes de noviembre de conformidad con la Sección 41.001(a)(3) del Código Electoral de Texas;

CONSIDERANDO QUE, el Código Electoral de Texas § 3.005(c) requiere que se ordene una elección celebrada en una fecha electoral uniforme a más tardar el día 78 antes de la fecha de la elección;

CONSIDERANDO QUE, el día 78 antes de la fecha de elección uniforme del 5 de noviembre de 2024 es el 19 de agosto de 2024;

CONSIDERANDO QUE, el Concejo Municipal ha establecido las disposiciones para que la elección especial se lleve a cabo conjuntamente con otras subdivisiones políticas en el área bajo la autoridad del Capítulo 271 del Código Electoral de Texas;

CONSIDERANDO QUE, la Ciudad ha celebrado, o celebrará, un contrato con el Condado de Travis para llevar a cabo la elección especial de la Ciudad de conformidad con el Capítulo 31 del Código Electoral de Texas y el Capítulo 791 del Código Gubernamental de Texas (el "*Contrato Electoral*"), conjuntamente con otras subdivisiones políticas que celebran elecciones el mismo día en todo o parte del mismo territorio de la Ciudad, según lo autorizado en el Capítulo 271 del Código Electoral de Texas; y

CONSIDERANDO QUE, el Concejo Municipal de la Ciudad de Bee Cave falla y determina que la reunión en la que se aprobó esta Ordenanza estuvo abierta al público y que se proporcionó el aviso público de la hora, el lugar y el propósito de dicha reunión, según lo exige la Ley de Reuniones Abiertas de Texas, Capítulo 551 del Código Gubernamental de Texas;

POR CONSIGUIENTE, ORDÉNESE POR EL CONCEJO MUNICIPAL DE LA CIUDAD DE BEE CAVE, TEXAS QUE:

I. ANTECEDENTES DE HECHO

Los considerandos anteriores se incorporan a esta Ordenanza a modo de referencia como antecedentes de hecho tal como si estuvieran expresamente establecidos en el presente documento.

II. CONVOCATORIA A UNA ELECCIÓN MUNICIPAL ESPECIAL

Se ordena que se celebre una elección especial en la Ciudad el día 5 de noviembre de 2024, con el propósito de someter las medidas contenidas en el Anexo A, adjunto e incorporado plenamente a esta Ordenanza. Dichas medidas son enmiendas propuestas a los Estatutos de la Ciudad de Bee Cave, Texas, y su texto se incorpora a esta orden a modo de referencia en el presente.

III. ELECCIÓN CONJUNTA.

La elección especial se llevará a cabo como elección conjunta de conformidad con el Capítulo 271 del Código Electoral de Texas junto con las elecciones que puedan ser celebradas el día de la elección por parte de otras subdivisiones políticas (en lo sucesivo, "*Entidades Participantes*") al amparo de un Contrato de Elección Conjunta que se presentará al Concejo Municipal para su aprobación.

De conformidad con el Capítulo 31 del Código Electoral de Texas, el Concejo Municipal ordena que la elección se lleve a cabo de conformidad con el Contrato Electoral y dicho contrato se incorpora al presente como si se incluyese en su totalidad en el presente documento.

Se utilizará un sistema de votación electrónica, tal como se define y describe en el Título 8 del Código Electoral de Texas, para la elección y para la votación anticipada, en persona y mediante boletas de papel para la votación anticipada por correo.

IV. PRECINTOS, LUGARES DE VOTACIÓN, FUNCIONARIOS Y HORARIOS

Los precintos electorales para esta elección serán los Precintos Electorales del Condado de Travis totalmente dentro de los límites territoriales de la Ciudad y el lugar de votación establecido para cada uno de estos precintos servirá como lugares de votación comunes para las elecciones conjuntas de las Entidades Participantes y podrán combinarse para comodidad de los electores. El Día de la Elección, las urnas estarán abiertas de 7:00 a.m. a 7:00 p.m. Los resultados de los precintos electorales del Condado de Travis se proporcionarán por precinto para la elección especial y el Administrador del Condado de Travis computará y proporcionará los resultados electorales para la elección especial.

V. CONDUCCIÓN DE LA ELECCIÓN

El Funcionario Electoral del Condado de Travis y los empleados y personas designadas del funcionario, y los jueces electorales, jueces suplentes y secretarios debidamente designados para la elección, celebrarán y conducirán la elección de la manera prevista en el Contrato Electoral con la Ciudad y de acuerdo con las disposiciones de los estatutos de la Ciudad y las leyes del Estado de Texas. Las boletas oficiales, junto con otros materiales electorales requeridos por el Código Electoral de Texas, se elaborarán en idioma inglés y español y contendrán las disposiciones, marcas y texto que exige la ley.

VI. VOTACIÓN ANTICIPADA, VOTACIÓN POR CORREO

La votación anticipada para la elección se realizará conjuntamente con las Entidades Participantes en la elección conjunta. Se llevará a cabo la Votación Anticipada en persona de la Elección de forma conjunta en los lugares, fechas y horarios especificados. Estos lugares de votación Anticipada serán lugares de votación comunes utilizados por la Ciudad, las Entidades Participantes y el Condado de Travis, Texas. El lugar principal de votación anticipada será Oficina del Aeropuerto del Condado de Travis, 5501 Airport Boulevard, Austin, Texas 78751. La votación anticipada en persona comienza el 21 de octubre de 2024 y termina el 1° de noviembre de 2024.

La votación anticipada por correo se llevará a cabo de acuerdo con las disposiciones aplicables del Código Electoral de Texas. La Secretaria Municipal de la Ciudad de Bee Cave actuará como Secretaria de Votación Anticipada, y la Oficina de la Secretaria de Votación Anticipada estará ubicada en 4000 Galleria Parkway, Bee Cave, Texas 78738. Esta dirección será la dirección del secretario de votación anticipada a la que se deben entregar o enviar en la Ciudad las solicitudes de boleta de votación. Las solicitudes de boletas por correo deben ser recibidas a más tardar al cierre de operaciones del martes 25 de octubre de 2024. Las boletas votadas por correo deben entregarse al Secretario del Condado de Travis.

VII MÉTODO DE VOTACIÓN

El Sistema de Votación ExpressVote® Universal, Versión 6.3.0.0 proporcionado por el sistema de votación Election Systems & Software, tal como se define el término en el Código Electoral de Texas, se utilizará en relación con la elección. Este sistema se utilizará para la votación anticipada, así como para la votación en el precinto realizada el Día de la Elección. Dyana Limon-Mercado, Secretaria del Condado de Travis, nombrará al programador, y dicho programador elaborará un programa para el equipo de cómputo automático. Se proporcionará un amplio equipo de votación para la votación anticipada y en el precinto el Día de la Elección. La estación central de conteo está establecida como la oficina de la Secretaria del Condado de Travis, Oficina del Aeropuerto del Condado de Travis, 5501 Airport Blvd., Austin, Texas 78751

VIII. DESIGNACIÓN DE FUNCIONARIOS ELECTORALES

Los jueces titulares, los jueces titulares suplentes y los secretarios de los precintos electorales, el Juez Titular de la Junta de Votación Anticipada, el Gerente de la Estación Central de Conteo y el Supervisor de Cómputo, y todos los demás funcionarios electorales

serán seleccionados y designados por el Condado de Travis y sus designados en cumplimiento de los requisitos de la ley estatal.

IX. AVISOS

El aviso de la elección en inglés y español, y según lo dispuesto por la ley, se publicará a más tardar el día 21 antes del Día de la Elección en el tablero de anuncios utilizado para publicar avisos de las reuniones del Concejo Municipal de la Ciudad de Bee Cave y permanecerá publicado continuamente hasta el Día de la Elección. También se deberá dar el Aviso de la Elección en inglés y en español mediante la publicación de dicho aviso por lo menos una vez, no antes del día 30 o después del día 10 antes del Día de la Elección en el periódico oficial de la Ciudad.

X. CÓMPUTO

Se realizarán pruebas del equipo de cómputo automático y se dará aviso acerca de las mismas de acuerdo con el Código Electoral de Texas.

XI. COMPENSACIÓN PARA TRABAJADORES ELECTORALES

La tarifa de compensación para todos los trabajadores electorales será decidida por el Condado de Travis.

XII. AUTORIZACIONES ADICIONALES

La Secretaria Municipal está autorizada a dar o hacer que se den los avisos necesarios para la elección y a tomar otras medidas adicionales que sean necesarias para llevar a cabo la elección de conformidad con el Código Electoral de Texas; siempre que, de conformidad con el Contrato Electoral entre la Ciudad y el Condado de Travis, el Funcionario Electoral del Condado de Travis tenga el deber y sea responsable de organizar y llevar a cabo la elección de conformidad con el Código Electoral de Texas; y de proporcionar todos los servicios especificados en el Contrato Electoral. El Funcionario Electoral del Condado de Travis dará los avisos de la elección según lo exige el Código Electoral de Texas y el Contrato Electoral.

El Alcalde está autorizado a celebrar y la Secretaria Municipal está autorizada a dar fe de esta Ordenanza en nombre del Concejo Municipal; y el Alcalde está autorizado a hacer todas las demás cuestiones legales y necesarias en relación con la celebración y consumación de la Elección, incluida, entre otras, la celebración de cualquier orden posterior que ajuste los lugares, fechas y horarios de votación que estén sujetos a cambios debido a contratos con el Condado de Travis y otros contratos electorales conjuntos hasta la fecha límite de publicación final de dicho aviso de conformidad con la Sección 4.003 del Código Electoral de Texas.

XIII. DIVISIBILIDAD

Las frases, cláusulas, oraciones, párrafos y secciones de esta Ordenanza son divisibles, y si alguna frase, cláusula, oración, párrafo o sección de esta Ordenanza fuese declarada inconstitucional o inválida por sentencia firme o decreto de cualquier tribunal de jurisdicción competente, dicha inconstitucionalidad o invalidez no afectará ninguna de las frases, cláusulas, oraciones, párrafos o secciones restantes de la Ordenanza, ya que la misma habría sido promulgada por el Concejo Municipal sin la incorporación en esta Ordenanza de dichas frases, oraciones, párrafos o secciones inconstitucionales o inválidas.

XIV. FECHA DE ENTRADA EN VIGOR

La presente Ordenanza entra en vigor a partir de la fecha de su adopción.

DEBIDAMENTE PROMULGADA Y APROBADA, el día 13 de agosto de 2024 en una reunión ordinaria del Concejo Municipal de la Ciudad de Bee Cave, Texas, que se llevó a cabo en cumplimiento de la Ley de Reuniones Abiertas, Código Gub. §551.001 y subsiguientes, en cuya reunión hubo quórum presente y votación.

