



**NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
OF THE CITY OF SUNSET VALLEY, TEXAS
TUESDAY, MARCH 8, 2022
6:00 P.M.**

Notice is hereby given that the City Council of the City of Sunset Valley, Texas will hold a regular meeting on Tuesday, the 8th day of March at **6:00 P.M.** in the Council Chambers, Municipal Building, 3205 Jones Road, Sunset Valley, Texas.

The public is encouraged to leave public comments via Open Town Hall here: <https://www.opentownhall.com/11706>. The comments will be read by the Council Members. Additionally, the public may livestream the meeting using this link: www.sunsetvalley.org/livestream.

On this date, the following items will be discussed, to-wit:

1. Call to order of the City Council.
2. Citizen/Public Communication
3. Staff Reports
 - A. Administration
 - Budget Report
 - B. Public Works
 - CIP Monthly Update
 - C. Public Safety
 - Implementation of Safety Updates to City Facilities
4. Council consideration of agenda items for approval on consent

Items Which May Be Considered and Acted on Consent

5. Consider and act on approval of the minutes from the February 15, 2022 regular meeting and March 2, 2022 called meeting.
6. Consider and act on releasing a Request for Qualifications (RFQ) for Professional Services to provide revisions to the Land Development Code. (Council Member Litchfield/Administration)
7. Consider and act on the following items for the Stearns Lift Station Project. (Mayor Pro tem Carmona/Public Works)
 - A. Authorization of Amendment to Engineering Task Order

B. Approval of the Release for Bids for Construction

8. Consider and act on approval of the Release for Bids for the Water Quality Pond Project. (Mayor Pro tem Carmona/Public Works)
9. Consider and act on a recommendation from the Planning and Environmental Committee to have the Adventure Build at the Sunset Valley ArtFest and have it open for two weekends following the ArtFest during the hours of the SFC farmers' market. (Council Member Litchfield/Public Works).

Presentation Items for Discussion and Possible Action

10. Public Hearing to consider requests for two Special Use Permits at 6405 Brodie Lane. (Mayor Bruner/Administration) – **TIME CERTAIN 7:00 P.M.**
11. Consider and act on a request for a Special Use Permit to operate a restaurant within the NC (Neighborhood Commercial) District under Section 150.101 of the Land Development Code at 6405 Brodie Lane
12. Consider and act on a request for a Special Use Permit for alcoholic beverages to be sold in a restaurant for on-premise consumption under Section 150.103(A) of the Land Development Code at 6405 Brodie Lane
13. Consider and act on approval of the following variance requests at 6405 Brodie Lane. (Mayor Bruner/Administration)
 - A. Impervious Cover, Chapter 150.332(H), previously Chapter 4.301 Impervious Cover subsection (h)
 - B. Section 150.593 Parking Dimension Standards
 - C. City Engineer Response to Request from Applicant
14. Consider and act on approval of Budget Adjustment #6 for FY 2022, as recommended by the Budget & Finance Committee. (Council Member Rosengarten/Administration)
 - A. Computer Equipment Purchases from Repair & Replacement
 - B. Laserfische Document Management System
 - A. Approval of an Ordinance amending the FY 2022 Budget (Budget Amendment #6)
15. . Adjourn

Executive Session Notice

Council may announce that it will deliberate in a closed session any matter listed on this agenda for which an exception to open meetings requirements (Open Meetings Act, Chapter 551 of the Texas Government Code) permits such closed deliberation, as announced at the time of such closed session, including but not limited to: (i) consultation with the City's attorney pursuant to Tex. Gov't Code § 551.071 and Texas Disciplinary Rules of Professional Conduct Section 1.05; (ii) deliberation of personnel matters pursuant to Tex. Gov't Code § 551.074. The City Council may deliberate and take action in open session on any issue that may be discussed in executive session.

Remote Participation Notice

AT THIS MEETING AT THE STATED LOCATION, A QUORUM OF THE CITY COUNCIL WILL BE PHYSICALLY PRESENT AND THIS NOTICE SPECIFIES THE INTENT TO HAVE A QUORUM PRESENT THERE, AND THE MEMBER OF THE CITY COUNCIL PRESIDING OVER THE MEETING WILL BE PHYSICALLY PRESENT AT THAT LOCATION. ONE OR MORE MEMBERS OF THE CITY COUNCIL MAY PARTICIPATE IN THIS MEETING REMOTELY, AND IF SO, VIDEOCONFERENCE EQUIPMENT PROVIDING TWO-WAY AUDIO AND VIDEO DISPLAY AND COMMUNICATION WITH EACH MEMBER WHO IS PARTICIPATING BY VIDEOCONFERENCE CALL WILL BE MADE AVAILABLE.

I certify that the above notice of meeting was posted at City Hall, 3205 Jones Road, Sunset Valley, Texas, on the 5th day of March 2022 at 6:00 P.M.

Matt Lingafelter
City Secretary

Administration Report

03.8.22



Council Information Requests	<ol style="list-style-type: none">1. Monthly Budget Report Presented to Budget and Finance2. Development Process3. Website Update
Issues	<ul style="list-style-type: none">• COVID-19 Protocols• Staff safety plan
Resident Information Requests	<ul style="list-style-type: none">• Chasco reconciliation• Donation boxes in the commercial centers• City Administrator personnel file and employment contract
Upcoming Meetings & Topics of Interest	<p>CED 3.9.22</p> <ul style="list-style-type: none">• Beautification Planning with presentation by Canales and Co• 2022 Spring/Volunteer Event Planning <p>Arts Commission 3.14.22</p> <ul style="list-style-type: none">• ArtFest 2022 Preparation <p>Zoning Commission 3.30.22</p> <ul style="list-style-type: none">• Short Term Rentals <p>Board of Adjustment 3.23.22</p> <ul style="list-style-type: none">• 6405 Brodie – Side yard setback• 1052 Sunflower – Side and rear yard setback <p>Budget and Finance 3.31.22</p> <ul style="list-style-type: none">• Financial Policy and Budget review calendars• OpenGov dashboard
Upcoming Topics for Agenda or Discussion	<ul style="list-style-type: none">• Staffing levels• Budget Planning• Development Review

Development & Commercial Permitting Activity	
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BUDGET AND FINANCE COMMITTEE MEETING DATE: FEBRUARY 24, 2022



STAFF REPORT – BUDGET REPORT

STAFF PREPARER/CONTACT INFORMATION: Suzanna Fleegal, Accounting Manager,
sfleegal@sunsetvalley.org

SUBJECT: BUDGET REPORT

DESCRIPTION: Review, discuss, and possibly approve the 1st quarter Budget Report

BACKGROUND: This budget report shows the budget vs actuals for October through December 2021. Overall, we have spent \$2.1M out of our \$8.5M budget which means we still have 75% of our budget free so far. Capital projects (Fund 30, or the last portion of the report) has a total budget of \$1.9M (about 22% of the whole budget), of which we have spent \$31K in the first quarter of the year.

APPLICABLE CODE SECTIONS:

STAFF RECOMMENDATION: Approve

SUPPORTING MATERIALS PROVIDED: YES

- 1ST QTR BUDGET REPORT

City of Sunset Valley
 Summary Budget Comparison
 From 10/1/2021 Through 12/31/2021

Revised 2/24 to
 Correct Software
 Percentage Errors

01 - General
 Operating
 Fund
 01 -
 Administration

Account Code	Account Title	YTD Actual	YTD Budget \$ - YTD Budget Variance -		Percent Total Budget Remaining - Original	Notes
			Original	Original		
5000	Payroll	100,827.20	382,376.70	281,549.50	74%	
5001	Salary - Accounting Clerk	0.00	0.00	0.00	0%	
5002	Salary - Accountant	0.00	0.00	0.00	0%	
5006	Salary - Court Administrator/Administrative Asst.	0.00	0.00	0.00	0%	
5025	Salary - City Administrator	0.00	0.00	0.00	0%	
5046	Salary - Longivity	544.00	544.00	0.00	0%	
5084	Salary - Cell phone allowance	90.00	360.00	270.00	75%	
5086	Salary - Bilingual	75.00	300.00	225.00	75%	
5087	Salary - Education	487.50	1,500.00	1,012.50	68%	
5090	Salary - Overtime	0.00	2,775.00	2,775.00	100%	
5091	Salary - Licensing Incentives	75.00	0.00	(75.00)	0%	
5120	Life Insurance Benefits	66.70	187.00	120.30	64%	
5121	Medical Insurance Benefits	6,645.86	38,372.98	31,727.12	83%	
5122	Dental Insurance Benefits	330.70	1,683.00	1,352.30	80%	
5123	Vision Insurance	68.70	330.00	261.30	79%	
5124	Long Term Disability Insurance	377.02	1,248.00	870.98	70%	
5126	Short Term Disability Insurance	257.12	960.00	702.88	73%	
5130	Medicare Tax - Employers Contribution	2,814.10	5,445.00	2,630.90	48%	
5131	TWC - Employers Contribution	31.88	960.00	928.12	97%	
5135	Social Security Contribution	0.00	0.00	0.00	0%	
5140	TMRS City Contribution	7,253.56	43,820.00	36,566.44	83%	
5150	Workers Compensation Benefits	1,007.24	1,665.00	657.76	40%	
5200	Temporary Help	0.00	285.00	285.00	100%	
5306	Attorney	31,078.00	50,000.00	18,922.00	38%	
5309	Audit	0.00	47,500.00	47,500.00	100%	
5310	Economic Development - Business Survey	0.00	66,512.00	66,512.00	100%	
5312	Building Inspections/Structural Engineer	6,918.10	14,250.00	7,331.90	51%	
5326	Emergency Fund	0.00	0.00	0.00	0%	
5327	Engineer - Design Fees	0.00	376.00	376.00	100%	
5330	Engineer - Review & Inspection Fees	15,281.10	58,275.00	42,993.90	74%	
5343	IT Management Services	5,369.59	50,000.00	44,630.41	89%	

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5345	Landscape Architect Fees	0.00	0.00	0.00	0%
5362	Ordinance Codification Maintenance	2,903.00	3,000.00	97.00	3%
5366	Records Management	506.88	4,750.00	4,243.12	89%
5367	Payroll Services	1,382.73	4,275.00	2,892.27	68%
5381	Water Quality Consultants	0.00	0.00	0.00	0%
5450	Library Card Reimbursement	600.00	2,375.00	1,775.00	75%
5475	Volunteer Awards Banquet	52.98	2,375.00	2,322.02	98%
5500	Advertising / Public Notices	599.50	3,325.00	2,725.50	82%
5515	Bank / Management Fees	1,567.81	4,750.00	3,182.19	67%
5516	Credit Card Fees	237.94	950.00	712.06	75%
5545	Coffee / Food Service	308.69	3,325.00	3,016.31	91%
5551	Sunset Valley Arts Commission- Arts Fest	0.00	0.00	0.00	0%
5556	Retail Analysis and Demographic Assesment	0.00	0.00	0.00	0%
5560	Computer Equip/Software Acquisition	0.00	0.00	0.00	0%
5570	Consumables	0.00	0.00	0.00	0%
5600	Dues / Subcriptions / Fees	628.94	3,325.00	2,696.06	81%
5601	Organizational Memberships	93.92	1,425.00	1,331.08	93%
5615	Election Expense	421.66	950.00	528.34	56%
5655	Insurance - Fire/Theft/Vandalism/Bonds	100.00	43,700.00	43,600.00	100%
5656	Insurance - Liability	45,655.26	0.00	(45,655.26)	0%
5704	Employee Appreciation	159.65	950.00	790.35	83%
5705	Office Supplies/Delivery Fees	2,471.79	9,500.00	7,028.21	74%
5706	Postage	26.95	2,850.00	2,823.05	99%
5720	Personal Vehicle Use Mileage Expense	0.00	119.00	119.00	100%
5725	Printing	1,369.19	4,275.00	2,905.81	68%
5727	Audio System	0.00	0.00	0.00	0%
5735	Rental Expense - Equipment	882.70	4,750.00	3,867.30	81%
5770	Small Equipment Repair/Purchase	0.00	950.00	950.00	100%
5775	Small Tools	0.00	0.00	0.00	0%
5782	Software Maintenance Fees	19,498.50	80,000.00	60,501.50	76%
5815	Training - Mileage Reimbursement	0.00	237.00	237.00	100%
5820	Training & Education - City Staff	706.82	7,125.00	6,418.18	90%
5825	Training & Supplies - City Council	0.00	0.00	0.00	0%
5835	Utilities: elec/water/wastewater/telephon	17,576.91	100,000.00	82,423.09	82%
6556	Advertising - SFC	0.00	0.00	0.00	0%
7000	Operating Transfers Out	0.00	102,806.00	102,806.00	100%
7188	Sunset Valley Elementary Support 14/15	<u>0.00</u>	<u>6,000.00</u>	<u>6,000.00</u>	100%
	Total 01 - Administration	(277,350.19)	(1,167,811.68)	890,461.49	76%

City of Sunset Valley
 Summary Budget Comparison
 From 10/1/2021 Through 12/31/2021

Revised 2/24 to
 Correct Software
 Percentage Errors

01 - General
 Operating
 Fund
 02 - Public
 Safety

Account Code	Account Title	YTD Actual	YTD Budget \$ - YTD Budget Variance -		Percent Total Budget Remaining - Original
			Original	Original	
5000	Payroll	212,609.22	789,594.00	576,984.78	73%
5015	Salary - Chief of Police	0.00	0.00	0.00	0%
5045	Salary - Detective	0.00	0.00	0.00	0%
5046	Salary - Longivity	2,048.00	1,728.00	(320.00)	-19%
5048	Salary - Lieutenant	0.00	0.00	0.00	0%
5050	Salary - Patrol Officer	0.00	0.00	0.00	0%
5055	Salary - Police Records Admin Assit	0.00	0.00	0.00	0%
5072	Reserve Officer - Part Time	0.00	0.00	0.00	0%
5075	Salary - Sargeants	0.00	0.00	0.00	0%
5084	Salary - Cell phone allowance	510.00	1,800.00	1,290.00	72%
5086	Salary - Bilingual	250.00	1,200.00	950.00	79%
5087	Salary - Education	225.00	1,500.00	1,275.00	85%
5088	Salary - Shift Differential	1,800.00	1,200.00	(600.00)	-50%
5089	Tuition Reimbursement	0.00	1,500.00	1,500.00	100%
5090	Salary - Overtime	23,010.92	30,926.00	7,915.08	26%
5091	Salary - Licensing Incentives	2,100.00	1,200.00	(900.00)	-75%
5093	Salary - Holiday Pay	24,962.55	25,000.00	37.45	0%
5100	Exams/ Testing / Certifications	345.15	1,000.00	654.85	65%
5120	Life Insurance Benefits	163.02	515.00	351.98	68%
5121	Medical Insurance Benefits	15,202.46	99,851.10	84,648.64	85%
5122	Dental Insurance Benefits	793.68	4,629.00	3,835.32	83%
5123	Vision Insurance	123.84	907.00	783.16	86%
5124	Long Term Disability Insurance	921.61	3,432.00	2,510.39	73%
5126	Short Term Disability Insurance	628.51	2,640.00	2,011.49	76%
5130	Medicare Tax - Employers Contribution	6,639.24	11,382.00	4,742.76	42%
5131	TWC - Employers Contribution	433.38	2,640.00	2,206.62	84%
5135	Social Security Contribution	0.00	0.00	0.00	0%
5140	TMRS City Contribution	17,758.69	91,609.00	73,850.31	81%
5150	Workers Compensation Benefits	21,075.19	27,872.00	6,796.81	24%
5336	Fire and Emergency Services	0.00	551,640.00	551,640.00	100%
5343	IT Management Services	5,369.59	41,132.00	35,762.41	87%
5439	Community Partnership	0.00	0.00	0.00	0%
5505	Ammunition	2,896.69	3,800.00	903.31	24%
5516	Credit Card Fees	0.00	0.00	0.00	0%
5525	Bullet Proof Vests	929.79	0.00	(929.79)	0%
5570	Consumables	165.82	1,600.00	1,434.18	90%
5600	Dues / Subscriptions / Fees	60.00	4,850.00	4,790.00	99%

City of Sunset Valley
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5613	800 mghz Operation and Maintenance	386.70	0.00	(386.70)	0%
5625	Equipment Acquisition	8,560.00	9,000.00	440.00	5%
5645	Fuel	3,659.20	13,000.00	9,340.80	72%
5656	Insurance - Liability	9,519.72	5,255.00	(4,264.72)	-81%
5725	Printing	100.00	900.00	800.00	89%
5735	Rental Expense - Equipment	0.00	0.00	0.00	0%
5745	Repair & Maintenance - Equipment	0.00	3,000.00	3,000.00	100%
5755	Repair & Maintenance - Vehicles	3,660.08	11,200.00	7,539.92	67%
5775	Small Tools	627.52	3,000.00	2,372.48	79%
5782	Software Maintenance Fees	0.00	7,000.00	7,000.00	100%
5815	Training - Mileage Reimbursement	841.63	3,500.00	2,658.37	76%
5820	Training & Education - City Staff	1,022.00	8,200.00	7,178.00	88%
5830	Uniforms	3,470.40	9,500.00	6,029.60	63%
5835	Utilities: elec/water/wastewater/telephon	0.00	0.00	0.00	0%
5860	Vehicle Insurance	<u>7,268.72</u>	<u>7,810.00</u>	<u>541.28</u>	7%
	Total 02 - Public Safety	(380,138.32)	(1,786,512.10)	1,406,373.78	79%

City of Sunset Valley
 Summary Budget Comparison
 From 10/1/2021 Through 12/31/2021

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 Correct Software
 Percentage Errors

01 - General
 Operating
 Fund
 03 -
 Municipal
 Court

Account Code	Account Title	YTD Actual	YTD Budget \$ - YTD Budget Variance -		Percent Total Budget Remaining - Original
			Original	Original	
5000	Payroll	10,609.55	40,973.00	30,363.45	74%
5006	Salary - Court Administrator/Administrative Asst.	0.00	0.00	0.00	0%
5046	Salary - Longivity	0.00	0.00	0.00	0%
5084	Salary - Cell phone allowance	0.00	0.00	0.00	0%
5086	Salary - Bilingual	75.00	300.00	225.00	75%
5087	Salary - Education	37.50	0.00	(37.50)	0%
5090	Salary - Overtime	0.00	1,339.00	1,339.00	100%
5091	Salary - Licensing Incentives	0.00	0.00	0.00	0%
5120	Life Insurance Benefits	3.72	70.00	66.28	95%
5121	Medical Insurance Benefits	0.00	5,111.70	5,111.70	100%
5122	Dental Insurance Benefits	0.00	631.00	631.00	100%
5123	Vision Insurance	0.00	124.00	124.00	100%
5124	Long Term Disability Insurance	20.95	468.00	447.05	96%
5126	Short Term Disability Insurance	14.30	360.00	345.70	96%
5130	Medicare Tax - Employers Contribution	306.11	601.00	294.89	49%
5131	TWC - Employers Contribution	31.88	360.00	328.12	91%
5135	Social Security Contribution	(534.59)	806.00	1,340.59	166%
5140	TMRS City Contribution	0.00	3,316.00	3,316.00	100%
5150	Workers Compensation Benefits	146.34	121.00	(25.34)	-21%
5306	Attorney	2,210.00	6,000.00	3,790.00	63%
5343	IT Management Services	0.00	1,960.00	1,960.00	100%
5354	Municipal Court Services	0.00	500.00	500.00	100%
5357	Salary - Municipal Judge	0.00	0.00	0.00	0%
5516	Credit Card Fees	96.70	1,500.00	1,403.30	94%
5690	Municipal Court Supplies	0.00	150.00	150.00	100%
5725	Printing	0.00	500.00	500.00	100%
5782	Software Maintenance Fees	4,040.95	5,371.00	1,330.05	25%
5815	Training - Mileage Reimbursement	0.00	200.00	200.00	100%
5820	Training & Education - City Staff	0.00	350.00	350.00	100%
	Total 03 - Municipal Court	(17,058.41)	(71,111.70)	54,053.29	76%

City of Sunset Valley
 Summary Budget Comparison
 From 10/1/2021 Through 12/31/2021

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 Correct Software
 Percentage Errors

01 - General
 Operating
 Fund
 04 - Public
 Works

Account Code	Account Title	YTD Actual	YTD Budget \$ - YTD Budget Variance -		Percent Total Budget Remaining - Original
			Original	Original	
5000	Payroll	17,095.41	76,830.00	59,734.59	78%
5010	Salary - PW Operations Manager	0.00	0.00	0.00	0%
5030	Salary - Parks & Natural Resources Mgr.	0.00	0.00	0.00	0%
5046	Salary - Longivity	627.00	527.00	(100.00)	-19%
5060	Salary - Public Works Director	0.00	0.00	0.00	0%
5062	Salary - Maintenance Tech (DC)	0.00	0.00	0.00	0%
5063	Salary - Mainetnance Tech 1 (RS)	0.00	0.00	0.00	0%
5066	Salary - Ground Maintenance Supervisor	0.00	0.00	0.00	0%
5068	Salary - Maintenance Tech (CW)	0.00	0.00	0.00	0%
5077	Salary - Youth Program	0.00	38,880.00	38,880.00	100%
5080	Salary - Utilities Superintendent	0.00	0.00	0.00	0%
5084	Salary - Cell phone allowance	79.50	443.00	363.50	82%
5086	Salary - Bilingual	82.50	258.00	175.50	68%
5087	Salary - Education	90.00	270.00	180.00	67%
5089	Tuition Reimbursement	0.00	1,500.00	1,500.00	100%
5090	Salary - Overtime	163.53	2,046.00	1,882.47	92%
5091	Salary - Licensing Incentives	462.50	6,174.00	5,711.50	93%
5093	Salary - Holiday Pay	0.00	0.00	0.00	0%
5094	Salary-Water Sampling	1,970.09	7,893.00	5,922.91	75%
5100	Exams/ Testing / Certifications	0.00	1,500.00	1,500.00	100%
5120	Life Insurance Benefits	18.52	58.00	39.48	68%
5121	Medical Insurance Benefits	8,222.44	10,229.71	2,007.27	20%
5122	Dental Insurance Benefits	462.96	518.00	55.04	11%
5123	Vision Insurance	96.17	101.00	4.83	5%
5124	Long Term Disability Insurance	104.73	384.00	279.27	73%
5126	Short Term Disability Insurance	71.42	295.00	223.58	76%
5130	Medicare Tax - Employers Contribution	562.55	1,165.00	602.45	52%
5131	TWC - Employers Contribution	0.37	295.00	294.63	100%
5133	Urban Forestry	0.00	9,000.00	9,000.00	100%
5135	Social Security Contribution	0.00	0.00	0.00	0%
5140	TMRS City Contribution	7,259.00	9,380.00	2,121.00	23%

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 Percentage Errors

5150	Workers Compensation Benefits	19,582.93	3,507.00	(16,075.93)	-458%
5200	Temporary Help	0.00	0.00	0.00	0%
5312	Building Inspections/Structural Engineer	0.00	0.00	0.00	0%
5326	Emergency Fund	0.00	100,000.00	100,000.00	100%
5332	Planning Services	0.00	0.00	0.00	0%
5343	IT Management Services	5,369.57	19,586.00	14,216.43	73%
5350	Grounds Maintenance	42,090.51	161,702.00	119,611.49	74%
5400	Adopt A Tree Energy Conservation	0.00	7,500.00	7,500.00	100%
5410	Brush Chipping Program	0.00	0.00	0.00	0%
5436	Trails Master Plan	0.00	1,500.00	1,500.00	100%
5437	Community Gardens	0.00	1,000.00	1,000.00	100%
5444	Energy Conservation Rebates	0.00	15,000.00	15,000.00	100%
5447	Pollution reduction Program	558.50	1,000.00	441.50	44%
5472	Spring Cleaning Program	0.00	3,750.00	3,750.00	100%
5476	Teen Program Expenses	0.00	2,000.00	2,000.00	100%
5516	Credit Card Fees	0.00	0.00	0.00	0%
5523	Building Services	9,064.15	38,000.00	28,935.85	76%
5547	Ice Service	0.00	0.00	0.00	0%
5570	Consumables	127.73	900.00	772.27	86%
5575	Wildlife Management & Implementation	0.00	2,500.00	2,500.00	100%
5600	Dues / Subscriptions / Fees	76.94	1,000.00	923.06	92%
5645	Fuel	1,643.96	8,000.00	6,356.04	79%
5695	Eco Event/Native Tree Planting	0.00	1,500.00	1,500.00	100%
5705	Office Supplies/Delivery Fees	0.00	0.00	0.00	0%
5711	Open Space Management	0.00	500.00	500.00	100%
5725	Printing	0.00	0.00	0.00	0%
5735	Rental Expense - Equipment	(0.03)	750.00	750.03	100%
5740	Repair & Maintenance - Buildings	2,542.42	15,000.00	12,457.58	83%
5743	Repair & Maintenance - Landscaped Areas	1,211.36	4,500.00	3,288.64	73%
5744	Repair & Maintenance - Parks & Grounds	0.00	10,000.00	10,000.00	100%
5745	Repair & Maintenance - Equipment	745.21	6,000.00	5,254.79	88%
5748	Repair & Maintenance - Fencing	0.00	2,500.00	2,500.00	100%
5753	Repair & Maintenance - Trails & Footpaths	292.11	3,500.00	3,207.89	92%
5755	Repair & Maintenance - Vehicles	88.88	5,000.00	4,911.12	98%
5762	Reprographics Services	0.00	500.00	500.00	100%
5774	Lawn Mower Rebate	0.00	0.00	0.00	0%
5775	Small Tools	957.14	3,000.00	2,042.86	68%
5782	Software Maintenance Fees	0.00	0.00	0.00	0%

City of Sunset Valley
 Summary Budget Comparison
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 Percentage Errors

5815	Training - Mileage Reimbursement	(138.00)	3,000.00	3,138.00	105%
5820	Training & Education - City Staff	421.65	7,300.00	6,878.35	94%
5830	Uniforms	342.46	2,000.00	1,657.54	83%
5835	Utilities: elec/water/wastewater/telephon ~	0.00	0.00	0.00	0%
5860	Vehicle Insurance	<u>6,088.10</u>	<u>5,230.00</u>	(858.10)	-16%
	Total 04 - Public Works	(128,434.28)	(604,971.71)	476,537.43	79%

City of Sunset Valley
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 Percentage Errors

01 - General
 Operating
 Fund

09 - General
 Government

Account Code	Account Title	YTD Actual	YTD Budget \$ - YTD Budget Variance -		Percent Total Budget Remaining - Original
			Original	Original	
5089	Tuition Reimbursement	0.00	0.00	0.00	0%
5125	Insurance - Wellness credit	214.30	0.00	(214.30)	0%
5127	Health Savings Account	0.00	15,000.00	15,000.00	100%
5321	Contingency Fund	0.00	10,000.00	10,000.00	100%
5336	Fire and Emergency Services	0.00	0.00	0.00	0%
5367	Payroll Services	0.00	0.00	0.00	0%
5552	Sunset Valley Arts Commission- Community Programs	734.47	26,400.00	25,665.53	97%
5558	Community Events - Spring Fling	673.94	6,000.00	5,326.06	89%
5561	Community Events	0.00	0.00	0.00	0%
5678	Sales & Use Tax	276.02	0.00	(276.02)	0%
5726	Property Lease Expense	0.00	5,200.00	5,200.00	100%
5825	Training & Supplies - City Council	666.90	1,000.00	333.10	33%
7010	Business Grant Program	0.00	0.00	0.00	0%
7214	Homestead Park Planning/Upper Cougar Creek	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	0%
	Total 09 - General Government	(2,565.63)	(63,600.00)	61,034.37	96%

City of Sunset Valley
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 From 10/1/2021 Through 12/31/2021

Revised 2/24 to
 Correct Software
 Percentage Errors

02 - Utility
 Enterprise
 Fund
 05 - Water
 Department

Account Code	Account Title	YTD Actual	YTD Budget \$ - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
5000	Payroll	25,609.12	112,902.80	87,293.68	77%
5001	Salary - Accounting Clerk	0.00	0.00	0.00	0%
5010	Salary - PW Operations Manager	0.00	0.00	0.00	0%
5030	Salary - Parks & Natural Resources Mgr.	0.00	0.00	0.00	0%
5046	Salary - Longivity	125.42	84.00	(41.42)	-49%
5060	Salary - Public Works Director	0.00	0.00	0.00	0%
5062	Salary - Maintenance Tech (DC)	0.00	0.00	0.00	0%
5063	Salary - Mainetnance Tech 1 (RS)	0.00	0.00	0.00	0%
5066	Salary - Ground Maintenance Supervisor	0.00	0.00	0.00	0%
5067	Salary - PW - Contract Services Specialist	3,018.75	0.00	(3,018.75)	0%
5080	Salary - Utilities Superintendent	0.00	0.00	0.00	0%
5084	Salary - Cell phone allowance	124.50	720.00	595.50	83%
5086	Salary - Bilingual	112.50	270.00	157.50	58%
5087	Salary - Education	52.50	45.00	(7.50)	-17%
5090	Salary - Overtime	379.37	3,747.00	3,367.63	90%
5091	Salary - Licensing Incentives	500.00	6,762.00	6,262.00	93%
5093	Salary - Holiday Pay	0.00	0.00	0.00	0%
5094	Salary-Water Sampling	0.00	0.00	0.00	0%
5120	Life Insurance Benefits	22.23	103.00	80.77	78%
5121	Medical Insurance Benefits	0.00	19,718.37	19,718.37	100%
5122	Dental Insurance Benefits	0.00	926.00	926.00	100%
5123	Vision Insurance	0.00	181.00	181.00	100%
5124	Long Term Disability Insurance	125.68	686.00	560.32	82%
5126	Short Term Disability Insurance	85.71	528.00	442.29	84%
5130	Medicare Tax - Employers Contribution	823.04	1,634.00	810.96	50%
5131	TWC - Employers Contribution	0.38	528.00	527.62	100%
5135	Social Security Contribution	0.00	0.00	0.00	0%
5140	TMRS City Contribution	0.00	13,152.00	13,152.00	100%
5150	Workers Compensation Benefits	0.00	4,996.00	4,996.00	100%
5303	Aquifer District Fees	790.08	3,500.00	2,709.92	77%
5324	Emergency Response Services- non City	0.00	10,000.00	10,000.00	100%

City of Sunset Valley
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 Percentage Errors

5327	Engineer - Design Fees	0.00	0.00	0.00	0%
5343	IT Management Services	0.00	0.00	0.00	0%
5373	Utility Contractual Services	73,436.20	598,396.00	524,959.80	88%
5375	Utility Inspections	0.00	250.00	250.00	100%
5515	Bank / Management Fees	170.75	2,000.00	1,829.25	91%
5516	Credit Card Fees	162.08	1,500.00	1,337.92	89%
5600	Dues / Subscriptions / Fees	0.00	1,200.00	1,200.00	100%
5645	Fuel	0.00	500.00	500.00	100%
5705	Office Supplies/Delivery Fees	35.16	1,000.00	964.84	96%
5735	Rental Expense - Equipment	72.20	250.00	177.80	71%
5745	Repair & Maintenance - Equipment	0.00	1,200.00	1,200.00	100%
5755	Repair & Maintenance - Vehicles	363.49	1,000.00	636.51	64%
5758	Repairs & Maintenance - System	4,114.68	27,500.00	23,385.32	85%
5775	Small Tools	59.81	2,500.00	2,440.19	98%
5782	Software Maintenance Fees	6,519.49	8,706.00	2,186.51	25%
5815	Training - Mileage Reimbursement	0.00	1,600.00	1,600.00	100%
5820	Training & Education - City Staff	2,182.95	5,200.00	3,017.05	58%
5830	Uniforms	0.00	700.00	700.00	100%
5835	Utilities: elec/water/wastewater/telephon /----	0.00	4,200.00	4,200.00	100%
5877	Water Conservation Program	227.10	20,000.00	19,772.90	99%
7212	Backflows, Meters, & Vaults Improvements	0.00	0.00	0.00	0%
7213	Lift Station Improvements	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	0%
	Total 05 - Water Department	(119,113.19)	(858,185.17)	739,071.98	86%

City of Sunset Valley
 Summary Budget Comparison
 From 10/1/2021 Through 12/31/2021

Revised 2/24 to
 Correct Software
 Percentage Errors

02 - Utility
 Enterprise
 Fund
 06 -
 Wastewater
 Department

Account Code	Account Title	YTD Actual	YTD Budget \$ - YTD Budget Variance -		Percent Total Budget Remaining - Original
			Original	Original	
5000	Payroll	15,819.49	71,969.40	56,149.91	78%
5001	Salary - Accounting Clerk	0.00	0.00	0.00	0%
5030	Salary - Parks & Natural Resources Mgr.	0.00	0.00	0.00	0%
5046	Salary - Longivity	83.60	84.00	0.40	0%
5060	Salary - Public Works Director	0.00	0.00	0.00	0%
5062	Salary - Maintenance Tech (DC)	0.00	0.00	0.00	0%
5063	Salary - Mainetnace Tech 1 (RS)	0.00	0.00	0.00	0%
5066	Salary - Ground Maintenance Supervisor	0.00	0.00	0.00	0%
5080	Salary - Utilities Superintendent	0.00	0.00	0.00	0%
5084	Salary - Cell phone allowance	78.00	468.00	390.00	83%
5086	Salary - Bilingual	67.50	150.00	82.50	55%
5087	Salary - Education	26.25	45.00	18.75	42%
5090	Salary - Overtime	207.30	2,302.00	2,094.70	91%
5091	Salary - Licensing Incentives	283.75	4,116.00	3,832.25	93%
5093	Salary - Holiday Pay	0.00	0.00	0.00	0%
5094	Salary-Water Sampling	0.00	0.00	0.00	0%
5120	Life Insurance Benefits	14.82	66.00	51.18	78%
5121	Medical Insurance Benefits	0.00	12,547.48	12,547.48	100%
5122	Dental Insurance Benefits	0.00	589.00	589.00	100%
5123	Vision Insurance	0.00	115.00	115.00	100%
5124	Long Term Disability Insurance	83.79	437.00	353.21	81%
5126	Short Term Disability Insurance	57.15	336.00	278.85	83%
5130	Medicare Tax - Employers Contribution	519.00	1,051.00	532.00	51%
5131	TWC - Employers Contribution	0.24	336.00	335.76	100%
5135	Social Security Contribution	0.00	0.00	0.00	0%
5140	TMRS City Contribution	0.00	8,459.00	8,459.00	100%
5150	Workers Compensation Benefits	0.00	3,253.00	3,253.00	100%
5324	Emergency Response Services-non City	0.00	5,000.00	5,000.00	100%
5327	Engineer - Design Fees	0.00	0.00	0.00	0%
5371	Industrial Waste Services	0.00	0.00	0.00	0%
5373	Utility Contractual Services	66,930.98	529,545.00	462,614.02	87%
5375	Utility Inspections	0.00	500.00	500.00	100%

City of Sunset Valley
 Summary Budget Comparison
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Revised 2/24 to
 Correct Software
 Percentage Errors

5600	Dues / Subscriptions / Fees	0.00	575.00	575.00	100%
5645	Fuel	0.00	500.00	500.00	100%
5650	Hazardous Material Disposal	0.00	1,000.00	1,000.00	100%
5705	Office Supplies/Delivery Fees	0.00	800.00	800.00	100%
5735	Rental Expense - Equipment	377.10	500.00	122.90	25%
5745	Repair & Maintenance - Equipment	0.00	1,200.00	1,200.00	100%
5753	Repair & Maintenance - Trails & Footpaths	0.00	0.00	0.00	0%
5755	Repair & Maintenance - Vehicles	163.49	1,000.00	836.51	84%
5758	Repairs & Maintenance - System	404.14	5,000.00	4,595.86	92%
5775	Small Tools	41.88	2,000.00	1,958.12	98%
5798	Annual WW Line Inspections	0.00	15,000.00	15,000.00	100%
5815	Training - Mileage Reimbursement	0.00	1,000.00	1,000.00	100%
5820	Training & Education - City Staff	0.00	1,500.00	1,500.00	100%
5830	Uniforms	0.00	750.00	750.00	100%
5835	Utilities: elec/water/wastewater/telephon ^/^^	0.00	1,000.00	1,000.00	100%
7213	Lift Station Improvements	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	0%
	Total 06 - Wastewater Department	(85,158.48)	(673,193.88)	588,035.40	87%

City of Sunset Valley
 Summary Budget Comparison
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Revised 2/24 to
 Correct Software
 Percentage Errors

02 - Utility
 Enterprise
 Fund
 07 - Solid
 Waste
 Department

Account Code	Account Title	YTD Actual	YTD Budget \$ - YTD Budget Variance -		Percent Total Budget Remaining - Original
			Original	Original	
5000	Payroll	10,326.79	49,340.00	39,013.21	79%
5001	Salary - Accounting Clerk	0.00	0.00	0.00	0%
5030	Salary - Parks & Natural Resources Mgr.	0.00	0.00	0.00	0%
5046	Salary - Longivity	125.40	167.00	41.60	25%
5060	Salary - Public Works Director	0.00	0.00	0.00	0%
5062	Salary - Maintenance Tech (DC)	0.00	0.00	0.00	0%
5063	Salary - Mainetnace Tech 1 (RS)	0.00	0.00	0.00	0%
5066	Salary - Ground Maintenance Supervisor	0.00	0.00	0.00	0%
5084	Salary - Cell phone allowance	37.50	252.00	214.50	85%
5086	Salary - Bilingual	30.00	90.00	60.00	67%
5087	Salary - Education	41.25	45.00	3.75	8%
5090	Salary - Overtime	44.48	1,772.00	1,727.52	97%
5091	Salary - Licensing Incentives	111.25	2,058.00	1,946.75	95%
5093	Salary - Holiday Pay	0.00	0.00	0.00	0%
5094	Salary-Water Sampling	0.00	0.00	0.00	0%
5120	Life Insurance Benefits	7.40	42.00	34.60	82%
5121	Medical Insurance Benefits	0.00	8,192.60	8,192.60	100%
5122	Dental Insurance Benefits	0.00	379.00	379.00	100%
5123	Vision Insurance	0.00	74.00	74.00	100%
5124	Long Term Disability Insurance	41.89	281.00	239.11	85%
5126	Short Term Disability Insurance	28.56	216.00	187.44	87%
5130	Medicare Tax - Employers Contribution	348.93	749.00	400.07	53%
5131	TWC - Employers Contribution	0.13	216.00	215.87	100%
5135	Social Security Contribution	0.00	0.00	0.00	0%
5140	TMRS City Contribution	0.00	6,029.00	6,029.00	100%
5150	Workers Compensation Benefits	0.00	1,848.00	1,848.00	100%
5373	Utility Contractual Services	22,802.12	104,000.00	81,197.88	78%
5374	Utility Dumpster Rental	0.00	7,000.00	7,000.00	100%
5410	Brush Chipping Program	0.00	12,000.00	12,000.00	100%
5510	Animal Control	856.31	3,500.00	2,643.69	76%
5650	Hazardous Material Disposal	0.00	500.00	500.00	100%
5735	Rental Expense - Equipment	0.00	750.00	750.00	100%
5795	Tire Recycling	<u>0.00</u>	<u>750.00</u>	<u>750.00</u>	100%

City of Sunset Valley
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Revised 2/24 to
Correct Software
Percentage Errors

Total 07 - Solid Waste Department	(34,802.01)	(200,250.60)	165,448.59	83%
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City of Sunset Valley
 Summary Budget Comparison
 From 10/1/2021 Through 12/31/2021

Revised 2/24 to
 Correct Software
 Percentage Errors

02 - Utility
 Enterprise
 Fund
 50 - Water-
 Utility
 Infrastructur
 e Reserve

Account Code	Account Title	YTD Actual	YTD Budget \$ - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
5758	Repairs & Maintenance - System	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	0%
	Total 50 - Water-Utility Infrastructure Reserve	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	0%
	Total 02 - Utility Enterprise Fund	(239,073.68)	(1,731,629.65)	1,492,555.97	86%

City of Sunset Valley
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Revised 2/24 to
 Correct Software
 Percentage Errors

14 - Street
 Replacement/Repair
 Fund
 14 - Street
 Repair/Replacement
 Funds

Account Code	Account Title	YTD Actual	YTD Budget \$ - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
5000	Payroll	10,187.59	40,971.40	30,783.81	75%
5030	Salary - Parks & Natural Resources Mgr.	0.00	0.00	0.00	0%
5046	Salary - Longivity	125.40	59.00	(66.40)	-113%
5060	Salary - Public Works Director	0.00	0.00	0.00	0%
5062	Salary - Maintenance Tech (DC)	0.00	0.00	0.00	0%
5063	Salary - Mainetnance Tech 1 (RS)	0.00	0.00	0.00	0%
5066	Salary - Ground Maintenance Supervisor	0.00	0.00	0.00	0%
5080	Salary - Utilities Superintendent	0.00	0.00	0.00	0%
5084	Salary - Cell phone allowance	55.50	277.00	221.50	80%
5086	Salary - Bilingual	60.00	132.00	72.00	55%
5087	Salary - Education	11.25	45.00	33.75	75%
5090	Salary - Overtime	190.49	1,226.00	1,035.51	84%
5091	Salary - Licensing Incentives	231.25	3,234.00	3,002.75	93%
5093	Salary - Holiday Pay	0.00	0.00	0.00	0%
5094	Salary-Water Sampling	0.00	0.00	0.00	0%
5120	Life Insurance Benefits	7.41	36.00	28.59	79%
5121	Medical Insurance Benefits	0.00	6,686.31	6,686.31	100%
5122	Dental Insurance Benefits	0.00	324.00	324.00	100%
5123	Vision Insurance	0.00	63.00	63.00	100%
5124	Long Term Disability Insurance	41.89	240.00	198.11	83%
5126	Short Term Disability Insurance	28.56	185.00	156.44	85%
5130	Medicare Tax - Employers Contribution	311.55	582.00	270.45	46%
5131	TWC - Employers Contribution	0.18	185.00	184.82	100%
5135	Social Security Contribution	0.00	0.00	0.00	0%
5140	TMRS City Contribution	0.00	4,686.00	4,686.00	100%
5150	Workers Compensation Benefits	0.00	1,960.00	1,960.00	100%
5327	Engineer - Design Fees	0.00	0.00	0.00	0%
5750	Repair & Maintenance - Streets & Drainage	3,211.27	83,000.00	79,788.73	96%
5770	Small Equipment Repair/Purchase	0.00	0.00	0.00	0%

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 Correct Software
 Percentage Errors

7183	Lone Oak Trail Street	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	0%
	Total 14 - Street Repair/Replacement Funds	<u>(14,462.34)</u>	<u>(143,891.71)</u>	<u>129,429.37</u>	90%

City of Sunset Valley
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 Correct Software
 Percentage Errors

16 - Hotel
 Occupancy
 Tax Fund
 16 - Hotel
 Occupancy
 Tax

Account Code	Account Title	YTD Actual	YTD Budget \$ - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
5500	Advertising / Public Notices	4,900.00	147,833.00	142,933.00	97%
5551	Sunset Valley Arts Commission- Arts Fest	9,000.00	39,915.00	30,915.00	77%
5552	Sunset Valley Arts Commission- Community Programs	0.00	0.00	0.00	0%
5556	Retail Analysis and Demographic Assesment	0.00	30,000.00	30,000.00	100%
6551	Advertising - Art Fest	133.12	41,435.00	41,301.88	100%
6556	Advertising - SFC	<u>3,523.41</u>	<u>25,306.72</u>	<u>21,783.31</u>	86%
	Total 16 - Hotel Occupancy Tax	<u>(17,556.53)</u>	<u>(284,489.72)</u>	<u>266,933.19</u>	94%

City of Sunset Valley
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 Correct Software
 Percentage Errors

18 - Green
 Sales Tax
 Fund
 18 - Green
 Tax

Account Code	Account Title	YTD Actual	YTD Budget \$ - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
5000	Payroll	14,111.30	81,448.70	67,337.40	83%
5030	Salary - Parks & Natural Resources Mgr.	0.00	0.00	0.00	0%
5046	Salary - Longivity	459.80	543.00	83.20	15%
5060	Salary - Public Works Director	0.00	0.00	0.00	0%
5062	Salary - Maintenance Tech (DC)	0.00	0.00	0.00	0%
5063	Salary - Mainetnace Tech 1 (RS)	0.00	0.00	0.00	0%
5066	Salary - Ground Maintenance Supervisor	0.00	0.00	0.00	0%
5080	Salary - Utilities Superintendent	0.00	0.00	0.00	0%
5084	Salary - Cell phone allowance	67.50	450.00	382.50	85%
5086	Salary - Bilingual	67.50	210.00	142.50	68%
5087	Salary - Education	67.50	360.00	292.50	81%
5090	Salary - Overtime	145.11	1,774.00	1,628.89	92%
5091	Salary - Licensing Incentives	375.00	4,998.00	4,623.00	92%
5093	Salary - Holiday Pay	0.00	0.00	0.00	0%
5094	Salary-Water Sampling	0.00	0.00	0.00	0%
5120	Life Insurance Benefits	14.82	59.00	44.18	75%
5121	Medical Insurance Benefits	0.00	10,383.18	10,383.18	100%
5122	Dental Insurance Benefits	0.00	526.00	526.00	100%
5123	Vision Insurance	0.00	103.00	103.00	100%
5124	Long Term Disability Insurance	83.78	390.00	306.22	79%
5126	Short Term Disability Insurance	57.15	300.00	242.85	81%
5130	Medicare Tax - Employers Contribution	530.11	1,211.00	680.89	56%
5131	TWC - Employers Contribution	0.30	300.00	299.70	100%
5133	Urban Forestry	0.00	5,000.00	5,000.00	100%
5135	Social Security Contribution	0.00	0.00	0.00	0%
5140	TMRS City Contribution	0.00	9,747.00	9,747.00	100%
5150	Workers Compensation Benefits	0.00	3,649.00	3,649.00	100%
5327	Engineer - Design Fees	0.00	0.00	0.00	0%
5350	Grounds Maintenance	0.00	13,260.00	13,260.00	100%
5381	Water Quality Consultants	0.00	15,000.00	15,000.00	100%
5446	Environmental Monitoring Program	0.00	2,500.00	2,500.00	100%
5660	Land Acquisition	1,000,918.45	0.00	(1,000,918.45)	0%
5711	Open Space Management	0.00	40,000.00	40,000.00	100%

City of Sunset Valley
 Summary Budget Comparison
 From 10/1/2021 Through 12/31/2021

Revised 2/24 to
 Correct Software
 Percentage Errors

5745	Repair & Maintenance - Equipment	75.12	3,000.00	2,924.88	97%
5749	Repair and Maintenance - Natural Waterways	0.00	12,000.00	12,000.00	100%
5753	Repair & Maintenance - Trails & Footpaths	166.27	2,000.00	1,833.73	92%
5761	Repair & Maintenance - Water Quality Ponds	0.00	0.00	0.00	0%
5820	Training & Education - City Staff	0.00	2,000.00	2,000.00	100%
5823	Education Programs	0.00	3,000.00	3,000.00	100%
5880	Water Quality Ponds	0.00	15,000.00	15,000.00	100%
7181	Ernest Robles Way WQP Rehabilitation	0.00	0.00	0.00	0%
7214	Homestead Park Planning/Upper Cougar Creek	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	0%
	Total 18 - Green Tax	<u>(1,017,139.71)</u>	<u>(229,211.88)</u>	<u>(787,927.83)</u>	-344%

City of Sunset Valley
 Summary Budget Comparison
 From 10/1/2021 Through 12/31/2021

Revised 2/24 to
 Correct Software
 Percentage Errors

19 - Crime
 Control &
 Prevention
 District Tax
 19 - Crime
 Control &
 Prevention
 District Tax

Account Code	Account Title	YTD Actual	YTD Budget \$ - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
5000	Payroll	26,867.42	268,859.00	241,991.58	90%
5035	Salary - Reserves	0.00	0.00	0.00	0%
5045	Salary - Detective	0.00	0.00	0.00	0%
5046	Salary - Longivity	656.00	1,312.00	656.00	50%
5050	Salary - Patrol Officer	0.00	0.00	0.00	0%
5084	Salary - Cell phone allowance	90.00	360.00	270.00	75%
5086	Salary - Bilingual	0.00	0.00	0.00	0%
5088	Salary - Shift Differential	0.00	2,400.00	2,400.00	100%
5090	Salary - Overtime	0.00	10,672.00	10,672.00	100%
5091	Salary - Licensing Incentives	100.00	0.00	(100.00)	0%
5092	Salary - Holiday Traffic Control	0.00	5,000.00	5,000.00	100%
5093	Salary - Holiday Pay	3,057.12	0.00	(3,057.12)	0%
5120	Life Insurance Benefits	44.45	187.00	142.55	76%
5121	Medical Insurance Benefits	0.00	28,149.57	28,149.57	100%
5122	Dental Insurance Benefits	0.00	1,683.00	1,683.00	100%
5123	Vision Insurance	0.00	330.00	330.00	100%
5124	Long Term Disability Insurance	251.35	1,248.00	996.65	80%
5126	Short Term Disability Insurance	171.42	960.00	788.58	82%
5130	Medicare Tax - Employers Contribution	1,383.63	3,744.00	2,360.37	63%
5131	TWC - Employers Contribution	49.20	960.00	910.80	95%
5135	Social Security Contribution	(2,095.41)	1,860.00	3,955.41	213%
5140	TMRS City Contribution	0.00	30,131.00	30,131.00	100%
5150	Workers Compensation Benefits	0.00	9,081.00	9,081.00	100%
5349	Digital Mapping Services	0.00	0.00	0.00	0%
5439	Community Partnership	316.75	2,250.00	1,933.25	86%
5455	National Crime Nite Out	0.00	2,500.00	2,500.00	100%
5600	Dues / Subscriptions / Fees	0.00	500.00	500.00	100%
5613	800 mghz Operation and Maintenance	9,145.59	10,495.00	1,349.41	13%
5614	911 Call Share	0.00	67,653.00	67,653.00	100%
5625	Equipment Acquisition	0.00	27,500.00	27,500.00	100%
5782	Software Maintenance Fees	0.00	0.00	0.00	0%
	Total 19 - Crime Control & Prevention District Tax	(40,037.52)	(477,834.57)	437,797.05	92%

City of Sunset Valley
Summary Budget Comparison
From 10/1/2021 Through 12/31/2021

Revised 2/24 to
Correct Software
Percentage Errors

City of Sunset Valley
 Summary Budget Comparison
 From 10/1/2021 Through 12/31/2021

Revised 2/24 to
 Correct Software
 Percentage Errors

20 - City
 Facilities -
 2016 PD &
 PW New
 Facilities
 20 - City
 Facilities -
 2016 PD &
 PW New
 Facilities

Account Code	Account Title	YTD Actual	YTD Budget \$ - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
5327	Engineer - Design Fees	8,420.30	0.00	(8,420.30)	0%
7120	City Facilities-New PW/PD Building	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	0%
	Total 20 - City Facilities - 2016 PD & PW New Facilities	<u>(8,420.30)</u>	<u>0.00</u>	<u>(8,420.30)</u>	0%

City of Sunset Valley
 Summary Budget Comparison
 From 10/1/2021 Through 12/31/2021

Revised 2/24 to
 Correct Software
 Percentage Errors

25 -
 Drainage
 Utility
 25 -
 Drainage
 Utility

Account Code	Account Title	YTD Actual	YTD Budget \$ - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
	Total 25 - Drainage Utility	<u>(8,864.30)</u>	<u>(86,221.85)</u>	<u>77,357.55</u>	90%

City of Sunset Valley
 Summary Budget Comparison
 From 10/1/2021 Through 12/31/2021

Revised 2/24 to
 Correct Software
 Percentage Errors

30 - Capital
 Projects
 01 -
 Administration

Account Code	Account Title	YTD Actual	YTD Budget \$ - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
5727	Audio System	<u>0.00</u>	<u>25,000.00</u>	<u>25,000.00</u>	100%
	Total 01 - Administration	0.00	(25,000.00)	25,000.00	100%

City of Sunset Valley
 Summary Budget Comparison
 From 10/1/2021 Through 12/31/2021

Revised 2/24 to
 Correct Software
 Percentage Errors

30 - Capital
 Projects
 02 - Public
 Safety

Account Code	Account Title	YTD Actual	YTD Budget \$ - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
5764	Security System - Buildings	0.00	115,000.00	115,000.00	100%
	Total 02 - Public Safety	0.00	(115,000.00)	115,000.00	100%

City of Sunset Valley
 Summary Budget Comparison
 From 10/1/2021 Through 12/31/2021

Revised 2/24 to
 Correct Software
 Percentage Errors

30 - Capital
 Projects
 04 - Public
 Works

Account Code	Account Title	YTD Actual	YTD Budget \$ - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
5332	Planning Services	0.00	50,000.00	50,000.00	100%
5349	Digital Mapping Services	0.00	25,000.00	25,000.00	100%
7156	Land Development Revisions	<u>0.00</u>	<u>50,000.00</u>	<u>50,000.00</u>	100%
	Total 04 - Public Works	0.00	(125,000.00)	125,000.00	100%

City of Sunset Valley
 Summary Budget Comparison
 From 10/1/2021 Through 12/31/2021

Revised 2/24 to
 Correct Software
 Percentage Errors

30 - Capital
 Projects
 05 - Water
 Department

Account Code	Account Title	YTD Actual	YTD Budget \$ - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
5327	Engineer - Design Fees	0.00	318,000.00	318,000.00	100%
5758	Repairs & Maintenance - System	2,670.00	105,000.00	102,330.00	97%
7212	Backflows, Meters, & Vaults Improvements	<u>0.00</u>	<u>15,000.00</u>	<u>15,000.00</u>	100%
	Total 05 - Water Department	(2,670.00)	(438,000.00)	435,330.00	99%

City of Sunset Valley
 Summary Budget Comparison
 From 10/1/2021 Through 12/31/2021

Revised 2/24 to
 Correct Software
 Percentage Errors

*30 - Capital
 Projects
 06 -
 Wastewater
 Department*

Account Code	Account Title	YTD Actual	YTD Budget \$ - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
5327	Engineer - Design Fees	2,910.00	68,234.40	65,324.40	96%
5758	Repairs & Maintenance - System	0.00	150,000.00	150,000.00	100%
7213	Lift Station Improvements	<u>4,447.50</u>	<u>112,000.00</u>	<u>107,552.50</u>	96%
	Total 06 - Wastewater Department	(7,357.50)	(330,234.40)	322,876.90	98%

City of Sunset Valley
 Summary Budget Comparison
 From 10/1/2021 Through 12/31/2021

Revised 2/24 to
 Correct Software
 Percentage Errors

30 - Capital
 Projects
 14 - Street
 Repair/Repl
 acement
 Funds

Account Code	Account Title	YTD Actual	YTD Budget \$ - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
5750	Repair & Maintenance - Streets & Drainage	<u>9,423.40</u>	<u>537,130.00</u>	<u>527,706.60</u>	98%
	Total 14 - Street Repair/Replacement Funds	(9,423.40)	(537,130.00)	527,706.60	98%

City of Sunset Valley
 Summary Budget Comparison
 From 10/1/2021 Through 12/31/2021

Revised 2/24 to
 Correct Software
 Percentage Errors

30 - Capital
 Projects
 18 - Green
 Tax

Account Code	Account Title	YTD Actual	YTD Budget \$ - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
	Total 18 - Green Tax	0.00	(40,000.00)	40,000.00	100%

City of Sunset Valley
 Summary Budget Comparison
 From 10/1/2021 Through 12/31/2021

Revised 2/24 to
 Correct Software
 Percentage Errors

*30 - Capital
 Projects
 20 - City
 Facilities -
 2016 PD &
 PW New
 Facilities*

Account Code	Account Title	YTD Actual	YTD Budget \$ - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
5327	Engineer - Design Fees	<u>5,813.00</u>	<u>0.00</u>	<u>(5,813.00)</u>	0%
	Total 20 - City Facilities - 2016 PD & PW New Facilities	(5,813.00)	0.00	(5,813.00)	0%

City of Sunset Valley
 Summary Budget Comparison
 From 10/1/2021 Through 12/31/2021

Revised 2/24 to
 Correct Software
 Percentage Errors

30 - Capital
 Projects
 25 -
 Drainage
 Utility

Account Code	Account Title	YTD Actual	YTD Budget \$ - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
	Total 25 - Drainage Utility	(880.00)	(65,000.00)	64,120.00	99%

City of Sunset Valley
 Summary Budget Comparison
 From 10/1/2021 Through 12/31/2021

Revised 2/24 to
 Correct Software
 Percentage Errors

30 - Capital
 Projects
 50 - Water-
 Utility
 Infrastructure
 e Reserve

Account Code	Account Title	YTD Actual	YTD Budget \$ - YTD Budget Variance -		Percent Total Budget Remaining - Original
			Original	Original	
5327	Engineer - Design Fees	0.00	0.00	0.00	0%
5758	Repairs & Maintenance - System	<u>5,000.00</u>	<u>252,000.00</u>	<u>247,000.00</u>	98%
	Total 50 - Water-Utility Infrastructure Reserve	<u>(5,000.00)</u>	<u>(252,000.00)</u>	<u>247,000.00</u>	98%
	Total 30 - Capital Projects	<u>(31,143.90)</u>	<u>(1,927,364.40)</u>	<u>1,896,220.50</u>	98%
Report Difference		<u>(2,182,245.11)</u>	<u>(8,574,650.97)</u>	<u>6,392,405.86</u>	75%

Public Works Report

March 8th, 2022

Carolyn Meredith, Public Works Director



Projects Ongoing
or Planned

Projects

- CIP-See attached
- Violet Crown Trail- Notice to Proceed has been issued by Austin

Water

- Austin Water Contract-In legal review.
- Emergency Preparedness Plan-in process.
- Valve Maintenance Schedule
- Water Use and Water Loss Report
- Backflow Weather Protection-See CIP.
- AMI Pilot Program is ready to begin

Wastewater

- Investigating Purchase of a generator for the lift station.
- Lift station cleaning scheduled.

Streets

- Alpha Paving awarded contract.
- Erosion Repair on Reese.
- Highway 290 trash removal.

Parks and Open Space

- RFQ for Parks and Open Space Master Plan-Council Action Item.
- Yellowtail Pond Trail-Drainage repaired, trail work will continue.
- Trail work at valley Creek Park

Urban Forestry

	<ul style="list-style-type: none"> • Urban Forestry- Citywide Planting Plan. <p><u>Drainage and Water Quality</u></p> <ul style="list-style-type: none"> • Water Quality Pond Maintenance RFB <p><u>Facilities</u></p> <ul style="list-style-type: none"> • Emergency Power at PW/CH • City Hall Repairs • Repairs to City Hall Irrigation System by by Chasco <p><u>Planning</u></p> <ul style="list-style-type: none"> • Comprehensive Plan Updates • Land Development Code Changes • Website Updates <p><u>Training and Education</u></p> <ul style="list-style-type: none"> • Testing for Class C water license for Rolando, Class D for Zachary and Sam, and Wastewater Collection for Carolyn and Duncan.
Completed Maintenance Items	<ul style="list-style-type: none"> • General City Maintenance • Irrigation checks and repairs • Lift Station Maintenance- new basket under construction. • Meter Reading • Monthly Line Flushing • Daily Samples • Mulch Delivery • Line Locates • Backflow Protection Installed on 2 of 3 backflow devices • Backhoe maintenance • Chipper and Kubota repaired • Graffiti removal at Westgate • Volunteer Workday at Valley Creek Park Trail. • Freeze Preparation • Vehicle and Equipment Maintenance • TCEQ Emergency Preparedness Plan • TWDB Water Use Survey

<p>Utility Project Assistance – Oversight</p>	<ul style="list-style-type: none"> • Working with vendors and other organizations on agreements for mutual aid and assistance.
<p>Resident Information Requests</p>	<ul style="list-style-type: none"> • Tree Inspections/Removal Permits • Development Requests
<p>Meetings</p>	<ul style="list-style-type: none"> • Planning and Environmental Committee • Public Works Committee • Violet Crown Trail Meet the Contractor
<p>Upcoming Topics for Agenda or Discussion</p>	<ul style="list-style-type: none"> • Water Quality Pond Maintenance RFB

Capital Improvement Projects

March 8th, 2022

Adopted FY 22 CIP Summary															
Project/Fund	Council Action Date	Budget Source	Budget from each Source	Total Budget	Task Order No./ Assigned To	Estimated Timeline	Estimated Start Date	% of Project Completed	Engineering Task Order Budget	Engineering Budget Spent to Date	Engineering Budget Remaining	Construction Budget	Construction Budget Spent to Date	Construction Budget Remaining	Issues/Notes
Lone Oak and Sunset Trail Water/Street Improvements															
Lone Oak Water Lines	10/5/2021	Utility Reserves-Water	\$ 190,000.00	\$ 1,032,129.00	Freeland Turk #10	14 months	Construction TBD	66% Design	\$ 128,000.00	\$ 63,360	\$ 64,640.00				See CIP Sheet
Sunset Trail Water Lines	10/5/2021	Utility Reserves-Water	\$ 380,000.00		Freeland Turk #10	14 months	Construction TBD	66% Design				See CIP Sheet			
Lone Oak Turnaround	10/5/2021	Street	\$ 80,000.00		Freeland Turk #10	14 months	Construction TBD	100% Design				See CIP Sheet			
Lone Oak Street Mill and Overlay	10/5/2021	Street	\$ 239,126.00		Freeland Turk #10	14 months	Construction TBD	66% Design				See CIP Sheet			
Sunset Trail Mill and Overlay	10/5/2021	Street	\$ 143,003.00		Freeland Turk #10	14 months	Construction TBD	66% Design				See CIP Sheet			
Wastewater Projects															
WW- Lift Station	2/2/2021	Utility Reserves-Wastewater	\$ 194,000.00	\$ 194,000.00	Freeland Turk #4	12 months	Bids March 2022	100% Design 100% TCEQ Permit Process	\$ 62,000.00	\$ 60,451.66	\$ 1,548.34				Task Order Amendment and request to release for bids on March 8th Agenda. See CIP Sheet.
WW - US 290 Sewer	2/15/2022	Utility Reserves-Wastewater	\$ 150,000.00	\$ 150,000.00	Freeland Turk #13	Pending	Pending	0%	\$ 45,000.00	\$ 5,000.00	\$ 40,000.00				See CIP Sheet
Venue Fund															
Lovegrass Water Quality Pond	10/5/2021	Green tax	\$65,000	\$ 65,000.00	Freeland Turk #11	6 months	Pending	75% of Assessment Completed	\$ 10,000.00	\$ 3,767.50	\$ 6,232.50				RFB for Water Quality Pond Maintenance on March 8th meeting.
General Fund															
Valley Creek Park	10/5/2021	General Fund	\$40,000	\$40,000	Freeland Turk #12	4 Month	Nov-21	Alignment 90% complete	\$ 5,000.00	\$ 3,585.90	\$ 1,414.10				American Youthworks is unavailable until April 2022. Volunteers helped to clear the main trail corridor. Staff will work with volunteers to complete sections of the trail and American Youthworks will finish the trail in April.
Parks and Open Space Master Plan	2/2/2022	General Fund	\$50,000	\$50,000	Asakura Robinson	6 months	Jan-22	0%							Contract Documents Sent to Asakura Robinson
Land Development Code	Pending	General Fund	\$50,000	\$50,000	Carolyn	18 months	Mar-22	0%							RFQ on March 8th agenda
GIS Mapping		General Fund	\$25,000	\$25,000	Carolyn	9 months	Jan-22	1%							Intern started on 2/2/22.

Project Status Report

Project Name: City of Sunset Valley – City Facilities (Police Station & Public Works)

Date: 2-28-22

Project Manager: Turk

Current Activities:

The contractor is reprogramming and testing the pond irrigation system, the last punch list item. City staff is involved in this effort, and Halff will inspect the irrigation system when complete. We expect task completion by the end of March.

FTEG instructed the BWSA to initiate the remaining construction contract closeout activities (see below).

BWSA is drafting the final Certificate of Payment as part of this effort. BWSA's final adjustment of accounts includes deductions for uncorrected work, reflecting the "as-is" condition of the pond. BWSA will finalize this amount when a settlement with Chasco has been reached. Chasco's \$50,000 offer for the City to accept the pond "as-is" is still on the table and includes covering the cost of TCEQ modification approval.

The City of Sunset Valley rejected the Contractor's recent contingency modification.

Future Tasks:

Our goal is the complete construction closeout activities by May 2022. Closeout of the A/E contract is scheduled for August 2022, including 90 days for TCEQ pond modification approval.

Construction Contract Closeout Steps

Punch List Completion

Final Inspection

Closeout Submittals

Draft Final Adjustment of Accounts

Negotiations / Settlement

Final Adjustment of Accounts

Final Payment

A/E Contract Closeout Steps

Final Inspections

Permitting (TCEQ - TBD)

Final Closeout Documents

Draft Final Certificate of Payment

Final Certificate of Payment

Settlement

Final Invoice

Final Payment

Notable Issues:

- Retainage & Withholdings
- Warranty for substantially complete work
- Pond Leakage /TCEQ Pond Revisions
- A/E E&O and defective work

Client Action Required:

Collaborate with Chasco on punch list items.

Process closeout documents and confirm receipt of previously provided documents.

Negotiate settlement of pond issues with Chasco and A/E.

Process final payments.



FY 21 CIP PROJECT STATUS REPORT

PROJECT SUMMARY – STEARNS LIFT STATION REHABILITATION

REPORT DATE 2.28.2022

PROJECT NAME: STEARNS LIFT
STATION

PREPARED BY: S.CARRILLO

STATUS SUMMARY: THE PROJECT HAS RECEIVED THE INITIAL NOTICE TO PROCEED ON 4.06.21. PROJECT IS DESIGNED, APPROVED BY TCEQ AND READY TO BID.

Project Overview:

- SURVEY PROJECT LIMITS
- DESIGN LIFT STATION IMPROVEMENTS AND PREPARE OPINION OF PROBABLE COSTS
- PARTICIPATE/COORDINATE WITH PWC AND CC TO SOLICIT FEEDBACK
- OBTAIN SCS MODIFICATION APPROVAL FROM TCEQ FOR LIFT STATION IMPROVEMENTS
- ASSIST CITY WITH BID/AWARD OF PROJECT
- CONSTRUCTION ADMINISTRATION

TASK	% DONE	DUE DATE	DRIVER	NOTES
Survey, Design of Lift Station Improvements	100	06-06-2021	Continued lift station maintenance	2 Months
Prepare SCS Modification and submit to TCEQ for approval	100	02-1-2022	Permit from TCEQ	8 months
Bid	0	05-1-2022	Procurement – Competitive Bid	3 Months
Construction	0	09-1-2022	Construction of Improvements	4 Months
Total Project Timeline				17 Months

BUDGET OVERVIEW

CATEGORY	SPENT	% OF TOTAL	ON TRACK?	NOTES
Preliminary Engineering Report	\$18,000	100	YES	Complete
Design	\$27,000	100	YES	Complete
SCS Modification	\$15,000	100	YES	Complete
Bid	\$5,000	0	YES	In-progress
Construction	\$12,000	0	YES	

RISK AND ISSUE HISTORY

ISSUE	ASSIGNED TO	DATE

CONCLUSIONS/RECOMMENDATIONS

Construction documents are complete.

TCEQ approved SCS modification.

Arranging water service from City of Austin. The proposed water services is proposed as part of a master meter arrangement that will also establish water service to the Townbridge development and a residential lot.

The cost estimate was increased to \$208, 289.13 to reflect supply chain issues and inflation. The project was considered and approved by the Public Works Committee during their February meeting.

Staff is seeking City Council approval to advertise and bid the project during the 3-8-22 council meeting.

Advertisement of bids is expected in mid to late March, 2022.

Bid date is expected to be mid to late April, 2022.

Recommendation of award, PWC/CC consideration and contractor NTP expected during May, 2022.



FY 22 CIP PROJECT STATUS REPORT

PROJECT SUMMARY – VALLEY CREEK TRAIL PROJECT -

REPORT DATE 2.28.2022

PROJECT NAME: VALLEY CREEK TRAIL

PREPARED BY: S.CARRILLO

STATUS SUMMARY: THE PROJECT HAS RECEIVED THE INITIAL NOTICE TO PROCEED ON 10.21.21.

Project Overview:

- Make field visits to determine the alignment of the trail as per the CIP sketch
- Provide stakes every 100' (or as needed) to mark the approximate centerline for construction.
- Prepare construction documents for clearing and trail construction.
- Assist the City in obtaining quotes from contractors.
- Assist the City in administering the construction.

TASK	% DONE	DUE DATE	DRIVER	NOTES
Alignment determination and staking and CD's	100	11/21/2021		1 Month
Solicitation of Quotes	0	12/21/2021	Interlocal agreement with American Youth Works	1 Months
Construction	0	2/21/2022	American Youth Works Availability and Weather	2 Months
Total Project Timeline				4 Months

BUDGET OVERVIEW

CATEGORY	SPENT	% OF TOTAL	ON TRACK?	NOTES
Alignment and Staking	\$3,600.00	100	Yes	
Quote Solicitation	\$0	0		
Construction	\$1,400	0		

RISK AND ISSUE HISTORY

ISSUE	ASSIGNED TO	DATE
None Identified at this time.		

CONCLUSIONS/RECOMMENDATIONS

The alignment staking is complete.

The construction documents are complete.

American Youth Works has indicated to CoSV staff that they lack the resources to take on the project.

CoSV staff is considering constructing the trail with in-house resources.



FY 22 CIP PROJECT STATUS REPORT

PROJECT SUMMARY – LOVEGRASS WATER QUALITY POND REPAIR -

REPORT DATE 2.28.2021

PROJECT NAME: LOVEGRASS WATER
QUALITY POND REPAIR

PREPARED BY: S.CARRILLO

STATUS SUMMARY: THE PROJECT HAS RECEIVED THE INITIAL NOTICE TO PROCEED ON 10.21.21.

Project Overview:

- Conduct field visits and assess the working condition of the pond.
- Prepare construction documents for repairs.
- Assist the City in obtaining quotes from contractors.
- Assist the City in administering the construction/repairs.

TASK	% DONE	DUE DATE	DRIVER	NOTES
Field Visits and condition assessment	100	12/21/2021		2 Month
Solicitation of Quotes	0	2/21/2022		2 Months
Construction	0	4/21/2022		2 Months
Total Project Timeline				6 Months

BUDGET OVERVIEW

CATEGORY	SPENT	% OF TOTAL	ON TRACK?	NOTES
Field visits and condition assessment	\$3,500.00	40%	Yes	
Quote Solicitations	\$500.00	5%	Yes	
Construction				

RISK AND ISSUE HISTORY

ISSUE	ASSIGNED TO	DATE

CONCLUSIONS/RECOMMENDATIONS

The initial fieldwork and assessment are complete. Divided Water Services made an initial site visit.

FTEG prepared a step-approach project memo to define project scope that includes:

- Repair/replace controls
- Remove/repair/replace pump
- Clean drain system and wet well and repair any leaks found
- Repair/replace irrigation heads
- Repair pond
 - Replace stack rock wall
 - Install HPDE liner
 - Monitor retaining wall weepholes and repair is leaking

Due to the multiple steps to have this pond repaired, FTEG discussed with staff an RFQ approach to have a landscape contractor on contract for this repair and overall maintenance of all city ponds. Staff is preparing the RFQ.



FY 22 CIP PROJECT STATUS REPORT

PROJECT SUMMARY – LONE OAK TRAIL AND SUNSET TRAIL IMPROVEMENTS -

REPORT DATE 3.3.2022

PROJECT NAME: LONE OAK TRAIL
AND SUNSET TRAIL IMPROVEMENTS

PREPARED BY: S.CARRILLO

STATUS SUMMARY: THE PROJECT HAS RECEIVED THE INITIAL NOTICE TO PROCEED ON 10.22.21.

Project Overview:

- DESIGN SURVEY OF PROJECT LIMITS & EASEMENT ACQUISITION PARCEL SURVEYS
- DESIGN LIMITED WATER LINE IMPROVEMENTS ON LONE OAK TRAIL AND REPLACE WATERLINE ON ENTIRETY OF SUNSET TRAIL.
- DESIGN HMAC OVERLAY IMPROVEMENTS FOR LONE OAK TRAIL AND SUNSET TRAIL
- DESIGN TURNAROUND AT END OF LONE OAK TRAIL AND PREPARE WDP FOR COSV
- PREPARE AND SUBMIT WPAP TO TCEQ FOR APPROVAL
- COORDINATE WITH PWC AND CC TO SOLICIT FEEDBACK
- BID/AWARD PROJECT
- CONSTRUCTION ADMINISTRATION

TASK	% DONE	TO	DRIVER	NOTES
Design survey, easement acquisition parcel surveys, design of water line improvements, and paving improvements on LOT and ST	66	03-01-2022	Improve fire flow and improve pavement condition	4 months
Design turnaround at LOT	100	03-01-2022	Provide turnaround at the end of LOT	4 months
PWC, CC, TCEQ and COSV Permitting. CoSV easement acquisition.	0	05-01-2022	Oversight	2 Months
TCEQ WPAP Permitting	0	05-01-2022	Aquifer protection	5 months
BID/AWARD	0	07-01-2022	Procurement – Competitive Bid	2 months

Construction administration	0	01-01-2023	Construction of improvements	6 months
Total Project Timeline				14 Months

BUDGET OVERVIEW

CATEGORY	SPENT	% OF TOTAL	ON TRACK?	NOTES
DESIGN PHASE	\$96,000	66	Yes	
EASEMENT PREPARATION	\$8,000	0	Yes	
BID/AWARD PHASE	\$6,000	0	Yes	
CONSTRUCTION PHASE	\$18,000	0	Yes	

RISK AND ISSUE HISTORY

ISSUE	ASSIGNED TO	DATE

CONCLUSIONS/RECOMMENDATIONS

Project design surveying is complete.

The geologic assessment for the Lone Oak Trail Turnaround is complete.

The design of the Lone Oak Trail turnaround is complete.

The EAPP/WPAP exception request was submitted to TCEQ.

The design of Sunset Trail and Lone Oak Trail water line and asphalt overlay improvements is ongoing. FTEG is verifying the location of Sunset Trail sewer main (on curved alignment) for compliance with TCEQ separation requirements. Air test / video verification may be necessary.

Easement definition and easement survey documents are in progress. They will be completed by the end of March.



FY 22 CIP PROJECT STATUS REPORT

PROJECT SUMMARY – US 290 SANITARY SEWER MAIN REPAIR PROJECT

REPORT DATE 2.28.2022

PROJECT NAME: US 290 SANITARY
SEWER MAIN REPAIR PROJECT

PREPARED BY: S. CARRILLO

STATUS SUMMARY: THE PROJECT HAS RECEIVED THE NOTICE TO PROCEED ON 2.23.22.

Project Overview:

- Preliminary Engineering and Cost Estimate
- Data Collection and design surveying
- Prepare plans, specifications, bid documents and cost estimate.
- Conduct geologic assessment, prepare and submit TCEQ - EAPP/SCS
- Prepare and submit TxDOT permit.
- PWC and CC consideration and approvals.
- Advertise, bid, award and NTP.
- Construction

TASK	% DONE	TO	DRIVER	NOTES
Preliminary Engineering and cost estimate.	100	02-23-2022	Concept development and budgeting	Pre-task order activity
Data collection and design surveying. Prepare plans, bid documents and cost estimate.	0	05-01-2022	Plans for bidding and construction	2 months
Conduct geologic assessment, prepare and submit TCEQ - EAPP/SCS. Prepare and submit TxDOT permit.	0	10-01-2022	Aquifer protection. Facilitate use of US 290 ROW for construction	5 Months
Advertise, bid and award.	0	12-01-2022	Procurement – Competitive Bid	2 months
Construction	0	05-01-2023	Construction of improvements	6 months
Total Project Timeline				15 Months

BUDGET OVERVIEW

CATEGORY	SPENT	% OF TOTAL	ON TRACK?	NOTES
PRELIMINARY DESIGN	\$5,000	11%	Yes	\$5,000
DESIGN PHASE	\$0	0	Yes	\$19,000
PERMITTING	\$0	0	Yes	\$15,000
BID/AWARD PHASE	\$0	0	Yes	\$2,000
CONSTRUCTION PHASE	\$0	0	Yes	\$4,000

RISK AND ISSUE HISTORY

ISSUE	ASSIGNED TO	DATE

CONCLUSIONS/RECOMMENDATIONS

FTEG received NTP on 2-23-22

FTEG internal KO meeting scheduled for 3-2-22

FTEG provided surveyor (Summit Geomatics) NTP – survey is due mid-March.

FTEG provided Zara Environmental, LLC with NTP – should be complete by end of March.

Public Safety Report

City Council Meeting 3.8.2022



Council Information Requests	N/A
Projects Ongoing or Planned (See project planning sheet)	<ul style="list-style-type: none">• Citywide Security Cameras: Completed! As of 3/4/2022 Officers have recovered 2 stolen vehicles, 1 stolen trailer, and attempted to apprehend 3 vehicles with stolen plates.• Texas Police Chiefs Best Practices Recognition Program• Emergency Exercise Tabletop 10/2022• Emergency Operations Purchases• RFP for Facility Security
Issues	<ul style="list-style-type: none">• Illegal camping• Speed violations on Jones and adjacent streets• Unrestrained animals

Resident Information Requests	N/A
Meetings	2.28.2022 Public Safety Meeting
Upcoming Topics for Agenda or Discussion	
Council Action Requests	

Eyes on Sunset Valley

The department is continuing on ongoing effort to help the city maintain a clean and orderly appearance. On a weekly basis officers are removing abandoned shopping carts and remnants of campsites from public spaces. In addition, our officers are conducting foot patrols of the trails several days each week in order to monitor conditions in the area. Please call the police department at 512.892.1384 and report abandoned property. Officers will impound any identifiable personal property found. The police department and public works will be doing a cleanup of the US Highway 290 easement in Sunset Valley into 2022.

Police Department Phone

The police department phone line has been updated and is now more user friendly. Callers now have the option of leaving a message or remaining on the line and being directed to a dispatcher. In addition, voice messages are sent to the receiver's email so

that they can be returned more efficiently. Residents are reminded to please call 911 for in-progress calls.



**MINUTES OF A REGULAR MEETING
OF THE CITY COUNCIL
OF THE CITY OF SUNSET VALLEY, TEXAS
TUESDAY, FEBRUARY 15, 2022
6:00 P.M.**

COUNCIL MEMBERS PRESENT

Marc Bruner, Mayor
Mayor Pro tem Alfonso Carmona
Council Member Rob Johnson
Council Member Justin Litchfield
Council Member Wanda Reetz
Council Member Rudi Rosengarten

STAFF PRESENT

Sylvia Carrillo, City Administrator (remote)
Carolyn Meredith, Public Works Director
Lenn Carter, Chief of Police
Matt Lingafelter, City Secretary
Suzanna Fleegal, Accounting Manager
Veronica Rivera, City Attorney
Melissa Marquez, Administrative Assistant
Duncan Moore, A/V Technician

1. Call to order of the City Council.

2. Citizen/Public Communication:

- Danny Horrigan
- Charles Young, for Agenda Item #12

3. Staff Reports

- Sylvia Carrillo delivered the Administrative Report
 - Council Members had questions on the Budget Transaction Report
- Carolyn Meredith delivered the Public Works Director
 - Carolyn Meredith thanked the staff that helped with the Winter Storm and also the Boil Water Notice
- Chief Carter delivered the Public Safety Report
 - Chief Carter provided an update on the camera surveillance system

4. Council consideration of agenda items for approval on consent

Council Member Rosengarten made a motion to approve Agenda Items #5, with corrections, 6, 7, 8, 9, and 10 on consent, seconded by Council Member Reetz. All voted in favor and the motion carried.