CIUDAD DE BEE CAVE, TEXAS: ATESTIGUADA POR:

Kara King, Alcalde

Jo Ann Touchstone, Secretaria Municipal

**APROBADA EN CUANTO A LA
FORMA:**

Ryan Henry, Fiscal Municipal

EXHIBICIÓN A

PROPUESTA A

“¿SE DEBERÁN ENMENDAR LAS SECCIONES DE LOS ESTATUTOS DE LA CIUDAD PARA CONSOLIDAR LAS DISPOSICIONES RELATIVAS A LA MODIFICACIÓN DE LOS LÍMITES DE LA CIUDAD DE BEE CAVE MEDIANTE LA ANEXIÓN Y DESANEXIÓN?”

Esta propuesta enmendará las secciones y subsecciones específicamente enumeradas a continuación como se indica con las palabras subrayadas como adiciones enmendadas y las palabras tachadas como eliminaciones enmendadas. El resto de las secciones y subsecciones sin enmiendas enumeradas permanecen sin cambios y en pleno vigor y efecto a menos que sean expresamente modificadas por otra propuesta aprobada durante la misma elección:

§ 1.02. FRONTERAS Y LÍMITES.

Las fronteras y límites de la Ciudad de Bee Cave serán los establecidos y descritos en las ordenanzas debidamente aprobadas por el Concejo Municipal de la Ciudad de Bee Cave de conformidad con la ley estatal. El Secretario Municipal mantendrá en sus archivos una descripción correcta y completa y un mapa oficial, con anexiones y desanexiones recientes, y que describa la jurisdicción extraterritorial de la Ciudad. El Concejo Municipal tendrá la facultad mediante ordenanza para establecer los límites de la Ciudad y disponer la modificación y ampliación de dichos límites y la adquisición de territorio adicional. La Ciudad podrá ocasionalmente modificar sus fronteras desanexando cualquier territorio contiguo a las mismas; ya que dichas fronteras pueden existir ocasionalmente, mediante la aprobación de una ordenanza que describa el territorio que se está desanexando. Cualquier territorio adicional anexado a la Ciudad será parte de la misma para todos los efectos, y la propiedad situada allí devengará su parte prorrateada de los impuestos gravados por la Ciudad según lo dispuesto por la ley estatal. Sus habitantes tendrán todos los derechos y privilegios de todos los ciudadanos y se registrarán por las leyes, ordenanzas y resoluciones de la Ciudad.

§ 1.03. DESANEXIONES.

~~La Ciudad podrá ocasionalmente modificar sus fronteras desanexando cualquier territorio contiguo a las mismas; ya que dichas fronteras pueden existir ocasionalmente, mediante la aprobación de una ordenanza que describa el territorio que se está desanexando. Cualquier territorio adicional anexado a la Ciudad será parte de la misma para todos los efectos, y la propiedad situada allí devengará su parte prorrateada de los impuestos gravados por la Ciudad según lo dispuesto por la ley estatal. Sus habitantes tendrán todos los derechos y privilegios de todos los ciudadanos y se registrarán por las leyes, ordenanzas y resoluciones de la Ciudad.~~

La propuesta en la boleta deberá expresar lo siguiente:

PROPUESTA A

“¿SE DEBERÁN ENMENDAR LAS SECCIONES DE LOS ESTATUTOS DE LA CIUDAD PARA CONSOLIDAR LAS DISPOSICIONES RELATIVAS A LA MODIFICACIÓN DE LOS LÍMITES DE LA CIUDAD DE BEE CAVE MEDIANTE LA ANEXIÓN Y DESANEXIÓN?”

A FAVOR _____

EN CONTRA _____

PROPUESTA B

“¿SE DEBERÁN ENMENDAR LAS SECCIONES DE LOS ESTATUTOS DE LA CIUDAD PARA PERMITIR AJUSTES A LA COMPENSACIÓN DEL ALCALDE Y DEL CONCEJO MEDIANTE ORDENANZA PRESENTADA SÓLO A LOS VOTANTES?”

Esta propuesta enmendaría las secciones y subsecciones específicamente enumeradas a continuación como se indica con las palabras subrayadas como adiciones enmendadas y las palabras tachadas como eliminaciones enmendadas. El resto de las secciones y subsecciones sin enmiendas enumeradas permanecen sin cambios y en pleno vigor y efecto a menos que sean expresamente modificadas por otra propuesta aprobada durante la misma elección:

§ 3.09 COMPENSACIÓN

El Alcalde y el Concejo Municipal podrán recibir una compensación por su servicio en el concejo. Cualquier aumento futuro en la compensación para el Concejo Municipal y el Alcalde ~~se establecerá mediante Ordenanza~~ sólo puede establecerse mediante ordenanza aprobada por el Concejo Municipal y presentada a los votantes para su aprobación durante una fecha de elección uniforme. En la medida permitida por la ley, cualquier cambio entrará en vigor al escudriñar los resultados de la elección en la que se planteó la pregunta a los votantes. ~~Cuando un Concejal o Alcalde vota por un aumento en la compensación, ese aumento no será efectivo para dicho Alcalde o Concejal hasta que hayan sido elegidos en una elección posterior, pero será efectivo para cualquier Concejal o Alcalde elegido después de la adopción del aumento de la compensación.~~

Además, cada Miembro del Concejo Municipal tendrá derecho a un reembolso por los gastos efectivos y necesarios incurridos en el desempeño de sus funciones oficiales específicas del cargo. Dichos gastos estarán sujetos a la aprobación del Concejo Municipal. La política que regulará el pago de los gastos incurridos en el desempeño de funciones oficiales será determinada por el Concejo Municipal mediante Resolución.

La propuesta en la boleta deberá expresar lo siguiente:

PROPUESTA B

“¿SE DEBERÁN ENMENDAR LAS SECCIONES DE LOS ESTATUTOS DE LA CIUDAD PARA PERMITIR AJUSTES A LA COMPENSACIÓN DEL ALCALDE Y DEL CONCEJO MEDIANTE ORDENANZA PRESENTADA SÓLO A LOS VOTANTES?”

A FAVOR
EN CONTRA

PROPUESTA C

“¿SE DEBERÁN ENMENDAR LAS SECCIONES DE LOS ESTATUTOS DE LA CIUDAD RELATIVAS A LAS OBLIGACIONES Y RESPONSABILIDADES DE LOS FUNCIONARIOS ESPECÍFICOS Y SE DEBERÁ AUTORIZAR AL ALCALDE A FIRMAR SÓLO CONTRATOS ESPECÍFICOS A MENOS QUE EL CONSEJERO INDIQUE LO CONTRARIO Y OTRAS OBLIGACIONES SIGNATARIAS SI EL ADMINISTRADOR DE LA CIUDAD NO ES CAPAZ DE HACERLO; ACLARANDO LA AUTORIDAD DEL ALCALDE DURANTE UNA EMERGENCIA O DESASTRE; AUTORIZAR AL ADMINISTRADOR DE LA CIUDAD A NOMBRAR FUNCIONARIOS INTERINOS HASTA LA CONFIRMACIÓN DEL CONSEJO, REALIZAR AUDITORÍAS FINANCIERAS Y OPERATIVAS, DESIGNAR SUBORDINADOS PARA AYUDAR AL ALCALDE Y AL CONCEJO CON HORARIOS Y COMUNICACIONES OFICIALES DE LA CIUDAD SOLAMENTE; PREVENIR LA INTERFERENCIA CON EL DESEMPEÑO DEL ADMINISTRADOR DE LA CIUDAD; ESTABLECER AL SECRETARIO MUNICIPAL COMO SUBORDINADO DEL ADMINISTRADOR DE LA CIUDAD EXCEPTO PARA LA ELABORACIÓN DE LA AGENDA Y LAS ELECCIONES; ESTABLECER EL TRIBUNAL MUNICIPAL COMO TRIBUNAL DE REGISTRO PARA ACLARAR LA JURISDICCIÓN CON LA LEY ESTATAL; ESTABLECER JUECES ADJUNTOS, Y TODOS LOS TÉRMINOS JUDICIALES; Y ACLARAR AL ABOGADO DE LA CIUDAD COMO ABOGADO DE LA CIUDAD EN SU CONJUNTO Y COMO FISCAL DEL TRIBUNAL MUNICIPAL, EXIGIR INFORMES DE OTRO ABOGADO LEGAL Y AUTORIZAR AL ABOGADO DE LA CIUDAD A DESIGNAR ABOGADOS ESPECIALES Y FISCALES ESPECIALES?”

Esta propuesta enmendaría las secciones y subsecciones específicamente enumeradas a continuación como se indica con las palabras subrayadas como adiciones enmendadas y las palabras tachadas como eliminaciones enmendadas. El resto de las secciones y subsecciones sin enmiendas enumeradas permanecen sin cambios y en pleno vigor y efecto a menos que sean expresamente modificadas por otra propuesta aprobada durante la misma elección:

§ 3.01. ALCALDE.

La persona elegida como Alcalde será el funcionario que presida todas las reuniones del Concejo Municipal. Será el jefe oficial del gobierno de la Ciudad y podrá votar sobre los asuntos que se presenten ante el Consejo. El Alcalde presentará un mensaje anual sobre el estado de la Ciudad y realizará otras funciones especificadas por el Concejo Municipal, impuestas por estos Estatutos o por la ley estatal aplicable. A menos que el Concejo Municipal indique lo contrario, El Alcalde firmará, ~~previa autorización del Concejo Municipal,~~ todos los contratos o traspasos aprobados por el Concejo Municipal. ~~El Alcalde puede firmar en nombre de la Ciudad, y todos los bonos,~~ garantías y cualquier otra obligación emitida según las disposiciones de estos Estatutos en caso de que el Administrador de la Ciudad no pueda realizar dicha tarea. Como funcionario que preside el Concejo Municipal, el Alcalde será responsable de la preparación de la agenda de cada reunión del Concejo Municipal. Si un Concejel lo solicita por escrito, el Alcalde debe incluir el tema solicitado en cualquier agenda.

En caso de emergencia o desastre, el Alcalde tendrá la facultad de dictar medidas de emergencia con el fin de hacer cumplir las leyes de la Ciudad, o para evitar peligros, o para proteger la vida o la propiedad, incluyendo sin limitaciones a un caso de disturbio, epidemia o calamidad. El Alcalde proclamará la emergencia y utilizará las facultades y autorizaciones permitidas por las leyes locales, estatales y federales necesarias para mantener la paz y responder a dicha emergencia.

§ 4.02. ADMINISTRADOR MUNICIPAL - DIRECCIÓN Y SUPERVISIÓN DE EMPLEADOS, SIN INTERFERENCIA POR PARTE DEL CONCEJO; NOMBRAMIENTO Y REMOCIÓN DE JEFES DE DEPARTAMENTO.