Mayor Bruner read into the record the Proclamation declaring the month of March 2022 Spring Cleaning Month in the City of Sunset Valley. Mayor Bruner made comments on Spring Cleaning Month.

Items Which May Be Considered and Acted on Consent

5. **Consider and act on approval of the minutes from the February 1-2, 2022 regular meeting. (Mayor Bruner/Administration) *Agenda Item approved on consent***
6. **Consider and act on authorizing Engineering Task Order #13 for replacement of the Highway 290 Wastewater Line in an amount not to exceed \$45,000 to be funded from the FY22 CIP Project List. (Mayor Pro tem Carmona/Public Works) *Agenda Item approved on consent***
7. **Consider and act on approval of a Proclamation declaring March 2022 as Spring Cleaning Month in Sunset Valley. (Mayor Bruner/Public Works) *Agenda Item approved on consent***
8. **Consider and act on approval of Guidelines for Display of Art in Public Places as recommended by the Sunset Valley Arts Commission. (Council Member Johnson/Administration) *Agenda Item approved on consent***
9. **Consider and act on acceptance of the 2021 Racial Profiling Report to be submitted to the Texas Commission on Law Enforcement. (Council Member Johnson/Public Safety) *Agenda Item approved on consent***
10. **Consider and act on changing the regular City Council meeting dates in March 2022 to the 8th and the 22nd. (Mayor Bruner/Administration) *Agenda Item approved on consent***
11. **Consider and act on approval of an Ordinance amending the Zoning Classification for 6405 Brodie Lane (SF to NC) and amending the City's Zoning Map as previously approved by City Council on February 1, 2022. (Mayor Bruner/Administration)**

Questions from Council Member Carmona, and a discussion with staff on the approval of the zoning amendment classification from the February 1st City Council Meeting.

Council Member Rosengarten made a motion to approve an Ordinance amending the Zoning Classification from 6405 Brodie Lane (SF to NC) and amending the City's Zoning Map as previously approved by City Council on February 1, 2022, seconded by Council Member Litchfield.

Council Member Johnson voted yes	Mayor Pro tem Carmona voted no
Council Member Litchfield voted yes	
Council Member Reetz voted yes	
Council Member Rosengarten voted yes	

With four votes in favor, the motion carried.

Presentation Items for Discussion and Possible Action

12. **Consider and act on approval of an Ordinance amending the FY 2021 Budget (Budget Amendment #2 – FY 21) and appropriation of a budget surplus. (Council Members Litchfield and Rosengarten)**
 - A. **Budget Adjustment**
 - B. **Transfer/Subsidy Adjustment**

C. Budget Sweep (informational only - no action)

Council Member Rosengarten discussed the amendment and verifying the banking and transfer information, along with Council Member Reetz.

Council Member Rosengarten spoke with a TML Attorney, who recommended that the budget needs to be completed for the financial audit to proceed.

Council Member Rosengarten made a motion to approve an Ordinance amending the FY 2021 Budget, Budget Amendment #2 – FY 21, and appropriation of a budget surplus. The motion was seconded by Council Member Reetz.

Council Member Litchfield addressed his comments from the previous meeting.

Comments from Council Member Reetz.

Council Member Reetz had a discussion with Charles Young, Chair of the Finance Committee.

Additional comments from Council Member Reetz, including her historical perspective on the Budget and Finance Committee.

Question from Council Member Litchfield on whether the Council must pass the budget amendment to close out the budget, so that the 2020-2021 Financial Audit may commence. Additional comments from Council Members.

Comments from Mayor; staff direction to investigate Engineering Task Orders and Engineering Expenses form FY21.

Mayor Pro tem Carmona requested that the Mayor work with the Council and City Administrator to discuss these financial policy issues, and suggested a work session.

Mayor requested a better way to track professional services expenses, including Engineering, IT and Legal.

Citizen Comments from Melissa Gonzales.

Council Member Reetz, the second, asked for a friendly amendment, agreed by the motion maker, to include a task force to examine contractual services and expenses. There was a question if the Auditor could review or policies or suggest other policies – this was not a formal amendment to the motion

Council Member Litchfield made comments regarding the flow of information.

Additional Comments from Charles Young, Chair of the Budget and Finance Committee.

Additional comments from Council Members.

Council Member Rosengarten read into the record Council Actions from 2020-2021 that eventually resulted in budget adjustments. 7.20.21 Engineering, bring back item, 300k plus. 08.03.21, Agenda Item #13. 8.17.21 CIP and budget approval.

Council Member Litchfield's amendment to the motion: acknowledge policies were violated, bring back a list of process changes that have happened, accountability for the processes and procedures.

Council Member Rosengarten called the question:

Mayor Pro tem Carmona voted no	Council Member Reetz voted yes
Council Member Johnson voted no	Council Member Rosengarten voted yes
Council Member Litchfield voted no.	

With three votes against, Council did not proceed with a vote, and discussion continued.

Comments from the City Administrator.

Mayor Pro tem Carmona again requested a work session, or open forum, with Council, Department Heads, City Administrator, and Chair of the Budget & Finance Committees.

Council Member Litchfield and Council Member Reetz agreed to a friendly amendment: acknowledgement that financial policies were violated, and the Council will have a postmortem work session with staff members to analyze the shortcomings, within the next month. Agreed by the 2nd, Council Member Rosengarten.

The motion on the floor: approve an Ordinance amending the FY 2021 Budget, Budget Amendment #2 – FY 21, and appropriation of a budget surplus, with an acknowledgement that financial policies were violated, and that the Council will have a postmortem work session with staff members to analyze the shortcomings, within the next month.

Council Member Litchfield voted yes
Council Member Reetz voted yes
Council Member Rosengarten voted yes

Mayor Pro tem Carmona voted no
Council Member Johnson voted no

With three votes in favor, the motion carried.

Council Member Reetz made a motion to extend the meeting past 9:00 P.M. seconded by Council Member Johnson. All voted in favor, and the motion carried.

Council took a short recess; they reconvened at 9:08 P.M.

13. Consider and act on appointments to the Parks and Open Space Plan Ad hoc Committee. (Mayor Bruner/Public Works)

Mayor Bruner introduced the item and Carolyn provided an update on the applicant list

Questions and discussion from Council Members

Council Member made a motion to approve appointments to the committee as listed with the addition of Isabelle Guthery, seconded by Council Member Litchfield. All voted in favor and the motion carried.

14. Consider and act on amendment to Financial Policy (FP) 105 Establish Accountability in Budget Monitoring item (d) and (e) by allowing the City Administrator to make budget adjustments between departments when total expenditures do not increase the total department appropriation and creating a standard reporting timeframe and format. (Council Members Reetz and Rosengarten)

Council Member Rosengarten made an opening statement. Comments from Chief Carter.

Comments from Council Members.

Council Member Litchfield made a motion to not approve the amendment to FP 105, seconded by Mayor Pro tem Carmona.

Comments from Carolyn Meredith, the Public Works Director.

Comments from Council Member Reetz on the motion on the floor, and comments on her sponsored item.

Additional comments from Council Members.

Citizen Comment from Melissa Gonzales.

Comments from the Mayor.

Council Member Litchfield agreed to a request from Rosengarten to amend his motion to refer this item to the Budget and Finance Committee for review. But the 2nd doesn't agree.

After guidance from the City Attorney, Council Member Johnson made a substitute motion to take this agenda item and refer it to the Budget and Finance Committee, seconded by Council Member Reetz. After a brief discussion, Council Member Johnson was uncomfortable with the substitute motion, and it was past 10:00 P.M. when the Council Meeting needed to end.

Due to the time constraint, the Mayor asked Council to vote for the motion on the floor, which was to not approve the amendment to FP 105.

Mayor Pro tem Carmona voted yes	Council Member Reetz voted no
Council Member Johnson voted yes	Council Member Rosengarten voted no
Council Member Litchfield voted yes	

With three votes in favor, the motion carried.

Executive Session Items – Possible Action in Open Session

15. **Convene into Executive Session pursuant to Texas Government Code Section 551.071 and Texas Disciplinary Rules of Professional Conduct Section 1.05 to consult with the City's Legal Counsel concerning legal issues and/or Section 551.074, Personnel Matters. Council did not convene into Executive Session**
 - **Consult with City's Legal Counsel and/or City Administrator regarding possible legal concerns related to Budget Adjustments and Financial Policies**

16. **Reconvene into Open Session**

City Council did not convene into Executive Session.

17. **Adjourn**

Council Member Johnson made a motion to adjourn, seconded by Council Member Litchfield. All voted in favor and the meeting adjourned at 10:05 P.M.



**MINUTES OF A CALLED MEETING
OF THE CITY COUNCIL
OF THE CITY OF SUNSET VALLEY, TEXAS
WEDNESDAY, MARCH 2, 2022
3:00 P.M.**

COUNCIL MEMBERS PRESENT

Mayor Marc Bruner
Mayor Pro tem Alfonso Carmona
Council Member Rob Johnson
Council Member Justin Litchfield
Council Member Wanda Reetz
Council Member Rudi Rosengarten

STAFF PRESENT

Sylvia Carrillo, City Administrator
Carolyn Meredith, Public Works Director
Lenn Carter, Chief of Police
Matt Lingafelter, City Secretary
Barbara Boulware-Wells, City Attorney
Suzanna Fleegal, Accounting Manager
Duncan Moore, A/V Technician

1. Call to order of the City Council.

Mayor Bruner called the meeting to order at 3:03 P.M.

2. Citizen/Public Communication

None

Executive Session Items – Possible Action in Open Session

3. Convene into Executive Session pursuant to Texas Government Code Section 551.071 and Texas Disciplinary Rules of Professional Conduct Section 1.05 to consult with the City's Legal Counsel concerning legal issues or Section 551.074 to discuss Personnel issues.

- A. **Discuss raised questions as to state, local laws or policies**
- B. **Discuss any topics as posted in the agenda**
- C. **Discuss Personnel and Committee roles and functions**

Council Member Reetz made a motion to convene into Executive Session, seconded by Council Member Rosengarten. All voted in favor and the motion carried.

City Council convened into Executive Session at 3:05 P.M.

4. Reconvene into Open Session

City Council reconvened at 4:37 P.M. and took no action.

5. **Budget Workshop**

Mayor Bruner made opening statements regarding the Budget Workshop.

Comments and an overview of the Budget Amendment #2 for FY21 and financial policy violations by Council Member Reetz.

Discussion and workshop with the Mayor, City Council and staff on financial policies and procedures. Council Member Litchfield took notes on a flip chart to capture ideas from the workshop.

The Mayor suggested scheduling a follow-up meeting to continue the budget workshop; Council agreed, and the date is to be determined.

Citizen Comment from Melissa Gonzales.

Executive Session Items – Possible Action in Open Session

6. **Convene into Executive Session pursuant to Texas Government Code Section 551.071 and Texas Disciplinary Rules of Professional Conduct Section 1.05 to consult with the City's Legal Counsel concerning legal issues or Section 551.074 to discuss Personnel issues.**

- A. **Discuss raised questions as to state, local laws or policies**
- B. **Discuss any topics as posted in the agenda**
- C. **Discuss Personnel and Committee roles and functions**

7. **Reconvene into Open Session**

Council did not convene into a second Executive Session.

8. **Adjourn**

Council Member Johnson made a motion to adjourn, seconded by Mayor Pro tem Carmona. All voted in favor and the meeting adjourned at 5:31 P.M.

CITY COUNCIL MEETING DATE: MARCH 8TH, 2022



CITY COUNCIL AGENDA ITEM #6

STAFF PREPARER/CONTACT INFORMATION: Carolyn Meredith, Public Works Director
cmeredith@sunsetvalley.org

COUNCIL SPONSOR: Councilmember Justin Litchfield, (jlitchfield@sunsetvalley.org)

SUBJECT: LAND DEVELOPMENT CODE RFQ

DESCRIPTION: Consider and act on releasing a Request for Qualifications (RFQ) for Professional Services to provide revisions to the Land Development Code.

BACKGROUND: The Land Development Code is in need of revisions. In order to facilitate the revisions to the code in a timely manner, professional services are needed to assist the city in this process. This RFQ is seeking Statements of Qualifications (SOQ) from qualified planning professionals to assist the City of Sunset Valley in updating their Land Development Code (LDC). The LDC will include topics related to general provisions, review authority and procedures, applications and permits, Zoning District and uses, site and building development standards, watershed protection, signs, compliance and enforcement. The City of Sunset Valley wishes to produce a Land Development Code that supports the goals and policies outlined in its Comprehensive Plan and all other long range planning documents. The LDC will be created to be easily understood by the public, administrators, and the development community. The revised LDC will create regulations that meet contemporary needs, incorporate best practices, and address contextual issues throughout the City including:

1. Remove or amend outdated and inconsistent standards.
2. Remove redundancies and conflicts
3. Create clear terminology and definitions
4. Provide graphics and illustrations to complement regulations.
5. Create regulations that provide for effective enforcement
6. Create a code that is in-line with federal and state statutes governing development.

The LDC revision project will include engaging the community for feedback throughout the process. A Joint Committee Working Group will serve as the advisory committee for drafting the revised LDC. Key stakeholders including other committees within the city will also be involved in the public engagement process. The goal of the revision is to produce a LDC that implements the vision of the community that is in accordance with state statutes.

The Planning and Environmental Committee has reviewed the RFQ and recommended the following:

The committee recommended to send the RFQ as modified to City Council for consideration. Karen motioned; Katherine seconded. Seven in favor, Melissa Gonzales voted nay.

The Committee is also reviewing draft language for changes to Chapter 31 of the Code of Ordinances that will allow individuals to serve on standing committees and the Joint Committee Working Group described in the RFQ. This change will be presented to Council at a future meeting.

Anticipated Timeline:

- 1.** May 2022 - City to Award Contract
- 2.** June 2022 - Project Begins
- 3.** June 2022 - Consultant Review of Existing Document
- 4.** July 2022 - Feedback from Committees, Boards and Commissions, Administrative Working Group, and City Council
- 5.** August 2022 - Preparation of table of contents, and outline of potential changes presented to Committees, Boards, Commissions, and City Council.
- 6.** September-November 2022 - Draft LDC Development
- 7.** December 2022- April 2023 - Public Engagement Process.
Committees will review the different sections of the draft code based on their areas of expertise. Feedback will also be gathered from the general public.
- 8.** May 2023 - Presentation to Joint Committee Working Group regarding public feedback.
- 9.** May-June 2023 - Final Draft Preparation
- 10.** June-July 2023 - Joint Committee Working Group Review and Recommendation.
- 11.** August-2023 Final Land Development Code Revisions presented to City Council

APPLICABLE CODE SECTIONS: N/A

FUNDING: Land Development Code Revisions

STAFF RECOMMENDATION: Release RFQ

SUPPORTING MATERIALS PROVIDED: LAND DEVELOPMENT CODE RFQ

APPLICABLE CODE SECTIONS : Land Development Code

FUNDING:

CURRENT YEAR FISCAL BUDGET							
FUND	DEPT.	ACCT.	BUDGET	FY 22 EXPENDITURES	FY 22 YTD	THIS ITEM	REMAINING
Land Development Code	30		\$50,000	\$0	\$0	TBD	
PRIOR YEAR FISCAL BUDGET(S)							
BUDGET YEAR	FUND	DEPT.	DESC.	ACCOUNT	AMOUNT	TOTAL	NOTES

STAFF RECOMMENDATION: Accept the recommendation of the Planning and Environmental Committee

SUPPORTING MATERIALS PROVIDED: NO



City of Sunset Valley

Request for Qualifications

Land Development Code Revisions

I. Introduction

- II. Project Overview: The City of Sunset Valley is seeking Statements of Qualifications (SOQ) from qualified planning professionals to assist the City of Sunset Valley in updating their Land Development Code (LDC). The LDC will include topics related to general provisions, review authority and procedures, applications and permits, Zoning District and uses, site and building development standards, watershed protection, signs, compliance and enforcement. The City of Sunset Valley wishes to produce a Land Development Code that supports the goals and policies outlined in its Comprehensive Plan and all other long range planning documents. The LDC will be created to be easily understood by the public, administrators, and the development community. The revised LDC will create regulations that meet contemporary needs, incorporate best practices, and address contextual issues throughout the City including:
- a. Remove or amend outdated and inconsistent standards
 - b. Remove redundancies and conflicts.
 - c. Create clear terminology and definitions
 - d. Provide graphics and illustrations to complement regulations
 - e. Create regulations that provide for effective enforcement
 - f. Create a code that is in-line with federal and state statutes governing development.

The LDC revision project will include engaging the community for feedback throughout the process. A Joint Committee Working Group will serve as the advisory committee for drafting the revised LDC. Key stakeholders including other committees within the City will also be involved in the public engagement process. The goal of the revision is to produce a LDC that implements the vision of the community that is in accordance with state statutes.

The City of Sunset Valley will select a single consultant to accomplish the services outlined in the RFQ.

III. RFQ Questions:

- a. RFQ Clarifications: All questions related to requirements, processes, or scope of work for this RFQ should be submitted in writing to the City Contact identified in section 2 below. The City is the final judge of the meaning of any word(s), sentences, paragraphs or other parts of the solicitation documents. Respondents are encouraged to seek clarification, before submitting a Response, of any portion of the Response documents that appears to Be ambiguous, unclear, inconsistent, or otherwise in error.

Clarifications will be in writing.

- b. Replies: Responses to inquiries which directly affect an interpretation or effect a change to this RFQ will be issued in writing by addendum and will be uploaded to the City of Sunset Valley website (<http://www.sunsetvalley.org>). All such addenda issued by City prior to the submittal deadline shall be considered part of the RFQ. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - c. Acknowledgement of Addenda: The Respondent must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Response.
- IV. Notification of Errors or Omissions: Respondents shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFQ. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- V. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C.
- VI. Certificate of Interested Parties (1295 Form): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code Chapter 2252, Subtitle F, Title 10, Section 2252.908, to file a disclosure of interested parties with the Texas Ethics Commission (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). A sample form and instruction sheet can be found in Appendix D.
- VII. House Bill 89 Verification Form: A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code Chapter 2270 Section 1, Subtitle F, Title 10, Section 2270.001 to submit a verification form to the City. This Chapter reads "Prohibition on Contracts with Companies Boycotting Israel". This form is found in Appendix E.
- VIII. Definitions
- a. Administrative Working Group: City staff from various departments involved in the development process who will work together to help facilitate revisions to the Land Development Code.
 - b. Joint Committee Working Group: A working group of the City of Sunset Valley composed of current members of the Planning and Environmental Committee, Zoning Commission, Board of Adjustments, and Public Works Committee. These members will also act as liaisons with the standing committees, commissions, and boards and provide regular reports. This working group will have a chair and vice chair and they may participate in the Administrative Working Group.

- c. Response: The signed and executed submittal of the entirety of Appendix A –Response.
- d. Respondent: The Respondent and the Respondent’s designated contact signing the first page of the Response.
- e. City of Sunset Valley (“City”): The City of Sunset Valley, Texas.
Sunset Valley -
RFQ - 031620220A Land Development Code Revisions City of Sunset Valley
3205 Jones Road Sunset Valley, Texas 78745 (512)891-9103
- f. Project: The name is identified on the cover sheet and first page of Appendix A –Scope of Services.
- g. City Contact: Carolyn Meredith (512)891-9103
Email: cmeredith@sunsetvalley.org
- h. Request for Responses (RFQ): The entirety of this document, including all Appendices and Addenda.
- i. Scope of Services: The entirety of Appendix A – Scope of Services.

IX. General Information

- a. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Response. City will furnish Excise Tax Exemption Certificate upon request.
- b. Public Inspection of Responses: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFQ information. Responses are not available for public inspection until after the contract award. If the Respondent has notified the City, in writing, that the Response contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City’s failure to take any such reasonable steps, even if the City is negligent in failing to do so.
- c. Legal Relations and Responsibilities: Respondent shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least Five (5) years following the termination date of the contract. The City shall have full and complete access to all records, documents and information collected and/or maintained by Respondent in the course of the administration and performance of the Contract. This information shall be made accessible at Respondent’s local place of business in the City’s jurisdiction, for purposes of inspection, reproduction and audit without restriction.

- d. Application: These standard terms and conditions shall apply to all City of Sunset Valley (hereafter "City" or "Owner") solicitations and procurements, unless specifically accepted in the solicitation specifications.
- e. Requirements: By submitting a Response, the Respondent agrees to provide the City of Sunset Valley with the services requested in the solicitation in accordance with these standard terms and conditions, at the agreed upon price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the Response opening.
- f. Legal Compliance: Respondent must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation. Respondent certifies that he/she holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- g. Right to Refuse Response: The City reserves the right to refuse any and/or all parts of any and or/all Responses and to waive formalities in the best interest of the City. The City of Sunset Valley does not discriminate based on race, color, national origin, sex, religion, and age or disability status in employment, procurement or provisions of service.
- h. Independent Contractor: Respondent agrees that Respondent and Respondent's employees and agents have no employer-employee relationship with the City. Respondent agrees that if Respondent is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- i. Assignments: The rights and duties awarded the successful Respondent shall not be assigned to another without the written consent of the City's Agent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- j. Liens: Respondent shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Respondent or Respondent's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- k. Gratuities/Bribes: Respondent certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Respondent, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFQ or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.

- l. Financial Participation: Respondent certifies that it has not received compensation from the City to participate in preparing the specifications or RFQ on which the Response is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- m. Responsiveness of Responses: The City desires to receive qualified Responses but will declare any Responses “nonresponsive” if they fail to meet the significant requirements outlined in this solicitation document.
- n. Withdrawal of Responses: Respondents may withdraw any submitted Responses prior to the Response submission deadline. Respondents may not withdraw once the Responses have been publicly opened, without the approval of the City’s Agent. Respondents will be allowed to withdraw Responses that contain substantial mathematical errors in extension. However, once a Response has been withdrawn, it can no longer be considered.
- o. Disqualification of Respondent: The City may disqualify Respondents, and their Responses not be considered, for any of the following reasons: Collusion among Respondents; Respondent’s default on an existing or previous contract with the City, including failure to deliver goods and/or services of the quality and price Response; Respondent’s lack of financial stability; any factor concerning the Respondent’s inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; Respondent involved in a current or pending lawsuit with the City; Respondent’s attempt to influence the outcome of the solicitation through unauthorized contact with City officials outside of those listed in the solicitation documents; and Respondent’s attempt to offer gifts, gratuities, or bribes to any City employee or elected official in connection with a solicitation.
- p. Waiver of Formalities: City reserves the right to reschedule, extend, or cancel this RFQ at any time. City reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this RFQ and may consider submissions not made in compliance with this request for Responses if it elects to do so, to the extent permitted by law, although the City will have no obligation for such consideration. The City reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Responses.
- q. Outstanding Liabilities: Respondents shall not have outstanding, unpaid liabilities owed to the City. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Responses will be considered non-responsive and not given further consideration if submitted by a Respondent with such outstanding liabilities.
- r. Offset: The City may, at its option, offset any amounts due and payable under contract award under this solicitation against any debt lawfully due the City from a vendor, whether or not the amount due arises pursuant to

the terms of the contract and whether or not the debt has been reduced to judgment by a court.

- s. Solicitation Results: The City normally posts solicitation results online after Responses are received and approved by the City Council. The City's website is www.sunsetvalley.org. Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.
- t. Control of The Work: Respondent shall furnish all materials and perform work in reasonably close conformity with the scope of work referenced in this Request for Qualifications. Respondent must obtain written approval from the City of Sunset Valley before deviating from the scope of work provided in this request for Responses. Failure to promptly notify the City of any errors or concerns with the scope of work will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered. Cost of Response: The cost of submitting Responses shall be borne by the Respondent, and the City will not be liable for any costs incurred by a Respondent responding to this solicitation.

X. RFQ Withdrawals and/or Amendment

- a. RFQ Withdrawal: The City reserves the right to withdraw this RFQ for any reason.
- b. RFQ Amendments: The City reserves the right to amend any aspect of this RFQ by formal written addendum prior to the Response submittal deadline and will endeavor to notify all potential Respondents that have registered with the City, but failure to notify shall impose no obligation or liability on the City. All modifications and addendums must be in written form prepared by the City department issuing the solicitation. Respondent is responsible for incorporating any and all modifications and addendums into their Responses

XI. Response Submittal Requirements

- a. Submittal Packet – Required Content: Respondent shall submit one (1) signed original Response and 3 copies. This submittal packets shall be submitted in a sealed envelope with a completed, signed and executed Appendix B – Response Verification Document.
- b. Submittal Deadline: The deadline for submittal of Responses is, April 15th at 2:00 p.m. It is the Respondent's responsibility to have the Response correctly marked and hard copies delivered to the City of Sunset Valley offices. No extensions will be granted, and no late Responses will be accepted.
- c. Responses Received Late: Respondents are encouraged to submit their Responses as soon as possible. The time and date of receipt as recorded at the City of Sunset Valley and shall be the official time of receipt. The City is not responsible for late delivery of mail or other carrier. Late Responses will not be considered under any circumstances.

- d. Alterations or Withdrawals of Response: Any submitted Response may be withdrawn or a revised Response substituted if a written notice is submitted to the City of Sunset Valley prior to the submittal deadline. Any interlineations, alteration, erasure, or other amendment made before the submittal deadline, must be signed or initialed by the Respondent or the Respondent's authorized agent, guaranteeing authenticity. Responses cannot be altered, amended or withdrawn by the Respondent after the submittal deadline.
- e. Response Format: All Responses must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, using one side of the paper only. Pages shall be numbered at the bottom. Entries shall be typed, or legibly written in ink. All Responses shall be mailed, or hand delivered to the City of Sunset Valley. Any other format (via telephone, fax, email, etc.) shall be rejected by the City.
- f. Validity Period: Once the submittal deadline has passed, any Response shall constitute an irrevocable Response to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Response on the terms set forth in the Response, such Response to be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

XII. Response Evaluation and Contract Award

- a. SELECTION PROCESS AND EVALUATION PROCESS: A selection committee will evaluate each statement of qualifications based on the following criteria. The CITY will not release the names of evaluation committee members and requires that the RESPONDENT direct any questions to the aforementioned CITY Point of Contact for questions. The City Council will make the final award based on the following general criteria.
 - i. Experience and Qualifications relevant to the key personnel and/or subcontractors. Preference will be given to respondents who are LEED, Green Building, and/or SITE certified.
 - ii. Project Understanding and Knowledge Area depth or relevant technical experience.
 - iii. Ability to Meet Schedule required to complete the project and deliverables.
 - iv. Demonstration of approach to scope of work and community engagement process.
 - v. Quality, Clarity and Completeness of Submittal Package
- b. **Scoring Points**
 - 0- Missing or does not meet expectations
 - 1- Partially meets expectations
 - 2- Meets Expectations
 - 3- Exceeds Expectations

Criteria	Weight (a)	Score (0-3) (b)	Weighted Score (a x b)
Experience and Qualifications relevant to the key personnel and/or subcontractors.	20		
Project Understanding and Knowledge Area depth or relevant technical experience.	40		
Ability to Meet Schedule required to complete the project and deliverables.	15		
Demonstration of approach to scope of work and community engagement process.	20		
Quality, Clarity and Completeness of Submittal Package	5		
Final Score			

XIII.ANTICIPATED PROJECT SCHEDULE: The CITY would like for all related work, inclusive of design to be completed by August 2023. The CITY reserves the right to amend all dates. The timeline below may be subject to change and is provided to assist in the development of tasks and the project timeline.

- a. May 2022 - City to Award Contract
- b. June 2022 - Project Begins
- c. June 2022 - Consultant Review of Existing Documents
- d. July 2022 - Feedback from Committees, Boards and Commissions, Administrative Working Group, and City Council
- e. August 2022 - Preparation of table of contents, and outline of potential changes presented to Committees, Boards, Commissions, and City Council.
- f. September-November 2022 - Draft LDC Development
- g. December 2022- April 2023 - Public Engagement Process. Committees will review the different sections of the draft code based on their areas of expertise. Feedback will also be gathered from the general public.

- h. May 2023 - Presentation to Joint Committee Working Group regarding public feedback.
- i. May-June 2023 - Final Draft Preparation
- j. June-July 2023 - Joint Committee Working Group Review and Recommendation.
- k. August-2023 Final Land Development Code Revisions presented to City Council

XIV. Completeness: If the Response is incomplete or otherwise fails to conform to the requirements of the RFQ, City alone will determine whether the variance is so significant as to render the Response non-responsive, or whether the variance may be cured by the Respondent or waived by the City, such that the Response may be considered for award.

XV. Ambiguity: Any ambiguity in the Response because of omission, error, lack of clarity or non-compliance by the Respondent with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFQ requirements and details provided in Appendix A – Scope of Services or Appendix B – Response, the Appendices shall prevail.

XVI. Controlling Document: In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.

XVII. Additional Information: City may request any other information necessary to determine Respondent's ability to meet the minimum standards required by this RFQ.

XVIII. Debarment: The selected Respondent must NOT be debarred from any federal and/or state agency and Sunset Valley will conduct a review of the Respondent's status on SAM.Gov. The City of Sunset Valley City Council makes the final selection and award. The City has the right to reject any and/or all Responses.

Appendix A – Scope of Services

- I. Project Title: Land Development Code Revisions
- II. Scope of Services Contact: Questions about the technical nature of the Scope of Services, etc. may be directed to Carolyn Meredith, Public Works Director through email at cmeredith@sunsetvalley.org.
- III. Project Overview

Sunset Valley is a welcoming community of diverse people working cohesively to uphold the environment. Sunset Valley is located in Texas, just southwest of the Austin metropolitan area, and has a population of approximately 660 individuals. The city is 1.4 square miles, including the commercial sector, residential areas, and public lands. The city contains an array of businesses and activities to entertain residents and tourists. The City is seeking qualified applicants to complete revisions of the City's Land Development Code (LDC) to reflect the City's goals, policies, and vision for the future. Sunset Valley has unique development challenges. It is completely surrounded by the City of Austin and is located over the recharge zone for the Barton Spring segment of the Edward's Aquifer. Protection of the environment is a key principle of the City of Sunset Valley and is of utmost importance to any revisions to the Code. The LDC should facilitate sustainable development while also addressing community interests. The revisions to the LDC will affect all areas located within the incorporated limits of the City of Sunset Valley. Certain provisions may apply to extraterritorial jurisdiction to the extent permitted by the State of Texas.

Project Team

An Administrative Working Group comprised of City Staff from various City Departments will help to facilitate the revision process. An Ad Hoc Committee made up of members of the Planning and Environmental Committee, Zoning Commission, Board of Adjustments, and Public Works Committee will serve as the Citizen Advisor Committee for this project. The City Council will be the governmental body that oversees the entire process. Each of these groups will work with the Consultant to provide feedback to code revisions.

Evaluation of Current LDC and Plans

The first 30-60 days of the project will be dedicated to an evaluation of the existing LDC and other applicable long-term plans by the consultant team. The consultant team will then meet with the Planning and Environmental Committee, Public Works Committee, Zoning Commission, Board of Adjustments, Administrative Working Group, and City Council for further feedback. The Consultant team is expected to demonstrate knowledge of the current regulations and actions needed to achieve future goals.

Plan of Action and Draft Plan

After evaluation of the existing LDC and other plans the consultant team will present a plan of action to address changes to the code. This will include solutions and approaches the City of Sunset Valley should take to revise the code. A preliminary table of contents and an outline of potential changes will be presented for initial review. The consultant team will also provide information on implications regarding code changes. This process is anticipated to take approximately 30 days.

After meeting with the committees, boards, commissions, City Council, and administrative working group the consultant will create a written draft of a revised LDC that incorporates the City's vision. The consultant will ensure all aspects of the code are in compliance with all county, state, and federal laws. The draft document should include graphics and links to supporting documents. This process is anticipated to take approximately 90 days.

Public Engagement

Public meetings and workshops with the City Council, administrative working group, Citizen Advisory Committee, other standing committees, representatives from the commercial districts and development community, and the general public are expected as part of this project. The consultant team will identify the methodology for public engagement that may include but is not limited to public meetings, media releases, websites, surveys, etc. The public engagement process should address the use of technology, but also understand that some populations prefer more traditional engagement methods. The revisions to the LDC will be a result of an interactive community process. This process is anticipated to take approximately 150 days. After the public engagement process is coming to a close, the Citizen Advisory Committee will meet with the consultant to receive information on the public feedback process. This process is anticipated to take approximately 30 days.

Final Document

The consultant team is expected carry the revisions from inception through adoption by the City Council. Once the draft is completed and all public feedback is provided, the final document will be presented to Citizen Advisory Committee for final review. The Citizen Advisory Committee will review the document. The Citizen Advisory Committee will then provide a recommendation to the City Council on the LDC. Council will provide final review and once satisfied will adopt the revised LDC. Once the City Council adopts the revised code, the consultant team shall provide the City with a document that is user friendly, searchable, and linked to a glossary of diagrams and terms to the extent practicable. The consultant will provide the City with 3 hard copies of the document, an electronic form acceptable to the city (docx), and a web-ready electronic format. All maps will be presented in ARCGIS shapefile format.

IV. Response Requirements:

- a. Each SOQ is limited to 10 double sided or 20 single sided pages (excluding cover sheets, cover letters, dividers, and signed appendix documents) and should address the following:
 - i. Cover Letter. The SOQ transmittal letter shall be on company letterhead signed by a person authorized to submit and sign a SOQ, address, telephone number, the name of the person authorized to submit/sign the SOQ, and his/her title, telephone number and e-mail address
 - ii. Qualifications.
 1. Specific Project Experience. Provide summaries of at least three (3) similar projects that your company has completed. These summaries should be relevant to the size and scope of this project.
 2. Each individual project summary should include information such as project description, stated objectives, timeline, budget, and results. Please include the name of the customer,

the main contact, and a contact phone number. These contacts may be used as references.

- iii. Team Qualifications. Provide qualifications, education, and relevant experience of the key team members, as a team and as individuals, including sub-contractors that will provide these services.
- iv. Technical Proposal.
 - 1. Project Approach. A description of the approach to be taken toward completion of the project, and explanation of any variances to the proposed scope of work, or deliverables, as outlined in the RFQ and, any insights into the project gained as a result of developing this SOQ.
 - 2. Scope of Work. Description of the scope of work that includes steps to be taken, including any products or deliverables.
 - 3. Estimated Labor Hours. A summary of estimated total hours by task that clearly defines the project team members on the task. List any hours to be performed by subcontractor.
 - 4. Project Schedule. A proposed schedule that indicates project milestones and overall time for completion.

V. Key Events Schedule:

- a. Response Release Date March 16th, 2022
- b. Mandatory Pre-Submittal Meeting-April 1st at 2:00 p.m.
- c. Deadline for Submittal of Written Questions is April 8th at 5 PM,
- d. Sealed Responses Due and opened on April 15th, AT 2:00 P.M.
- e. Anticipated Award Date May 16th, 2022.

Authorized Signature of Respondent

Date

APPENNDIX B-RESPONSE VERIFICATION

Response Verification Submittal Checklist

(To determine validity of Response - all Responses received without the following items will be considered non-responsive and will be rejected. Forms from previous solicitations for goods or services will not be used in place of the required forms for this RFQ 031 62022A.

- Appendix A must be completed, signed, and included in the Response submittal.
- Appendix B must be completed, signed, and included in the Response submittal.
- Appendix C – Conflict of Interest Form (CIQ Form) must be completed, signed, and included in the Response submittal.
- Form 1295 filed online
- Appendix E– HB 89 Verification Form must be completed, signed, and included in the Response submittal.
- Appendix F- Non-discrimination Form must be completed, signed and included in the Response Submittal.
- Appendix G-Acknowledgement of contact with key contracting persons must be completed, signed, and included in the Response submittal.
- Appendix H-Drug Free Workplace Certification must be completed, signed, and included in the Response submittal.
- Certificate of Insurance showing Proof of Contractor's Ability to Meet the Insurance Requirements.
- Signed Addendum(s) (If any are issued by Owner).
- Contact information for 3 references.

Authorized Signature of Respondent

Date

All Responses must be submitted to the City of Sunset Valley with this page included	
RFQ NO:	03162022A
Project Title	Land Development Code Revisions
Submittal Deadline	April 1st, at 2:00 p.m.
Submit Hardcopies to:	Carolyn Meredith City of Sunset Valley 3203 Jones Road Sunset Valley, Texas 78745
Respondent's Information	
Respondent's Legal Name:	
Address:	
City, State & Zip	
Federal Employers Identification Number #	
Respondent's Point of Contact:	
Phone Number:	
E-Mail Address:	
Respondent Authorization	
I, the undersigned, have the authority to execute this Response in its entirety as submitted and enter a contract on behalf of the Respondent.	
Printed Name of Representative Name:	
Position:	
Signature:	
Date:	

1. CONTRACT AWARD INFORMATION:

A. Term of Contract Any contract resulting from this RFQ shall be effective from the date that the Notice to Proceed is received by the contractor and shall remain in effect for 6 months

B. Federal, State and/or Local Identification Information (if available)

- i. Centralized Master Bidders List registration number: _____
- ii. Prime contractor HUB / MWBE registration number: _____
- iii. Employer Identification Number (EIN)/Federal Tax Identification Number: _____.

2. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE RESPONDENT MAKES SPECIFIC EXCEPTION IN THE SUBMITTED RESPONSE, ANY CONTRACT RESULTING FROM THIS RFQ WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH RESPONDENT HEREBY ACKNOWLEDGES, AND TO WHICH RESPONDENT AGREES BY SUBMITTING A RESPONSE:

A. Standard Terms and Conditions

- i. **Taxpayer Identification:** Respondents must provide the City with a current W-9 before any goods or services can be procured from the Respondent.

B. Governing Law and Venue: All Responses submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with the laws and court decisions of the State of Texas. Any legal or equitable actions arising from this request for Responses, or any resulting contract shall be brought before an appropriate court located in Travis County.

C. Resolution of Program Non-compliance and Disallowed Costs: In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement, or the breach thereof, including determination of responsibility for any costs disallowed because of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits or any other item of concern to the parties. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

D. Termination for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City for cause:

1. The successful Respondent fails to perform in accordance with the provisions of these specifications; or
2. The successful Respondent violates any of the provisions of these specifications; or
3. The successful Respondent disregards laws or regulations of any public body having jurisdiction; or
4. The successful Respondent transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
5. If one or more of the events identified in Subparagraphs I (1) through (4) occurs, the City may, terminate the contract by giving the successful Respondent seven (7) Calendar days written notice. In such case, the successful Respondent shall only be entitled to receive

payment for goods and services provided before the effective date of termination. The successful Respondent shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.

6. When the contract has been so terminated by the City, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
7. A "Termination for Cause" clause will be added to selected Respondent's contract with Sunset Valley.

E. Termination for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed; to the extent said services are satisfactory. A "Termination for Convenience" clause will be added to selected Respondent's contract with City of Sunset Valley.