Excepto para el propósito de indagaciones e investigaciones iniciadas por el concejo según lo dispuesto en estos Estatutos o según lo autorice la ley, el Concejo Municipal, el Alcalde o sus Miembros tratarán con los funcionarios y empleados de la Ciudad que estén sujetos a la dirección y supervisión del Administrador Municipal a través del Administrador Municipal. Ningún Miembro del Concejo, incluido el Alcalde, dará órdenes a ningún subordinado del Administrador Municipal, ya sea en público o en privado. Estará permitido que un subordinado del Administrador Municipal responda preguntas y proporcione información a un miembro del Concejo, siempre que dichas preguntas e información también se den a conocer al Administrador Municipal. También estará permitido que el Administrador Municipal designe e instruya a un subordinado para que ayude al Alcalde, a un miembro individual del Concejo o a un comité del Concejo en una tarea asignada específica que involucre horarios o comunicaciones oficiales de la ciudad con el público o los medios de comunicación. Ni el Concejo, el Alcalde ni ninguno de sus miembros ordenarán el nombramiento de ninguna persona para el cargo por parte del Administrador Municipal o por cualquiera de sus subordinados. El Administrador Municipal será responsable y tendrá la facultad de designar, suspender y/o destituir a todos o cualquiera de los jefes de los departamentos de la Ciudad con el consentimiento del Concejo Municipal, salvo que se disponga lo contrario en estos Estatutos. Ningún miembro individual del Concejo Municipal o el Alcalde interferirá con el Administrador Municipal en el desempeño de las funciones de ese cargo ni impedirá que el Administrador Municipal ejerza su propio criterio en la ejecución y desempeño de las funciones del cargo como se describe en estos Estatutos, mediante ordenanza o resolución.

§ 4.03. FACULTADES Y FUNCIONES ESPECÍFICAS DEL ADMINISTRADOR MUNICIPAL.

El Administrador Municipal será responsable ante el Concejo Municipal de la adecuada administración de los asuntos de la Ciudad y tendrá la facultad y el deber de:

- (1) Ejercer control sobre todos los departamentos y subdivisiones de la misma creados por estos Estatutos o por ordenanza.
- (2) Preparar y recomendar al Alcalde temas que deban incluirse en la agenda oficial de todas las reuniones del Concejo Municipal y a los Presidentes de las reuniones de las Juntas y Comisiones establecidas por estos Estatutos o por ordenanza.
- (3) Preparar y presentar al Concejo Municipal el presupuesto anual y administrar el presupuesto según lo adoptado por el Concejo Municipal.
- (4) Preparar y presentar al Concejo Municipal los Planes de Mejoras de Capital que sean necesarios y apropiados y que identifiquen futuros proyectos de capital y compras de

equipos, proporcionen un programa de planificación e identifiquen opciones para financiación del Plan. El Plan debe clasificar los proyectos en orden de preferencia, justificarlos y, en la medida de lo posible, incluir un cronograma de inicio, construcción y finalización de los proyectos. El Plan será revisado, actualizado y modificado según lo requiera el Concejo Municipal durante el proceso de preparación y adopción del presupuesto.

(5) Ser responsable de la adecuada administración de todos los asuntos de la Ciudad puestos en sus manos.

(6) Velar por que se mantengan y cumplan fielmente todos los términos y condiciones impuestos a favor de la Ciudad o de los habitantes en cualquier concesión de servicios públicos.

(7) Velar por que se cumplan todas las leyes y ordenanzas.

(8) Mantener al Concejo Municipal plenamente informado en todo momento sobre la situación financiera y las necesidades de la Ciudad, y preparar y presentar al Concejo Municipal un informe anual y los informes periódicos que solicite el Concejo Municipal, sobre las finanzas y actividades administrativas de la Ciudad, incluido el informe de la auditoría anual requerida por la ley estatal.

(9) Nombrar, suspender y/o destituir empleados que no estén previstos de otro modo en estos Estatutos. Los nombramientos que haga se harán sobre la base de su experiencia y capacidad.

(10) Designar funcionarios y empleados interinos para los puestos vacantes designados por el Consejo hasta que el Consejo pueda considerar dichos nombramientos.

~~(10)~~ Asistir a las reuniones del Concejo Municipal y participar en la discusión de los asuntos de la Ciudad.

~~(11)~~ Recomendar al Concejo Municipal la adopción de las medidas que considere necesarias o convenientes; ~~;~~ para formalizar escrituras, escrituras de fideicomiso, servidumbres, liberaciones, contratos y todos los demás instrumentos legales en nombre de la Ciudad cuando estén autorizados por ordenanza o resolución del Concejo Municipal, y aprobados en su forma por el Abogado Municipal.

(13) Ordenar cualquier auditoría financiera u operativa adicional que considere necesaria para ayudar a identificar o desarrollar controles internos.

~~(12)~~(14) Realizar otras tareas que se especifican en estos Estatutos o que pueda requerir el Concejo Municipal mediante ordenanza o resolución, que no sean incompatibles con estos Estatutos.

§ 5.01. NOMBRAMIENTO; DESTITUCIÓN; COMPENSACIÓN.

Por recomendación del Administrador Municipal, se requerirá el voto mayoritario del Concejo Municipal en pleno para nombrar y/o destituir al Secretario Municipal. El Secretario Municipal recibirá la compensación que fije el Administrador Municipal con el consentimiento del Concejo Municipal. El Secretario Municipal ~~no~~ será considerado un subordinado del Administrador Municipal para los propósitos de la Sección 4.02 de estos Estatutos, excepto para los propósitos de la elaboración de la agenda o las elecciones.

§ 5.03. SECRETARIO MUNICIPAL TEMPORAL O INTERINO.

~~El Secretario Municipal designará a un funcionario o empleado de la Ciudad que cumplirá con los deberes del Secretario Municipal durante cualquier ausencia temporal del Secretario Municipal. En caso de que el Secretario Municipal no nombre a un Secretario Municipal temporal o interino, o no pueda desempeñar las funciones del cargo por más de sesenta (60) días, o el cargo quede vacante por cualquier motivo, el Concejo Municipal nombrará un Secretario Municipal provisional o interino que cumplirá con las funciones del cargo hasta que dicho cargo sea cubierto, pero quién no tendrá derecho en virtud de dicho nombramiento a los derechos de compensación o del contrato laboral del Secretario Municipal.~~

§ 6.01. CREACIÓN.

El Concejo Municipal, mediante ordenanza, creará y dispondrá un Tribunal Municipal de registro que se conocerá como el Tribunal Municipal de la Ciudad de Bee Cave, Texas, y nombrará, suspenderá y/o destituirá a uno o más Jueces Municipales para servir en dicho Tribunal. El Tribunal tendrá todas las facultades y funciones tal como están ahora, o en el futuro, prescritos por las leyes del estado de Texas ~~en conexión con la adjudicación de delitos menores dentro de su~~ jurisdicción y conferidos ante un tribunal municipal de registro.

§ 6.02. JUEZ DEL TRIBUNAL MUNICIPAL.

El Juez del Tribunal Municipal, y todos sus suplentes y asociados, serán abogados competentes, debidamente calificados y autorizados en el estado de Texas. El Juez del Tribunal Municipal será nombrado, suspendido o destituido, a voluntad, por mayoría de votos del pleno del Concejo Municipal. El mandato será consistente con la ley estatal y el mismo podrá ampliarse por períodos adicionales y consecutivos. Dicho mandato correrá simultáneamente con el mandato del Alcalde. El Juez recibirá la compensación que determine el Concejo Municipal. Esta compensación será fija y proporcional a las funciones desempeñadas por el Juez.

§ 7.03. FUNCIONES DEL ABOGADO MUNICIPAL.

El Abogado Municipal será el asesor legal y abogado de todas las oficinas y departamentos de la Ciudad y representará a la Ciudad en todos los litigios y procedimientos legales, siempre que, sin embargo, el Concejo pueda contratar un abogado especial en cualquier momento que considere oportuno y necesario. El Abogado Municipal desempeñará otras funciones prescritas por los Estatutos, por ordenanza o resolución del Concejo Municipal.

El Abogado Municipal representará al Concejo Municipal en su conjunto. El Abogado Municipal revisará y aprobará en cuanto a la forma todos los documentos, contratos, resoluciones, ordenanzas e instrumentos legales en los que la Ciudad pueda tener participación.

A menos que exista un conflicto de interés legales, todos los asesores legales de la Ciudad serán responsables de reportar información al Abogado Municipal con respecto a cualquier declaración de la Ciudad. De conformidad con la ley estatal, el Abogado Municipal es el abogado designado del estado en el tribunal municipal y cualquier fiscal designado ocupa dichos cargos sujeto a las instrucciones del Abogado Municipal. El Abogado Municipal puede designar los abogados y fiscales especiales que considere apropiados para representar adecuadamente los intereses de la Ciudad o del estado en el tribunal municipal.

Todas las designaciones de Abogados Municipales están sujetas a la financiación prevista en el presupuesto o por el Concejo Municipal.

La propuesta en la boleta deberá expresar lo siguiente:

PROPUESTA C

“¿SE DEBERÁN ENMENDAR LAS SECCIONES DE LOS ESTATUTOS DE LA CIUDAD RELATIVAS A LAS OBLIGACIONES Y RESPONSABILIDADES DE LOS FUNCIONARIOS ESPECÍFICOS Y SE DEBERÁ AUTORIZAR AL ALCALDE A FIRMAR SÓLO CONTRATOS ESPECÍFICOS A MENOS QUE EL CONSEJERO INDIQUE LO CONTRARIO Y OTRAS OBLIGACIONES SIGNATARIAS SI EL ADMINISTRADOR MUNICIPAL NO SEA CAPAZ DE HACERLO; ACLARANDO LA AUTORIDAD DEL ALCALDE DURANTE UNA EMERGENCIA O DESASTRE; AUTORIZAR AL ADMINISTRADOR MUNICIPAL A NOMBRAR FUNCIONARIOS INTERINOS HASTA LA CONFIRMACIÓN DEL CONSEJO, REALIZAR AUDITORÍAS FINANCIERAS Y OPERATIVAS, DESIGNAR SUBORDINADOS PARA AYUDAR AL ALCALDE Y AL CONCEJO CON HORARIOS Y COMUNICACIONES OFICIALES DE LA CIUDAD SOLAMENTE; PREVENIR LA INTERFERENCIA CON EL DESEMPEÑO DEL ADMINISTRADOR MUNICIPAL; ESTABLECER AL SECRETARIO MUNICIPAL COMO SUBORDINADO DEL ADMINISTRADOR DE LA CIUDAD EXCEPTO PARA LA ELABORACIÓN DE LA AGENDA Y LAS ELECCIONES; ESTABLECER EL TRIBUNAL MUNICIPAL COMO TRIBUNAL DE REGISTRO PARA ACLARAR LA JURISDICCIÓN CON LA LEY ESTATAL; ESTABLECER JUECES ADJUNTOS, Y TODOS LOS TÉRMINOS JUDICIALES; Y ACLARAR AL ABOGADO DE LA CIUDAD COMO ABOGADO MUNICIPAL EN SU CONJUNTO Y COMO FISCAL DEL TRIBUNAL MUNICIPAL, EXIGIR INFORMES DE OTRO ABOGADO LEGAL Y AUTORIZAR AL ABOGADO MUNICIPAL A DESIGNAR ABOGADOS ESPECIALES Y FISCALES ESPECIALES?”