F. Force Majeure: To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with City of Sunset Valley.

G. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

H. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387): Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- I. Affirmative Action/EOE:** Sunset Valley is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u) as amended. During the performance of an awarded contract, the contractor agrees as follows:
- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places. Available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - iii. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This Provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this

contract may be canceled , terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- viii. The contractor will include the portion of the sentence Immediately preceding paragraph (1) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however. That in the event a contractor becomes involved in. or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- ix. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government whlch does not participate in work on or under the contract.
- x. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- xi. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24 , 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order . In addition, the applicant agrees that if it fails or refuses to comply with these undertakings. the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan. insurance. guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received

from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- xii. **Subcontracts.** Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

- J. Payment Terms:** Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by City of Sunset Valley, payment terms for the City are Net 30 days upon receipt of invoice after receipt of goods or services. A 5% retainage will be held from each invoice until the completion of the project. Pay applications must be submitted to the Public Works Director for approval and processing for payment. Sunset Valley will pay based on percentage of completion at the time of pay application submission pending verification from the Public Works Director. Final approval will be based on inspection of the project for verification of compliance with all aspects of the scope of work listed within Appendix A of this RFQ. The work performed in accordance with this contract shall be paid for using lump sum and unit pricing. This price is full compensation for all tasks listed in the Response submitted by the vendor and must include all necessary fees, charges and bonds needed to complete this work. Sunset Valley will NOT pay any fees to the vendor other than the agreed upon Response price.
- K. Liquidated Damages:** Should the CONTRACTOR fail to complete the requirements set forth in the scope of work, Sunset Valley will suffer damage. The amount of damage suffered by Sunset Valley is difficult, if not impossible, to determine at this time. Therefore, the CONTRACTOR shall pay Sunset Valley as liquidated damages, the following:
 - i. The CONTRACTOR shall pay Sunset Valley liquidated damages of \$1000 per day for each day past the specified completion date agreed to by the City of Sunset Valley and the Contractor.
- L. Funding:** State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.
- M. Taxes:** The City is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a Respondent's invoice, they will not be paid.
- N. Insurance:** The Respondent, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:
 - i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of

Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;

- iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage. \
- iv. Contractor shall submit proof to City of Sunset Valley that said contractor has the ability to meet all insurance requirements listed above.

3. Indemnification: Respondent agrees to defend, indemnify and hold harmless the City of Sunset Valley, all of its officers, agents, employees, appointees and volunteers from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs, related expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Respondent's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the Respondent, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the Respondent and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

IN SUBMITTING A RESPONSE TO THIS RFQ, THE RESPONDENT AGREES THAT IT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE CITY, THE CITY'S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF THE CITY'S GOVERNING BODY IN CONNECTION WITH OR ARISING OUT OF THIS RFQ, INCLUDING, THE ADMINISTRATION OF THE RFQ, THE BASIS FOR SELECTION, THE EVALUATIONS OF THE RESPONSES, THE METHOD USED FOR SELECTION, AND ANY DISCLOSURE OF INFORMATION REGARDING THE RESPONSES OR EVALUATIONS. THE SUBMISSION OF A RESPONSE CONSTITUTES THE ACCEPTANCE BY THE RESPONDENT OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS RFQ. THE PERSON SIGNING ON BEHALF OF RESPONDENT CERTIFIES THAT THE SIGNER HAS AUTHORITY TO SUBMIT THE RESPONSE ON BEHALF OF THE RESPONDENT AND TO BIND THE RESPONDENT TO ANY RESULTING CONTRACT I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL REQUIREMENTS SETFORTH IN THIS REQUEST FOR RESPONSES:

Authorized Signatory for Contractor

Printed Name

Date

Company Name

APPENDIX D

Implementation of House Bill 1295

Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Changed or Amended Contracts: Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million. As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules (Chapter 46) to implement the law. The Commission does not have any additional authority to enforce or interpret section 2252.908 of the Government Code.

Filing Process: A business entity must use the Form 1295 filing application the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a "certification of filing." An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct. The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Acknowledgement by State Agency or Governmental Entity: The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission's filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form. Changes to Form 1295 Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace

the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an “unsworn declaration.”

What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education;
- An interagency contract of a state agency or an institution of higher education;
- A contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract;
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;* or
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.* The newly exempt contract types are marked with an asterisk.

Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case? In 2017, the legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018.

Will my date of birth and address appear on the TEC’s website when I file the form? No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also *Paxton v. City of Dallas*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015)

APPENDIX E

House Bill 89 VERIFICATION

I, _____, the undersigned representative of _____ (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with City of Sunset Valley.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Authorized Signatory for Contractor

Printed Name

Date

Company Name

ON THIS THE ____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

_____ NOTARY SIGNATURE

APPENDIX F
LAND DEVELOPMENT CODE REVISIONS
CERTIFICATION OF NON-DISCRIMINATION

The CONTRACTOR hereby certifies not to discriminate and to comply with the CITY's Non-Discrimination provision of this Request for Qualifications. The CITY's Policy on Non-Discrimination requires compliance with applicable Federal and Texas state laws, regulations and orders relating to equal employment opportunity and non-discrimination.

Contractor

Signature

Title

Date

APPENDIX G

LAND DEVELOPMENT CODE REVISIONS

ACKNOWLEDGMENT OF CONTACT WITH KEY CONTRACTING PERSONNEL

Respondent acknowledges doing business or has done business during the 365 day period immediately prior to the date on which this Response is due with the following key persons and warrants that these are the only such key persons:

If no one is listed above, Respondent on oath swears that the following statements are true:

1. Respondent is authorized by Respondent to make this affidavit for Respondent.
2. Respondent is fully aware of the facts stated in this affidavit.
3. Respondent has received the list of key contracting persons associated with this invitation for Responses, which is attached to this affidavit as Exhibit G-1.
4. Respondent has personally read Appendix G and G-1 to this RFQ.
5. Respondent has no knowledge of any key contracting person on Exhibit "A" with whom Respondent is doing business or has done business during the 365-day period immediately before the date of this affidavit whose name is not disclosed in the Invitation for Responses.

Authorized Signatory for Contractor

Printed Name

Date

Company Name

EXHIBIT G-1
LAND DEVELOPMENT CODE REVISIONS
LIST OF KEY CONTRACTING PERSONS

January 31st, 2022

Position Held	Name of Individual
Mayor	Marc Bruner
Councilmember	Justin Litchfield
Councilmember	Rudi Rosengarten
Councilmember	Alfonso Carmona
Councilmember	Wanda Reetz
Councilmember	Robert Johnson
City Administrator	Sylvia Carrillo
Public Works Director	Carolyn Meredith
Accountant	Suzanna Fleegal
Assistant to the City Administrator	Matt Lingafelter

APPENDIX H
LAND DEVELOPMENT CODE REVISIONS
DRUG-FREE WORKPLACE CERTIFICATION

It is the policy of the City of Sunset Valley to maintain a drug-free workplace. CONTRACTORS, SUBCONTRACTORS and their employees are expected to report to work with an appropriate mental and physical condition for work; and are not to report to or remain at work under the influence of intoxicants. For the purpose of this policy, intoxicants include abused inhalants such as glue or paint thinner, alcoholic beverages, and any drug which is not legally obtainable, or which is legally obtainable but has not been legally obtained or not used for their prescribed purposes.

In order to have a drug-free workplace, CONTRACTOR shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the CONTRACTOR'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this request for qualifications a copy of the statement specified in Subsection (1)
4. Notify the employees that, as a condition of working under this SOQ, the employee will respond by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to, of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction. CONTRACTOR will impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation.
5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this CONTRACTOR complies fully with the above requirements.

Authorized Signatory for Contractor

Printed Name

Date

Company Name

APPENDIX I
LAND DEVELOPMENT CODE REVISIONS
CITY INSURANCE REQUIREMENTS

Insurance Provided by the CONTRACTOR

For any Contract resulting from this request for qualifications, the CONTRACTOR shall, prior to Notice to Proceed, provide the CITY with a Certificate of Insurance in the below listed minimum amounts and shall maintain such coverage in effect for the full duration of the Contract, unless such Contract specified different coverage or amounts. Each insurance policy to be furnished by successful Respondent shall include, by endorsement to the policy, a statement that a notice shall be given to the CITY by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

- | | | | |
|----|------------------------------------|-------------|---------------------|
| 1. | Workers' Compensation | \$500,000 | |
| 2. | Employer's Liability | \$500,000 | |
| 3. | Bodily Injury Liability: | \$500,000 | per each occurrence |
| | Except automobile | \$1,000,000 | aggregate |
| 4. | Automobile Bodily Injury Liability | \$500,000 | per each person |
| | | \$1,000,000 | per each occurrence |
| 5. | Automobile Property Damage | \$500,000 | per each occurrence |
| 6. | Excess Umbrella Liability | \$500,000 | per each occurrence |

APPENDIX J

LAND DEVELOPMENT CODE REVISIONS

Provide a list of three (3) references of clients documenting their experience working with your company.

- Each reference should include the individual's name, title, description, tenure of service for the client and contact information (telephone number and email address).
- *Individuals identified as references will be assured of anonymity to the fullest degree possible under the Freedom of Information Law.*

COUNCIL MEETING DATE: MARCH 8TH, 2022



CITY COUNCIL AGENDA ITEM #7

STAFF PREPARER/CONTACT INFORMATION: Carolyn Meredith (Public Works Director)

Council Sponsor: Alfonso Carmona, acarmona@sunsetvalley.org

SUBJECT: STEARNS LANE LIFT STATION REHABILITATION PROJECT

DESCRIPTION: Discussion and possible approval of the Stearn's Lane Lift Station Rehabilitation Project Engineering Task Order Amendment #2 and release for bids.

BACKGROUND:

Task Order No. 4 Amendment No. 1

Freeland Turk Engineering Group (FTEG) completed a Preliminary Engineering Report (Task Order #4) for the Stearns Lift Station Rehabilitation Project in January 2021. In February of 2021, City Council recommended moving forward with the Stearns Lane Lift Station Rehabilitation Project. The original task order for preliminary engineering was amended to commence with final plan preparation for the Stearns Lane Lift Station. This original task order was to take the project through final construction.

Final designed commenced in April 2020. FTEG sought confirmation from the Texas Commission on Environmental Quality (TCEQ) that an Edward's Aquifer Protection Plan (EAPP)/ Sewer Collection System (SCS) Permit was not required due to the minor nature of the improvements. TCEQ responded that an EAPP/SCS update was required because of the change in size and type of proposed pumps.

EAPP / SCS Effort

FTEG immediately began searching for past SCS information from CoSV and TCEQ in hopes of reducing the effort and time needed to update this information. After months of TCEQ interaction and multiple record requests, they were not successful in retrieving any useful SCS information. Sunset Valley nor TCEQ had record of an original EAPP/SCS for the lift station. Consequently, FTEG prepared a new SCS application and submitted it to TCEQ in October of 2021. TCEQ approved the SCS and construction plans in early January 2022 without any comments.

Task Order Amendment No. 2

The time and effort to prepare the EAPP/SCS took substantially more than what was anticipated as it was no longer amending an existing permit but creating a new application. The EAPP/SCS was a required step to authorizing the project. The EAPP/SCS has since been completed and approved by TCEQ. FTEG's billings for the project total approximately \$60,000 just short of the \$62,000 maximum of the task order.

The project is now ready to commence bidding and construction phases. However, there is not enough funding remaining within the current task order to see the project through those phases. FTEG is prepared to provide bidding and construction phase services as the project progresses into these phases but a second amendment will be needed to complete this project. Amendment No. 2 adds a maximum of \$15,000 of additional fee to fund these services. The \$15,000 represents the total cost that was expended in the effort to complete the EAPP/SCS through TCEQ. Amendment No. 2 has been revised to reflect the need for construction and bidding services and is attached for review.

Bidding Phase

The project is now ready to commence to bidding phase. The final cost of the project will not be known until bids are received. However, it is anticipated that the cost of the project will be substantially higher than originally anticipated. Inflation, supply chain issues, and other market factors have increased construction costs across the board. FTEG has prepared a budget estimate based on the current economic environment. This estimate has been attached.

Recommendation

The rehabilitation of the lift station is an essential project for the city. The project will bring the lift station into compliance with state regulations and improve operations. Staff is requesting approval of the task order amendment and for the project to move forward to the bidding phase.

The Public Works Committee has reviewed the project and provided the following recommendation:

The committee recommended to Council approval of Amendment#2 to Engineering task order #4 in the amount of \$15,000 and to proceed to the bidding phase of the Stearns Lane Lift Station Project. Randy Rosengarten motioned; Ken Schroeder seconded. All in favor.

There is approximately \$175,000 in the current budget for the lift station. This task order will be deducted from the current budget. Once bids have been received Council will be provided with the information to award the bid to the lowest qualified bidder. The project will then commence to construction phase at that time. A budget amendment will be brought to Council when bids are presented for consideration for the construction of the project.

CURRENT YEAR FISCAL BUDGET							
FUND	BUDGET	ENCUMBERED	TOTAL	EXPENDITURE FY22	CURRENT AVAILABLE	THIS ITEM	REMAINING
CIP	\$112,000	\$68,234	\$180,234	\$4,623	\$175,611	\$15,000	\$160,611
PRIOR YEAR FISCAL BUDGET(S)							
BUDGET YEAR	FUND	DEPT.	DESC.	ACCOUNT	BUDGET	EXPENDITURE	REMAINING
21	Projects	06	Lift Station		82,000	\$13,766	\$68,234

FUNDING: Lift Station

STAFF RECOMMENDATION: Approve amendment and recommend releasing project for bids.

SUPPORTING MATERIALS PROVIDED: [LIFT STATION DOCUMENTS](#), TASK ORDER AMENDMENT 2



February 16, 2022

Ms. Sylvia Carrillo, CPM, ICMA-CM
City Administrator
City of Sunset Valley
3205 Jones Road
Sunset Valley, TX 78745

Re: Stearns Lane Lift Station – Task Order No. 4 Amendment No.2

Dear Ms. Carrillo:

Freeland Turk Engineering Group, LLC (FTEG) is pleased to present Amendment No. 2 to Task Order #4 to provide bid and construction phase services for the Stearns Lane Lift Station Project.

Scope of Work

1. Provide bidding phase services,
 - a. Assist the City of Sunset Valley with advertising for bids.
 - b. Respond to RFI's from prospective bidders and issue addenda when required.
 - c. Conduct the bid opening and prepare a bid tabulation.
 - d. Assess the completeness of the bids received and investigate the qualifications of the apparent low bidder.
 - e. Prepare recommendation of award and a notice of award.
2. Provide construction administration services.
 - a. Assist the City of Sunset preparing and executing construction contract documents.
 - b. Conduct the pre-construction meeting.
 - c. Provide administration of the construction contract.
 - d. Review submittals.
 - e. Respond to requests of information.
 - f. Visit the construction site and provide construction observations 2 times per month.
 - g. Prepare and issue minor change orders.
 - h. Review and approve pay applications.
 - i. Conduct substantial and final inspections.
 - j. Prepare as-built drawings

Compensation

The Engineer shall be compensated based on hourly rates plus reimbursable expenses for an additional \$15,000, not to exceed without authorization from the City of Sunset Valley. I am providing a summary of the engineering compensation for this task order below.

COUNCIL MEETING DATE: MARCH 8TH, 2022



CITY COUNCIL AGENDA ITEM #8

STAFF PREPARER/CONTACT INFORMATION: Carolyn Meredith (Public Works Director)

Council Sponsor: Alfonso Carmona, acarmona@sunsetvalley.org

SUBJECT: WATER QUALITY PONDS

DESCRIPTION: Discussion and possible release for bids for Water Quality Pond Maintenance services.

BACKGROUND:

Staff is proposing to request bids for a contractor to assist with Water Quality Pond Maintenance. There are two parts to this proposed contract: Lovegrass Water Quality Pond Capital Improvement Project and the Annual Operation and Maintenance of the Water Quality Ponds throughout the City.

Lovegrass Lane Water Quality Pond Capital Improvement Project

The Lovegrass Water Quality Pond is a council approved project for the FY22 budget year. The engineers have completed an assessment of the pond and their memo is attached. The recommendation for repairs is to incrementally repair portions of the pond to determine functionality. For example, the first step is to install new irrigation controllers. The next step would be to clean the wet well. Each step will bring the city closer to making this pond operational. This project is funded from the CIP (Fund 30) budget.

Operation and Maintenance

In addition to the repairs needed at the Lovegrass Water Quality Pond repairs are also needed at the pond located at Curley Mesquite Cove. The pump has failed and needs to be replaced and the wet well cleaned. All of the City Ponds requires annual inspections and preventative maintenance in order to perform to their design standards. The ponds with wet wells should be cleaned and the city does not have a vac-truck to perform this type of work. The cartridges to the stormwater control (Contech jellyfish) need to be raised and cleaned as well. These actions will help prolong the life of these ponds and stormwater controls. These activities would be funded from water quality budget in the venue tax (18-18).

Request for Bids

In order to approach this in an incremental and cost-effective manner, Staff proposes requesting bids for Water Quality Pond Maintenance Services. This Request for Bids (RFB) not only addresses the current repair needs, but also annual preventative maintenance on the Water Quality Ponds. Additionally, this contractor will also provide hourly rates for repairs on an as needed basis for any repairs needed to keep the ponds operational.

The Public Works Committee has reviewed and discussed the proposed scope and provided the following recommendation:

The committee recommended that the City seek proposals for the scope of work for repairs and ongoing maintenance of the City Water Quality Ponds for a five-year contract. Ken Schroeder motioned; Randy Machemehl seconded. All in favor.

Overall, this RFB will allow an incremental approach to repairing the Lovegrass Water Quality Pond while also providing for annual maintenance/inspections of all City ponds. This will also allow staff to have a contractor available to make repairs to the pond systems in a timely manner.

CURRENT YEAR FISCAL BUDGET							
FUND	BUDGET	ENCUMBERED	TOTAL	EXPENDITURE FY22	CURRENT AVAILABLE	THIS ITEM	REMAINING
CIP (30)	\$65,000		\$65,000	\$3,767.50	\$61,232.02	TBD	
Water Quality Ponds (18- 18)	\$15,000		\$15,000	\$0	\$15,000	TBD	

FUNDING: Lovegrass Water Quality Pond CIP and Water Quality Ponds (Venue Tax)

STAFF RECOMMENDATION: Release the RFB for bidding.

SUPPORTING MATERIALS PROVIDED: LOVEGRASS ENGINEERING MEMO, DRAFT RFB



City of Sunset Valley

Request for Bids

1. Introduction

- A. Project Overview:** Sunset Valley is requesting Bids with the intent of awarding a contract for the purchase of goods and services contained in Appendix A – Scope of Services.
- B. RFB Questions:**
- i. **RFB Clarifications:** All questions related to requirements, processes, or scope of work for this RFB should be submitted in writing to the City Contact identified in section 2 below. The City is the final judge of the meaning of any word(s), sentences, paragraphs or other parts of the solicitation documents. Bidders are encouraged to seek clarification, before submitting a Bid, of any portion of the Bid documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be in writing.
 - ii. **Replies:** Responses to inquiries which directly affect an interpretation or effect a change to this RFB will be issued in writing by addendum and will be uploaded to the City of Sunset Valley website (<http://www.sunsetvalley.org>). All such addenda issued by City prior to the submittal deadline shall be considered part of the RFB. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.
 - iii. **Acknowledgement of Addenda:** The Bidder must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Bid.
- C. Notification of Errors or Omissions:** Bidders shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFB. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ):** A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C.
- E. Certificate of Interested Parties (1295 Form):** A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code Chapter 2252, Subtitle F, Title 10, Section 2252.908, to file a disclosure of interested parties with the Texas Ethics Commission (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). A sample form and instruction sheet can be found in Appendix D.

- F. House Bill 89 Verification Form:** A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code Chapter 2270 Section 1, Subtitle F, Title 10, Section 2270.001 to submit a verification form to the City. This Chapter reads "Prohibition on Contracts with Companies Boycotting Israel". This form is found in Appendix E.

2. Definitions

Bid: The signed and executed submittal of the entirety of Appendix A – Bid.

Bidder: The Bidder and the Bidder's designated contact signing the first page of the Bid.

City of Sunset Valley ("City"): The City of Sunset Valley, Texas.

Sunset Valley - RFB - 03162022B-Water Quality Pond Maintenance

City of Sunset Valley
3205 Jones Road
Sunset Valley, Texas 78745
(512)891-9103

Project: The name is identified on the cover sheet and first page of Appendix A – Scope of Services.

City Contact: Carolyn Meredith-Public Works Director
(512)891-9103
Email: cmeredith@sunsetvalley.

Request for Bids (RFB): The entirety of this document, including all Appendices and Addenda.

Scope of Services: The entirety of Appendix A – Scope of Services.

3. General Information

- A. Tax Exempt Status:** City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Bid. City will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Bids:** The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFB information. Bids are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Bid contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.
- C. Legal Relations and Responsibilities:** Bidder shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at

least Five (5) years following the termination date of the contract. The City shall have full and complete access to all records, documents and information collected and/or maintained by Bidder in the course of the administration and performance of the Contract. This information shall be made accessible at Bidder's local place of business in the City's jurisdiction, for purposes of inspection, reproduction and audit without restriction.

- D. Application:** These standard terms and conditions shall apply to all City of Sunset Valley (hereafter "City" or "Owner") solicitations and procurements, unless specifically accepted in the solicitation specifications.
- E. Requirements:** By submitting a Bid, the bidder agrees to provide the City of Sunset Valley with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon Bid price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the Bid opening.
- F. Legal Compliance:** Bidder must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of goods and services and must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this solicitation. Bidder certifies that he/she holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.
- G. Right to Refuse Bid:** The City reserves the right to refuse any and/or all parts of any and or/all Bids and to waive formalities in the best interest of the City. The City of Sunset Valley does not discriminate based on race, color, national origin, sex, religion, and age or disability status in employment, procurement or provisions of service.
- H. Estimated Quantities:** This solicitation calls for unit pricing on specific items and the City of Sunset Valley has no estimated or guaranteed quantities of these items that will be purchased during the contract period. City of Sunset Valley has set a Not to Exceed value of \$55,000 annual services provided by the contractor throughout the contract performance period. The actual amount ordered over the contract period may be less than the Not to Exceed estimate. Quantities represent the City's best estimate, based on past history and anticipated purchases.
- I. Independent Contractor:** Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with the City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- J. Assignments:** The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the City's Agent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

- K. Liens:** Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- L. Gratuities/Bribes:** Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFB or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.
- M. Financial Participation:** Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or RFB on which the Bid is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- N. Responsiveness of Bids:** The City desires to receive competitive bids, but will declare any Bids "nonresponsive" if they fail to meet the significant requirements outlined in this solicitation document.
- O. Discrepancies and Errors:** The lump sum price of a bid that has been opened may not be changed for the purpose of correcting an error in the Bid price.
- P. Identical Bids:** In the event two or more identical Bids are received, and are lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 2.62.027(b).
- Q. Withdrawal of Bids:** Bidders may withdraw any submitted bids prior to the bid submission deadline. Bidders may not withdraw once the bids have been publicly opened, without the approval of the City's Agent. Bidders will be allowed to withdraw bids that contain substantial mathematical errors in extension. However, once a bid has been withdrawn, it can no longer be considered.
- R. Disqualification of Bidder:** The City may disqualify bidders, and their bids not be considered, for any of the following reasons: Collusion among bidders; bidder's default on an existing or previous contract with the City, including failure to deliver goods and/or services of the quality and price bid; bidder's lack of financial stability; any factor concerning the bidder's inability to provide the quantity, quality, and timeliness of services or goods specified in the solicitation; bidder involved in a current or pending lawsuit with the City; bidder's attempt to influence the outcome of the solicitation through unauthorized contact with City officials outside of those listed in the solicitation documents; and bidder's attempt to offer gifts, gratuities, or bribes to any City employee or elected official in connection with a solicitation.
- S. Waiver of Formalities:** City reserves the right to reschedule, extend, or cancel this RFB at any time. City reserves the right to reject any or all responses, and to waive formalities or irregularities in connection with this RFB and may consider submissions not made in compliance with this request for bids if it elects to do so, to the extent

permitted by law, although the City will have no obligation for such consideration. The City reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted Bids.

- T. Outstanding Liabilities:** Bidders shall not have outstanding, unpaid liabilities owed to the City. Liabilities may include, but are not limited to, property taxes, hotel occupancy taxes, and license or permit fees. Bids will be considered non-responsive and not given further consideration if submitted by a bidder with such outstanding liabilities.
- U. Offset:** The City may, at its option, offset any amounts due and payable under contract award under this solicitation against any debt lawfully due the City from a vendor, whether or not the amount due arises pursuant to the terms of the contract and whether or not the debt has been reduced to judgment by a court.
- V. Solicitation Results:** The City normally posts solicitation results on-line after bids are received and approved by the City Council. The City's website is www.sunsetvalley.org. Results are on the Purchasing Solicitation page, in the same place as the original solicitation documents. Posted results are for informational purposes only, not a notice of award.
- W. Control of The Work:** Bidder shall furnish all materials and perform work in reasonably close conformity with the scope of work referenced in this request for Bid. Bidder must obtain written approval from the City of Sunset Valley before deviating from the scope of work provided in this request for bids. Failure to promptly notify the City of any errors or concerns with the scope of work will constitute a waiver of all claims for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies discovered.
- X. Cost of Bid:** The cost of submitting Bids shall be borne by the Bidder, and the City will not be liable for any costs incurred by a Bidder responding to this solicitation.

4. RFB Withdrawals and/or Amendment

- A. RFB Withdrawal:** The City reserves the right to withdraw this RFB for any reason.
- B. RFB Amendments:** The City reserves the right to amend any aspect of this RFB by formal written addendum prior to the bid submittal deadline and will endeavor to notify all potential bidders that have registered with the City, but failure to notify shall impose no obligation or liability on the City. All modifications and addendums must be in written form prepared by the City department issuing the solicitation. Bidder is responsible for incorporating any and all modifications and addendums into their bids.

5. Bid Submittal Requirements

- A. Submittal Packet** – Required Content: Bidder shall submit one (1) signed original Bid. This submittal packets shall be submitted in a sealed envelope with a completed, signed and executed Appendix B – Bid Verification Document.
- B. Submittal Deadline:** The deadline for submittal of Bids is, April 15th, 2021. It is the Bidder's responsibility to have the Bid correctly marked and hard copies delivered to the City of Sunset Valley offices. No extensions will be granted, and no late Bids will be accepted.
- C. Bids Received Late:** Bidders are encouraged to submit their Bids as soon as possible. The time and date of receipt as recorded at the City of Sunset Valley and shall be the official time of receipt. The City is not responsible for late delivery of mail or other carrier. Late Bids will not be considered under any circumstances.
- D. Alterations or Withdrawals of Bid:** Any submitted Bid may be withdrawn or a revised Bid substituted if a written notice is submitted to the City of Sunset Valley prior to the submittal deadline. Any interlineations, alteration, erasure, or other amendment made before the submittal deadline, must be signed or initialed by the Bidder or the Bidder's authorized agent, guaranteeing authenticity. Bids cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.
- E. Bid Format:** All Bids must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, using one side of the paper only. Pages shall be numbered at the bottom. Entries shall be typed, or legibly written in ink. All Bids shall be mailed, or hand delivered to the City of Sunset Valley. Any other format (via telephone, fax, email, etc.) shall be rejected by the City.
- F. Validity Period:** Once the submittal deadline has passed, any Bid shall constitute an irrevocable Bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Bid on the terms set forth in the Bid, such Bid to be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the City.

6. Bid Evaluation and Contract Award

- A. Bid Evaluation and Contract Award Process:** An award of a contract to provide the goods or services specified herein will be made using competitive sealed bids, in accordance with Chapter 262 of the Texas Local Government Code, Chapter 2269 of the Texas Government Code and with the City's purchasing policy. All bids should be based on a lump sum and per unit price (Cost to complete all task listed within Appendix A to include all necessary bonds and insurance). Sunset Valley will score all eligible respondents based on their bid price. The contract will be given to the lowest/best value/most responsive bidder that complies with all requests for bid items and requirements set forth by the City of Sunset Valley in this RFB, to include bonds, insurance requirements and Sunset Valley may consider: 1) price: 2) the offeror's experience and reputation: 3) the quality of the offeror's goods and/or services: 4) the impact on the ability of the Governmental entity to comply with rules relating to historically underutilized businesses: 5) the offeror's safety record: 6) the offeror's proposed personnel: 7) whether the offeror's financial capability is appropriate to the

size and scope of the project. The selected bidder must NOT be debarred from any federal and/or state agency and Sunset Valley will conduct a review of the bidder's status on SAM.Gov. The City of Sunset Valley City Council will make the final selection and award. The City has the right to reject any and/or all Responses.

- B. Completeness:** If the Bid is incomplete or otherwise fails to conform to the requirements of the RFB, City alone will determine whether the variance is so significant as to render the bid non-responsive, or whether the variance may be cured by the bidder or waived by the City, such that the bid may be considered for award.
- C. Ambiguity:** Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFB requirements and details provided in Appendix A – Scope of Services or Appendix B – Bid, the Appendices shall prevail.
- D. Controlling Document:** In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.
- E. Firm Prices:** Unless otherwise stated in the specifications, Bidder's prices remain firm for 90 days from date of Bid opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 90 days of bid opening, the Contractor and the City may mutually agree to extend the firm price period.
- F. Additional Information:** City may request any other information necessary to determine bidder's ability to meet the minimum standards required by this RFB.
- G. Debarment:** The selected Bidder must NOT be debarred from any federal and/or state agency and Sunset Valley will conduct a review of the Bidder's status on SAM.Gov. The City of Sunset Valley City Council make the final selection and award. The City has the right to reject any and/or all Responses.

Appendix A – Scope of Services

1. Project Title: Water Quality Pond Maintenance
2. Scope of Services Contact: Questions about the technical nature of the Scope of Services, etc. may be directed to Carolyn Meredith Public Works Director through email at cmeredith@sunsetvalley.org.
3. Bid Evaluation Factors:

Bid Price	Factor
Lump Sum	Bidder with overall most competitive rates.

4. Key Events Schedule:
 - A. Response Release Date March 16th, 2022
 - B. Mandatory Pre-Submittal Meeting-April 4th at 2:00 p.m.
 - C. Deadline for Submittal of Written Questions is April 11th at 5 PM,
 - D. Sealed Responses Due and opened on April 18th, AT 2:00 P.M.
 - E. Anticipated Award Date May 3rd, 2022.

5. Scope of Services:

Project Overview:

- The City of Sunset Valley is requesting a quote for water quality maintenance. This will include repairs to existing water quality ponds as well as annual cleaning of wet wells and inspections of city water quality facilities. The following will be included:
- **Lovegrass Water Quality Pond**
 - Repair/replace the irrigation control system per the original plan to power up the systems for further troubleshooting of the pumps and irrigation sprinkler system.
 - Remove the wet well pump to clean out any trash/sediment that may have accumulated in the wet well and clean the drainpipe between the wet well and inlet structure in the pond. Cover the existing inlet with a sediment/trash screen to prevent further sediment or trash from entering the wet well system.
 - Trouble shoot the drain system and wet well once cleaned to see if there are any leaks in the pipes and repair/seal accordingly.
 - Troubleshoot, repair, or replace the existing wet well pump.
 - Troubleshoot, repair, or replace irrigation sprinkler system components. It is recommended that all sprinkler heads be replaced at a minimum as many may be clogged/damaged from non-use and various wildlife around the area.
- **Curley Mesquite Pond**
 - Remove the wet well pump to clean out any trash/sediment that may have accumulated in the wet well and clean the drainpipe between the wet well and inlet structure in the pond
 - Replace existing wet well pump.
- **Annual pond cleaning and inspection**
 - Remove the wet well pump to clean out any trash/sediment that may have accumulated in the wet well and clean the drainpipe between the wet well and inlet structure in the pond

- Inspect functionality of pond structure, pump, electrical system, and irrigation system.
- **Pond Repair**
 - Provide Hourly rate for all pond repairs.
 - Provide rate for mobilization for emergency pond repairs.

RFB 03162022B Water Quality Pond Maintenance

APPENDIX A-BID SHEET

Current Pond Repairs				
Item No.	Quantity	Unit	Item Description	Amount
Lovegrass Water Quality Pond Capital Improvement Project				
1	1	LS	Replace/Repair Irrigation Control System	\$
2	1	LS	Remove Pump/Clean wet well	\$
3	1	LS	Clean Drain system and inspect for leaks.	\$
4	1	LS	Repair/Seal Leaks	\$
5	1	LS	Troubleshoot Pump	\$
6	1	LS	Replace Pump if necessary	\$
7	1	LS	Troubleshoot and Repair Irrigation System	\$
Curley Mesquite Water Quality Pond Maintenance and Repair				
8	1	LS	Replace pump	\$
9	1	LS	Clean Wet Well	\$
TOTAL				\$ -
Annual Maintenance Inspections and Cleaning				
Item No.	Quantity	Unit	Item Description	Amount
10	1	LS	Clean Wet Well and Inspection of Pond Functions-Yellowtail Cove Pond	\$
11	1	LS	Clean Wet Well and Inspection of Pond Functions-Curley Mesquite Pond	\$
12	1	LS	Clean Wet Well and Inspection of Pond Functions-Lovegrass Pond	\$
13	1	LS	Clean Wet Well and Inspection of Pond Functions-Ernest Robles Way	\$
14	1	LS	Remove Sediment and Inspect-Villas Ponds	\$
15	1	LS	Clean Contech Jellyfish Cartridges-located at City Facilities	\$
16	1	LS	City Facilities Pond Inspection	\$
TOTAL				\$ -
Pond Repair				
17	1	LS	Hourly Rate for Pond Repairs/Troubleshooting	\$
18	1	LS	Emergency Response for Pond Repairs	\$
TOTAL				\$ -

Authorized Signature of Bidder

Date

APPENDIX B-BID VERIFICATION

Bid Verification Submittal Checklist

(To determine validity of Bid - all bids received without the following items will be considered non-responsive and will be rejected. Forms from previous solicitations for goods or services will not be used in place of the required forms for this RFB-031 62022B.

- Appendix A must be completed, signed, and included in the Bid submittal.
- Appendix B must be completed, signed, and included in the Bid submittal.
- Appendix C – Conflict of Interest Form (CIQ Form) must be completed, signed, and included in the Bid submittal.
- Form 1295 filed online
- Appendix E– HB 89 Verification Form must be completed, signed, and included in the Bid submittal.
- Appendix F- Non-discrimination Form must be completed, signed and included in the Bid Submittal.
- Appendix G-Acknowledgement of contact with key contracting persons must be completed, signed, and included in the Bid submittal.
- Appendix H-Drug Free Workplace Certification must be completed, signed, and included in the Bid submittal.
- Certificate of Insurance showing Proof of Contractor's Ability to Meet the Insurance Requirements.
- Signed Addendum(s) (If any are issued by Owner).
- Contact information for 3 references.

All bids must be submitted to the City of Sunset Valley with this page included	
RFB NO:	031620122B
Project Title	Water Quality Pond Maintenance
Submittal Deadline	April 15, 2022 at 2:00 p.m.
Submit Hardcopies to:	Carolyn Meredith City of Sunset Valley 3203 Jones Road Sunset Valley, Texas 78745
Bidder's Information	
Bidder's Legal Name:	
Address:	
City, State & Zip	
Federal Employers Identification Number #	
Bidder's Point of Contact:	
Phone Number:	
E-Mail Address:	
Bidder Authorization	
I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter a contract on behalf of the Bidder.	
Printed Name of Representative Name:	
Position:	
Signature:	
Date:	

1. CONTRACT AWARD INFORMATION:

A. Term of Contract Any contract resulting from this RFB shall be effective from the date that the Notice to Proceed is received by the contractor and shall remain in effect for THREE (3) years.

B. Federal, State and/or Local Identification Information

- i. Centralized Master Bidders List registration number: _____
- ii. Prime contractor HUB / MWBE registration number: _____
- iii. Employer Identification Number (EIN)/Federal Tax Identification Number:_____.
- iv. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number: _____.

2. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED BID, ANY CONTRACT RESULTING FROM THIS RFB WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A BID:

A. Standard Terms and Conditions

- i. **Taxpayer Identification:** Bidders must provide the City with a current W-9 before any goods or services can be procured from the Bidder.

B. Governing Law and Venue: All Bids submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with the laws and court decisions of the State of Texas. Any legal or equitable actions arising from this request for Bids, or any resulting contract shall be brought before an appropriate court located in Travis County.

C. Resolution of Program Non-compliance and Disallowed Costs: In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement, or the breach thereof, including determination of responsibility for any costs disallowed because of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits or any other item of concern to the parties. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

D. Termination for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City for cause:

1. The successful Bidder fails to perform in accordance with the provisions of these specifications; or
2. The successful Bidder violates any of the provisions of these specifications; or
3. The successful Bidder disregards laws or regulations of any public body having jurisdiction; or
4. The successful Bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
5. If one or more of the events identified in Subparagraphs I (1) through (4) occurs, the City may, terminate the contract by giving the successful Bidder seven (7) Calendar days written notice. In such case, the successful Bidder shall only be entitled to receive payment for

goods and services provided before the effective date of termination. The successful Bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.

6. When the contract has been so terminated by the City, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
7. A "Termination for Cause" clause will be added to selected Bidder's contract with Sunset Valley.

- E. Termination for Convenience:** This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed; to the extent said services are satisfactory. A "Termination for Convenience" clause will be added to selected Bidder's contract with City of Sunset Valley.
- F. Force Majeure:** To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with City of Sunset Valley.
- G. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- H. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387):** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- I. Affirmative Action/EOE:** Sunset Valley is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for of the Housing and Urban Development Act of 1968 (12U.S.C. 1701u) as amended. During the performance of an awarded contract, the contractor agrees as follows:
- i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places. Available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - iii. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This Provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this

contract may be canceled , terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- viii. The contractor will include the portion of the sentence Immediately preceding paragraph (1) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however. That in the event a contractor becomes involved in. or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- ix. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government wh1ch does not participate in work on or under the contract.
- x. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations. and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- xi. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24 , 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order . In addition, the applicant agrees that if it fails or refuses to comply with these undertakings. the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan. insurance. guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received

from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- xii. **Subcontracts.** Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

- J. Payment Terms:** Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by City of Sunset Valley, payment terms for the City are Net 30 days upon receipt of invoice after receipt of goods or services. A 5% retainage will be held from each invoice until the completion of the project. Pay applications must be submitted to the Public Works Director for approval and processing for payment. Sunset Valley will pay based on percentage of completion at the time of pay application submission pending verification from the Public Works Director. Final approval will be based on inspection of the project for verification of compliance with all aspects of the scope of work listed within Appendix A of this RFB. The work performed in accordance with this contract shall be paid for using lump sum and unit pricing. This price is full compensation for all tasks listed in the bid submitted by the vendor and must include all necessary fees, charges and bonds needed to complete this work. Sunset Valley will NOT pay any fees to the vendor other than the agreed upon bid price.
- K. Liquidated Damages:** Should the CONTRACTOR fail to complete the requirements set forth in the scope of work, Sunset Valley will suffer damage. The amount of damage suffered by Sunset Valley is difficult, if not impossible, to determine at this time. Therefore, the CONTRACTOR shall pay Sunset Valley as liquidated damages, the following:
 - i. The CONTRACTOR shall pay Sunset Valley liquidated damages of \$100 per day for each day past the specified start date (starting on the eleventh calendar day from the date the Contractor receives a purchase order) agreed to by the City of Sunset Valley and the Contractor.
 - ii. The CONTRACTOR shall pay the City of Sunset Valley liquidated damages of \$1500 per incident where the CONTRACTOR fails to repair damages that are caused by the CONTRACTOR and/or subcontractor(s). Application of liquidated damages does not release the CONTRACTOR from the responsibility of resolving or repairing • The amounts specified above are mutually agreed upon as reasonable and the proper amount of liquidated damages the City of Sunset Valley would suffer in the aforementioned examples.
- L. Warranty of Products and Services:** All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this bid, to the satisfaction of City and in accordance with the manufacturers specifications, terms, and conditions of the scope of work (Appendix A), and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- M. Funding:** State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Orders or other

obligations that may arise beyond the end of the current fiscal year shall be subject to approval of budget funds.

N. Taxes: The City is exempt from all federal excise taxes and all state and local sales and use taxes. If such taxes are listed on a Bidder's invoice, they will not be paid.

O. Insurance: The Bidder, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:

- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
- iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.

Contractor shall submit proof to City of Sunset Valley that said contractor has the ability to meet all insurance requirements listed above.

3. Indemnification: Bidder agrees to defend, indemnify and hold harmless the City of Sunset Valley, all of its officers, agents, employees, appointees and volunteers from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs, related expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Bidder's breach of any of the terms or provisions of any contract awarded as a result of this solicitation, or by any negligent or strictly liable act or omission of the Bidder, its officers, agents, employees, or subcontractors, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the Bidder and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

IN SUBMITTING A RESPONSE TO THIS RFB, THE RESPONDENT AGREES THAT IT WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE CITY, THE CITY'S EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF THE CITY'S GOVERNING BODY IN CONNECTION WITH OR ARISING OUT OF THIS

RFB, INCLUDING, THE ADMINISTRATION OF THE RFB, THE BASIS FOR SELECTION, THE EVALUATIONS OF THE RESPONSES, THE METHOD USED FOR SELECTION, AND ANY DISCLOSURE OF INFORMATION REGARDING THE RESPONSES OR EVALUATIONS. THE SUBMISSION OF A BID CONSTITUTES THE ACCEPTANCE BY THE RESPONDENT OF THE EVALUATION TECHNIQUE DESCRIBED IN THIS RFB. THE PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES THAT THE SIGNER HAS AUTHORITY TO SUBMIT THE BID ON BEHALF OF THE BIDDER AND TO BIND THE BIDDER TO ANY RESULTING CONTRACT I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL REQUIREMENTS SETFORTH IN THIS REQUEST FOR BIDS:

Authorized Signatory for Contractor

Printed Name

Date

Company Name

APPENDIX D

Implementation of House Bill 1295

Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295): In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Changed or Amended Contracts: Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million. As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules (Chapter 46) to implement the law. The Commission does not have any additional authority to enforce or interpret section 2252.908 of the Government Code.

Filing Process: A business entity must use the Form 1295 filing application the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a "certification of filing." An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct. The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Acknowledgement by State Agency or Governmental Entity: The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission's filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form. Changes to Form 1295 Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- A sponsored research contract of an institution of higher education;
- An interagency contract of a state agency or an institution of higher education;
- A contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract;
- A contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- A contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;* or
- A contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.* The newly exempt contract types are marked with an asterisk.

Why do I need to include my date of birth and address when I sign Form 1295? Was this always the case? In 2017, the legislature amended the law to require Form 1295 to include an “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The change in the law applies to contracts entered into, renewed, or amended on or after January 1, 2018. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018.

Will my date of birth and address appear on the TEC’s website when I file the form? No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also *Paxton v. City of Dallas*, No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015)

APPENDIX E

House Bill 89 VERIFICATION

I, _____, the undersigned representative of _____ (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with City of Sunset Valley.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Authorized Signatory for Contractor

Printed Name

Date

Company Name

ON THIS THE ____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

APPENDIX F
Water Quality Pond Maintenance
CERTIFICATION OF NON-DISCRIMINATION

The CONTRACTOR hereby certifies not to discriminate and to comply with the CITY's Non-Discrimination provision of this Request for Proposal. The CITY's Policy on Non-Discrimination requires compliance with applicable Federal and Texas state laws, regulations and orders relating to equal employment opportunity and non-discrimination.

Contractor

Signature

Title

Date

APPENDIX G

Water Quality Pond Maintenance

ACKNOWLEDGMENT OF CONTACT WITH KEY CONTRACTING PERSONNEL

Bidder acknowledges doing business or has done business during the 365 day period immediately prior to the date on which this bid is due with the following key persons and warrants that these are the only such key persons:

If no one is listed above, Bidder on oath swears that the following statements are true:

1. Bidder is authorized by Bidder to make this affidavit for Bidder.
2. Bidder is fully aware of the facts stated in this affidavit.
3. Bidder has received the list of key contracting persons associated with this invitation for bids, which is attached to this affidavit as Exhibit G-1.
4. Bidder has personally read Appendix G and G-1 to this RFB.
5. Bidder has no knowledge of any key contracting person on Exhibit "A" with whom Bidder is doing business or has done business during the 365-day period immediately before the date of this affidavit whose name is not disclosed in the Invitation for Bids.

Authorized Signatory for Contractor

Printed Name

Date

Company Name

EXHIBIT G-1

Water Quality Pond Maintenance

LIST OF KEY CONTRACTING PERSONS

September 30th, 2021

Position Held	Name of Individual
Mayor	Marc Bruner
Councilmember	Justin Litchfield
Councilmember	Rudi Rosengarten
Councilmember	Alfonso Carmona
Councilmember	Wanda Reetz
Councilmember	Robert Johnson
City Administrator	Sylvia Carrillo
Public Works Director	Carolyn Meredith
Accountant	Suzanna Fleegal

APPENDIX H

Water Quality Pond Maintenance

DRUG-FREE WORKPLACE CERTIFICATION

It is the policy of the City of Sunset Valley to maintain a drug-free workplace. CONTRACTORS, SUBCONTRACTORS and their employees are expected to report to work with an appropriate mental and physical condition for work; and are not to report to or remain at work under the influence of intoxicants. For the purpose of this policy, intoxicants include abused inhalants such as glue or paint thinner, alcoholic beverages, and any drug which is not legally obtainable, or which is legally obtainable but has not been legally obtained or not used for their prescribed purposes.

In order to have a drug-free workplace, CONTRACTOR shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the CONTRACTOR'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this proposal a copy of the statement specified in Subsection (1)
4. Notify the employees that, as a condition of working under this proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to, of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction. CONTRACTOR will impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation.
5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this CONTRACTOR complies fully with the above requirements.

Authorized Signatory for Contractor

Printed Name

Date

Company Name

APPENDIX I
Water Quality Pond Maintenance
CITY INSURANCE REQUIREMENTS

Insurance Provided by the CONTRACTOR

For any Contract resulting from this request for proposals, the CONTRACTOR shall, prior to Notice to Proceed, provide the CITY with a Certificate of Insurance in the below listed minimum amounts and shall maintain such coverage in effect for the full duration of the Contract, unless such Contract specified different coverage or amounts. Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the CITY by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

1.	Workers' Compensation	\$500,000	
2.	Employer's Liability	\$500,000	
3.	Bodily Injury Liability:	\$500,000	per each occurrence
	Except automobile	\$1,000,000	aggregate
4.	Automobile Bodily Injury Liability	\$500,000	per each person
		\$1,000,000	per each occurrence
5.	Automobile Property Damage	\$500,000	per each occurrence
6.	Excess Umbrella Liability	\$500,000	per each occurrence

APPENDIX J

Water Quality Pond Maintenance

Provide a list of three (3) references of clients documenting their experience working with your company.

- Each reference should include the individual's name, title, description, tenure of service for the client and contact information (telephone number and email address).
- *Individuals identified as references will be assured of anonymity to the fullest degree possible under the Freedom of Information Law.*

January 11, 2022

MEMO RE: Lovegrass Water Quality Pond

Project Information/Background

The Lovegrass Water Quality Pond (LWQP) has not been in operation for some time. The CoSV asked FTEG to review the pond conditions and create an action plan for the repair of the LWQP. CoSV has provided the original construction documents for this development in order to review the original design and function of the pond.

FTEG consulted with Rollin Heller with Divided Water Services to discuss potential solutions. FTEG and DWS have both visited the site and contributed to this plan.

Observations/Information

- The pond has not been in operation for several years.
- The majority of the exterior pond walls appear to be in good shape.
- The internal tree well wall is failing and needs to be replaced.
- The pond's irrigation control system appears to be missing components and is non-functioning.
- It is unknown if the pond pump system is in place. It appears the pump may be in the wet well, but some discussions with City staff indicated this pump may have been removed.
- The irrigation fields are in good condition and vegetation is apparent.
- The irrigation distribution system condition is unknown and not operational.
- The pond will not hold water and drains faster than design requirements.

Action Plan/Repair Plan

- Repair/replace the irrigation control system per the original plan to power up the systems for further troubleshooting of the pumps and irrigation sprinkler system.
- Remove the wet well pump to clean out any trash/sediment that may have accumulated in the wet well and clean the drainpipe between the wet well and inlet structure in the pond. Cover the existing inlet with a sediment/trash screen to prevent further sediment or trash from entering the wet well system.
- Trouble shoot the drain system and wet well once cleaned to see if there are any leaks in the pipes and repair/seal accordingly.
- Troubleshoot, repair, or replace the existing wet well pump.
- Troubleshoot, repair, or replace irrigation sprinkler system components. It is recommended that all sprinkler heads be replaced at a minimum as many may be clogged/damaged from non-use and various wildlife around the area.
- There are several items that may contribute to the pond not holding water and should be evaluated in steps. Repairs to include
 - Remove and replace the stack rock tree well wall with a solid concrete wall – the same type of wall as the existing perimeter pond wall. There is also a concrete protrusion from the concrete sidewall that should be sawcut and removed so the replacement tree well wall can be installed flush to the side wall and sealed properly.

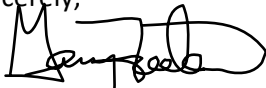
- Remove approximately 4"-6" of the existing pond bottom material and install a TCEQ approved polyliner to replace the existing clay liner. This polyliner could be mechanically attached to the concrete sidewalls and sealed to minimize potential leaks in the pond. Install approximately 4" of topsoil and sod to bring the pond bottom back to design elevation.
- Before implementing this third step, the pond should be evaluated to see if it functions per design. The existing concrete sidewalls have weep holes at the bottom of the walls, the intent is to relieve hydrostatic pressure from behind the walls, which would allow water to flow into the pond. These weepholes could also be an outlet that would allow water to leak out of the pond. If the pond is still leaking after the tree well wall is replaced and after the pond liner is replaced, the weep holes may need to be retrofitted with a check valve weep hole system, that would allow relief of hydrostatic pressure, but not allow water to drain out.

For testing, the City should wait for a natural rain event to partially fill the pond to monitor drawdown. There are other methods to fill and test the pond that can be discussed, if needed.

To get this work completed, it may be difficult to contract this work as one project due to the number of steps needed to investigate, repair, and troubleshoot different components of the system. The City could contract with a pond maintenance company for ongoing maintenance on all City ponds and then assign the work on this pond by individual tasks.

If you have any questions about these comments, please feel free to call me at (830) 377-4555.

Sincerely,



Gary Freeland, P.E., CFM

CITY COUNCIL MEETING DATE: MARCH 8TH, 2022



CITY COUNCIL AGENDA ITEM #9

STAFF PREPARER/CONTACT INFORMATION: Carolyn Meredith, Public Works Director
cmeredith@sunsetvalley.org

COUNCIL SPONSOR: Councilmember Justin Litchfield, (jlitchfield@sunsetvalley.org)

SUBJECT: ADVENTURE BUILD

DESCRIPTION: Consider and act on a recommendation from the Planning and Environmental Committee to have the Adventure Build at the Sunset Valley ArtFest and have it open for two weekends following the ArtFest during the hours of the SFC farmers' market.

BACKGROUND:

The Public Works Department has hosted an Adventure Build in the past at the Sunset Valley ArtFest. The Adventure Build is a great opportunity for young people to creatively build their own playground. The raw materials are provided and the playground takes shape from the imagination of the children and young at heart as they build. The Adventure Build has been requested to be part of the Artsfest again. The Adventure Build is a large time investment for the Public Works Department to set up for a one-day event. Instead of Adventure Build lasting for one day, it is proposed that the event be allowed to be used for a series of three weekends. The Planning and Environmental Committee reviewed this proposal and made the following recommendation:

The committee recommended to have the Adventure Build at Artfest and have it open the two weeks following during the hours that the farmers market. Katherine motioned; Karen seconded. All in favor.

The plan would be for Adventure Build to be open the weekend of Artsfest and the two weekends following Artsfest during the hours of the farmer's market. This will allow the Build to be used for a longer period before it is removed. The Adventure Build is a popular activity and will also attract visitors to Sunset Valley. The Public Works Department Staff will work with volunteers to help monitor the Adventure Build during the hours of operation.

APPLICABLE CODE SECTIONS: N/A

FUNDING: Eco Events

STAFF RECOMMENDATION:

SUPPORTING MATERIALS PROVIDED:







APPLICABLE CODE SECTIONS : N/A

FUNDING:

CURRENT YEAR FISCAL BUDGET							
FUND	DEPT.	ACCT.	BUDGET	FY 22 EXPENDITURES	FY 22 YTD	THIS ITEM	REMAINING
ECO EVENTS	04	5695	\$1,500	139.88	1360.12	\$1360	\$0.12
PRIOR YEAR FISCAL BUDGET(S)							
BUDGET YEAR	FUND	DEPT.	DESC.	ACCOUNT	AMOUNT	TOTAL	NOTES

STAFF RECOMMENDATION: Accept the recommendation of the Planning and Environmental Committee

SUPPORTING MATERIALS PROVIDED: NO

CITY COUNCIL MEETING DATE: MARCH 8, 2022



CITY COUNCIL AGENDA ITEM #10-12

STAFF PREPARER/CONTACT INFORMATION: Matt Lingafelter, Asst. to the City Admin.
mlingafelter@sunsetvalley.org

COUNCIL SPONSOR: Mayor Bruner, mbruner@sunsetvalley.org

SUBJECT: SPECIAL USE PERMITS – 6405 BRODIE

DESCRIPTION:

10. Public Hearing to consider requests for two Special Use Permits at 6405 Brodie Lane.
 - a. Open Hearing
 - b. Presentation
 - c. Public Comments
 - d. Close Hearing
11. Consider and act on a request for a Special Use Permit to operate a restaurant within the NC (Neighborhood Commercial) District under Section 150.101 of the Land Development Code at 6405 Brodie Lane
12. Consider and act on a request for a Special Use Permit for alcoholic beverages to be sold in a restaurant for on-premises consumption under Section 150.103(A) of the Land Development Code at 6405 Brodie Lane

BACKGROUND: The subject property is 6405 Brodie Lane, the southernmost property in Sunset Valley on the east side of Brodie Lane. The unplatted, 4.976-acre tract is now zoned as Neighborhood Commercial, after approval by City Council on February 1st. The property is owned by the Estate of Betty Grubbs; the applicants, Justin, and Thomas Trubiana, are proposing a Botanical Garden Café and Eatery. The applicants and their representatives presented their conceptual plan to the Zoning Commission in January and the City Council in February.

A review of the two Special Use Permit applications have been completed by staff, and a memo has been prepared and attached with the supplemental materials.

A Notice of Public Hearing was posted at City Hall, published in the Austin Chronicle, and notices mailed to property owners within 500 feet of 6405 Brodie Lane.

The Zoning Commission held the Public Hearing on the Special Use Permit applications on February 23rd. The Commissioners discussed the restaurant and alcohol permit requests with the applicants, city staff, and legal. The Drakers, the neighbors to the east

of the proposed development, appeared in opposition of the special use permits. The Commission, the applicants, and staff discussed possible ways to mitigate impacts on neighboring residential properties, including noise.

The Zoning Commission voted unanimously (four members present) to recommend to City Council approval of a Special Use Permit to operate a restaurant within the Neighborhood Commercial District and approval of a Special Use Permit for alcoholic beverages to be sold in a restaurant for on-premises consumption at 6405 Brodie Lane.

The Board of Adjustment held a Public Hearing on March 2nd to hear a variance request from the applicants to the 100-foot landscape buffer requirement for the property to the north, 6401 Brodie which is city-owned but currently zoned Single Family Residential. The Board tabled the variance request to their next meeting, which will be March 23rd.

APPLICABLE CODE SECTIONS: 150.101; 150.102; 150.103(A)

FUNDING:

CURRENT YEAR FISCAL BUDGET				
ACCOUNT	BUDGET	ENCUMBERED	THIS ITEM	REMAINING
N/A	\$0	\$0	\$0	\$0
PRIOR YEAR FISCAL BUDGET(S)				
BUDGET YEAR	ACCOUNT	AMOUNT	TOTAL	NOTES

SUPPORTING MATERIALS PROVIDED:

- STAFF MEMO 03.05.22
- SUP LETTER FROM APPLICANT 02.18.22
- TRAFFIC ENGINEER SUMMARY 02.17.22
- UPDATED CONCEPTUAL SITE PLAN

UPDATED MEMO - MARCH 5, 2022



ZONING COMMISSION MEETING DATE: February 23, 2022
CITY COUNCIL MEETING DATE: March 8, 2022
STAFF PREPARER: Matt Lingafelter, mlingafelter@sunsetvalley.org
RE: 6405 Brodie Lane – Special Use Permit Applications
APPLICANTS: Thomas Trubiana and Justin Trubiana

OVERVIEW: The subject property is 6405 Brodie Lane, the southernmost property in Sunset Valley on the east side of Brodie Lane. The unplatted, 4.976-acre tract is now zoned as Neighborhood Commercial, after approval by City Council on February 1st. The property is owned by the Estate of Betty Grubbs; the applicants, Justin and Thomas Trubiana, are proposing a Botanical Garden Café and Eatery. The applicants and their representatives presented their conceptual plan to the Zoning Commission in January and the City Council in February.

The Zoning Change was approved by Council on 02.01.22 with the following conditions:

- 10-foot fence along the east boundary of the property
- Limiting operating hours to 11 pm
- Dark sky lighting as presented by the applicant
- Security fence around the property
- Adding additional trees to contribute to the vegetative buffer
- Work with the Drakers between now and platting of the property
- At the platting stage, ensure adequate traffic circulation, which may or may not include installing a turning lane on Brodie
- Engaging a Traffic Engineer for a traffic study
- Ensuring that water runoff conditions from the property to 759 Oakdale Drive have improved from the current conditions

SPECIAL USE PERMIT APPLICATIONS: When the applicants submitted their zoning change application and supplemental materials, they also submitted two Special Use Permit Applications, one for operating a restaurant within the Neighborhood Commercial District, and the second for the sale of alcoholic beverages for on-premise consumption. These Special Use Permits could not be considered by either the Commission or the Council until and unless the Zoning Change was approved.

The applicants' project falls within a land use permitted within the NC designation by a special use permit. The following chart, found in Section 150.164, outlines land uses and development standards for the NC district.

Permitted Uses – Neighborhood Commercial	By special use permit	Site Requirements	Supplementary Requirements
<p>1. Retail, Limited as listed in § 150.161.</p> <p>2. Those uses permitted in O Neighborhood Office and SF Single Family Residential.</p>	<p>1. Medical-related professional offices</p> <p>2. Veterinary services</p> <p>3. Restaurants</p> <p>4. Beer and wine sales in a retail use</p> <p>5. Banks and savings and loans</p> <p>6. Alcoholic beverage sales in restaurants</p>	<p>General Requirements</p> <p>Minimum Lot Size: 1.0 acre</p> <p>Minimum Lot Width at Front Setback Line: 120 ft.</p> <p>Minimum Street Frontage:</p> <p>Standard Lot: 120 ft.</p> <p>Cul-de-Sac Lot: 60 ft.</p> <p>Minimum Lot Depth: 300 ft.</p> <p>Minimum Floor Area: 1,000 ft squared</p> <p>Maximum Floor Area per building: 15,000 ft squared</p> <p>Maximum Impervious Cover Not to Exceed Allowable under Watershed Provisions of this Code</p> <p>Primary Use and Structure Minimum Setbacks</p> <p>Front: 50 ft.</p> <p>Side: 20 ft.</p> <p>Rear: 30 ft.</p> <p>Maximum Height: 35 ft.</p> <p>Parking Lot and Other Impervious Cover:</p> <p>Minimum Setbacks:</p> <p>Front: 50 ft.</p> <p>Side: 20 ft.</p> <p>Rear: 30 ft.</p>	<p>Other Requirements by Reference to the Following Provisions of this Codes, as Amended:</p> <ol style="list-style-type: none"> 1. Wastewater System Provisions of this Code 2. Watershed Provisions of this Code 3. Landscaping and Buffering Provisions of this Code 4. Sign and Outdoor Lighting Provisions of this Code with the stipulation that all outdoor lighting shall be directed away from neighboring properties (i.e., either up to light tree canopies or down to light ground but not horizontal away from a building). 5. Subdivision Provisions of this Code. 6. All other applicable ordinances as amended. <p>Architectural Requirements:</p> <ol style="list-style-type: none"> 1. No flat roofs 2. Varied, multiple pitched roofs <p>Minimum Off-Street Parking:</p> <ol style="list-style-type: none"> 1. See Table 1. <p>Compatibility and Buffering Standards:</p> <ol style="list-style-type: none"> 1. 100-foot landscaped setback. See section § 150.105(B).

SPECIAL USE PERMIT FOR A RESTAURANT IN NEIGHBORHOOD COMMERCIAL

To the best of staff's knowledge, this is the first Special Use Permit application to operate a restaurant within NC in the City's history. Sunset Valley has a very small number of Neighborhood Commercially-zoned properties, and most only contain office buildings, not retail and/or restaurants.

Unlike other Special Use Permit applications that the Commission and Council frequently review, including alcohol permits, there are no specific criteria presented in the Land Development Code that are applicable to restaurants within the NC Special Use Permit.

However, this Special Use Permit request would be subject to the general criteria applicable to all Special Uses and Temporary Special Uses, set forth in [150.102](#). Staff has provided comments addressing each criterion.

§ 150.102 GENERAL CRITERIA APPLICABLE TO ALL SPECIAL USES AND TEMPORARY SPECIAL USES.

A proposed special use or temporary special use must comply with the following criteria:

- A. The appearance, size, density and operating characteristics of the proposed special use are subject to the effective compatibility and buffering standards set forth in § [150.105](#)(B)
 - o The specifics set forth in [150.105](#)(B) and the Table in [150.105](#)(C) would be addressed during the site plan approval and building permit approval process. However, the applicants are requesting a variance to the landscaping buffer to the property to the north, which is the city-owned Gault Life Estate. The property is currently zoned Single Family Residential, although it was purchased by the City with "Green Tax" funds with the intent to change its zoning to park or greenspace. The BOA met on March 2nd to discuss the landscape buffer variance, but tabled the item. The BOA will make a decision on the variance at their March 23rd meeting.
- B. The proposed use will not have an adverse effect on the value of surrounding properties nor impede their property development
 - o A majority of residents on Oakdale support this development, and the property neighboring to the north, although owned by the City, the current resident and her family approve of the development. However, the neighbors directly to the east at 759 Oakdale, the Drakers, oppose the development. The applicants have been working with Drakers to try and mitigate their concerns

- C. The proposed use will not create a nuisance factor nor otherwise interfere with a neighbor's enjoyment of his property or operation of his business;
 - o See above. Additionally, the applicants have been directed by the City Council to ensure that any nuisance factors, including sound, lights, smell, would be mitigated. As a condition to the Zoning Change, the applicants have agreed to limit operating hours of the café/eatery to 11 pm. The applicants have also proposed employing the use of a sound engineer, although this was not a part of the conditions for approval of the zoning change. Sound, smell and lighting would all be addressed in permitting based on the tables in 150.105(C).
- D. The traffic that the proposed use can reasonably be expected to generate on existing streets will not create nor add significantly to congestion, a safety hazard, or a parking problem in the area, nor will it disturb the peace and quiet of the neighborhood
 - o Traffic conditions for this development have been a concern of both the Commission and the Council. The applicants have employed a traffic engineer to complete a traffic study (not a formal TIA) for the development. The applicants are to ensure adequate traffic circulation, which may or may not include installation of a turning lane coming south off Brodie Lane. At the time of publication, a draft traffic study has been submitted to the City. Upon initial review, it does not appear to require any additional turning lanes but did address ingress and egress out of the property. The City Engineer will review and provide comment, however, the level of traffic, less than 1000 trips per day, does not generate additional ROW or dedication.
- E. The proposed use complies with all other applicable provisions of this Code and other ordinances and regulations
 - o Again, staff would ensure that the Land Development Code and all other applicable codes and regulations would be adhered to before site plan approval, building permit approvals, and finally a Certificate of Occupancy.
- F. The special use shall be operated either by the owner or lessee of improved property on which the special use is located or by another pursuant to a written agreement with such owner or lessee.
 - o The applicants do not currently own the property, but they are under contract to purchase, and they are applying with the permission of the current owner, the Betty Grubbs Estate.

STAFF RECOMMENDATION: Staff, along with a recommendation by the Zoning Commission, and with input from the Council, would recommend approval of the Special Use Permit to operate a restaurant within NC, subject to:

- o All conditions that have been previously placed on the development by Council

- Any additional conditions (within reason) as recommended by the City Council
- Granting of the Landscape Buffer variance by the Board of Adjustment as a condition, or a change in zoning for the 6401 Brodie Lane property in alignment with the City's Comprehensive Plan and Future Land Use Map

All Sunset Valley, Austin Fire, Austin Public Health, and any other applicable codes or regulations would be adhered to during the site plan approval, building permit approval, and before a Certificate of Occupancy is issued by the City.

SPECIAL USE PERMIT FOR ALCOHOL SALES FOR ON PREMISE CONSUMPTION

In addition to the Special Use Permit application to operate a restaurant, the applicants have also submitted a Special Use Permit for the sale of alcoholic beverages for on-premise consumption. Of all Special Use Permit requests that come before the Commission and the Council, this use is the most frequently requested. However, this request is unique in that 1) it falls within the Neighborhood Commercial Zoning district and 2) the site has not yet been developed.

The General Criteria discussed for the Restaurant Special Use Permit Application would also be applicable to the Alcohol Special Use Permit Application. In addition to the General Criteria applicable to all Special Uses, the Land Development Code also sets forth Specific Criteria in 150.103(A) applicable to the Special Use for the sale of alcoholic beverages for on-premise consumption. Staff has provided comments addressing each criterion.

§ 150.103 SPECIFIC CRITERIA APPLICABLE TO INDIVIDUAL SPECIAL USES AND TEMPORARY SPECIAL USES.

(A) Alcoholic beverages sold in a restaurant for on-premise consumption and for off-premise consumption in growlers.

- 1) The restaurant where the alcoholic beverage is proposed to be sold is not located within 300 feet of a church or school as measured by state law
 - The development is not located within 300 feet of a church or school
- 2) The restaurant where the alcoholic beverage is proposed to be sold is not located on property, two or more sides of which abut property in a residential zoning district
 - This condition does present an issue, being-that the north and east sides of the property are zoned single-family residential. However, as previously discussed, the property to the north is the city-owned Gault Life Estate, and was purchased by the City in 2009 with the intention of being zoned as greenspace. Staff consulted with legal, who indicated that according to 150.101(1)(2) Council may approve the Special Use Permit with the modification of this condition.

- 3) The gross receipts derived from the sale of alcoholic beverages shall not exceed 49% of the gross receipts derived from all sales
 - o In discussion with the applicants and legal, staff determined that the Special Use Permit for alcohol will be issued to the LLC operating the café, but that the gross receipts derived from the entire 6405 Brodie site, including the café and the three eateries, will be used to determine gross sales.
- 4) The sale and use of growlers shall be in compliance with all applicable federal, state, and local health and safety law. The sale of an empty growler shall not count as a sale of alcohol beverage for the purpose of determining the percentage of gross receipts derived from the sale of alcoholic beverages.
 - o Applicants will comply with all laws and regulations pertaining to growlers
- 5) Sales of alcoholic beverages in a growler shall be limited to sales of beverages with a percentage of alcohol not higher than 15% by volume.
 - o Applicants will comply with all laws and regulations pertaining to growlers

STAFF RECOMMENDATION: Staff, along with a recommendation by the Zoning Commission, would recommend approval of the Special Use Permit for alcoholic beverages sold in a restaurant for on-premise consumption and for off-premise consumption in growlers, subject to the following conditions:

- o Approval of the Special Use Permit to operate a restaurant within NC (and applicable conditions)
- o The Applicant shall provide the City with copy of an approved permit from the Texas Alcoholic Beverage Commission, issued to the legal entity that will be operating the café, prior to the release of City permit.
- o Alcohol sales at the café will be compared to the gross receipts of all sales at the site (from the café and three eateries) and must not make up over 49% of total sales.

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

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MICHAEL J. WHELLAN
(512) 435-2320
mwhellan@abaustin.com

February 18, 2022

Via Email

City of Sunset Valley
3205 Jones Rd.
Sunset Valley, TX 78745

Re: Special use request for the botanical garden café and eatery project at 6405 Brodie Ln.

Dear Members of the Zoning Commission and the City Council of Sunset Valley:

On behalf of Gary McIntosh, Independent Executor of the Estate of Betty Grubbs (the "Owner") and the Trubiana Family and Vazquez Family (the "Applicants"), we respectfully request special uses for restaurant and alcoholic beverage sales at 6405 Brodie Ln. (the "Property").

The Applicants are in the process of seeking the approvals needed to build and operate a botanical garden café and eatery at the Property (the "Project"). The Project would serve as a peaceful outdoor community gathering place where Sunset Valley residents could relax and enjoy culturally diverse food and drinks, provided by local, women-owned businesses.

Earlier this year, the Applicants brought forward the first major approval for the Project: a request to designate the Property for Neighborhood Commercial zoning. The explicit purpose of this rezoning was to allow the Applicants to request the restaurant and alcoholic beverage sales special uses needed for the Project. Zoning Commission recommended this request and City Council ultimately approved it.

Now, with Neighborhood Commercial zoning in place on the Property, the Applicants are following through on their commitment to return to Zoning Commission and City Council with a request for the aforementioned special uses.

Additionally, based on discussion at Zoning Commission and at City Council, the Applicants have hired a traffic engineer to evaluate the Project, estimate traffic and circulation patterns, and provide a professional opinion regarding transportation design. The Applicants have fully

incorporated this study's findings into the Project's design. The traffic engineer's letter is attached for reference.

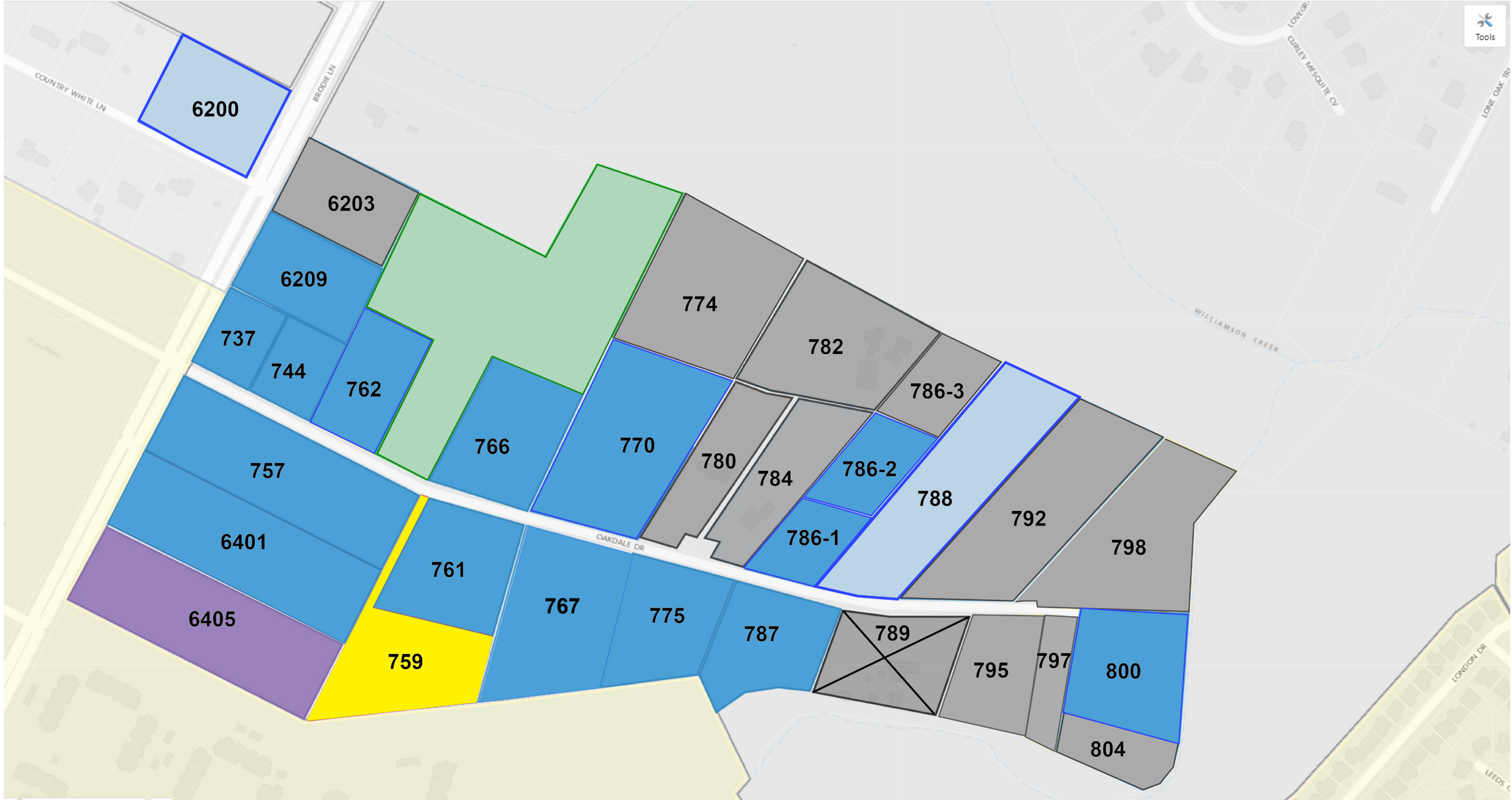
We appreciate the opportunity to bring this unique vision for a botanical garden café and eatery to Sunset Valley – and appreciate the extraordinary support the Project has garnered among Sunset Valley residents. We respectfully ask for your approval. Thank you for your consideration.

Very truly yours,

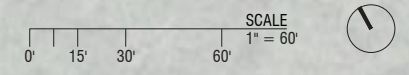
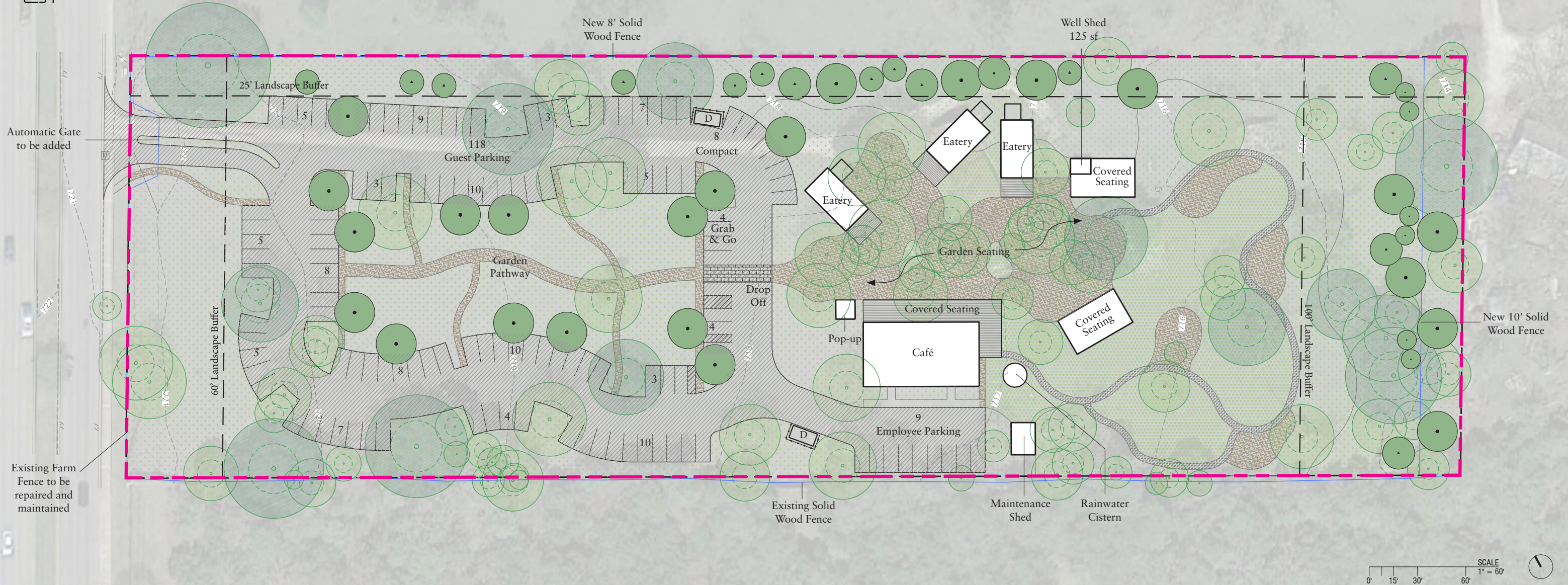
A handwritten signature in black ink, appearing to read "Michael J. Whellan", with a long horizontal flourish extending to the right.

Michael J. Whellan

Local Neighborhood Support



- Supports Project - Signature / Written Post
- Supports Project - Verbal
- Currently Opposed
- Project Site
- Nature Trails
- No Response
- Vacant / Abandoned Homesite



Proposed Site Plan

Impervious Coverage Calculations

Total Site Area	4.98 ac	
Impervious Coverage		
Buildings & Covered Porches	7,272 sf	3.4%
Covered Outdoor Seating	1,920 sf	0.9%
Parking/Paved Area	48,576 sf	22.4%
Storage/Other	444 sf	0.2%
TOTAL	58,212 sf	26.8%
Eaves	3,226 sf	1.5%
Cistern Pads	450 sf	0.2%
TOTAL	61,888 sf	28.5%

- Property Line
- Asphalt
- Decomposed Granite
- Botanical Garden
- Meadow
- Mown Meadow Path

- Proposed Tree
- Existing Trees
- Non-protected Tree (<10")
- Protected Tree (10"-23.9")
- Heritage Tree (24"+)

Michael Hsu
Office Of Architecture

CAMPBELL LANDSCAPE ARCHITECTURE

stansberry engineering co.



BOE Consulting Services, LLC.
 9901 Brodie Lane 160-303, Austin, Texas 78748

February 17, 2022

Attention: Ms. Blayne Stansberry, P.E.
 Stansberry Engineering
 P.O. Box 132
 Manchaca, Texas 78652

Dear Ms. Stansberry,

Reference: 6405 Brodie Lane – Sunset Valley, Travis County, Texas

The following letter provides a summary of the traffic evaluation that we have performed for the proposed Botanical Garden Café and Eatery to be located at 6405 Brodie Lane in Sunset Valley, Travis County, Texas. We have evaluated the proposed development’s anticipated trip generation, access, and general traffic operations.