A FAVOR _____
EN CONTRA _____

PROPUESTA D

“¿SE DEBERÁN ENMENDAR LAS SECCIONES DE LOS ESTATUTOS DE LA CIUDAD SOBRE FINANZAS PARA ACLARAR LAS OBLIGACIONES DEL AUDITOR Y DEROGAR DISPOSICIONES RELATIVAS AL INCUMPLIMIENTO DE LA OBLIGACIÓN DE ADOPTAR UN PRESUPUESTO QUE SEA CONSISTENTE CON LA LEY ESTATAL?”

Esta propuesta enmendaría las secciones y subsecciones específicamente enumeradas a continuación como se indica con las palabras subrayadas como adiciones enmendadas y las palabras tachadas como eliminaciones enmendadas. El resto de las secciones y subsecciones sin enmiendas enumeradas permanecen sin cambios y en pleno vigor y efecto a menos que sean expresamente modificadas por otra propuesta aprobada durante la misma elección:

§ 9.02. SISTEMA DE CONTROLES INTERNOS.

La Ciudad, bajo la dirección del Administrador Municipal, mantendrá un sistema documentado de controles internos diseñado para salvaguardar de pérdidas todos los activos de la Ciudad, para asegurar informes oportunos y precisos de su situación financiera y resultados operativos y para asegurar el cumplimiento de las leyes y regulaciones aplicables.

La Ciudad solicitará a su Auditor independiente que recomiende mejoras relacionadas con las debilidades de controles internos, si las hubiera, identificadas en la auditoría anual. Cualquiera de dichas recomendaciones del auditor será evaluada por o bajo la dirección del Administrador Municipal, quien informará los resultados de la evaluación y cualquier cambio resultante en los controles al Concejo Municipal.

El Concejo Municipal puede, mediante ordenanza, exigir un bono a modo de garantía y por el monto que el Concejo considere apropiado para cualquier funcionario o empleado de la Ciudad que reciba o pague o que tenga la custodia o acceso frecuente a dinero, fondos, pagarés, bonos u otros valores pertenecientes a la Ciudad. Las primas de dichos bonos serán pagadas por la Ciudad.

~~§ 9.04. INCUMPLIMIENTO DE LA OBLIGACIÓN DE ADOPTAR EL PRESUPUESTO ANUAL.~~

~~Si el Consejo no adopta el presupuesto en o antes del último día del ejercicio fiscal, los montos asignados para el ejercicio fiscal en curso se considerarán adoptados para el ejercicio fiscal siguiente mes a mes con todas las partidas prorrateadas, hasta el momento en que el Consejo adopte un presupuesto para el siguiente ejercicio fiscal, y el impuesto a la propiedad se fijará en la forma prevista por la ley estatal.~~

La propuesta en la boleta deberá expresar lo siguiente:

PROPUESTA D

“¿SE DEBERÁN ENMENDAR LAS SECCIONES DE LOS ESTATUTOS DE LA CIUDAD SOBRE FINANZAS PARA ACLARAR LAS OBLIGACIONES DEL AUDITOR Y DEROGAR DISPOSICIONES RELATIVAS AL INCUMPLIMIENTO DE LA OBLIGACIÓN DE ADOPTAR UN PRESUPUESTO QUE SEA CONSISTENTE CON LA LEY ESTATAL?”

A FAVOR _____

EN CONTRA _____

PROPUESTA E

“¿SE DEBERÁN ENMENDAR LAS SECCIONES DE LOS ESTATUTOS DE LA CIUDAD RELATIVAS A CIERTAS DISPOSICIONES ADMINISTRATIVAS PARA PERMITIR MEDIOS ADICIONALES PARA LOS AVISOS Y ACLARAR LOS AVISOS Y LOS LÍMITES DE RESPONSABILIDAD POR RECLAMACIONES CONTRA LA CIUDAD?”

Esta propuesta enmendaría las secciones y subsecciones específicamente enumeradas a continuación como se indica con las palabras subrayadas como adiciones enmendadas y las palabras tachadas como eliminaciones enmendadas. El resto de las secciones y subsecciones sin enmiendas enumeradas permanecen sin cambios y en pleno vigor y efecto

a menos que sean expresamente modificadas por otra propuesta aprobada durante la misma elección:

§ 14.05. PERIÓDICO OFICIAL.

El Concejo Municipal designará mediante resolución un periódico de circulación general en la Ciudad como periódico oficial de la Ciudad. Todas las ordenanzas, títulos de ordenanzas, avisos y otros asuntos que deban publicarse por estos Estatutos, por ordenanza o por la ley estatal, se publicarán en el periódico oficial. El Concejo tendrá la autoridad para designar otros periódicos u otras formas de publicaciones en los medios para la publicación de avisos e información general además de los avisos requeridos por los Estatutos, ordenanzas o leyes.

§ 14.08. RECLAMACIONES ~~POR DAÑOS O LESIONES~~ CONTRA LA CIUDAD.

La Ciudad de Bee Cave nunca será responsable de ninguna reclamación por daños, ya sea por vía contractual o extracontractual, empleo u otras reclamaciones, incluyendo sin limitación, lesiones personales o muerte, o por reclamaciones por daños o lesiones a bienes muebles o inmuebles, supuestamente causados por el acto u omisión ~~negligente~~ de cualquier funcionario, agente o empleado de la Ciudad, a menos que la persona que haya resultado lesionada, la persona cuya propiedad haya resultado lesionada o dañada, o alguien en su nombre, o una persona con capacidad para presentar una demanda, deberá presentar una reclamación por escrito ante el Secretario Municipal en un plazo de seis (6) meses posteriores a que dicha lesión, muerte o daño haya ocurrido, indicando específicamente cuándo, dónde y cómo ocurrió la lesión, muerte o daño, el alcance total de los mismos, el monto de los daños reclamados o alegados, y la base reclamada por la responsabilidad por parte de la Ciudad.

Ningún bien propiedad o en poder de la Ciudad estará sujeta a embargo o ejecución de ningún tipo o naturaleza, excepto lo dispuesto por la ley estatal. No será necesario en ninguna acción legal, demanda o procedimiento en el que la Ciudad sea parte, que se ejecute ninguna fianza u otra garantía en nombre de la Ciudad. Cualquier acción procederá como si se hubiera otorgado dicha fianza o garantía.

La propuesta en la boleta deberá expresar lo siguiente:

PROPUESTA E

“¿SE DEBERÁN ENMENDAR LAS SECCIONES DE LOS ESTATUTOS DE LA CIUDAD RELATIVAS A CIERTAS DISPOSICIONES ADMINISTRATIVAS PARA PERMITIR MEDIOS ADICIONALES PARA LOS AVISOS Y ACLARAR LOS AVISOS Y LOS LÍMITES DE RESPONSABILIDAD POR RECLAMACIONES CONTRA LA CIUDAD?”

A FAVOR _____
EN CONTRA _____

PROPUESTA F

“¿SE DEBERÁN ENMENDAR LAS SECCIONES DE LOS ESTATUTOS DE LA CIUDAD RELATIVAS A LAS PETICIONES Y ENMIENDAS A LOS ESTATUTOS PARA PERMITIR TIEMPO ADICIONAL PARA LA CERTIFICACIÓN, ACLARAR

LA LEY ESTATAL APLICABLE, PERMITIR REVISIONES ORGANIZATIVAS Y CORRECTIVAS NO SUSTANTIVAS DE LOS ESTATUTOS MEDIANTE ORDENANZA Y ESTABLECER PROCEDIMIENTOS PARA ENMIENDAS A LOS ESTATUTOS MEDIANTE PETICIÓN?”

Esta propuesta enmendaría las secciones y subsecciones específicamente enumeradas a continuación como se indica con las palabras subrayadas como adiciones enmendadas y las palabras tachadas como eliminaciones enmendadas. El resto de las secciones y subsecciones sin enmiendas enumeradas permanecen sin cambios y en pleno vigor y efecto a menos que sean expresamente modificadas por otra propuesta aprobada durante la misma elección:

§ 13.05. PRESENTACIÓN, EXAMINACIÓN Y CERTIFICACIÓN DE PETICIONES.

Después de obtener las firmas, todos los documentos que componen la petición de iniciativa, referéndum o revocación se reunirán y se presentarán ante el Secretario Municipal como un solo instrumento. En un plazo de ~~cinco (5)~~ veinte (20) días hábiles después de la fecha en que la Ciudad reciba la petición, el Secretario Municipal determinará si cada documento de la petición tiene una declaración adecuada del distribuidor y si la petición ha sido firmada por un número suficiente de votantes registrados. Si el Secretario Municipal certifica que la petición es insuficiente, el certificado deberá especificar los detalles en los que es defectuosa. Las firmas contenidas en la petición serán verificadas de conformidad con ~~el Capítulo 277 del Código Electoral, según pueda ser modificado~~ la ley estatal. Una petición no puede complementarse ni modificarse después de la fecha en que la recibe la Ciudad, a menos que la petición cumpla con los requisitos ~~del Capítulo 277 del Código Electoral~~ de la ley estatal. Será totalmente inválido todo escrito de petición que no contenga el número requerido de firmas o que no lleve adjunta la declaración firmada por quien la distribuye. El Secretario Municipal deberá certificar el resultado de cualquier petición que el Concejo Municipal considere conforme en su próxima reunión ordinaria. La determinación de insuficiencia de cualquier petición no impedirá la presentación de una nueva petición con el mismo fin.

§ 14.10. MODIFICACIÓN DE ESTOS ESTATUTOS.

El Concejo Municipal puede presentar enmiendas a estos Estatutos a los votantes calificados de la Ciudad para su aprobación en una elección, no más de una vez cada ciclo electoral de dos (2) años, celebrada de acuerdo con el Capítulo 9 del Código Gubernamental Local de Texas. Para las enmiendas propuestas de conformidad con una petición firmada por votantes calificados, la petición y el proceso seguirán el proceso requerido para las iniciativas.

Para preservar la coherencia, el Concejo Municipal tendrá la facultad, mediante ordenanza, de reenumerar y reorganizar todos los artículos, secciones y párrafos de los Estatutos, o cualquier enmienda a los mismos, crear y ajustar un índice, o corregir gramática o errores de ortografía menores, y una vez aprobada dicha ordenanza, se enviará una copia de la misma al Secretario de Estado para su archivo.

La propuesta en la boleta deberá expresar lo siguiente:

PROPUESTA F

“¿SE DEBERÁN ENMENDAR LAS SECCIONES DE LOS ESTATUTOS DE LA CIUDAD RELATIVAS A LAS PETICIONES Y ENMIENDAS A LOS ESTATUTOS PARA PERMITIR TIEMPO ADICIONAL PARA LA CERTIFICACIÓN, ACLARAR LA LEY ESTATAL APLICABLE, PERMITIR REVISIONES ORGANIZATIVAS Y CORRECTIVAS NO SUSTANTIVAS DE LOS ESTATUTOS MEDIANTE ORDENANZA Y ESTABLECER PROCEDIMIENTOS PARA ENMIENDAS A LOS ESTATUTOS MEDIANTE PETICIÓN?”