TRIP GENERATION

The proposed development will provide neighbors a unique opportunity to gather in a location that is enriched by a green setting to enjoy local eateries in a park like setting. The development is planned to include three (3) permanent structures that will consist of kitchen’s only serving food, two detached/covered seating areas, and a café that will serve beverages and provide additional seating. The trip generation for this development has been evaluated utilizing the latest version of the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition. Based on the standard definitions of land uses per the ITE Trip Generation Manual, the Fast Casual Restaurant IET land use has been utilized for this evaluation. The ITE definition and other backup materials have been included as an attachment to this letter for reference. **Table 1**, below, provides a summary of the trip generation which is based on the land use and density of the development:

Table 1 - Unadjusted Trip Generation Summary

ITE Code	ITE Land Use	Size		24-Hour Daily Volume	AM Peak Hour			PM Peak Hour		
					Enter	Exit	Total	Enter	Exit	Total
930	Fast Casual Restaurant	9,067	s.f.	881	6	6	13	63	51	114
Total Proposed Trips				881	6	6	13	63	51	114

The 24-Hour Daily Volume is defined as the total trips entering and exiting the site over a 24-hour period. As can be seen in **Table 1** above, 441 trips would enter the site and 440 trips would exit the site over a 24-hour period. The AM Peak Hour is defined as 7-9am and the PM Peak Hour is defined as 4-6pm. Otherwise known as rush hour traffic.

SITE ACCESS

Access to the site will be achieved via one (1) site driveway to Brodie Lane at the northern edge of the property limits. In order to minimize operational delays along Brodie Lane, it is recommended to limit access to one driveway. When more driveways are introduced, more delay can be introduced to the through-put volumes along Brodie Lane. Additionally, as there is a raised median within Brodie Lane, the access will be restricted to right-in/right-out movements. A median break is not recommended for this driveway access as access management is important to the Brodie Lane corridor which is evident with median breaks provided in key locations. This development has proposed one driveway which is the most effective design from a traffic operations perspective. Since there is only one point of access, the throat depth of the driveway has been lengthened beyond code minimum to approximately 100' to allow for vehicles turning in from Brodie Lane to have storage internal to the property which further reduces the potential for impacts to Brodie Lane.

PARKING

Looking to the interior of the development, the parking field layout has been designed such that it allows for an efficient counterclockwise directional flow. The majority of the drive aisles are proposed to be 25 feet which allows for fluid traffic flow through the parking field. Further, the number of parking spaces provided balances the need to meet the anticipated demand with the with the environment in mind. Landscape islands have been provided which accommodate the preservation of trees and natural vegetation, and a large garden pathway is preserved in the middle of the parking loop.

TRIP DISTRIBUTION

From an overall traffic distribution perspective, we have assumed that patrons of this site will access the site utilizing US 290 to Brodie Lane, US 290 to Mopac, Mopac to William Cannon Dr, William Cannon to Brodie Lane. A summary of the potential directional traffic patterns is provided below:

- To/From the North
 - Traveling from north Brodie Lane, a patron would travel southbound along Brodie Lane to the median break located at the HEB's northern driveway along Brodie Lane to perform a U-Turn movement, then travel north to turn right into the site driveway. There is a median break located at Allegro Lugar Street; however, a left-turn bay does not exist within the median; therefore, u-turns should not be allowed in this location. This is a similar restriction of movement to the various median breaks further north along the main retail corridor of Brodie Lane within Sunset Valley. Those traveling from the general north direction are more likely to utilize Mopac to travel south, exit William Cannon Drive to then get to Brodie Lane and turn right into the site.
 - Leaving the development to travel back towards north Brodie Lane, a patron would simply turn right out of the site and continue northbound along Brodie Lane.

- To/From the South

- Traveling from south Brodie Lane, a patron would travel northbound along Brodie Lane and turn right into the site.
- Leaving the development to travel back towards south Brodie Lane, a patron would be required to turn right and travel north along Brodie Lane to the intersection of Brodie Lane and Ben Garza Lane which is a signalized intersection. A U-Turn would then be performed in order to continue traveling southbound along Brodie Lane.

With our distribution assumption and the estimated trip generation identified in Table 1, of the 63 entering trips 31 trips would be coming from north Brodie Lane and 31 trips would be coming from south Brodie Lane during the PM Peak Hour. Based on the ESRI traffic data maps which are dated December 7, 2021, traffic volumes along Brodie Lane just north of William Cannon Drive reflected 31,330 Average Daily Trips (ADT's). Comparing the estimated daily trips of the proposed development to the total volume of traffic captured in 2021, the proposed development accounts for approximately 2.7 percent of the total traffic volumes traveling along Brodie Lane. We have included the traffic data map from ESRI as an attachment to this letter.

Upon completion of our evaluation, we believe that the proposed development will have a negligible impact on the roadway system, and the access proposed will further limit any impacts to Brodie Lane. We appreciate your review of our evaluation, and please feel free to contact us should you have any questions or need any additional information.

Sincerely,

BOE Consulting Services, LLC



Bobak J. Tehrany, P.E.

President

Phone: 512.632.7509

bobak@bo-engineering.com

02/17/2022



Land Use: 930

Fast Casual Restaurant

Description

A fast casual restaurant is a sit-down restaurant with no (or very limited) wait staff or table service. A customer typically orders off a menu board, pays for food before the food is prepared, and seats themselves. The menu generally contains higher-quality, made-to-order food items with fewer frozen or processed ingredients than at a fast-food restaurant. Most patrons eat their meal within the restaurant, but a significant proportion of the restaurant sales can be carry-out orders. A fast casual restaurant typically serves lunch and dinner; some serve breakfast. A typical duration of stay for an eat-in customer is 40 minutes or less. Fine dining restaurant (Land Use 931), high-turnover (sit-down) restaurant (Land Use 932), and fast-food restaurant without drive-through window (Land Use 933) are related uses.

Additional Data

The fast casual restaurant study sites included in this land use did not have a drive-through window.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 2010s in Minnesota, South Carolina, Washington, and Wisconsin.

Source Numbers

861, 869, 939, 959, 962, 1048

6405 BRODIE LANE
TRIP GENERATION RATE/EQUATION TABLE

ITE Trip Generation Manual 11th Edition - Rate/Equation Table*

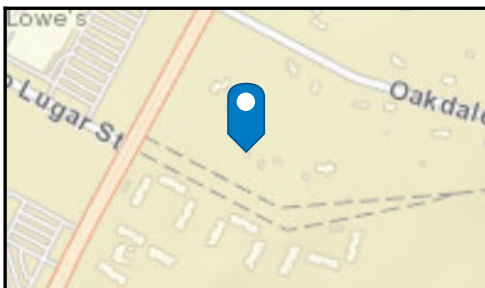
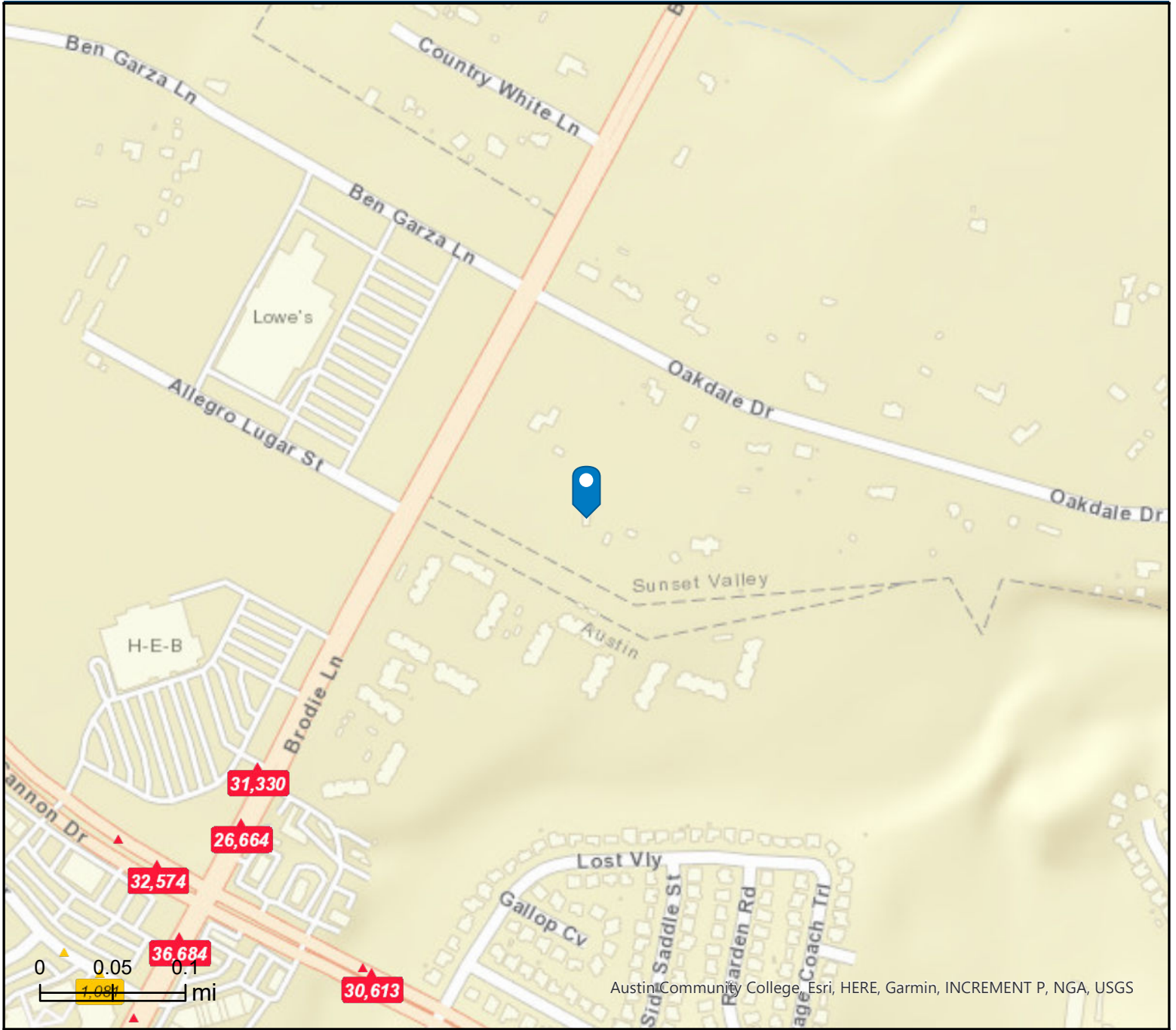
ITE Code	Land Use	Variable	24-Hour Daily Volume Rate or Eq	AM Peak Hour			PM Peak Hour		
				% Ent	% Ext	Rate or Eq	% Ent	% Ext	Rate or Eq
930	Fast Casual Restaurant	S.F	97.14	50%	50%	1.43	55%	45%	12.55

6405 BRODIE
TRIP GENERATION SUMMARY

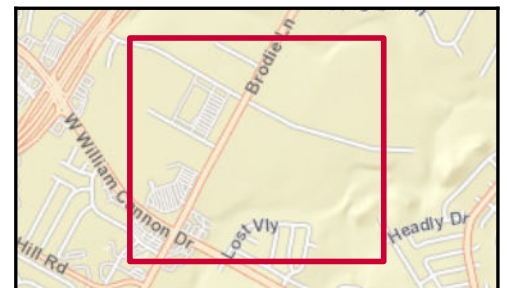
SUMMARY OF UNADJUSTED TRIP GENERATION

ITE Code	ITE Land Use Description	Size		24-Hour Two-Way Volume	AM Peak Hour			PM Peak Hour		
					Enter	Exit	Total	Enter	Exit	Total
930	Fast Casual Restaurant	9,067	s.f	881	6	6	13	63	51	114
Total Proposed Development				881	6	6	13	63	51	114

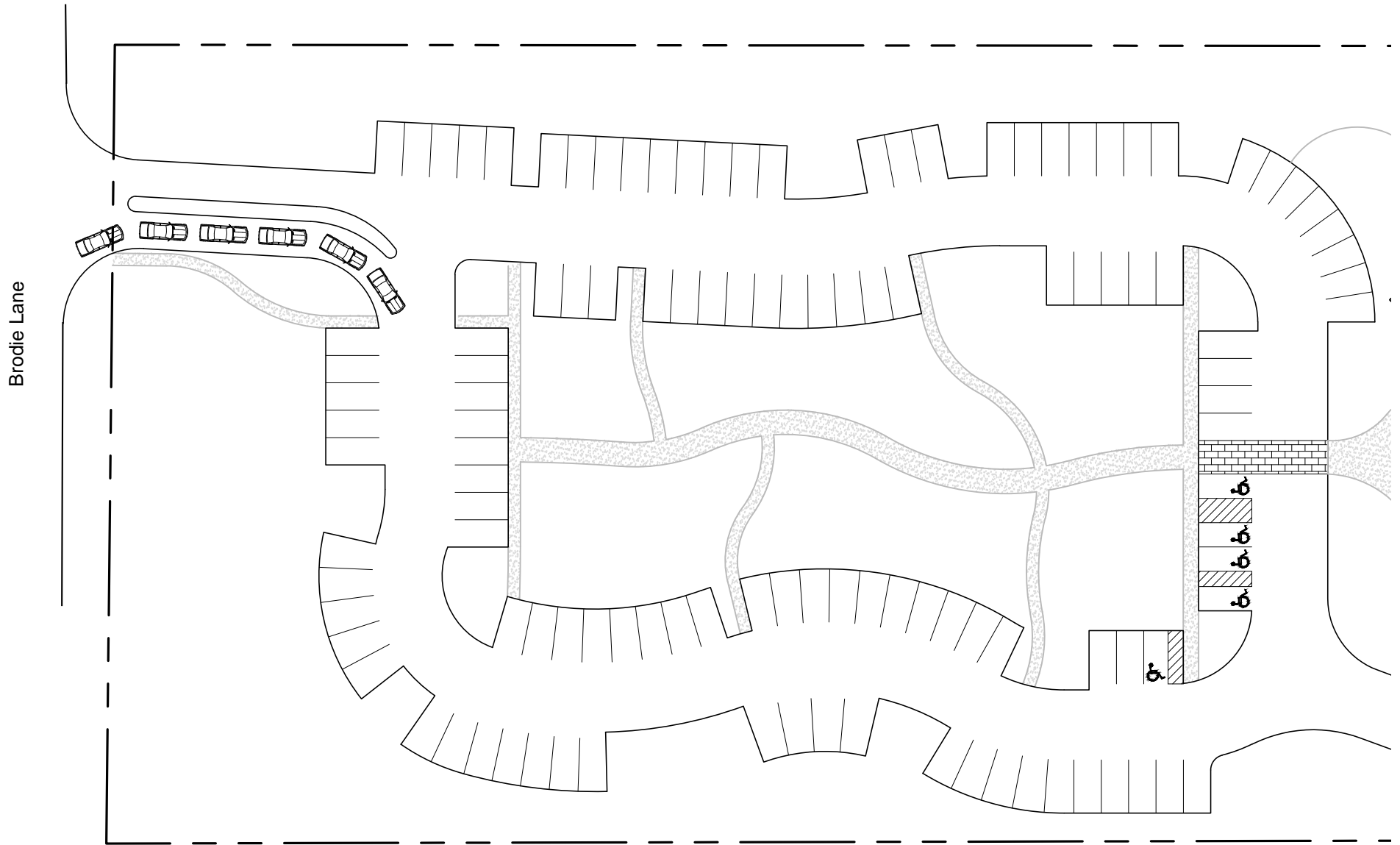
¹This table was populated utilizing the criteria set by the ITE Trip Generation Handbook defining when a rate is to be utilized versus an equation.



- Average Daily Traffic Volume**
- ▲ Up to 6,000 vehicles per day
 - ▲ 6,001 - 15,000
 - ▲ 15,001 - 30,000
 - ▲ 30,001 - 50,000
 - ▲ 50,001 - 100,000
 - ▲ More than 100,000 per day



Botanical Garden Cafe & Eatery
6405 Brodie Lane
Parking Field Layout



COUNCIL MEETING DATE: MARCH 8, 2022



CITY COUNCIL AGENDA ITEM #13

STAFF PREPARER/CONTACT INFORMATION: Sylvia Carrillo, City Administrator
scarrillo@sunsetvalley.org

COUNCIL SPONSOR: Mayor Bruner (mbruner@sunsetvalley.org)

SUBJECT: LAND DEVELOPMENT CODE/VARIANCE REQUEST

DESCRIPTION: Consider and act on a requested variance to Section 150.332 (H) Impervious Cover of the Land Development Code to allow for increased increase impervious cover from 18 percent to 26.8 percent and to exclude building eaves and water quality structures from the impervious cover calculation and Section 150.593 Parking Dimension Standard for the proposed botanical restaurant and eatery located at 6405 Brodie. (Mayor Bruner/Administration)

BACKGROUND:

The applicants are proposing a botanical garden and eatery to be located at 6405 Brodie Lane. In order to have the project come to fruition, the project must cross several legislative hurdles including a variance to Watershed Development Standards and Parking Dimensions.

The applicant is requesting an increase to impervious cover from 18% to 26.8% and also to exclude the building eaves and water quality structures from the total impervious cover calculation. This was a discussion point in the Townbridge development at 290 and Stearns.

Further, the applicant is requesting a variance to parking dimensions , to reduce the standard parking space length from 18.5 ft. to 17.5 ft. and to reduce the drive-aisle width from 26 ft. to 25 ft., with portions at 23 ft. wide where single-loaded parking is proposed.

As discussed by the City Engineer in the attached letter, the applicant has submitted a site plan with the required calculations as established in our Zoning Ordinance and other areas in the land development code, however, the final site plan will be determined at final plat. The council is being requested to make such a determination without the benefit of the final plat, however, the applicant is requesting such determination to have assurance as it moves into the final plat process before construction can commence. At final plat, exactions may need to occur and the applicant has been made aware that if council approves the variance, the final site plan and plat must not deviate from any authorized variances. See City Engineer letter for more information.

The variance authority lies solely with the Council. In order to consider the request, the Council must find that Section 150.323 of the Sunset Valley Land Development Code establishes five findings for Council approval of a Watershed Development variance. The applicants' requested variance fulfills each of these findings, as follows:

1. That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this chapter would deprive the applicant of the reasonable and economic use of his land.
2. That the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant.
3. That the granting of the variance will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area.
4. That the granting of the variance will not have the effect of preventing the orderly development of other land in the area in accordance with the provisions of this chapter.
5. That the proposal demonstrates water quality will be equal to or better than would have resulted had development proceeded without the variance.

STAFF RECOMMENDATION: Approve the variances as requested and allow staff to work thru the final plat. The final plat is also submitted to the City Council for approval.

DOCUMENTS PROVIDED:

- Applicant request
- City Engineer Letter

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

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512-435-2300

FACSIMILE 512-435-2360

MICHAEL J. WHELLAN
(512) 435-2320
mwhellan@abaustin.com

February 18, 2022

Via Email

Mayor and Council
3205 Jones Rd.
Sunset Valley, TX 78745

Re: Request for a variance from Section 150.332(H) impervious cover regulations for the botanical garden café and eatery project at 6405 Brodie Ln. (the "Property")

Dear Mayor, Mayor Pro Tem, and Members of the City Council:

On behalf of Gary McIntosh, Independent Executor of the Estate of Betty Grubbs (the "Owner") and the Trubiana Family and Vazquez Family (the "Applicants"), we respectfully request a variance to Section 150.332(H) of the Sunset Valley Land Development Code, to increase impervious cover from 18 percent to 26.8 percent and to exclude building eaves and water quality structures from the impervious cover calculation.

The Applicants are in the process of seeking the approvals needed to build and operate a botanical garden café and eatery at 6405 Brodie Ln. (the "Project"). This variance is necessary to build the Project's parking area, which the Applicants have carefully designed to serve two extremely important site needs. First, the requested impervious cover is critical to providing parking sufficient to serve the site's needs, making the Project economically viable, and protect the surrounding community from overflow. Second, the requested impervious cover is also critical to providing fire access to the core botanical garden area where the café and eateries are located, and to providing space for emergency responders to maneuver their vehicles.

The Applicants are bringing this variance forward after careful consideration and planning, and have requested the precise level of impervious cover needed for Project viability. Given this design's precision, even small changes would have a cascading impact on the overall layout, which would in turn damage the Project's viability.

In other words, strict compliance with Section 150.332(H) would drastically reduce the area available for on-site parking and fire access, causing an undue and prohibitive hardship that would effectively disallow the proposed use. Thus, we have requested a variance to increase allowable impervious cover to the 26.8 percent necessary to provide the needed on-site parking.

Case Background and Summary

The Applicants are in the process of seeking the approvals needed to build and operate a botanical garden café and eatery at 6405 Brodie Ln. (the “Project”).

The Project would serve as a peaceful outdoor community gathering place where Sunset Valley could relax and enjoy culturally diverse food and drinks, provided by local, women-owned businesses. To date, this vision has garnered extensive community support, including from 22 Sunset Valley residents (comprising 17 households) in the area closest to the Property.

City Council took the first step toward this vision on February 1, 2022 by approving the Applicants’ request to designate the Property for Neighborhood Commercial zoning. The purpose of this case was to establish a zoning right that would allow the Applicant to request a special use authorizing a botanical garden café and eatery on the Property. Ultimately, City Council will have full discretionary authority over final approval of the requested special use.

At that rezoning hearing, the Applicants presented a concept site plan and discussed additional variances and approvals that would be required in order to deliver on this vision. This requested impervious cover variance is the next step in that process.

Variance Authority

Section 150.323 of the Sunset Valley Land Development Code authorizes City Council to provide a variance from the City’s Watershed Development regulations, including impervious cover regulations.

This section vests Council with significant authority to determine “when, in its opinion, undue hardship will result from requiring strict compliance.” It further explicitly directs that Council “shall take into account the nature of the proposed use of the land involved, existing uses of land in the vicinity, and the probable effect of such variance upon traffic conditions and upon the public health, safety, convenience, and the welfare in the vicinity.”

As we will demonstrate, our requested variance is fully consistent with these provisions.

Variance Findings

Section 150.323 of the Sunset Valley Land Development Code establishes five findings for Council approval of a Watershed Development variance. The applicants’ requested variance fulfills each of these findings, as follows:

- 1. That there are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this chapter would deprive the applicant of the reasonable and economic use of his land.**

The Applicants are proposing a unique botanical garden café and eatery project that is consistent with the Comprehensive Plan, will generate meaningful new sales tax revenue for the City of Sunset Valley,

and will provide Sunset Valley residents with a quality commercial amenity where they can enjoy food and drinks with friends and family.

However, the special nature of this Project poses a key hardship that would make it infeasible without the requested variance, thus depriving the Applicants (and Sunset Valley residents) of this reasonable use. Specifically, the additional requested impervious cover is needed in order to provide for sufficient on-site parking and fire access, which is critical to the Project's feasibility and safety as well as to protecting the neighborhood from overflow parking.

This need is fully consistent with Section 150.323, which directs that Council, when considering impervious cover variances, "shall take into account the nature of the proposed use of the land involved, existing uses of land in the vicinity, and the probable effect of such variance upon traffic conditions and upon the public health, safety, convenience, and the welfare in the vicinity."

In this case, the Project's unique use as a botanical garden café and eatery ("the nature of the proposed use of the land involved") necessarily requires sufficient parking area in order to make the use economically viable, provide fire access, and keep the use contained on the site. This will protect surrounding residential areas ("existing uses of land in the vicinity") from the overflow parking that would otherwise occur, ensuring better traffic circulation and ensuring fire access ("the probable effect of such variance upon traffic conditions and upon the public health, safety, convenience, and the welfare in the vicinity").

Together, the Applicants have extensive experience in the food industry, with 34 years combined experience operating multiple successful businesses. They fully understand the critical need for providing sufficient parking and fire access, both for the success of the Project as well as for maintaining quality of life for the surrounding community. Based on this experience – and on research into other projects – they have determined that 127 parking spaces are necessary to serve the Project. This need, in turn, translates to the requested 26.8 percent impervious cover, with approval to exclude building eaves and water quality structures from the impervious cover calculation.

The parking area constitutes the vast majority of this requested 26.8 percent impervious cover: 22.4 percent is used for the parking area while the remaining 4.4 percent is used for the buildings, covered seating, and storage. Strict compliance with 18 percent impervious cover would cut the parking area nearly in half and reduce the on-site parking by over half. This would be untenable – both for the Applicants and the community – and would prevent the botanical garden café and eatery from moving forward.

As a result, strict compliance with Section 150.332(H) would drastically cut the parking area, reducing parking spaces and the area for fire access, causing an undue and prohibitive hardship that would effectively disallow the proposed use. We believe that these factors demonstrate that the requested impervious cover variance is both justified and appropriate.

2. That the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant.

This variance is necessary for the Applicants to exercise the zoning rights Council recently granted to allow them to seek a special use permit (subject to Council approval) to develop a botanical garden café and eatery.

At its February 1, 2022 meeting, City Council heard from the Applicants and the public regarding the Applicants' vision for the Project, including discussion of the variances that the Applicants intended to seek in order to achieve this vision. After this discussion, Council took the first step toward achieving this vision by approving a rezoning for the site to Neighborhood Commercial.

The purpose of this rezoning was to establish a zoning right by which the Applicants could request that the City Council approve restaurant and alcoholic beverage sales special uses. This is a meaningful and substantial zoning right that exists in only two of Sunset Valley's zoning districts (the other being Highway Commercial, which is limited to sites fronting Highway 290).

In other words, City Council has directly granted the Property a zoning right to seek, subject to Council's final approval, the special uses needed to open a botanical garden café and eatery. However, strict application of Section 150.332(H) would have a prohibitive impact on the Project, thus effectively nullifying this zoning right and precluding the Applicants' ability to exercise the needed special uses, even if Council were to grant them. As a result, a variance is necessary and appropriate.

3. That the granting of the variance will not be detrimental to the public health, safety, or welfare, or injurious to other property in the area.

This variance will *support* public health, safety, and welfare for other property in the area. Approving the variance will allow the Project, as proposed, to go forward, which in turn will lock in a number of critical benefits, including:

- **Improving Drainage from Existing Conditions.** The Property's existing single-family use currently drains in a way that affects adjacent lots. The Applicants' proposed stormwater management would actively improve this situation, utilizing detention strategies that produce a runoff rate 25 percent *lower* than existing conditions.
- **Improving Water Quality Outcomes.** The City of Sunset Valley requires new development to manage runoff in a way that removes pollutants and ensures water quality. The Applicants' proposed water quality plan would deliver water quality outcomes that go above and beyond the baseline that Sunset Valley requires.
- **Improving Environmental Outcomes.** The City of Sunset Valley also has certain requirements regarding tree mitigation and plantings. This Project – with its focus on embracing the natural environment – will provide a tree plan that is *16 times greater* than what Sunset Valley would otherwise require. The Project's environmental sensitivity will also help support robust biodiversity on the site. Additionally, providing sufficient on-site parking will help prevent patrons from "creating" their own parking in grassy areas, which would adversely impact tree root zones.
- **Protecting the Aquifer.** Providing sufficient parking by allowing for increased impervious cover helps protect our groundwater resources. The Project will treat stormwater runoff from the parking lot to the non-degradation standards of the City of Austin's Save Our Springs Initiative, as adopted by the City of Sunset Valley. These treatment requirements are substantially more protective of water quality than required by many jurisdictions, including the Texas Commission on Environmental Quality. Without the increase in impervious cover,

patrons, faced with insufficient parking, will “create” their own parking, typically in grassy areas that likely lack water quality facilities – potentially releasing automotive fluids and other hydrocarbon pollutants directly onto the ground. Providing sufficient parking will keep vehicles contained to the parking lot and to the water quality facilities that serve it.

- **Protecting the Community from Overflow Parking.** As noted, this variance will also directly allow the Applicant to provide full on-site parking, which will help meet the Project’s needs and protect the surrounding community from overflow parking.

4. That the granting of the variance will not have the effect of preventing the orderly development of other land in the area in accordance with the provisions of this chapter.

As discussed in Finding 3, approving this variance will allow a Project that provides better drainage, water quality, and environmental outcomes than what Sunset Valley otherwise requires. These superior outcomes will promote improved drainage for nearby property while also helping ensure continued access to clean water resources.

The variance will also directly allow full on-site parking, keeping the Project contained on the Property and helping protect other land in the area from overflow parking.

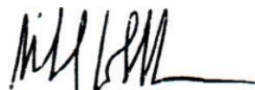
5. That the proposal demonstrates water quality will be equal to or better than would have resulted had development proceeded without the variance.

As discussed in Finding 3, the Project will provide *superior* water quality and stormwater detention than that which Sunset Valley would otherwise require, with a stormwater runoff rate that is 25 percent lower than *existing* conditions.

This improvement is part of a larger strategy in which the Applicants have gone above and beyond to integrate Sunset Valley’s natural environment directly into the Project, with extensive trees, raised garden beds, integrated water quality features, and natural habitat plantings.

We believe that this application has fully demonstrated that the requested variance is both justified and appropriate, and respectfully ask for your approval. Thank you for your consideration.

Very truly yours,



Michael J. Whellan

IMPERVIOUS COVER

Site Area	4.98 ac	
Buildings & Covered Porches	7,272 sf	3.4%
Covered Seating	1,920 sf	0.9%
Parking/Paved	48,576 sf	22.4%
Storage/Other	444 sf	0.2%
TOTAL	58,212 sf	26.8%
Eaves	3,226 sf	1.5%
Cistern Pads	450 sf	0.2%
TOTAL	61,888 sf	28.5%

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701-2744
512-435-2300

FACSIMILE 512-435-2360

MICHAEL J. WHELLAN
(512) 435-2320
mwhellan@abaustin.com

February 18, 2022

Via Email

City of Sunset Valley
3205 Jones Rd.
Sunset Valley, TX 78745

Re: Special use request for the botanical garden café and eatery project at 6405 Brodie Ln.

Dear Members of the Zoning Commission and the City Council of Sunset Valley:

On behalf of Gary McIntosh, Independent Executor of the Estate of Betty Grubbs (the "Owner") and the Trubiana Family and Vazquez Family (the "Applicants"), we respectfully request special uses for restaurant and alcoholic beverage sales at 6405 Brodie Ln. (the "Property").

The Applicants are in the process of seeking the approvals needed to build and operate a botanical garden café and eatery at the Property (the "Project"). The Project would serve as a peaceful outdoor community gathering place where Sunset Valley residents could relax and enjoy culturally diverse food and drinks, provided by local, women-owned businesses.

Earlier this year, the Applicants brought forward the first major approval for the Project: a request to designate the Property for Neighborhood Commercial zoning. The explicit purpose of this rezoning was to allow the Applicants to request the restaurant and alcoholic beverage sales special uses needed for the Project. Zoning Commission recommended this request and City Council ultimately approved it.

Now, with Neighborhood Commercial zoning in place on the Property, the Applicants are following through on their commitment to return to Zoning Commission and City Council with a request for the aforementioned special uses.

Additionally, based on discussion at Zoning Commission and at City Council, the Applicants have hired a traffic engineer to evaluate the Project, estimate traffic and circulation patterns, and provide a professional opinion regarding transportation design. The Applicants have fully

incorporated this study's findings into the Project's design. The traffic engineer's letter is attached for reference.

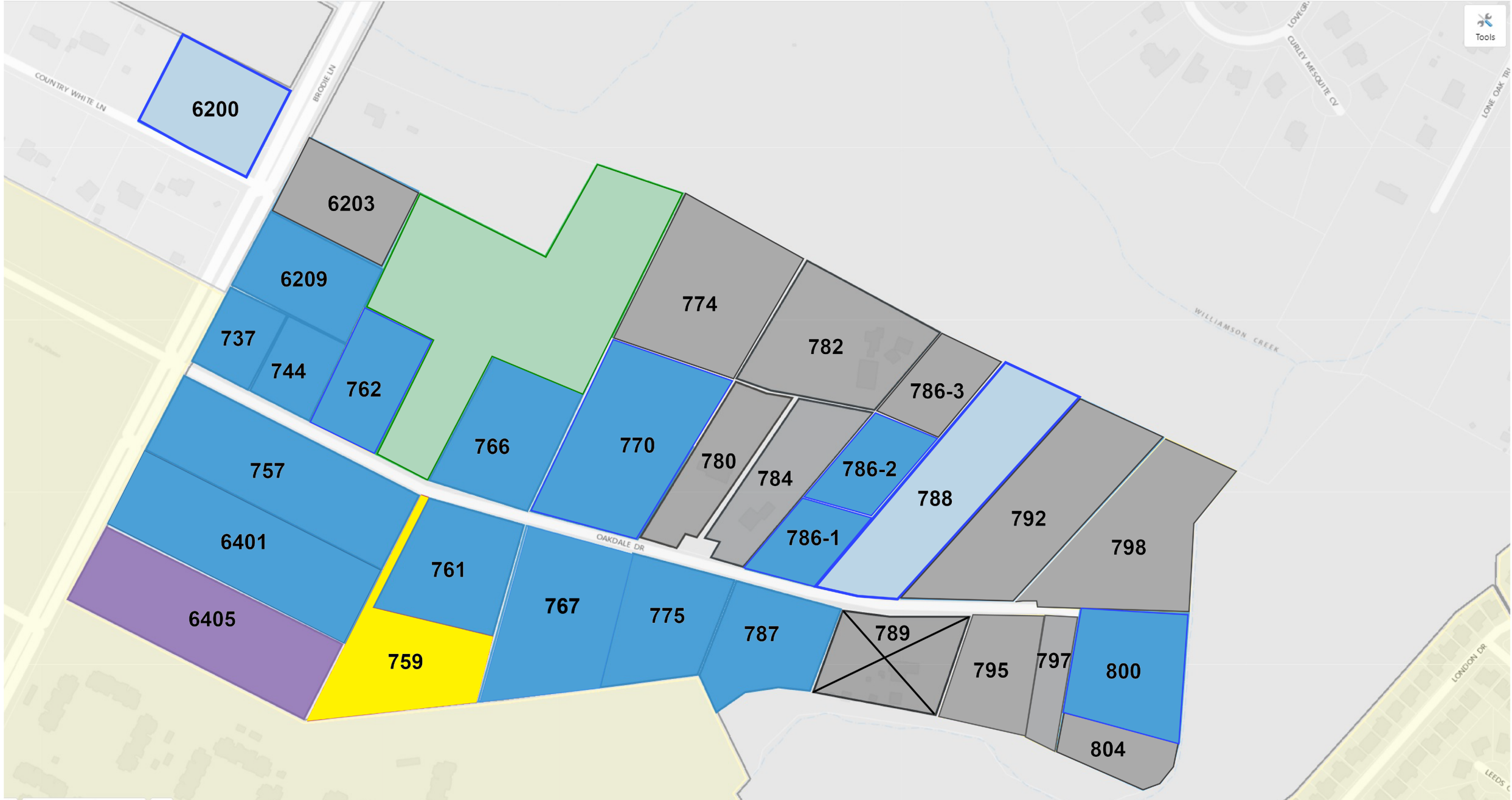
We appreciate the opportunity to bring this unique vision for a botanical garden café and eatery to Sunset Valley – and appreciate the extraordinary support the Project has garnered among Sunset Valley residents. We respectfully ask for your approval. Thank you for your consideration.

Very truly yours,

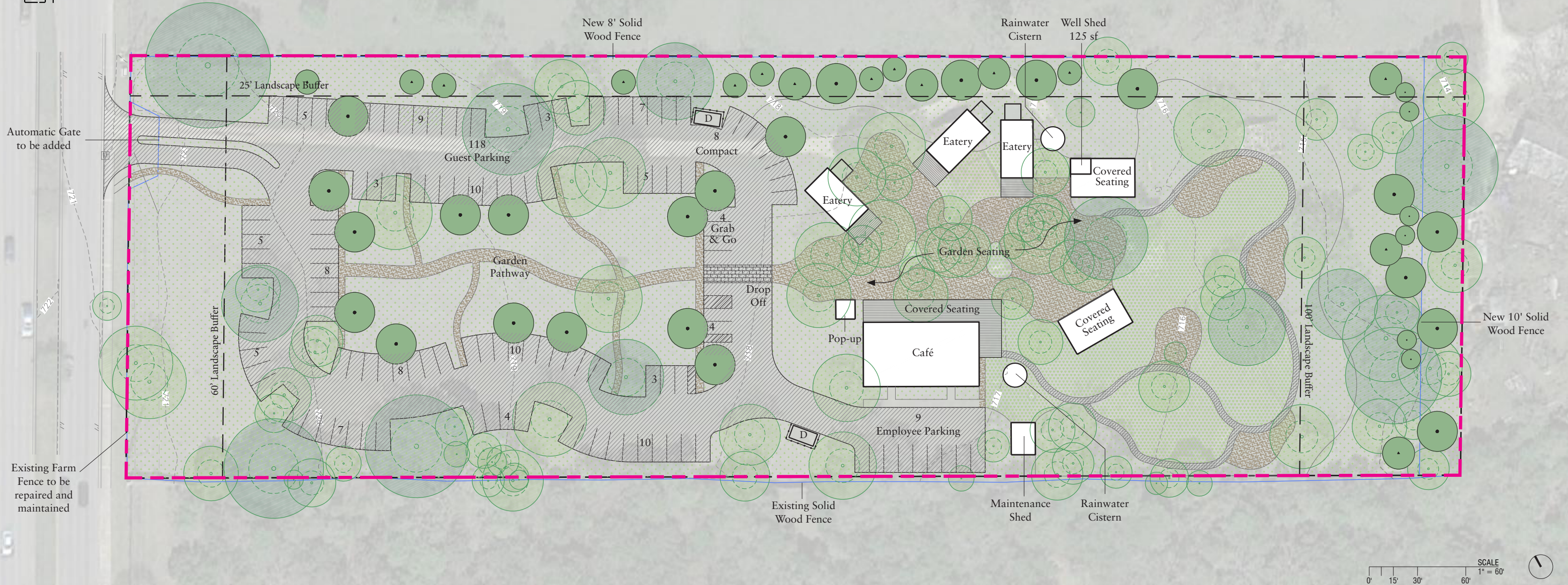
A handwritten signature in black ink, appearing to read "Michael J. Whellan", with a long horizontal flourish extending to the right.

Michael J. Whellan

Local Neighborhood Support



- Supports Project - Signature / Written Post
- Supports Project - Verbal
- Currently Opposed
- Project Site
- Nature Trails
- No Response
- Vacant / Abandoned Homesite



Proposed Site Plan

Impervious Coverage Calculations

Total Site Area	4.98 ac	
Impervious Coverage		
Buildings & Covered Porches	7,272 sf	3.4%
Covered Outdoor Seating	1,920 sf	0.9%
Parking/Paved Area	48,576 sf	22.4%
Storage/Other	444 sf	0.2%
TOTAL	58,212 sf	26.8%
Eaves	3,226 sf	1.5%
Cistern Pads	450 sf	0.2%
TOTAL	61,888 sf	28.5%

- Property Line
- Asphalt
- Decomposed Granite
- Botanical Garden
- Meadow
- Mown Meadow Path

- Proposed Tree
- Existing Trees
- Non-protected Tree (<10")
- Protected Tree (10"-23.9")
- Heritage Tree (24"+)

Michael Hsu
Office Of Architecture

CAMPBELL LANDSCAPE ARCHITECTURE

stansberry engineering co.

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

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MICHAEL J. WHELLAN
(512) 435-2320
mwhellan@abaustin.com

February 18, 2022

Via Email

Mayor and Council
3205 Jones Rd.
Sunset Valley, TX 78745

Re: Request for an adjustment to the parking dimension standards established in Section 150.593, for the botanical garden café and eatery project at 6405 Brodie Ln.

Dear Mayor, Mayor Pro Tem, and Members of the City Council:

On behalf of Gary McIntosh, Independent Executor of the Estate of Betty Grubbs (the “Owner”) and the Trubiana Family and Vazquez Family (the “Applicants”), we respectfully request an adjustment to Section 150.593 of the Sunset Valley Land Development Code, to reduce the standard parking space length from 18.5 ft. to 17.5 ft. and to reduce the drive-aisle width from 26 ft. to 25 ft., with portions at 23 ft. wide where single-loaded parking is proposed.