A FAVOR _____

EN CONTRA _____

PROPUESTA G

“¿UNA ENMIENDA A LOS ESTATUTOS DE LA CIUDAD DE BEE CAVE QUE REQUIERE LA APROBACIÓN DE LOS VOTANTES PARA QUE LA CIUDAD TOMA CUALQUIER ACCIÓN O APRUEBE CUALQUIER ORDENANZA QUE ABORDE LA SUBDIVISIÓN, CAMBIO O MODIFICACIÓN FÍSICA SIGNIFICATIVA, VENTA, COMPRA, DONACIÓN, INTERCAMBIO O CIERTO ARRENDAMIENTO DE BIENES INMUEBLES DE LA CIUDAD; REQUIRIENDO QUE TODA LA DELIBERACIÓN DE DICHA ACCIÓN POR PARTE DEL CONCEJO MUNICIPAL O DE LAS JUNTAS Y COMISIONES DE LA CIUDAD SE HAGA EN PÚBLICO, REVELANDO TODAS LAS CONDICIONES Y LOS DETALLES DE DICHA PROPUESTA; SIN REQUERIR LA APROBACIÓN DE LOS VOTANTES PARA LA COMPRA DE BIENES INMUEBLES DE LA CIUDAD, PERO SE REQUIERE QUE TODAS LAS CONDICIONES Y LAS ESPECIFICACIONES DE DICHA COMPRA SE DIVULGUEN EN UNA REUNIÓN ABIERTA.?”

Esta propuesta enmendaría las secciones y subsecciones específicamente enumeradas a continuación como se indica con las palabras subrayadas como adiciones enmendadas y las palabras tachadas como eliminaciones enmendadas. El resto de las secciones y subsecciones sin enmiendas enumeradas permanecen sin cambios y en pleno vigor y efecto a menos que sean expresamente modificadas por otra propuesta aprobada durante la misma elección:

§ 10.1 Ordenanzas y Leyes que Afectan los Bienes de la Ciudad

La Sección 10.1 y sus subsecciones numeradas se aplicarán a todos los bienes inmuebles controlados o de propiedad de la Ciudad, en adelante “bienes de la Ciudad”. Esta Sección no se aplicará a arrendamientos, contratos de licencia u otros contratos de concesiones o permisos de uso que no excedan un año de bienes propiedad o controlados por la Ciudad, ni se considerará que esta Sección se aplica al alquiler de espacio dentro de edificios propiedad o controlados por la Ciudad. El término "Ciudad" incluirá todos los organismos de la Ciudad que se rigen por la Ley de Reuniones Abiertas de Texas, en adelante "TOMA".

§ 10.1.01 Requisito de Reunión Abierta

Para las ordenanzas y acciones abordadas en la Sección 10.05 y sus subsecciones numeradas, según la Sección 551.004 del Código Gubernamental de Texas, la Ciudad de Bee Cave debe llevar a cabo todas las discusiones, incluidas las consultas con el Abogado Municipal que no se refieran a aquellas necesarias para defender a la Ciudad contra una demanda, en una reunión abierta y está prohibido cualquier discusión en una reunión

cerrada. Según la Sección 10.1 y sus subsecciones numeradas, cada miembro de un organismo de la Ciudad que se rija por TOMA tiene específicamente prohibido celebrar reuniones o discusiones privadas, ya sean verbales o escritas, independientemente de los medios de comunicación con cualquier parte que pueda ser un beneficiario directo como resultado de una acción u ordenanza amparada por la Sección 10.1 y sus subsecciones numeradas.

§ 10.1.02 Requisitos del Referéndum

La Ciudad no tomará ninguna medida ni aprobará ninguna ordenanza que aborde la subdivisión, cambio o modificación física significativa, venta, compra, donación, intercambio o arrendamiento de bienes de la Ciudad, a menos que dicha acción u ordenanza sea aprobada por los votantes calificados de la Ciudad de Bee Cave. Cada bien identificable de la Ciudad estará en su propia propuesta a referéndum. Se prohíben las propuestas a referéndum que aborden o agrupen múltiples bienes de la Ciudad. Como deber ministerial, el Concejo Municipal aprobará cualquier acción u ordenanza aprobada por los votantes en la primera reunión del Concejo después de la elección donde se apruebe la acción u ordenanza.

§ 10.1.03 Requisito de divulgación

En una propuesta a referéndum para su aprobación por parte de los votantes según la Sección 10.1.02, una acción u ordenanza propuesta deberá revelar total y completamente todas las condiciones y detalles de la subdivisión, cambio o modificación física, venta, compra, donación, intercambio o arrendamiento de bienes de la Ciudad.

§ 10.1.04 Compra de Bienes Inmuebles

Las compras de bienes inmuebles de la Ciudad no estarán sujetas a las disposiciones de la Sección 10.1.02 y la Sección 10.1.03. Cada compra de bienes inmuebles de la Ciudad deberá revelar total y completamente todas las condiciones y detalles de una compra en una ordenanza o ley durante una reunión abierta.

§ 10.1.05 Disposición Transitoria

Las disposiciones de esta enmienda se aplicarán a cualquier acción u ordenanza iniciada o aprobada después de la fecha en la que el Secretario Municipal o el Administrador Municipal o el Administrador Municipal Adjunto hayan sido notificados de una petición que propone esta Enmienda a los Estatutos.

§ 10.1.06 Divisibilidad

Si un tribunal de jurisdicción competente considera que alguna disposición de esta enmienda a los estatutos es inválida, ilegal o inaplicable, las disposiciones restantes seguirán siendo válidas y aplicables en la máxima medida permitida por la ley. La invalidez o inaplicabilidad de cualquier disposición particular no afectará la validez o aplicabilidad de la otra disposición contenida en la misma.

La propuesta en la boleta deberá expresar lo siguiente:

PROPUESTA G

“¿UNA ENMIENDA A LOS ESTATUTOS DE LA CIUDAD DE BEE CAVE QUE REQUIERE LA APROBACIÓN DE LOS VOTANTES PARA QUE LA CIUDAD TOME CUALQUIER ACCIÓN O APRUEBE CUALQUIER ORDENANZA QUE ABORDE LA SUBDIVISIÓN, CAMBIO O MODIFICACIÓN FÍSICA SIGNIFICATIVA, VENTA, COMPRA, DONACIÓN, INTERCAMBIO O CIERTO ARRENDAMIENTO DE BIENES INMUEBLES DE LA CIUDAD; REQUIRIENDO QUE TODA LA DELIBERACIÓN DE DICHA ACCIÓN POR PARTE DEL CONCEJO MUNICIPAL O DE LAS JUNTAS Y COMISIONES DE LA CIUDAD SE HAGA EN PÚBLICO, REVELANDO TODAS LAS CONDICIONES Y LOS DETALLES DE DICHA PROPUESTA; SIN REQUERIR LA APROBACIÓN DE LOS VOTANTES PARA LA COMPRA DE BIENES INMUEBLES DE LA CIUDAD, PERO SE REQUIERE QUE TODAS LAS CONDICIONES Y LAS ESPECIFICACIONES DE DICHA COMPRA SE DIVULGUEN EN UNA REUNIÓN ABIERTA.?”

A FAVOR

EN CONTRA

ORDINANCE NO. 539

AN ORDINANCE OF THE CITY OF BEE CAVE, TEXAS ORDERING A SPECIAL ELECTION IN THE CITY OF BEE CAVE, TEXAS, ON NOVEMBER 5, 2024, TO SUBMIT PROPOSITIONS FOR PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF BEE CAVE, TEXAS; MAKING PROVISION FOR THE CONDUCT AND GIVING NOTICE OF SAID ELECTION; PROVIDING FOR SEVERABILITY, AND EFFECTIVE DATE

WHEREAS, Section 9.004 of the Texas Local Government Code authorizes the governing body of a municipality to submit proposed charter amendments to the qualified voters of the municipality for their approval at an election to be held on the first authorized uniform election date prescribed by the Election Code;

WHEREAS, the City Charter of the City of Bee Cave authorizes amendments to be considered if submitted through a valid citizen petition;

WHEREAS, the first authorized uniform election date is November 5, 2024, being the first Tuesday after the first Monday in November pursuant to Section 41.001(a)(3), Texas Elections Code;

WHEREAS, Texas Elections Code § 3.005(c) requires an election held on a uniform election date to be ordered not later than the 78th day before the election date;

WHEREAS, the 78th day before the uniform election date of November 5, 2024, is August 19, 2024;

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

WHEREAS, the City has entered, or will enter, an agreement with Travis County to conduct the City's special election pursuant to Chapter 31 of the Texas Election Code and Chapter 791 of the Texas Government Code (the "*Election Agreement*"), jointly with other political subdivisions that hold elections on the same day in all or part of the same territory of the City, as authorized in Chapter 271, Texas Election Code; and

WHEREAS, the City Council of the City of Bee Cave finds and determines that the meeting at which this Ordinance was passed was open to the public and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code;

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

I. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

II. CALL OF SPECIAL MUNICIPAL ELECTION

It is ordered that a special election shall be held in the City on the 5th day of November 2024, for the purpose of submitting the measures contained in Exhibit A, attached to and fully incorporated into this Ordinance. Such measures are proposed amendments to the Home Rule Charter of the City of Bee Cave, Texas, and their language is incorporated into this order by reference herein.

III. JOINT ELECTION

The special election shall be held as a joint election pursuant to Texas Election Code Chapter 271 in conjunction with elections that may be held on the election day by other political subdivisions (hereinafter “*Participating Entities*”) under a Joint Election Agreement that will be submitted to the City Council for approval.

Pursuant to Chapter 31 of the Texas Election Code, the City Council orders that the election be conducted pursuant to the Election Agreement and said agreement is incorporated herein as if fully set out.

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

IV. PRECINCTS, POLLING PLACES, OFFICIALS, AND TIMES

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

V. CONDUCT OF ELECTION

The Travis County Election Officer and the officer’s employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the Election Agreement with the City and in accordance with the provisions of the City’s charter and the laws of the State of Texas. The official ballots, together with such other election materials as are required by the Texas Election Code, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law.

VI. EARLY VOTING, MAIL IN VOTING

Early voting for the election shall be conducted jointly with the Participating Entities in the joint election. Early Voting by personal appearance for the Election shall be conducted jointly at the locations and on the dates and times specified. These Early Voting polling places shall be common polling places utilized by the City, the Participating Entities, and Travis County, Texas. The main early voting polling place will be Travis County Airport Office, 5501 Airport Boulevard, Austin, Texas 78751. Early voting by personal appearance begins October 21, 2024, and ends on November 1, 2024.

Early voting by mail shall be conducted in accordance with applicable provisions of the Texas Election Code. The Bee Cave City Secretary shall serve as the Regular Early Voting Clerk, and the Early Voting Clerk's Office shall be located at 4000 Galleria Parkway, Bee Cave, Texas 78738. This address shall be the early voting clerk's address to which applications for early voting ballots must be delivered or sent to the City. Applications for early voting ballots by mail must be received not later than the close of business on Tuesday, October 25, 2024. Ballots voted by mail must be delivered to the Travis County Clerk.

VII. METHOD OF VOTING

ExpressVote® Universal Voting System Version 6.3.0.0 provided by Election Systems & Software voting system, as the term is defined in the Texas Election Code, shall be utilized in connection with the election. This system shall be utilized for early voting as well as for precinct voting conducted on Election Day. Dyana Limon-Mercado, Travis County Clerk, will appoint the programmer, and such programmer shall prepare a program for the automatic tabulating equipment. Ample voting equipment shall be provided for early voting and in the precinct on Election Day. The central counting station is established as the office of the Travis County Clerk, Travis County Airport Office, 5501 Airport Blvd., Austin, Texas 78751

VIII. APPOINTMENT OF ELECTION OFFICIALS

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

IX. NOTICES

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

X. TABULATING

Testing of the automatic tabulating equipment will be performed and notice thereof will be given in accordance with the Texas Election Code.

XI. COMPENSATION FOR ELECTION WORKERS

The rate of compensation for all election workers will be decided by Travis County.

XII. FURTHER AUTHORITY

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

The Mayor is authorized to execute and the City Secretary is authorized to attest this Ordinance on behalf of the City Council; and the Mayor is authorized to do all other things legal and necessary in connection with the holding and consummation of the Election, including but not limited to executing any subsequent orders adjusting the polling locations, dates, and times that are subject to change due to agreements with Travis County and other joint election agreements up until the final posting deadline of such notice pursuant to Section 4.003, Texas Election Code.

XIII. SEVERABILITY

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 or invalid by final judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of the Ordinance, because the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional or invalid phrases, sentences, paragraphs, or sections.

XIV. EFFECTIVE DATE

This Ordinance is effective as of the date of adoption.

DULY PASSED AND APPROVED, on the 13th day of August, 2024 at a regular meeting of the City Council of the City of Bee Cave, Texas, which was held in compliance with the Texas Open Meetings Act, Chapter 551, Texas Government Code, at which meeting a quorum was present and voting

CITY OF BEE CAVE, TEXAS:

ATTEST:

Kara King, Mayor

Jo Ann Touchstone, City Secretary

APPROVED AS TO FORM:

Ryan Henry, City Attorney

EXHIBIT A

PROPOSITION A

“SHALL SECTIONS OF THE CITY CHARTER BE AMENDED TO CONSOLIDATE PROVISIONS REGARDING ALTERING THE BOUNDARIES OF THE CITY OF BEE CAVE THROUGH ANNEXATION AND DISANNEXATION?”

This proposition would amend the specifically listed sections and subsections below as indicated with underlined words being amended additions and words struck through being amended deletions. The remainder of the sections and subsections with no listed amendments remain unchanged and in full force and effect unless expressly amended by another proposition passed during the same election:

§ 1.02. BOUNDARIES AND LIMITS.

The boundaries and limits of the City of Bee Cave shall be those as established and described in ordinances duly passed by the City Council of the City of Bee Cave in accordance with State law. The City Secretary shall keep a correct and complete description and official map on file, with recent annexations and disannexations, and depicting the City's extraterritorial jurisdiction. The City Council shall have the power by ordinance to set the boundary limits of the City and to provide for the alteration and extension of said boundary limits and the acquisition of additional territory. The City may from time to time alter its boundaries by disannexing any territory adjoining its boundaries; as such boundaries may exist from time to time, by passage of an ordinance describing the territory being disannexed. Any additional territory annexed to the City shall be a part of the City for all purposes, and the property situated therein shall bear its pro rata part of the taxes levied by the City as provided by State law. The inhabitants thereof shall be entitled to all rights and privileges of all citizens and shall be bound by the acts, ordinances, and resolutions of the City.

~~§ 1.03. DISANNEXATIONS.~~

~~The City may from time to time alter its boundaries by disannexing any territory adjoining its boundaries; as such boundaries may exist from time to time, by passage of an ordinance describing the territory being disannexed. Any additional territory annexed to the City shall be a part of the City for all purposes, and the property situated therein shall bear its pro rata part of the taxes levied by the City as provided by State law. The inhabitants thereof shall be entitled to all rights and privileges of all citizens and shall be bound by the acts, ordinances, and resolutions of the City.~~

The proposition on the ballot shall state as follows:

PROPOSITION A

“SHALL SECTIONS OF THE CITY CHARTER BE AMENDED TO CONSOLIDATE PROVISIONS REGARDING ALTERING THE BOUNDARIES OF THE CITY OF BEE CAVE THROUGH ANNEXATION AND DISANNEXATION?”

FOR _____
AGAINST _____

PROPOSITION B

“SHALL SECTIONS OF THE CITY CHARTER BE AMENDED TO ALLOW ADJUSTMENTS TO COMPENSATION OF MAYOR AND COUNCIL BY ORDINANCE ONLY SUBMITTED TO VOTERS?”

This proposition would amend the specifically listed sections and subsections below as indicated with underlined words being amended additions and words struck through being amended deletions. The remainder of the sections and subsections with no listed amendments remain unchanged and in full force and effect unless expressly amended by another proposition passed during the same election:

§ 3.09 COMPENSATION

The Mayor and City Council may be compensated for their service on the council. Any future increases in compensation for City Council and the Mayor ~~shall be set by Ordinance~~ may only be set by ordinance approved by the City Council and submitted to the voters for approval during a uniform election date. To the extent allowed by law, any changes shall be effective upon canvassing the results of the election where the question was posed to the voters. ~~When a Council Member or Mayor votes for an increase in compensation that increase shall not be effective for that Mayor or Council Member until they have been elected at a subsequent election, but it shall be effective for any Council Member or Mayor elected after the adoption of the increase in compensation.~~

In addition, each Member of City Council shall be entitled to reimbursement for his/her actual and necessary expenses incurred in the performance of his/her specific official duties of office. Said expenses shall be subject to the approval of the City Council. The policy regulating payment of expenses incurred in performance of official duty shall be determined by the City Council by Resolution.

The proposition on the ballot shall state as follows:

PROPOSITION B

“SHALL SECTIONS OF THE CITY CHARTER BE AMENDED TO ALLOW ADJUSTMENTS TO COMPENSATION OF MAYOR AND COUNCIL BY ORDINANCE ONLY SUBMITTED TO VOTERS?”

FOR _____
AGAINST _____

PROPOSITION C

“SHALL SECTIONS OF THE CITY CHARTER PERTAINING TO DUTIES AND RESPONSIBILITIES OF SPECIFIC OFFICERS BE AMENDED AND TO AUTHORIZE THE MAYOR TO SIGN ONLY SPECIFIC CONTRACTS UNLESS OTHERWISE DIRECTED BY COUNSEL AND OTHER SIGNATORY OBLIGATIONS IF THE CITY MANAGER IS UNABLE; CLARIFYING MAYOR’S AUTHORITY DURING EMERGENCY OR DISASTER; PROVIDING FOR ELECTION OF MAYOR BY PLURALITY; AUTHORIZE THE CITY MANAGER TO APPOINT INTERIM OFFICERS UNTIL COUNCIL CONFIRMATION, CONDUCT FINANCIAL AND OPERATIONAL AUDITS, ASSIGN SUBORDINATES TO ASSIST MAYOR AND COUNCIL WITH OFFICIAL SCHEDULES AND OFFICIAL CITY

COMMUNICATIONS ONLY; PREVENT INTERFERENCE WITH CITY MANAGER PERFORMANCE; ESTABLISH CITY SECRETARY AS A CITY MANAGER SUBORDINATE EXCEPT FOR AGENDA FORMATION AND ELECTIONS; ESTABLISH MUNICIPAL COURT AS A COURT OF RECORD TO CLARIFY JURISDICTION WITH STATE LAW; PROVIDE FOR ASSOCIATE JUDGES, AND ALL JUDICIAL TERMS; AND CLARIFY THE CITY ATTORNEY AS THE ATTORNEY FOR THE CITY AS A WHOLE AND AS THE MUNICIPAL COURT PROSECUTOR, REQUIRE REPORTING FROM OTHER LEGAL COUNSEL, AND AUTHORIZE CITY ATTORNEY TO DESIGNATE SPECIAL COUNSEL AND SPECIAL PROSECUTORS?”

This proposition would amend the specifically listed sections and subsections below as indicated with underlined words being amended additions and words struck through being amended deletions. The remainder of the sections and subsections with no listed amendments remain unchanged and in full force and effect unless expressly amended by another proposition passed during the same election:

§ 3.01. MAYOR.

The person elected Mayor shall be the presiding officer of all meetings of the City Council. He/She shall be the official head of the City government and shall be able to vote on matters coming before the Council. The Mayor shall present an annual state of the City message, and perform other duties as specified by the City Council, imposed by this Charter or by applicable State law. Unless directed otherwise by the City Council, ~~The Mayor shall sign, upon authorization of the City Council,~~ all contracts or conveyances approved by the City Council. ~~The Mayor may sign on behalf of the City, and all~~ bonds, warrants, and any other obligations issued under the provisions of this Charter in the event the City Manager is unable to perform such a task. As the presiding officer of the City Council the Mayor shall be responsible for preparation of the agenda for each City Council meeting. If requested by a Council Member in writing, the Mayor must include a requested item on any agenda.

In case of emergency or disaster, the Mayor shall have the power to enact emergency measures in order to enforce the laws of the City, or to avert danger, or to protect life or property, including but not limited to a case of riot, outbreak, calamity. The Mayor shall proclaim the emergency and shall utilize such powers and authorizations allowed by local, state and federal law needed to keep the peace and respond to such emergency.

§ 4.02. CITY MANAGER-DIRECTION AND SUPERVISION OF EMPLOYEES, NON-INTERFERENCE BY COUNCIL; APPOINTMENT AND REMOVAL OF DEPARTMENT HEADS.

Except for the purpose of inquiries and council-initiated investigations as provided by this Charter or as otherwise authorized by law, the City Council, the Mayor or its Members shall deal with City officers and employees who are subject to the direction and supervision of the City Manager through the City Manager. No Member of the Council, including the Mayor, shall give orders to any subordinate of the City Manager, either publicly or privately. It shall be permissible for a subordinate of the City Manager to answer questions and communicate information to a member of the Council provided that such questions and information are also made known to the City Manager. It shall also be permissible for the City Manager to assign and direct a subordinate to assist the Mayor, an individual member of the Council, or a committee of the Council on a specific assigned task involving

official schedules or official city communications with the public or media. Neither the Council, the Mayor, nor any of its Members shall direct the appointment of any person to office by the City Manager or by any of his/her subordinates. The City Manager shall be responsible for, and shall have the power to appoint, suspend, and/or remove all or any one of the heads of the departments of the City with the concurrence of the City Council, except as otherwise provided by this Charter. No individual member of City Council or the Mayor shall interfere with the City Manager in the performance of the duties of that office or prevent the City Manager from exercising the City Manager's own judgment in the execution and performance of the duties of the office as outlined by this Charter, by ordinance or resolution.

§ 4.03. CITY MANAGER-SPECIFIC POWERS AND DUTIES.