The Applicants have carefully designed the parking area to save existing heritage and protected trees, providing the space their root zones need to support healthy tree growth – a critical component of the overall vision of an environmentally sensitive site. In doing so they have also struck a careful balance between the competing needs of maintaining the lowest impervious cover possible while providing for sufficient on-site parking, thus protecting the surrounding community from overflow. Given this design’s precision, even small changes would have a cascading impact on the overall layout, which would in turn damage the Project’s viability.

The requested parking adjustments are critical to allowing the Applicant to deliver on the proposed design, preserving on-site trees, providing sufficient parking, and – critically – ensuring Project viability. The Applicants have narrowly tailored this request only to the adjustments truly needed to implement this design as proposed. Additionally, this design would *not* impact parking lot functionality or usability; it would fully ensure proper circulation by applying parking length and drive-aisle width standards currently utilized in the City of Austin.

Case Background and Summary

The Applicants are in the process of seeking the approvals needed to build and operate a botanical garden café and eatery at 6405 Brodie Ln. (the “Project”).

The Project would serve as a peaceful outdoor community gathering place where Sunset Valley could relax and enjoy culturally diverse food and drinks, provided by local, women-owned businesses. To date, this vision has garnered extensive community support, including from 22 Sunset Valley residents (comprising 17 households) in the area closest to the Property.

City Council took the first step toward this vision on February 1, 2022 by approving the Applicants' request to designate the Property for Neighborhood Commercial zoning. At that rezoning hearing, the Applicants presented a concept site plan and discussed additional variances and approvals that would be required in order to deliver on this vision. This requested parking adjustment is the next step in that process.

Parking Adjustment Rationale

Currently, Section 150.593 requires that parking spaces be 18.5 ft. in length and that drive aisles be 26 ft. in width. The Applicants request these standards be reduced to 17.5 ft. and 25 ft., respectively (the same standards utilized today in the City of Austin, with portions of the drive aisle reduced to 23 ft. in single-loaded parking areas to minimize impact to trees.

Section 150.593(L) of the Sunset Valley Land Development Code vests City Council with broad authority to adjust parking and loading design requirements "to provide improved design, usability, attractiveness, and protection to adjoining uses, in a manner equal to or greater than the specific requirements of this section."

The requested adjustments meet this criteria as follows:

- **Improving Design and Attractiveness.** The Project proposes full on-site parking with a design that preserves existing trees and includes a large interior green space with natural pedestrian walkways that lead patrons to the botanical garden café and eatery. This design fully embraces the natural environment, consistent with the Project's overall focus on Sunset Valley's natural habitat. The aforementioned parking dimension adjustments are needed to deliver on this vision, for two key reasons.

First, reducing the parking length and drive-aisle width will allow the Project to provide sufficient on-site parking while limiting the amount of impervious cover needed. This balance is discussed in greater detail in a related variance application that the Applicants have brought forward to request an increase in impervious cover to 26.8 percent (and to exclude building eaves and water quality structures from the impervious cover calculation). Compliance with current parking dimension requirements would require over 3,000 sf of impervious cover above what is currently shown. Without this adjustment, the Project would be forced to increase impervious cover to provide adequate on-site parking and protect the surround community from overflow.

Second, by reducing the requested dimensions and thus overall impervious cover, this parking design is able to provide additional space for tree root systems as the parking winds between a large number of mature trees. The Project includes an extensive tree planting plan that is 16 times greater than that which Sunset Valley would otherwise require. This tree plan and parking layout are core components of the Project's environmentally sensitive design and will beautify the existing space with shade for patrons across the site, including in the parking area. Protecting root systems are critical to ensuring healthy tree growth – and this design supports that goal by helping limit the amount of impervious cover on the Property.

For context, the adjusted drive-aisle width request *exceeds* Sunset Valley's own standard width requirements for public roadways, which have traffic volumes over what is expected for this parking lot. Section 150.298(K) of the Land Development Code requires local streets in Sunset Valley to be at least 20 ft. wide and for collector streets to be at least 24 ft. wide – in comparison to the 25 ft. requested for the Project's parking lot.

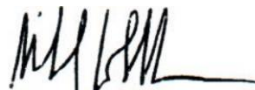
- **Protecting Adjoining Uses.** Approving the requested parking dimension adjustments will allow the Applicant to provide the sufficient on-site parking within the proposed impervious cover.

The Applicants have extensive experience in the food industry. Based on that experience – and from years of studying other outdoor projects – the Applicants have determined that the botanical garden café and eatery requires 127 parking spaces to fully protect the surrounding area from overflow parking while also ensuring the Project is economically viable. Approving these parking dimension adjustments will allow for the necessary on-site parking, keeping the Project contained on-site and safeguarding the community against the overflow that would likely otherwise occur.

- **Maintaining Usability.** At the same time, these parking dimension adjustments still maintain full functionality and usability. The Applicants have narrowly tailored this request only to adjust standards needed to implement the design described above – and to do so in a way that utilizes alternative standards that are appropriate and proven. In this case, the Applicants have selected alternative standards for parking length (17.5 ft.) and drive-aisle width (25 ft.) that match those used by the City of Austin and reflect only a modest adjustment to Sunset Valley's regular standards.
- **Protecting the Environment.** The reduced parking dimensions allow for more parking spaces, sufficient to meet the Project's needs, without excess impervious cover. Providing sufficient on-site parking helps protect groundwater resources and trees by keeping vehicles contained to the parking lot and to the water quality facilities that serve it. When a location offers insufficient parking, customers sometimes park in grassy areas which often lack water quality treatment of stormwater, potentially releasing automotive fluids directly onto the ground. In addition, many of these grassy areas are adjacent to trees whose root zones would be impacted from the parking. By ensuring sufficient on-site parking, the requested adjustment will help keep vehicles contained to the parking lot and away from grassy areas and tree root zones.

We believe that this application has fully demonstrated that the requested adjustment is both justified and appropriate, and respectfully ask for your approval. Thank you for your consideration.

Very truly yours,



Michael J. Whellan



BOE Consulting Services, LLC.
 9901 Brodie Lane 160-303, Austin, Texas 78748

February 17, 2022

Attention: Ms. Blayne Stansberry, P.E.
 Stansberry Engineering
 P.O. Box 132
 Manchaca, Texas 78652

Dear Ms. Stansberry,

Reference: 6405 Brodie Lane – Sunset Valley, Travis County, Texas

The following letter provides a summary of the traffic evaluation that we have performed for the proposed Botanical Garden Café and Eatery to be located at 6405 Brodie Lane in Sunset Valley, Travis County, Texas. We have evaluated the proposed development’s anticipated trip generation, access, and general traffic operations.

TRIP GENERATION

The proposed development will provide neighbors a unique opportunity to gather in a location that is enriched by a green setting to enjoy local eateries in a park like setting. The development is planned to include three (3) permanent structures that will consist of kitchen’s only serving food, two detached/covered seating areas, and a café that will serve beverages and provide additional seating. The trip generation for this development has been evaluated utilizing the latest version of the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition. Based on the standard definitions of land uses per the ITE Trip Generation Manual, the Fast Casual Restaurant IET land use has been utilized for this evaluation. The ITE definition and other backup materials have been included as an attachment to this letter for reference. **Table 1**, below, provides a summary of the trip generation which is based on the land use and density of the development:

Table 1 - Unadjusted Trip Generation Summary

ITE Code	ITE Land Use	Size		24-Hour Daily Volume	AM Peak Hour			PM Peak Hour		
					Enter	Exit	Total	Enter	Exit	Total
930	Fast Casual Restaurant	9,067	s.f.	881	6	6	13	63	51	114
Total Proposed Trips				881	6	6	13	63	51	114

The 24-Hour Daily Volume is defined as the total trips entering and exiting the site over a 24-hour period. As can be seen in **Table 1** above, 441 trips would enter the site and 440 trips would exit the site over a 24-hour period. The AM Peak Hour is defined as 7-9am and the PM Peak Hour is defined as 4-6pm. Otherwise known as rush hour traffic.

SITE ACCESS

Access to the site will be achieved via one (1) site driveway to Brodie Lane at the northern edge of the property limits. In order to minimize operational delays along Brodie Lane, it is recommended to limit access to one driveway. When more driveways are introduced, more delay can be introduced to the through-put volumes along Brodie Lane. Additionally, as there is a raised median within Brodie Lane, the access will be restricted to right-in/right-out movements. A median break is not recommended for this driveway access as access management is important to the Brodie Lane corridor which is evident with median breaks provided in key locations. This development has proposed one driveway which is the most effective design from a traffic operations perspective. Since there is only one point of access, the throat depth of the driveway has been lengthened beyond code minimum to approximately 100' to allow for vehicles turning in from Brodie Lane to have storage internal to the property which further reduces the potential for impacts to Brodie Lane.

PARKING

Looking to the interior of the development, the parking field layout has been designed such that it allows for an efficient counterclockwise directional flow. The majority of the drive aisles are proposed to be 25 feet which allows for fluid traffic flow through the parking field. Further, the number of parking spaces provided balances the need to meet the anticipated demand with the with the environment in mind. Landscape islands have been provided which accommodate the preservation of trees and natural vegetation, and a large garden pathway is preserved in the middle of the parking loop.

TRIP DISTRIBUTION

From an overall traffic distribution perspective, we have assumed that patrons of this site will access the site utilizing US 290 to Brodie Lane, US 290 to Mopac, Mopac to William Cannon Dr, William Cannon to Brodie Lane. A summary of the potential directional traffic patterns is provided below:

- To/From the North

- Traveling from north Brodie Lane, a patron would travel southbound along Brodie Lane to the median break located at the HEB's northern driveway along Brodie Lane to perform a U-Turn movement, then travel north to turn right into the site driveway. There is a median break located at Allegro Lugar Street; however, a left-turn bay does not exist within the median; therefore, u-turns should not be allowed in this location. This is a similar restriction of movement to the various median breaks further north along the main retail corridor of Brodie Lane within Sunset Valley. Those traveling from the general north direction are more likely to utilize Mopac to travel south, exit William Cannon Drive to then get to Brodie Lane and turn right into the site.
- Leaving the development to travel back towards north Brodie Lane, a patron would simply turn right out of the site and continue northbound along Brodie Lane.

- To/From the South

- Traveling from south Brodie Lane, a patron would travel northbound along Brodie Lane and turn right into the site.
- Leaving the development to travel back towards south Brodie Lane, a patron would be required to turn right and travel north along Brodie Lane to the intersection of Brodie Lane and Ben Garza Lane which is a signalized intersection. A U-Turn would then be performed in order to continue traveling southbound along Brodie Lane.

With our distribution assumption and the estimated trip generation identified in Table 1, of the 63 entering trips 31 trips would be coming from north Brodie Lane and 31 trips would be coming from south Brodie Lane during the PM Peak Hour. Based on the ESRI traffic data maps which are dated December 7, 2021, traffic volumes along Brodie Lane just north of William Cannon Drive reflected 31,330 Average Daily Trips (ADT's). Comparing the estimated daily trips of the proposed development to the total volume of traffic captured in 2021, the proposed development accounts for approximately 2.7 percent of the total traffic volumes traveling along Brodie Lane. We have included the traffic data map from ESRI as an attachment to this letter.

Upon completion of our evaluation, we believe that the proposed development will have a negligible impact on the roadway system, and the access proposed will further limit any impacts to Brodie Lane. We appreciate your review of our evaluation, and please feel free to contact us should you have any questions or need any additional information.

Sincerely,

BOE Consulting Services, LLC



Bobak J. Tehrany, P.E.

President

Phone: 512.632.7509

bobak@bo-engineering.com

02/17/2022



Land Use: 930

Fast Casual Restaurant

Description

A fast casual restaurant is a sit-down restaurant with no (or very limited) wait staff or table service. A customer typically orders off a menu board, pays for food before the food is prepared, and seats themselves. The menu generally contains higher-quality, made-to-order food items with fewer frozen or processed ingredients than at a fast-food restaurant. Most patrons eat their meal within the restaurant, but a significant proportion of the restaurant sales can be carry-out orders. A fast casual restaurant typically serves lunch and dinner; some serve breakfast. A typical duration of stay for an eat-in customer is 40 minutes or less. Fine dining restaurant (Land Use 931), high-turnover (sit-down) restaurant (Land Use 932), and fast-food restaurant without drive-through window (Land Use 933) are related uses.

Additional Data

The fast casual restaurant study sites included in this land use did not have a drive-through window.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 2010s in Minnesota, South Carolina, Washington, and Wisconsin.

Source Numbers

861, 869, 939, 959, 962, 1048

6405 BRODIE LANE
TRIP GENERATION RATE/EQUATION TABLE

ITE Trip Generation Manual 11th Edition - Rate/Equation Table*

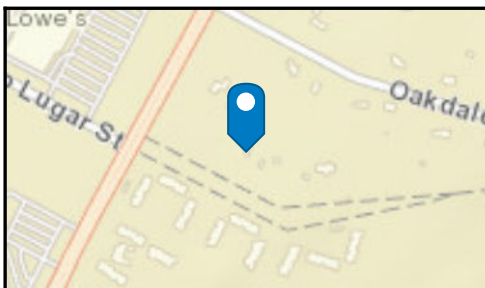
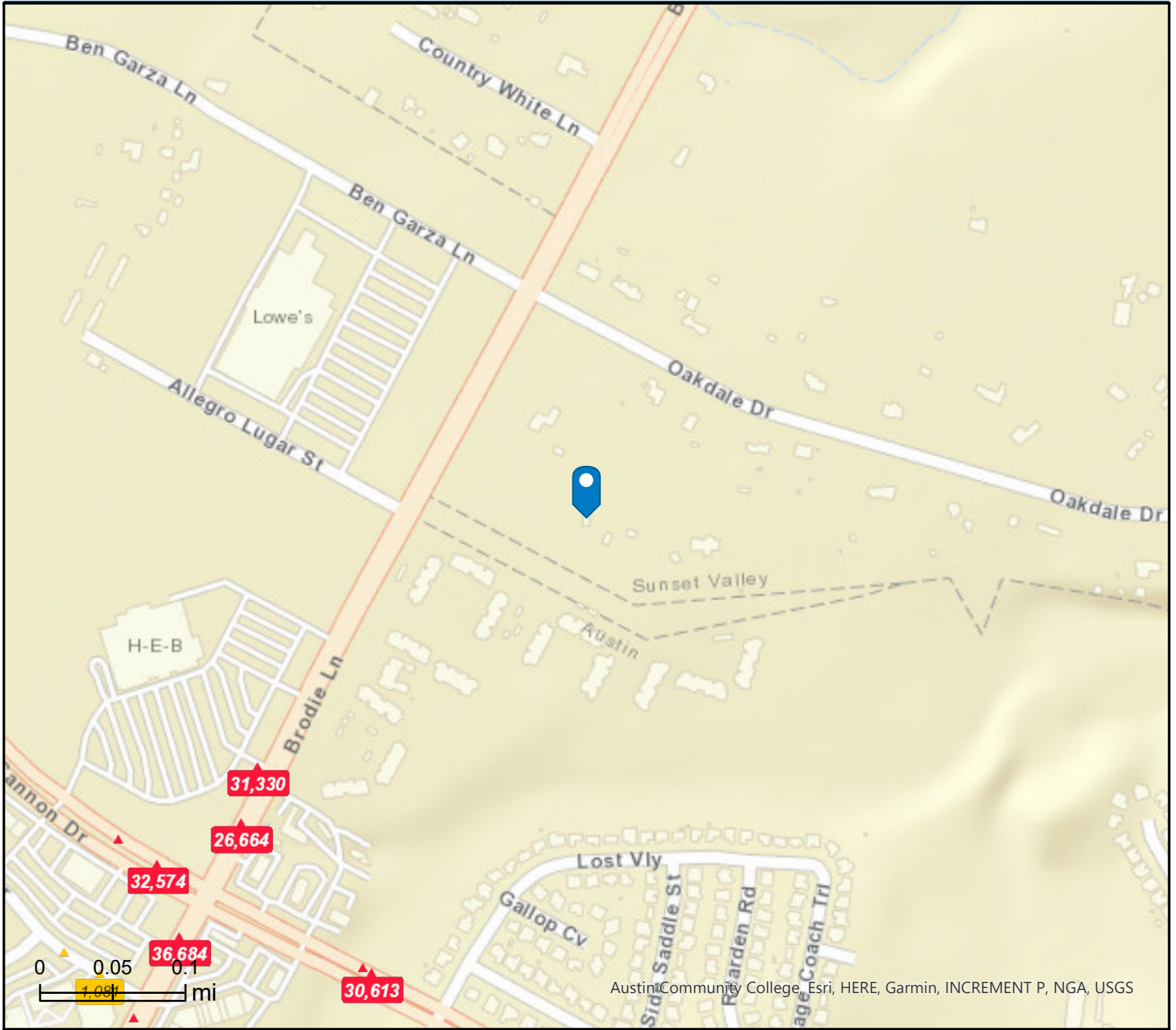
ITE Code	Land Use	Variable	24-Hour Daily Volume Rate or Eq	AM Peak Hour			PM Peak Hour		
				% Ent	% Ext	Rate or Eq	% Ent	% Ext	Rate or Eq
930	Fast Casual Restaurant	S.F	97.14	50%	50%	1.43	55%	45%	12.55

6405 BRODIE
TRIP GENERATION SUMMARY

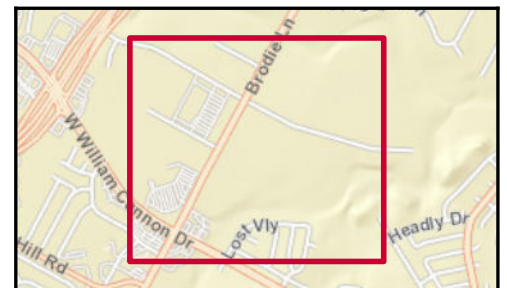
SUMMARY OF UNADJUSTED TRIP GENERATION

ITE Code	ITE Land Use Description	Size		24-Hour Two-Way Volume	AM Peak Hour			PM Peak Hour		
					Enter	Exit	Total	Enter	Exit	Total
930	Fast Casual Restaurant	9,067	s.f	881	6	6	13	63	51	114
Total Proposed Development				881	6	6	13	63	51	114

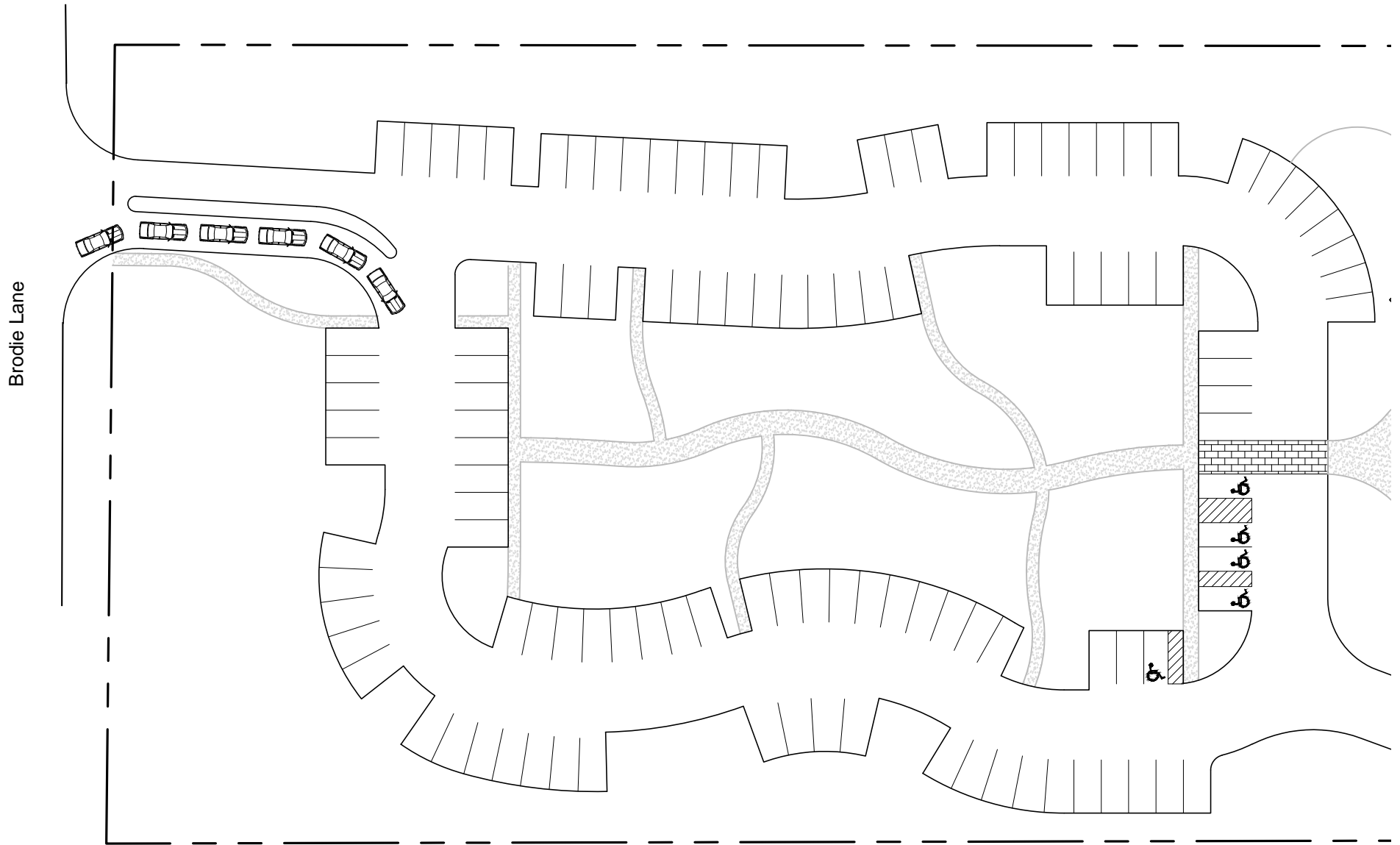
¹This table was populated utilizing the criteria set by the ITE Trip Generation Handbook defining when a rate is to be utilized versus an equation.



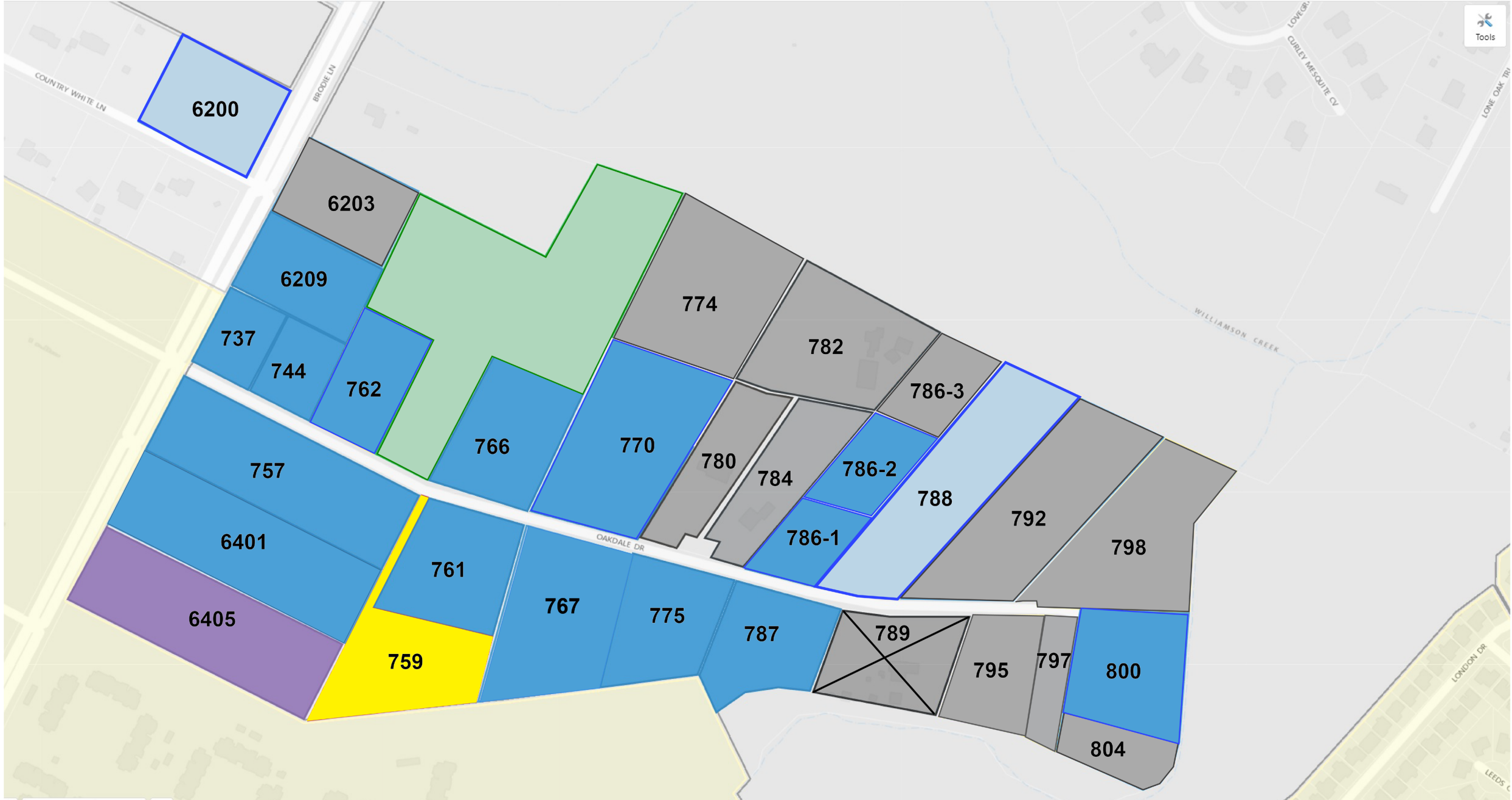
- Average Daily Traffic Volume**
- ▲ Up to 6,000 vehicles per day
 - ▲ 6,001 - 15,000
 - ▲ 15,001 - 30,000
 - ▲ 30,001 - 50,000
 - ▲ 50,001 - 100,000
 - ▲ More than 100,000 per day



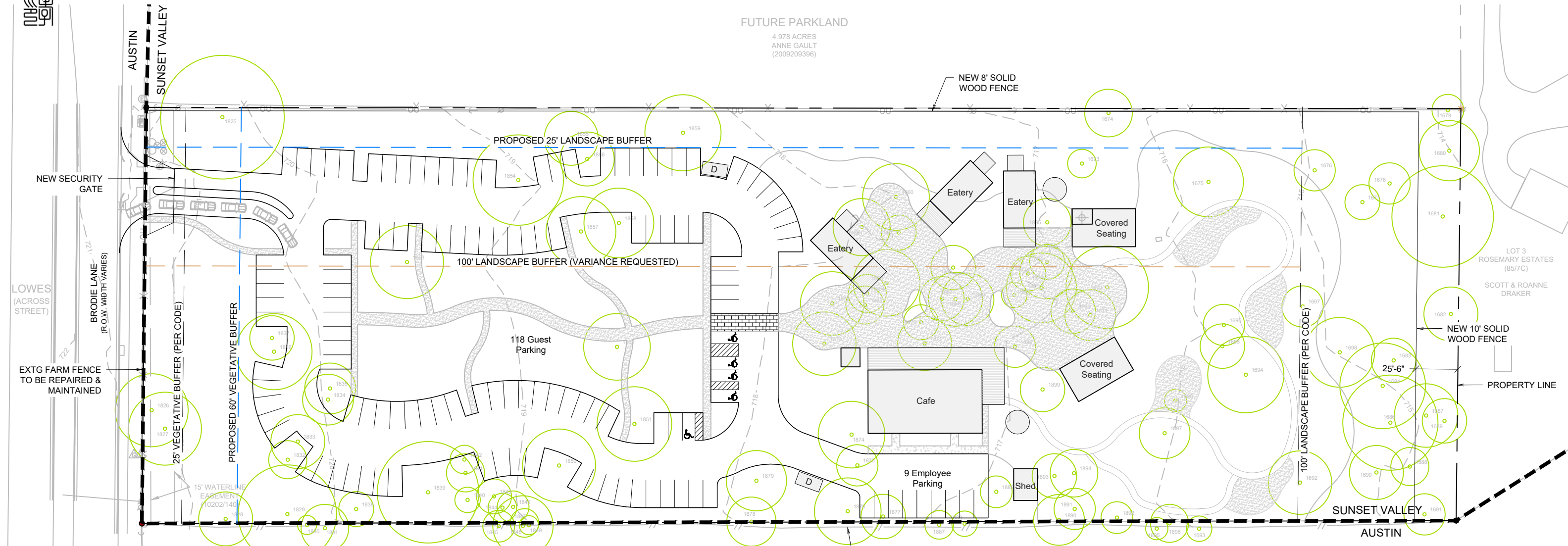
Botanical Garden Cafe & Eatery
6405 Brodie Lane
Parking Field Layout



Local Neighborhood Support



- Supports Project - Signature / Written Post
- Supports Project - Verbal
- Currently Opposed
- Project Site
- Nature Trails
- No Response
- Vacant / Abandoned Homesite



TREE INDEX

1671	PO 16	1694	PO 24	1842	CE 9	1864	PO 12	1886	CE 13
1672	CE 26	1695	CE 14	1843	CE 11	1865	PO 12	1887	CE 9
1673	PO 9	1696	PO 13	1844	CE 9	1866	PO 14	1888	CE 8
1674	PO 15	1697	CE 13	1845	CE 10	1867	PO 14	1889	PO 10
1675	PO 15 14	1698	PO 15 14	1846	CE 10	1868	CE 17	1890	PO 16
1676	PO 13	1825	LO 28 22	1847	CDR 9	1869	CE 12 9	1891	PO 13
1677	PO 11	1826	PO 23	1848	PO 19	1870	PO 8 6	1892	CE 10
1678	CE 13	1827	PO 23	1849	CDR 6	1871	PO 17	1893	PO 14
1679	CDR 8 4	1828	CDR 10 4 4 3 3	1850	PO 23	1872	PO 20	1894	PO 15
1680	PO 19	1829	LO 18 14 12	1851	CE 14 11 8	1873	PO 20	1895	CDR 7
1681	PO 14 14 10 12	1830	CDR 6	1852	CE 21	1874	PO 21	1896	CDR 12
1682	PO 17	1831	LO 10 10	1853	PO 23	1875	LO 13	1897	PO 16
1683	PO 14	1832	PO 12	1854	CE 20 17	1876	LO 14 14	1898	CDR 7
1684	PO 16 12 10	1833	PO 17	1855	CE 17	1877	LO 14	1899	PO 14
1686	CE 25 10	1834	PO 16	1856	CE 17	1878	CDR 8 5 4 3 3	1900	CE 14
1687	PO 20	1835	PO 16	1857	PO 22	1879	PO 19		
1688	PO 12	1836	PO 16 16	1858	PO 22	1880	CE 8		
1689	PO 14	1837	PO 14	1859	PO 24	1881	CE 15 14		
1690	PO 17	1838	LO 11	1860	PO 21	1882	PO 11		
1691	CE 13	1839	LO 32	1861	CE 18	1883	PO 11 11		
1692	PO 20	1840	CE 8	1862	PO 11	1884	PO 11		
1693	CE 8	1841	CE 12	1863	PO 14 14	1885	PO 15		

CDR = CEDAR
CE = CEDAR ELM
LO = LIVE OAK
PO = POST OAK

39.673 ACRES
CPF RIVER
OAKS AUSTIN, LLC
(2015111166)

EXISTING SOLID WOOD FENCE

THE PARK ON BRODIE LANE
290 APARTMENTS, 3 STORY BUILDINGS

IMPERVIOUS COVER

Site Area	4.98 ac	
Buildings & Covered Porches	7,272 sf	3.4%
Covered Seating	1,920 sf	0.9%
Parking/Paved	48,576 sf	22.4%
Storage/Other	444 sf	0.2%
TOTAL	58,212 sf	26.8%

PARKING

Required	42 spaces
Provided	127 spaces

Eaves	3,226 sf	1.5%
Cistern Pads	450 sf	0.2%
TOTAL	61,888 sf	28.5%



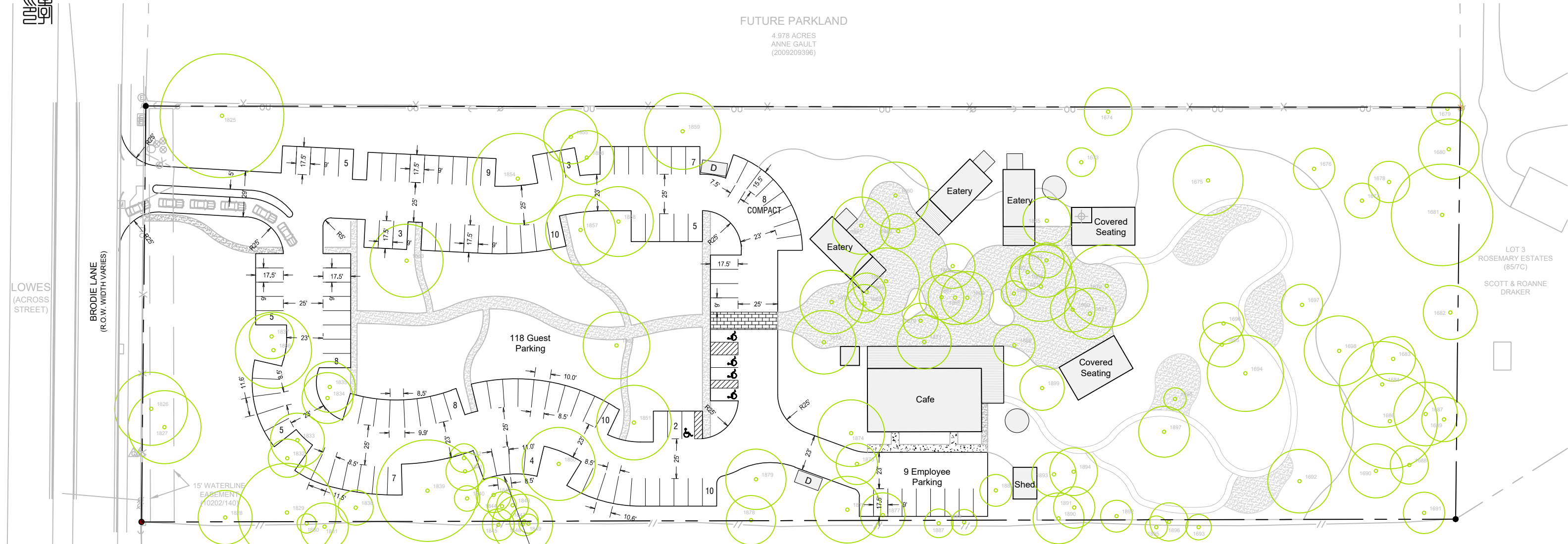
TREE INDEX

1671	PO 16	1694	PO 24	1842	CE 9	1864	PO 12	1886	CE 13
1672	CE 26	1695	CE 14	1843	CE 11	1865	PO 12	1887	CE 9
1673	PO 9	1696	PO 13	1844	CE 9	1866	PO 14	1888	CE 8
1674	PO 15	1697	CE 13	1845	CE 10	1867	PO 14	1889	PO 10
1675	PO 15 14	1698	PO 15 14	1846	CE 10	1868	CE 17	1890	PO 16
1676	PO 13	1825	LO 28 22	1847	CDR 9	1869	CE 12 9	1891	PO 13
1677	PO 11	1826	PO 23	1848	PO 19	1870	PO 8 6	1892	CE 10
1678	CE 13	1827	PO 23	1849	CDR 6	1871	PO 17	1893	PO 14
1679	CDR 8 4	1828	CDR 10 4 4 3 3	1850	PO 23	1872	PO 20	1894	PO 15
1680	PO 19	1829	LO 18 14 12	1851	CE 14 11 8	1873	PO 20	1895	CDR 7
1681	PO 14 14 10 12	1830	CDR 6	1852	CE 21	1874	PO 21	1896	CDR 12
1682	PO 17	1831	LO 10 10	1853	PO 23	1875	LO 13	1897	PO 16
1683	PO 14	1832	PO 12	1854	CE 20 17	1876	LO 14 14	1898	CDR 7
1684	PO 16 12 10	1833	PO 17	1855	CE 17	1877	LO 14	1899	PO 14
1686	CE 25 10	1834	PO 16	1856	CE 17	1878	CDR 8 5 4 3 3	1900	CE 14
1687	PO 20	1835	PO 16	1857	PO 22	1879	PO 19		
1688	PO 12	1836	PO 16 16	1858	PO 22	1880	CE 8		
1689	PO 14	1837	PO 14	1859	PO 24	1881	CE 15 14		
1690	PO 17	1838	LO 11	1860	PO 21	1882	PO 11		
1691	CE 13	1839	LO 32	1861	CE 18	1883	PO 11 11		
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1693	CE 8	1841	CE 12	1863	PO 14 14	1885	PO 15		

CDR = CEDAR
 CE = CEDAR ELM
 LO = LIVE OAK
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IMPERVIOUS COVER

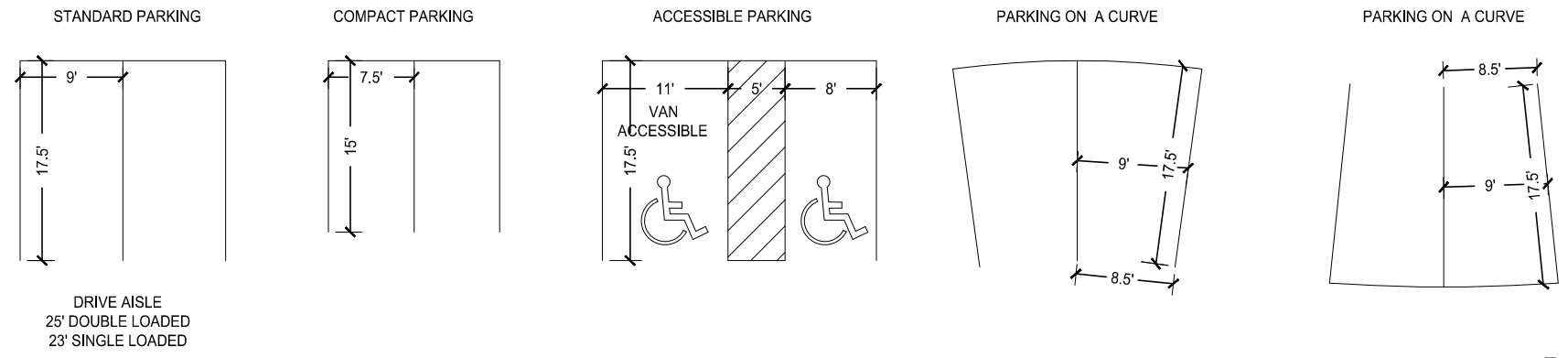
Site Area	4.98 ac	
Buildings	3,266 sf	1.5%
Eaves	533 sf	0.2%
Concrete & Sidewalk	578 sf	0.3%
Driveway	9,438 sf	4.4%
TOTAL	13,815 sf	6.4%



Michael Hsu
Office Of Architecture

CAMPBELL LANDSCAPE ARCHITECTURE

stansberry engineering co.



TYPICAL PARKING SPACE DIMENSIONS
NOT TO SCALE

BOTANICAL GARDEN CAFE & EATERY
6405 BRODIE LANE
PARKING DIMENSIONS



Michael Hsu
Office Of Architecture

CAMPBELL LANDSCAPE ARCHITECTURE

stansberry engineering co.