The City Manager shall be responsible to the City Council for the proper administration of the affairs of the City and shall have the power and duty to:

- (1) Exercise control over all departments and subdivisions thereof created by this Charter or by ordinance.
- (2) Prepare and recommend to the Mayor items for inclusion in the official agenda of all City Council meetings and to Chairpersons for meetings of the Boards and Commissions established by this Charter or by ordinance.
- (3) Prepare and submit to the City Council the annual budget and administer the budget as adopted by the City Council.
- (4) Prepare and submit to the City Council such Capital Improvement Plans as are necessary and appropriate and which identify future capital projects and equipment purchases, provide a planning schedule, and identifies options for financing the Plan. The Plan should rank projects in order of preference, justify such projects, and, to the extent feasible, include a timetable for the commencement, construction, and completion of projects. The Plan shall be reviewed, updated, and amended as required by the City Council during the budget preparation and adoption process.
- (5) Be responsible for the proper administration of all City affairs placed in his/her hands.
- (6) See that all terms and conditions imposed in favor of the City or inhabitants in any public utility franchise are faithfully kept and performed.
- (7) See that all laws and ordinances are enforced.
- (8) Keep the City Council fully advised at all times as to the financial condition and needs of the City, and prepare and submit to the City Council an annual report, and such periodic reports as are requested by the City Council, on the finances and administrative activities of the City, including the report of the annual audit required by State law.
- (9) Appoint, suspend, and/or remove employees not otherwise provided for in this Charter. Appointments made by him/her shall be on the basis of experience and ability.
- (10) Appoint interim officers and employees for vacant positions appointed by Council until such time as the Council can consider such appointments.
- ~~(11)~~ Attend City Council meetings and take part in the discussion of City business.
- ~~(12)~~ Recommend to the City Council for adoption such measures as he/she may deem necessary or expedient; to execute deeds, deeds of trust, easements, releases, contracts, and all other legal

instruments on behalf of the City when authorized by ordinance or resolution of the City Council, and approved as to form by the City Attorney.

(13) Order any additional financial or operational audits as he/she deems necessary to assist in identifying or developing internal controls.

~~(12)~~(14) Perform such other duties as are specified in this Charter or as may be required by the City Council by ordinance or resolution, not inconsistent with this Charter.

§ 5.01. APPOINTMENT; REMOVAL; COMPENSATION.

Upon recommendation of the City Manager, a majority vote of the full City Council shall be required to appoint, and/or remove the City Secretary. The City Secretary shall receive such compensation as shall be fixed by the City Manager with the concurrence of the City Council. The City Secretary shall ~~not~~ be considered a subordinate of the City Manager for purposes of Section 4.02 of this Charter except for purposes of agenda formation or elections.

~~§ 5.03. TEMPORARY OR INTERIM CITY SECRETARY.~~

~~The City Secretary shall appoint a City officer or employee who shall fulfill the duties of City Secretary during any temporary absence of the City Secretary. In the event that the City Secretary fails to appoint a temporary or interim City Secretary, or becomes unable to perform the duties of the office for more than sixty (60) days, or the office becomes vacant for any reason, the City Council shall appoint an acting or interim City Secretary who shall fulfill duties of the office until the office is filled, but who shall not be entitled by virtue of such appointment to the compensation or employment contract rights of the City Secretary.~~

§ 6.01. CREATION.

The City Council shall, by ordinance, create and provide for a Municipal Court of record to be known as the Municipal Court of the City of Bee Cave, Texas, and shall appoint, suspend, and/or remove one or more Municipal Judges to serve in such Court. The Court shall have all the powers and duties as are now, or as may hereafter, be prescribed by the laws of the state of Texas ~~in connection with the adjudication of misdemeanor offenses within its jurisdiction~~ and conferred upon a municipal court of record.

§ 6.02. MUNICIPAL COURT JUDGE.

The Judge of the Municipal Court, and all alternates and associates, shall be competent, duly qualified, and licensed attorneys in the state of Texas. The Judge of the Municipal Court shall be appointed, suspended, or removed, at will, by a majority vote of the full City Council. The term of office shall be consistent with State law and the term may be extended by additional and consecutive terms. Said term shall run concurrent with the term of the Mayor. The Judge shall receive such compensation as may be determined by the City Council. This compensation shall be fixed, and shall be commensurate with the duties performed by the Judge.

§ 7.03. DUTIES OF CITY ATTORNEY.

The City Attorney shall be the legal adviser of, and attorney for, all of the offices and departments of the City and shall represent the City in all litigation and legal proceedings, provided, however, that the Council may retain special counsel at any time it deems

appropriate and necessary. The City Attorney shall perform other duties prescribed by the Charter, by ordinance or resolution of the City Council.

The City Attorney shall represent the City Council as a whole. The City Attorney shall review and approve as to form all documents, contracts, resolutions, ordinances, and legal instruments in which the City may have an interest.

Unless a legal conflict of interest exists, all legal counsel of the City shall be responsible for reporting information to the City Attorney regarding any representation of the City. Pursuant to state law, the City Attorney is the designated attorney for the state in municipal court and any designated prosecutors hold such positions subject to the City Attorney's direction. The City Attorney may designate such special counsel and special prosecutors as he/she deems appropriate to properly represent the interest of the City, or the state in municipal court. All City Attorney designations are subject to funding provided for in the budget or by the City Council.

§ 11.01. CITY ELECTIONS.

The general City election shall be held annually on the uniform election date in May, or at such other times as may be specified by State law, at which time officers will be elected to fill those offices which become vacant that year. Beginning on the uniform election date for May, 2014, and on the May election date in even-numbered years thereafter, each qualified voter shall be entitled to vote for the office of Mayor and two Council Members each for a term of two (2) years. On the uniform election date occurring in or nearest to the month of May, 2015, and on such uniform election date in odd-numbered years thereafter, each qualified voter shall be entitled to vote for the office of three Council Members each for a term of two (2) years. The Mayor ~~shall be elected by majority vote,~~ and Council Members shall be elected at large by a plurality of the vote. All qualified voters of the State who are registered voters of the City of Bee Cave shall have the right to vote in City elections. Each voter shall have one vote for each office being filled. The candidates for Council positions receiving the most votes will be designated as elected to office. The City Council may change the regular city election to an alternative uniform date by ordinance in accordance with State law.

The proposition on the ballot shall state as follows:

PROPOSITION C

“SHALL SECTIONS OF THE CITY CHARTER PERTAINING TO DUTIES AND RESPONSIBILITIES OF SPECIFIC OFFICERS BE AMENDED AND TO AUTHORIZE THE MAYOR TO SIGN ONLY SPECIFIC CONTRACTS UNLESS OTHERWISE DIRECTED BY COUNSEL AND OTHER SIGNATORY OBLIGATIONS IF THE CITY MANAGER IS UNABLE; CLARIFYING MAYOR’S AUTHORITY DURING EMERGENCY OR DISASTER; PROVIDING FOR ELECTION OF MAYOR BY PLURALITY; AUTHORIZE THE CITY MANAGER TO APPOINT INTERIM OFFICERS UNTIL COUNCIL CONFIRMATION, CONDUCT FINANCIAL AND OPERATIONAL AUDITS, ASSIGN SUBORDINATES TO ASSIST MAYOR AND COUNCIL WITH OFFICIAL SCHEDULES AND OFFICIAL CITY COMMUNICATIONS ONLY; PREVENT INTERFERENCE WITH CITY MANAGER

PERFORMANCE; ESTABLISH CITY SECRETARY AS A CITY MANAGER SUBORDINATE EXCEPT FOR AGENDA FORMATION AND ELECTIONS; ESTABLISH MUNICIPAL COURT AS A COURT OF RECORD TO CLARIFY JURISDICTION WITH STATE LAW; PROVIDE FOR ASSOCIATE JUDGES, AND ALL JUDICIAL TERMS; AND CLARIFY THE CITY ATTORNEY AS THE ATTORNEY FOR THE CITY AS A WHOLE AND AS THE MUNICIPAL COURT PROSECUTOR, REQUIRE REPORTING FROM OTHER LEGAL COUNSEL, AND AUTHORIZE CITY ATTORNEY TO DESIGNATE SPECIAL COUNSEL AND SPECIAL PROSECUTORS?”

FOR _____
AGAINST _____

PROPOSITION D

“SHALL SECTIONS OF THE CITY CHARTER REGARDING FINANCES BE AMENDED TO CLARIFY AUDITOR OBLIGATIONS AND REPEAL PROVISIONS PERTAINING TO FAILURE TO ADOPT A BUDGET TO BE CONSISTENT WITH STATE LAW?”

This proposition would amend the specifically listed sections and subsections below as indicated with underlined words being amended additions and words struck through being amended deletions. The remainder of the sections and subsections with no listed amendments remain unchanged and in full force and effect unless expressly amended by another proposition passed during the same election:

§ 9.02. SYSTEM OF INTERNAL CONTROLS.

The City, under the direction of the City Manager, will maintain a documented system of internal controls designed to safeguard from loss all City assets, to assure timely and accurate reporting of its financial position and operating results and to assure compliance with applicable laws and regulations.

The City will request its independent Auditor to recommend improvements related to internal control weaknesses, if any, identified in the annual audit. Any ~~such~~ auditor recommendations will be evaluated by or under the direction of the City Manager, who shall report the results of the evaluation and any resulting changes in controls to the City Council.

The City Council may, by ordinance, require a bond with such surety and in such amount as the Council deems appropriate for any officer or employee of the City who receives or pays out or who has custody of or frequent access to public monies, funds, notes, bonds, or other securities belonging to the City. The premiums on such bonds shall be paid by the City.

~~§ 9.04. FAILURE TO ADOPT ANNUAL BUDGET.~~

~~If the Council fails to adopt the budget on or before the last day of the fiscal year, the amounts appropriated for the current fiscal year shall be deemed adopted for the ensuing fiscal year on a month to month basis with all items in it prorated, until such time as the Council adopts a budget for the ensuing fiscal year, and the property tax levy will be set in the manner provided by State law.~~

The proposition on the ballot shall state as follows:

PROPOSITION D

“SHALL SECTIONS OF THE CITY CHARTER REGARDING FINANCES BE AMENDED TO CLARIFY AUDITOR OBLIGATIONS AND REPEAL PROVISIONS PERTAINING TO FAILURE TO ADOPT A BUDGET TO BE CONSISTENT WITH STATE LAW?”

FOR _____
AGAINST _____

PROPOSITION E

“SHALL SECTIONS OF THE CITY CHARTER PERTAINING TO CERTAIN ADMINISTRATIVE PROVISIONS BE AMENDED TO ALLOW ADDITIONAL MEDIA FOR NOTICES AND TO CLARIFY NOTICES AND LIABILITY LIMITS FOR CLAIMS AGAINST THE CITY?”

This proposition would amend the specifically listed sections and subsections below as indicated with underlined words being amended additions and words struck through being amended deletions. The remainder of the sections and subsections with no listed amendments remain unchanged and in full force and effect unless expressly amended by another proposition passed during the same election:

§ 14.05. OFFICIAL NEWSPAPER.

The City Council shall designate by resolution a newspaper of general circulation in the City as the City's official newspaper. All ordinances, captions of ordinances, notices and other matters required to be published by this Charter, by ordinance, or by State law, shall be published in the official newspaper. The Council shall have authority to designate other newspapers or other forms of media publications for publication of notices and general information in addition to notices required by Charter, ordinance or law.

§ 14.08. CLAIMS ~~FOR DAMAGE OR INJURY~~ AGAINST THE CITY.

The City of Bee Cave shall never be liable for any claims for damages, whether in contract, tort, employment, or other claims, including but not limited to personal injury or death, or for claims for damages or injury to real or personal property, alleged to have been caused by the ~~negligent~~ act or omission of any officer, agent, or employee of the City unless the person who has been injured, the person whose property has been injured or damaged, or someone on his/her behalf, or a person with standing for suit, shall file a claim in writing with the City Secretary within six (6) months after said injury, death, or damage has occurred, stating specifically when, where, and how the injury, death, or damage occurred, the full extent thereof, the amount of damages claimed or asserted, and the basis claimed for liability on the part of the City.

No property owned or held by the City shall be subject to garnishment or execution of any kind or nature except as provided by state law. It shall not be necessary in any action, suit or proceeding in which the City is a party, for any bond or other security to be executed on behalf of the City. Any action will proceed as if such bond or security had been given.

The proposition on the ballot shall state as follows:

PROPOSITION E

“SHALL SECTIONS OF THE CITY CHARTER PERTAINING TO CERTAIN ADMINISTRATIVE PROVISIONS BE AMENDED TO ALLOW ADDITIONAL MEDIA FOR NOTICES AND TO CLARIFY NOTICES AND LIABILITY LIMITS FOR CLAIMS AGAINST THE CITY?”

FOR _____
AGAINST _____

PROPOSITION F

“SHALL SECTIONS OF THE CITY CHARTER PERTAINING TO PETITIONS AND CHARTER AMENDMENTS BE AMENDED TO ALLOW ADDITIONAL TIME FOR CERTIFICATION, CLARIFY APPLICABLE STATE LAW, PERMIT NON-SUBSTANTIVE ORGANIZATIONAL AND CORRECTIVE REVISIONS TO THE CHARTER BY ORDINANCE, AND PROVIDE PROCEDURES FOR CHARTER AMENDMENTS BY PETITION?”

This proposition would amend the specifically listed sections and subsections below as indicated with underlined words being amended additions and words struck through being amended deletions. The remainder of the sections and subsections with no listed amendments remain unchanged and in full force and effect unless expressly amended by another proposition passed during the same election:

§ 13.05. FILING, EXAMINATION AND CERTIFICATION OF PETITIONS.

After signatures are obtained, all papers comprising the petition for initiative, referendum, or recall shall be assembled and filed with the City Secretary as one instrument. Within ~~five (5)~~twenty (20) business days after the date the petition is received by the City, the City Secretary shall determine whether each paper of the petition has a proper statement of the circulator and whether the petition has been signed by a sufficient number of registered voters. If the City Secretary certifies that the petition is insufficient, the certificate shall specify the particulars in which it is defective. The signatures contained in the petition will be verified in accordance with ~~Chapter 277 of the Election Code, as it may be amended~~State law. A petition may not be supplemented or amended after the date that it is received by the City, unless the petition complies with the requirements of ~~Chapter 277 of the Election Code~~State law. Any petition paper that does not contain the requisite number of signatures or which does not have attached thereto the statement signed by the circulator thereof shall be entirely invalid. The City Secretary shall certify the result of any petition that is found to be in compliance to the City Council at its next regular meeting. The finding of insufficiency of any petition shall not prejudice the filing of a new petition for the same purpose.

§ 14.10. AMENDMENT OF THIS CHARTER.

Amendments of this Charter may be submitted by the City Council to the qualified voters of the City for their approval at an election, no more often than once every two (2) year election cycle, held in accordance with Chapter 9, Texas Local Government Code. For amendments proposed pursuant to a petition signed by qualified voters, the petition and process shall follow the process required for initiatives.

In order to preserve coherency, the City Council shall have the power, by ordinance, to renumber and rearrange all articles, sections, and paragraphs of the Charter, or any amendments thereto, create and adjust a table of contents, or to correct minor grammar or spelling errors, and upon the passage of any such ordinance, a copy thereof, shall be forwarded to the Secretary of State for filing.

The proposition on the ballot shall state as follows:

PROPOSITION F

“SHALL SECTIONS OF THE CITY CHARTER PERTAINING TO PETITIONS AND CHARTER AMENDMENTS BE AMENDED TO ALLOW ADDITIONAL TIME FOR CERTIFICATION, CLARIFY APPLICABLE STATE LAW, PERMIT NON-SUBSTANTIVE ORGANIZATIONAL AND CORRECTIVE REVISIONS TO THE CHARTER BY ORDINANCE, AND PROVIDE PROCEDURES FOR CHARTER AMENDMENTS BY PETITION?”

FOR _____
AGAINST _____

PROPOSITION G

AN AMENDMENT TO THE BEE CAVE CITY CHARTER REQUIRING VOTER APPROVAL FOR THE CITY TO TAKE ANY ACTION OR PASS ANY ORDINANCE ADDRESSING SUBDIVISION, SIGNIFICANT PHYSICAL CHANGE OR ALTERATION, SALE, PURCHASE, DONATION, EXCHANGE, OR CERTAIN LEASING OF CITY REAL PROPERTY; REQUIRING ALL DELIBERATION OF SUCH ACTION BY THE CITY COUNCIL OR CITY BOARDS AND COMMISSIONS BE DONE IN PUBLIC, DISCLOSING ALL CONDITIONS AND SPECIFICS OF SUCH PROPOSAL; NOT REQUIRING VOTER APPROVAL OF THE CITY PURCHASE OF REAL PROPERTY BUT REQUIRING ALL CONDITIONS AND SPECIFICS OF SUCH PURCHASE BE DISCLOSED IN AN OPEN MEETING?”

This proposition would amend the specifically listed sections and subsections below as indicated with underlined words being amended additions and words struck through being amended deletions. The remainder of the sections and subsections with no listed amendments remain unchanged and in full force and effect unless expressly amended by another proposition passed during the same election:

§ 10.1 Ordinances and Acts Affecting City Property

Section 10.1 and its numbered subsections shall apply to all City-owned or controlled real property, hereafter “City property”. This Section shall not apply to leases, license

agreements, or other agreements for concessions or permits for use that do not exceed one year of City-owned or -controlled property, nor shall this Section be deemed to apply to the rental of space within City-owned or -controlled buildings. The term “City” shall include all City bodies which are governed by the Texas Open Meetings Act, hereafter “TOMA”.

§ 10.1.01 Open Meeting Requirement

For ordinances and actions addressed by Section 10.05 and its numbered subsections, per Texas Government Code Section 551.004, the City of Bee Cave is required to conduct all discussions, including consultations with the City Attorney other than those required to defend the City against a lawsuit, in an open meeting and is prohibited from any discussion in a closed meeting. Under Section 10.1 and its numbered subsections, each member of a City body governed by TOMA is specifically prohibited from private meetings or discussions, whether they are verbal or written, regardless of the means of communication with any party who may be a direct beneficiary as a result of an action or ordinance covered by Section 10.1 and its numbered subsections.

§ 10.1.02 Referendum Requirements

The City shall take no action or pass any ordinance addressing subdivision, significant physical change or alteration, sale, purchase, donation, exchange, or leasing of City property, unless such action or ordinance is approved by the qualified voters of the City of Bee Cave. Each identifiable item of City property shall be on its own ballot measure. Ballot measures addressing or bundling multiple items of City property are prohibited. As a ministerial duty the City Council shall pass any action or ordinance approved by the voters at the first Council meeting after the election where the action or ordinance is approved.

§ 10.1.03 Disclosure Requirement

In a ballot measure for approval by voters under Section 10.1.02, a proposed action or ordinance shall completely and fully disclose all conditions and specifics of subdivision, physical change or alteration, sale, purchase, donation, exchange, or leasing of City property.

§ 10.1.04 Purchase of Real Property

Purchases of City real property shall not be subject to the provisions of Section 10.1.02 and Section 10.1.03. Each purchase of City real property shall be required to completely and fully disclose all conditions and specifics of a purchase in an ordinance or act during an open meeting.

§ 10.1.05 Transitional Provision

The provisions of this amendment shall apply to any action or ordinance initiated or approved after the date upon which the City Secretary or the City Manager or the Assistant City Manager has been notified of a petition which proposes this Charter Amendment.

§ 10.1.06 Severability

If any provision of this charter amendment is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. The invalidity or unenforceability of any particular provision shall not affect the validity or enforceability of the other provision contained therein.

The proposition on the ballot shall state as follows:

PROPOSITION G

“AN AMENDMENT TO THE BEE CAVE CITY CHARTER REQUIRING VOTER APPROVAL FOR THE CITY TO TAKE ANY ACTION OR PASS ANY ORDINANCE ADDRESSING SUBDIVISION, SIGNIFICANT PHYSICAL CHANGE OR ALTERATION, SALE, PURCHASE, DONATION, EXCHANGE, OR CERTAIN LEASING OF CITY REAL PROPERTY; REQUIRING ALL DELIBERATION OF SUCH ACTION BY THE CITY COUNCIL OR CITY BOARDS AND COMMISSIONS BE DONE IN PUBLIC, DISCLOSING ALL CONDITIONS AND SPECIFICS OF SUCH PROPOSAL; NOT REQUIRING VOTER APPROVAL OF THE CITY PURCHASE OF REAL PROPERTY BUT REQUIRING ALL CONDITIONS AND SPECIFICS OF SUCH PURCHASE BE DISCLOSED IN AN OPEN MEETING?”

FOR

AGAINST



***City Council Meeting
8/13/2024
Agenda Item Transmittal***

Agenda Item: 10.

Agenda Title: Discuss and consider action to approve annual Volunteer Appreciation Dinner.

Council Action:

Department: City Secretary

Staff Contact: Kara King, Mayor of the City of Bee Cave

1. INTRODUCTION/PURPOSE

2. DESCRIPTION/JUSTIFICATION

a) Background

Last November, the City of Bee Cave held its first Volunteer Appreciation Dinner, giving thanks to all who volunteer their time and/or resources to the community.

On September 26, 2023, Council approved to establish an annual Volunteer Appreciation Event and granted a budget of \$25,000 for the 2023 Volunteer Appreciation Dinner, of which, approximately \$22,000 was spent providing the following to 90 volunteers:

1. Dinner
2. Bee Cave merchandise

The event was held at Saltgrass Steakhouse in the Hill Country Galleria, and was well received by all in attendance, with many volunteers requesting it to be a yearly tradition.

b) Issues and Analysis

3. FINANCIAL/BUDGET

Amount Requested

Fund/Account No.

Cert. Obligation
Other source
Addtl tracking info

GO Funds
Grant title

4. TIMELINE CONSIDERATIONS

5. RECOMMENDATION



City Council Meeting
8/13/2024
Agenda Item Transmittal



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