BOTANICAL GARDEN CAFE & EATERY

6405 BRODIE LANE

PRELIMINARY STORMWATER PLAN - DRAFT UPDATED

STORMWATER POLLUTANT CALCULATIONS
ENVIRONMENTAL CRITERIA MANUAL SAVE OUR SPRINGS INITIATIVE
REQUIREMENTS FOR 100% NON DEGRADATION

EXISTING SITE AREA

Existing Pollutant Load, $L_{EX} = C_{EX} * V_{EX} * A_n * CF$

Drainage Area, A_n	2.50 ac
Base Impervious Cover, IC_B	12.2 %
Annual Runoff Volume, V_{EX}	3.14 in/yr, Table 1-9

Pollutant	Pollutant Concentration, C_{EX} Table 1-10	Conversion Factor, CF	Pollutant Load, L_{EX}
COD	47.0 mg/L	0.2267	84 lb/yr
E. Coli	25000 CFU/100 mL	1.0279	201877 CFU/yr
Pb	0.006 mg/L	0.2267	0.01 lb/yr
TN	2.22 mg/L	0.2267	4.0 lb/yr
TOC	13.03 mg/L	0.2267	23 lb/yr
TP	0.40 mg/L	0.2267	0.7 lb/yr
TSS	166 mg/L	0.2267	296 lb/yr
Zn	0.03 mg/L	0.2267	0.05 lb/yr

DRAINAGE AREA 3 - DEVELOPED

Developed Pollutant Load, $L_D = C_D * V_D * A_n * CF$

Drainage Area, A_n	0.19 ac
Impervious Cover, IC_D	100.0 %
Annual Runoff Volume, V_D	22.91 in/yr, Table 1-9

Stormwater Control	Drainage Area	Impervious Cover Captured, ac	Treatment Efficiency
North Retention/Irrigation	0.70	0.54	
South Retention/Irrigation	0.67	0.48	
Cistern	0.19	0.19	95
Vegetated Filter	0.94	0.14	
Total	2.50	1.34	95

Pollutant	Pollutant Concentration, C_D Table 1-10	Conversion Factor, CF	Pollutant Load, L_D	Developed Treated Pollutant Load
COD	105.5 mg/L	0.2267	103 lb/yr	5 lb/yr
E. Coli	25000 CFU/100 mL	1.0279	111069 CFU/yr	5553 CFU/yr
Pb	0.048 mg/L	0.2267	0.05 lb/yr	0.00 lb/yr
TN	2.22 mg/L	0.2267	2.2 lb/yr	0.1 lb/yr
TOC	13.03 mg/L	0.2267	13 lb/yr	0.6 lb/yr
TP	0.40 mg/L	0.2267	0.4 lb/yr	0.02 lb/yr
TSS	166 mg/L	0.2267	163 lb/yr	8 lb/yr
Zn	0.21 mg/L	0.2267	0.20 lb/yr	0.01 lb/yr

DRAINAGE AREA 1 - DEVELOPED

Developed Pollutant Load, $L_D = C_D * V_D * A_n * CF$

Drainage Area, A_n	0.70 ac
Impervious Cover, IC_D	77.1 %
Annual Runoff Volume, V_D	17.33 in/yr, Table 1-9

Stormwater Control	Drainage Area	Impervious Cover Captured, ac	Treatment Efficiency
North Retention/Irrigation	0.70	0.54	
South Retention/Irrigation	0.67	0.48	
Cistern	0.19	0.19	95
Vegetated Filter	0.94	0.14	
Total	2.50	1.34	95

Pollutant	Pollutant Concentration, C_D Table 1-10	Conversion Factor, CF	Pollutant Load, L_D	Developed Treated Pollutant Load
COD	90.3 mg/L	0.2267	247 lb/yr	12 lb/yr
E. Coli	25000 CFU/100 mL	1.0279	309704 CFU/yr	15485 CFU/yr
Pb	0.028 mg/L	0.2267	0.08 lb/yr	0.00 lb/yr
TN	2.22 mg/L	0.2267	6.1 lb/yr	0.3 lb/yr
TOC	13.03 mg/L	0.2267	36 lb/yr	1.8 lb/yr
TP	0.40 mg/L	0.2267	0.05 lb/yr	0.05 lb/yr
TSS	166 mg/L	0.2267	454 lb/yr	23 lb/yr
Zn	0.13 mg/L	0.2267	0.35 lb/yr	0.02 lb/yr

UNTREATED REMAINDER OF SITE AREA - DEVELOPED

Developed Pollutant Load, $L_D = C_D * V_D * A_n * CF$

Drainage Area, A_n	2.47 ac
Impervious Cover, IC_D	0.0 %
Annual Runoff Volume, V_D	1.18 in/yr, Table 1-9

Stormwater Control	Drainage Area	Impervious Cover Captured, ac	Treatment Efficiency
North Retention/Irrigation	0.58	0.43	
South Retention/Irrigation	0.55	0.37	
Vegetated Filter	1.38	0.24	
Untreated	2.47	0	0
Total	4.98	1.04	0

Pollutant	Pollutant Concentration, C_D Table 1-10	Conversion Factor, CF	Pollutant Load, L_D	Developed Treated Pollutant Load
COD	38.9 mg/L	0.2267	26 lb/yr	26 lb/yr
E. Coli	25000 CFU/100 mL	1.0279	74898 CFU/yr	74898 CFU/yr
Pb	0.00 mg/L	0.2267	0.00 lb/yr	0.00 lb/yr
TN	2.22 mg/L	0.2267	1.5 lb/yr	1.5 lb/yr
TOC	13.03 mg/L	0.2267	9 lb/yr	8.6 lb/yr
TP	0.40 mg/L	0.2267	0.3 lb/yr	0.26 lb/yr
TSS	166 mg/L	0.2267	110 lb/yr	110 lb/yr
Zn	0.02 mg/L	0.2267	0.02 lb/yr	0.02 lb/yr

DRAINAGE AREA 2 - DEVELOPED

Developed Pollutant Load, $L_D = C_D * V_D * A_n * CF$

Drainage Area, A_n	0.67 ac
Impervious Cover, IC_D	71.3 %
Annual Runoff Volume, V_D	15.93 in/yr, Table 1-9

Stormwater Control	Drainage Area	Impervious Cover Captured, ac	Treatment Efficiency
North Retention/Irrigation	0.70	0.54	
South Retention/Irrigation	0.67	0.48	
Cistern	0.19	0.19	95
Vegetated Filter	0.94	0.14	
Total	2.50	1.34	95

Pollutant	Pollutant Concentration, C_D Table 1-10	Conversion Factor, CF	Pollutant Load, L_D	Developed Treated Pollutant Load
COD	86.4 mg/L	0.2267	209 lb/yr	10 lb/yr
E. Coli	25000 CFU/100 mL	1.0279	274333 CFU/yr	13717 CFU/yr
Pb	0.024 mg/L	0.2267	0.06 lb/yr	0.00 lb/yr
TN	2.22 mg/L	0.2267	5.4 lb/yr	0.3 lb/yr
TOC	13.03 mg/L	0.2267	32 lb/yr	1.6 lb/yr
TP	0.40 mg/L	0.2267	1.0 lb/yr	0.05 lb/yr
TSS	166 mg/L	0.2267	402 lb/yr	20 lb/yr
Zn	0.11 mg/L	0.2267	0.27 lb/yr	0.01 lb/yr

SUMMARY

Existing Pollutant Load

Drainage Area, A_n	2.50 ac
Base Impervious Cover, IC_B	0.30 ac

Pollutant	EXTG	TOTAL RUNOFF POLLUTANT LOAD
COD	84	84 lb/yr
E. Coli	201,877	201,877 CFU/yr
Pb	0.010 lb/yr	0.0102 lb/yr
TN	4.0	4.0 lb/yr
TOC	23.2	23 lb/yr
TP	0.71 lb/yr	0.71 lb/yr
TSS	296	296 lb/yr
Zn	0.1	0.05 lb/yr

Developed Treated Pollutant Load

Drainage Area, A_n	2.50 ac
Developed Impervious Cover, IC_D	1.34 ac

Pollutant	TREATED POLLUTANT LOAD				TOTAL RUNOFF POLLUTANT LOAD	REDUCTION FROM EXTG
	DA 1	DA 2	DA3	DA4		
COD	12	10	5	4	32 lb/yr	62%
E. Coli	15,485	13,717	5,553	9,652	44,408 CFU/yr	78%
Pb	0.004	0.003	0.002	0.001	0.0096 lb/yr	7%
TN	0.3	0.3	0.1	0.2	0.9 lb/yr	78%
TOC	1.8	1.6	0.6	1.1	5 lb/yr	78%
TP	0.05	0.05	0.02	0.03	0.16 lb/yr	78%
TSS	23	20	8	14	65 lb/yr	78%
Zn	0.02	0.01	0.01	0.00	0.04 lb/yr	20%

BOTANICAL GARDEN CAFE & EATERY

6405 BRODIE LANE

PRELIMINARY STORMWATER CALCULATIONS FOR NON DEGRADATION

STORMWATER POLLUTANT CALCULATIONS
ENVIRONMENTAL CRITERIA MANUAL SAVE OUR SPRINGS INITIATIVE
REQUIREMENTS FOR 100% NON DEGRADATION

EXISTING SITE AREA

Existing Pollutant Load, $L_{EX} = C_{EX} * V_{EX} * A_n * CF$

Drainage Area, A_n	2.50 ac
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Annual Runoff Volume, V_{EX}	3.14 in/yr, Table 1-9

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COD	47.0 mg/L	0.2267	84 lb/yr
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Pb	0.006 mg/L	0.2267	0.01 lb/yr
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DRAINAGE AREA 3 - DEVELOPED

Developed Pollutant Load, $L_D = C_D * V_D * A_n * CF$

Drainage Area, A_n	0.19 ac
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Annual Runoff Volume, V_D	22.91 in/yr, Table 1-9

Stormwater Control	Drainage Area	Impervious Cover Captured, ac	Treatment Efficiency
North Retention/Irrigation	0.70	0.54	
South Retention/Irrigation	0.67	0.48	
Cistern	0.19	0.19	95
Vegetated Filter	0.94	0.14	
Total	2.50	1.34	95

Pollutant	Pollutant Concentration, C_D Table 1-10	Conversion Factor, CF	Pollutant Load, L_D	Developed Treated Pollutant Load
COD	105.5 mg/L	0.2267	103 lb/yr	5 lb/yr
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TN	2.22 mg/L	0.2267	2.2 lb/yr	0.1 lb/yr
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DRAINAGE AREA 1 - DEVELOPED

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UNTREATED REMAINDER OF SITE AREA - DEVELOPED

Developed Pollutant Load, $L_D = C_D * V_D * A_n * CF$

Drainage Area, A_n	2.47 ac
Impervious Cover, IC_D	0.0 %
Annual Runoff Volume, V_D	1.18 in/yr, Table 1-9

Stormwater Control	Drainage Area	Impervious Cover Captured, ac	Treatment Efficiency
North Retention/Irrigation	0.58	0.43	
South Retention/Irrigation	0.55	0.37	
Vegetated Filter	1.38	0.24	
Untreated	2.47	0	0
Total	4.98	1.04	0

Pollutant	Pollutant Concentration, C_D Table 1-10	Conversion Factor, CF	Pollutant Load, L_D	Developed Treated Pollutant Load
COD	38.9 mg/L	0.2267	26 lb/yr	26 lb/yr
E. Coli	25000 CFU/100 mL	1.0279	74898 CFU/yr	74898 CFU/yr
Pb	0.00 mg/L	0.2267	0.00 lb/yr	0.00 lb/yr
TN	2.22 mg/L	0.2267	1.5 lb/yr	1.5 lb/yr
TOC	13.03 mg/L	0.2267	9 lb/yr	8.6 lb/yr
TP	0.40 mg/L	0.2267	0.3 lb/yr	0.26 lb/yr
TSS	166 mg/L	0.2267	110 lb/yr	110 lb/yr
Zn	0.02 mg/L	0.2267	0.02 lb/yr	0.02 lb/yr

DRAINAGE AREA 2 - DEVELOPED

Developed Pollutant Load, $L_D = C_D * V_D * A_n * CF$

Drainage Area, A_n	0.67 ac
Impervious Cover, IC_D	71.3 %
Annual Runoff Volume, V_D	15.93 in/yr, Table 1-9

Stormwater Control	Drainage Area	Impervious Cover Captured, ac	Treatment Efficiency
North Retention/Irrigation	0.70	0.54	
South Retention/Irrigation	0.67	0.48	
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Total	2.50	1.34	95

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Zn	0.11 mg/L	0.2267	0.27 lb/yr	0.01 lb/yr

SUMMARY

Existing Pollutant Load

Drainage Area, A_n	2.50 ac
Base Impervious Cover, IC_B	0.30 ac

Pollutant	EXTG	TOTAL RUNOFF POLLUTANT LOAD
COD	84	84 lb/yr
E. Coli	201,877	201,877 CFU/yr
Pb	0.010 lb/yr	0.0102 lb/yr
TN	4.0	4.0 lb/yr
TOC	23.2	23 lb/yr
TP	0.71 lb/yr	0.71 lb/yr
TSS	296	296 lb/yr
Zn	0.1	0.05 lb/yr

Developed Treated Pollutant Load

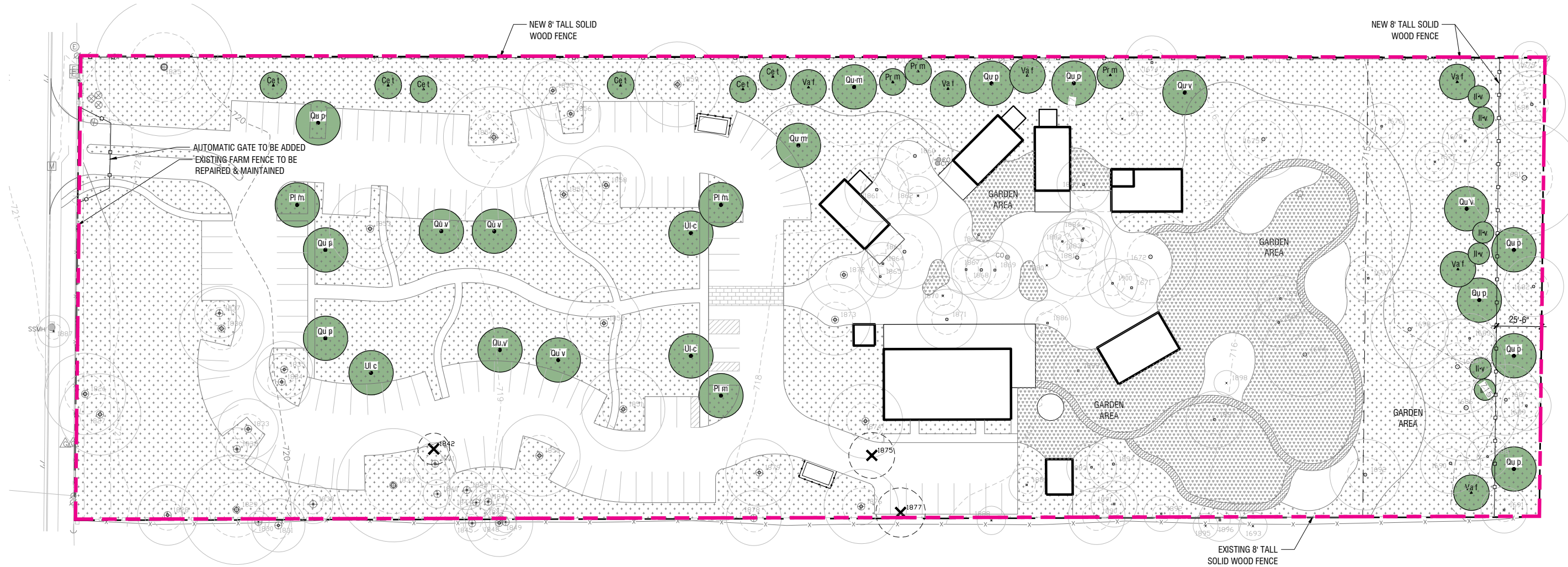
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Pollutant	TREATED POLLUTANT LOAD				TOTAL RUNOFF POLLUTANT LOAD	REDUCTION FROM EXTG
	DA 1	DA 2	DA3	DA4		
COD	12	10	5	4	32 lb/yr	62%
E. Coli	15,485	13,717	5,553	9,652	44,408 CFU/yr	78%
Pb	0.004	0.003	0.002	0.001	0.0096 lb/yr	7%
TN	0.3	0.3	0.1	0.2	0.9 lb/yr	78%
TOC	1.8	1.6	0.6	1.1	5 lb/yr	78%
TP	0.05	0.05	0.02	0.03	0.16 lb/yr	78%
TSS	23	20	8	14	65 lb/yr	78%
Zn	0.02	0.01	0.01	0.00	0.04 lb/yr	20%

BOTANICAL GARDEN CAFE & EATERY

6405 BRODIE LANE

PRELIMINARY STORMWATER CALCULATIONS FOR NON DEGRADATION



LEGEND - PLANTING PLAN

SYMBOL	ITEM
---	PROPERTY LINE
○	EXISTING TREE TO PROTECT
⊗	EXISTING TREE TO REMOVE
●	PROPOSED SHADE TREE
●	PROPOSED ORNAMENTAL TREE
●	PROPOSED EVERGREEN SHRUB
—○—○—○—	PROPOSED SOLID WOOD FENCE

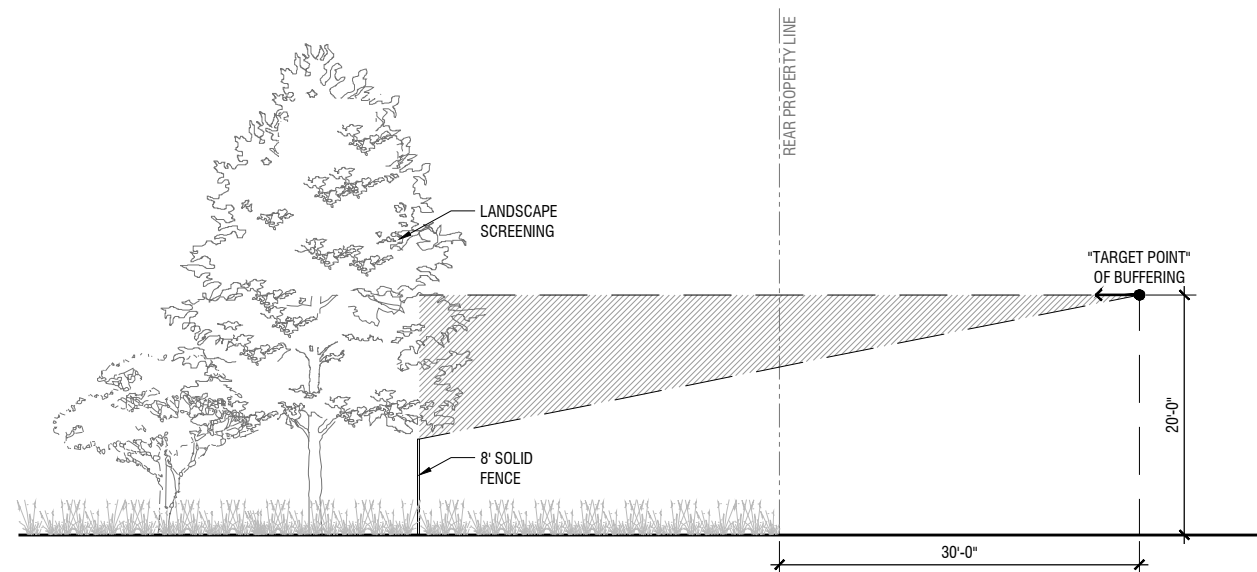
City of Sunset Valley - Tree Mitigation Calculations [LDC Ch. 16 Sec.16.201]

Tag #	Tree Species	Trees To Be Removed					Total
		Non-protected Tree < 10"	Protected Tree 10" - 23.9"	Heritage Tree 24" - 29.9"	Ancestral Tree 30"+	Non-listed species	
1842	cedar elm	9"					
1870	post oak		8.6 (multi)"				
1875	live oak		13"				
Caliper inches per column:		9"	24"	0	0	0	
		Total Caliper Inches Removed:					33"
Tree Replacement Ratio		0	1/3	1	2	0	
Replacement inches per column:		0	8"	0	0	0	
		Total Caliper Inches Required:					8"
		Total Caliper Inches Proposed:					137"

PLANT LEGEND

SYM	PLANT	SIZE	QTY
Ab c	LARGE TREES		
Pl m	<i>Platanus mexicana</i> Mexican sycamore	4" CAL.	3
Qu m	<i>Quercus muhlenbergii</i> Chinquapin oak	4" CAL.	2
Qu p	<i>Quercus polymorpha</i> Monterrey oak	4" CAL.	9
Qu v	<i>Quercus virginiana</i> Live oak	4" CAL.	6
Ul c	<i>Ulmus crassifolia</i> Cedar elm	4" CAL.	3
TOTAL LARGE TREES			23
Ab c	ORNAMENTAL TREES		
Ce t	<i>Cercis canadensis</i> var. <i>texensis</i> Texas redbud	3" CAL.	6
Pr m	<i>Prunus mexicana</i> Mexican plum	3" CAL.	3
Va f	<i>Vachellia farnesiana</i> Huisache	3" CAL.	6
TOTAL ORNAMENTAL TREES			15
TOTAL TREES			38

Ab c	EVERGREEN SHRUBS		
Il v	<i>Ilex vomitoria</i> 'Pride of Houston' Yaupon holly, Pride of Houston	5 GAL	6
GROUNDCOVER/SEED MIXES			
Meadow mix:			1 GAL @
Equal percentage mix of Lindheimer muhly, sideoats grama, little bluestem, deer muhly, & guif muhly			4 O.C.
Botanical garden			
Mown meadow path			



Visual Screening Sec. 2.505(b)(4)(A)

PLANT LEGEND

SYM	PLANT	SIZE	QTY
LARGE TREES			
Pl m	<i>Platanus mexicana</i> Mexican sycamore	4" CAL.	3
Qu m	<i>Quercus muhlenbergii</i> Chinquapin oak	4" CAL.	2
Qu p	<i>Quercus polymorpha</i> ** Monterrey oak	4" CAL.	9
Qu v	<i>Quercus virginiana</i> ** Live oak	4" CAL.	6
Ul c	<i>Ulmus crassifolia</i> Cedar elm	4" CAL.	3
ORNAMENTAL TREES			
Ce t	<i>Cercis canadensis</i> var. <i>texensis</i> Texas redbud	3" CAL.	6
Pr m	<i>Prunus mexicana</i> Mexican plum	3" CAL.	3
Va f	<i>Vachellia farnesiana</i> Huisache	3" CAL.	6
EVERGREEN SHRUBS			
Il v	<i>Ilex vomitoria</i> 'Pride of Houston' Yaupon holly, Pride of Houston	5 GAL	6

GROUNDCOVER/SEED MIXES

- Meadow mix: 1 GAL @ 4' O.C.
- Equal percentage mix of Lindheimer muhly, sideoats grama, little bluestem, deer muhly, & gulf muhly
- Botanical garden
- Mown meadow path

EVERGREEN SHADE TREES



Monterrey oak



Live oak



Juniper

DECIDUOUS SHADE TREES



American sycamore



Chinquapin oak



Cedar elm

ORNAMENTAL TREES



Texas redbud



Mexican plum



Huisache

EVERGREEN SHRUBS



Yaupon holly



Mountain Laurel



Wax Myrtle

February 24, 2022

MEMO RE: Botanical Garden Café & Eatery

We have reviewed the variance requests presented for the Botanical Garden Café & Eatery Development and have the following commentary.

Please note these variance requests were reviewed without the benefit of a final set of design plans. Final design plans will be required to confirm conformance to applicable standards and codes, to include, but not limited to the City of Sunset Valley Land Development Code, the Austin Environmental Criteria Manual, any associated reference codes, and any additional conditions proposed with these variance requests

In reviewing these variances, FTEG assumes that the granting of any variance would only allow deviation of the design codes for the specific item of the variance requested and the developer and design team would still need to meet all other design regulations, as required, or request additional variances later.

Variance 1 – Section 150.332 (H) Impervious Cover Variance

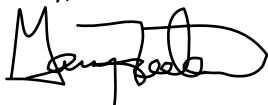
We have reviewed this variance request and the information that accompanied this request. Based on the information presented, the preliminary water quality and detention approach generally appear to meet the minimum required mitigation standards for the impervious cover being requested. The applicant states that additional measures will be implemented to not only meet the minimum standards but exceed them. If the final design plans and calculations validate the mitigation efforts proposed in this variance request, and meet all other applicable code design requirements, we would have no objection to this variance request.

Variance 2 – Section 150.593 Parking Dimension Standards

We have reviewed this variance request and the information that accompanied this request. Based on the information presented, the parking dimensions and aisle widths proposed in the site plan appear to meet generally accepted engineering standards and practices. The applicant states this variance also allows for the preservation of additional trees, reduces impervious cover, and attempts to minimize the chance of “on-street” parking in adjacent neighborhoods. If the final design plans and calculations are consistent with the parking and aisle dimensions proposed in this variance request, and meet all other applicable code design requirements, we would have no objection to this variance request.

If you have any questions about these comments, please feel free to call me at (830) 377-4555.

Sincerely,



Gary Freeland, P.E., CFM
Consultant City Engineer for the City of Sunset Valley



IMPERVIOUS COVER CALCULATIONS

	2-year	10-year	25-year	100-year
C _{impervious}	0.75	0.83	0.88	0.97
C _{perVIOUS}	0.29	0.35	0.39	0.46

(Ref COA Drainage Criteria Manual)

Area Number	IC Acres	Area Acres	Percent Impervious	C Value			
				2-year	10-year	25-year	100-year
EXISTING CONDITION							
EX	0.31	2.50	12%	0.35	0.41	0.45	0.52
PROPOSED CONDITION							
1	0.54	0.70	77%	0.64	0.72	0.77	0.85
2	0.48	0.67	71%	0.62	0.69	0.74	0.82
Cistern	0.19	0.19	100%	0.75	0.83	0.88	0.97
3	0.14	0.94	15%	0.36	0.42	0.46	0.54

DRAINAGE CALCULATIONS

Area Number	Area Acres	T _c min	l ₂	l ₁₀	l ₂₅	l ₁₀₀	C ₂	C ₁₀	C ₂₅	C ₁₀₀	Q ₂ cfs	Q ₁₀ cfs	Q ₂₅ cfs	Q ₁₀₀ cfs
EXISTING CONDITION														
EX	2.50	10	4.62	6.89	8.19	10.40	0.35	0.41	0.45	0.52	4.0	7.0	9.2	13.6
PROPOSED CONDITION														
1	0.70	5	5.76	8.57	10.11	12.54	0.64	0.72	0.77	0.85	2.6	4.3	5.4	7.4
2	0.67	5	5.76	8.57	10.11	12.54	0.62	0.69	0.74	0.82	2.4	4.0	5.0	6.9
Cistern	0.19	6	5.48	8.16	9.65	12.04	0.75	0.83	0.88	0.97	0.8	1.3	1.6	2.2
3	0.94										5.7	9.5	12.0	16.6

RETENTION/IRRIGATION CALCULATIONS

DRAINAGE AREA 1 (North Parking)

DRAINAGE AREA DATA	
Drainage Area (D _a)	0.70 ac.
Impervious Cover	0.54 ac. 77.1 %
Base Impervious Cover	0.11 ac. 15.8 %
Capture Depth (CD=0.5'+(IC-20)/100))	1.07 in.

	Required	Provided
Water Quality Pond Volume, WQV=CD*D _a)	2,704 cf	2,824 cf

IRRIGATED AREA FOR INFILTRATION	
Drawdown Time, DDT	72 hr
Soil Hydraulic Conductivity, k	0.10 in/hr
Lag Time, LT	12 hr
Infiltration Area Required, A = (2*WQV)/(k*(DDT-LT))	8,689 sf
	0.20 ac

DRAINAGE AREA 2 (South Parking)

DRAINAGE AREA DATA	
Drainage Area (D _a)	0.67 ac.
Impervious Cover	0.48 ac. 71.3 %
Capture Depth (CD=0.5'+(IC-20)/100))	1.01 in.

	Required	Provided
Water Quality Pond Volume, WQV=CD*D _a)	2,465 cf	2,824 cf

IRRIGATED AREA FOR INFILTRATION	
Drawdown Time, DDT	72 hr
Soil Hydraulic Conductivity, k	0.10 in/hr
Lag Time, LT	12 hr
Infiltration Area Required, A = (2*WQV)/(k*(DDT-LT))	8,689 sf
	0.20 ac

RAINWATER HARVESTING CALCULATIONS

DRAINAGE AREA - Cisterns

DRAINAGE AREA DATA	
Drainage Area (D _a)	0.19 ac.
Impervious Cover	0.19 ac. 100 %
Base Impervious Cover	0.01 ac. 6.3 %
Capture Depth (CD=0.5'+(IC-20)/100))	1.30 in.

	Required	Provided
Water Quality Pond Volume, WQV=CD*D _a)	890 cf	1,070 cf
	6,659 gal	8,000 gal

IRRIGATED AREA FOR INFILTRATION	
Drawdown Time, DDT	72 hr
Soil Hydraulic Conductivity, k	0.10 in/hr
Lag Time, LT	12 hr
Infiltration Area Required, A = (2*WQV)/(k*(DDT-LT))	3,291 sf
	0.08 ac

VEGETATED FILTER CALCULATIONS DISCONNECTED IMPERVIOUS COVER

DRAINAGE AREA 3

DRAINAGE AREA DATA & WATER QUALITY VOLUME DATA	
Drainage Area, D _a	0.94 ac.
Base (Existing) Impervious Cover, IC _{Base}	0.21 ac. 21.7%
Proposed Impervious Cover, IC _{Proposed}	0.14 ac. 14.9%
Impervious Cover Requiring Water Quality, IC	

VEGETATED FILTER CALCULATIONS	
Site Area Draining to VFS	0.94 ac.
Impervious Cover Treated by VFS, IC _{Treated}	0.14 ac.
Size of VFS per Acre of Da (per ECM 1.6.7.B.3)	0.8 ac.

	Required	Provided
Water Quality Pond Volume, WQV=CD*D _a)	0.76 ac	1.22 ac

DETENTION SUMMARY

HYDROLOGY VARIABLES

Area Number	Area Acres	Area Sq. Mile	I.C. %	CN	T _c (TR55)
EX	2.50	0.00391	12%	80.4	0.167
1	0.69	0.00108	77%	93.4	0.083
2	0.64	0.00100	70%	92.1	0.083
3	1.17	0.00183	28%	83.6	0.100

FLOW RESULTS

Storm Event	Q _{existing} (cfs)	Q _{proposed} (cfs)	WSEL
2-yr	5.1	4.1	718.57
10-yr	10.6	10.3	719.03
25-yr	14.8	12.7	719.18
100-yr	22.8	17.3	719.5

March 1, 2022

City of Sunset Valley
3205 Jones Road
Sunset Valley, TX 78745

To the City of Sunset Valley:

Please support the applicants' requested landscape buffer variance.

The applicants have proposed a low-density botanical garden café and eatery at 6405 Brodie Ln., the former home of Betty Grubbs. As part of this process, they are seeking a variance from landscape buffering requirements currently triggered by my family's former home, at 6401 Brodie Ln. I support their request.

I grew up at 6401 Brodie Ln. – and my mother, Anne Gault, lived there through the end of her life. She passed away last week, at the age of 89. My mother was an extraordinary woman who was deeply committed to the Sunset Valley community and loved Sunset Valley's open spaces and natural beauty. Among other accomplishments, she was a founder of the Sunset Valley community garden.

In keeping with her love for this community and its natural beauty, my mother sold our family home at 6401 Brodie Ln. over a decade ago to the City of Sunset Valley – not to be developed, but to become parkland that could serve Sunset Valley residents for years to come. Betty similarly sought to use her property to help fund the largest endowment ever made for Women's Athletics at the University of Texas at Austin, through a significant portion of the proceeds from the property's sale.

These women both sought to use their properties to support the causes they championed during their lives.

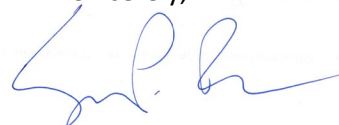
However, it is my understanding that the zoning for my mother's former home has not yet been updated to reflect its designation for parkland. While the Future Land Use Map correctly identifies my mother's former home for parkland, it still retains its outdated Single-Family zoning – which is causing it to trigger an extensive 100-ft. landscaped buffer area onto the Betty Grubbs property.

As a result, the zoning on my mother's former home now threatens the plan for Betty Grubb's former home. I ask that you please remedy this by approving the requested variance and reducing the buffer area from 100 ft. to 25 ft. For context, no buffer would be required were my mother's formerly home zoned in accordance with its parkland designation.

Over the years, my family has seen a number of projects in Sunset Valley that we believe do not complement its character, such as the Lowe's across the street from our former home. In contrast, the proposed low-density botanical garden café and eatery is much more in keeping with Sunset Valley and with Betty Grubbs' values than the alternatives that would otherwise be built here.

Please honor the parkland designation for my mother's home, support a project at Betty Grubbs' that respects Sunset Valley's character, and approve this variance. Thank you for your consideration.

Sincerely,



Susan Burton



#ITSGOODTOBEHERE

COUNCIL MEETING DATE: MARCH 8, 2022

CITY COUNCIL AGENDA ITEM #14

STAFF PREPARER/CONTACT INFORMATION: Suzanna Fleegal, Accounting Manager
sfleegal@sunsetvalley.org

COUNCIL SPONSOR: Council Member Rosengarten rosengarten@sunsetvalley.org and Administration

SUBJECT: ADMINISTRATION / BUDGET ADJUSTMENT

DESCRIPTION: Consider and act on approval of Budget Adjustment #6 for FY 2022, as recommended by the Budget & Finance Committee.

BACKGROUND: Budget and Finance Committee reviewed this item on 2/24/2022 and recommended it to council for approval. Here is an overview of the items on the agenda:

- Land Ordinance Codification: this project has been approved by council, but additional funding is needed to complete. \$7,500 – Source General Fund Reserve
- Software Maintenance: Document management system requested by Councilmember Johnson (Laserfiche) and a Page Freezer to support backup of the old website. \$11,000 Source: General Fund Reserve
- TML Insurance and Worker's Comp: 200% increase on yearly billing due to several claims on both worker's comp and vehicle incidents. \$23,400.35 Source: General Fund Reserve

Total General Fund: \$41,900.35

- Computer Equipment Acquisition: there are many computers well past their useful life that need to be replaced for staff. A memo from Tyler Early, who has been researching this item, is included in the backup. \$41,226.90 – Source Repair and Replacement

Total Repair and Replacement: \$41,226.90



#ITSGOODTOBEHERE

- Contract Specialist: Gap coverage for water licenses from J Horry. Carolyn has now acquired the required licenses, and this is no longer being used. \$3,018.75 Source: Utility Fund Reserve

Total Utility Fund Reserve: \$3,018.75

- Land Acquisition: Purchase of land on Brodie Lane approved by council. \$1,000,918.45. Source: Venue Tax Reserve

Total Venue Tax Reserve: \$1,000,918.45

APPLICABLE SECTIONS OF CODE: [Financial Policies](#)

FUNDING:

CURRENT YEAR FISCAL BUDGET							
FUND	DEPT.	ACCT.	DESC.	Current Balance	Encumbered	THIS ITEM	REMAINING
GF			Transfer in from General Fund Reserves	\$8,041,326.09	0	\$41,900.35	\$7,999,425.74
R&R			Transfer in from Repair & Replacement Reserves	\$551,199.31	0	\$41,226.90	\$509,972.41
UT			Transfer in from Utility Reserves	\$4,563,056.30	0	\$3,018.75	\$4,560,037.55
Venue			Transfer in from Venue Tax Reserves	\$2,114,789.78	0	\$1,000,918.45	\$1,113,872.33
PRIOR YEAR FISCAL BUDGET(S)							



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BUDGET YEAR	FUND	DEPT.	DESC.	ACCOUNT	AMOUNT	TOTAL	NOTES

STAFF RECOMMENDATION: Approval

SUPPORTING MATERIALS PROVIDED: YES/NO:

- a. BUDGET ADJUSTMENT #6 FY22
- b. FY22 BUDGET ADJUSTMENTS HISTORICAL
- c. COMPUTER EQUIPMENT PROPOSAL
- d. STAFF MEMO
- e. ORDINANCE

Budget Adjustment #6 FY22

Misc Items

Fund	Dpt	GL	GL Description	Adopted Budget	Proposed Increase	Amended Budget	Funding Source	Notes
01	01	5362	Ordinance Codification Maintenance	3,000.00	7,500.00	10,500.00	General Fund	Needed to codify the Land Development Code- approved by council
01	01	5560	Computer Equip/Software Acquisition	-	41,226.90	41,226.90	Repair and Replacement Reserves	Replacing computers and monitors past their useful life using R&R funds
01	01	5782	Software Maintenance Fees	80,000.00	11,000.00	91,000.00	General Fund	Document Management System (Laserfische) sponsored by Councilmember Johnson
01	01	5656	Insurance - Liability	43,700.00	2,055.26	45,755.26	General Fund	Bill increased 200% since last year. Once a year bill through TML
01	02	5656	Insurance - Liability	5,255.00	4,264.72	9,519.72	General Fund	Bill increased 200% since last year. Once a year bill through TML
01	03	5150	Worker's Compensation Benefits	121.00	146.34	267.34	General Fund	Bill increased 200% since last year. Once a year bill through TML
01	04	5150	Worker's Compensation Benefits	3,507.00	16,075.93	19,582.93	General Fund	Bill increased 200% since last year. Once a year bill through TML
01	04	5860	Vehicle Insurance	5,230.00	858.10	6,088.10	General Fund	Bill increased 200% since last year. Once a year bill through TML
02	05	5067	Contract Services Specialist	-	3,018.75	3,018.75	Utility Fund	Paid J Horry for use of water licenses
18	18	5660	Land Acquisition	-	1,000,918.45	1,000,918.45	Venue Tax	Purchase of land approved by council
				140,813.00	1,087,064.45	1,227,877.45		

Tot al Funding By Source

Fund	Funding	Current Balance	Proposed Funding	Ending Balance
01	Transfer in from General Fund Reserves	8,041,326.09	41,900.35	7,999,425.74
12	Trasnfer in from Repair & Replacement Reserves	551,199.31	41,226.90	509,972.41
02	Transfer in from Utility Fund Reserves	4,563,056.30	3,018.75	4,560,037.55
18	Transfer in from Venue Tax Reserves	2,114,789.78	1,000,918.45	1,113,871.33
		15,270,371.48	1,087,064.45	14,183,307.03
Budget Adjustment Total			1,087,064.45	

FY22 Budget Adjustments					
#	Date Approved by CC	Reason	Amount	Account String	Date Entered Into MIP
1	11/9/2021	Engineering Task Order	18,275.00	01-01-5330	1/26/2022
2	11/16/2021	Medical Insurance & HRA	26,957.84	see sheet	1/26/2022
3	11/16/2021	Surveillance Cameras	27,500.00	19-19-5625	1/26/2022
4	11/16/2021	CED Beautification	66,512.00	01-01-5310	1/26/2022
5	12/7/2021	Job Descriptions	12,667.00	see sheet	1/26/2022

City of Sunset Valley Equipment Proposal 2022

In July 2021, Staff requested approval from Council to replace outdated computer equipment that had reached its end of life or was running Windows 7. Council directed Staff to look at the cost difference of outright purchasing the computer equipment vs. a lease option.

Staff looked at the outright purchase of the computer equipment vs. a lease option and studied ways to save money. In the initial proposal the purchase of the computers would have been made by UniVista on the city's behalf; however, by doing this, the city would have to pay the sales tax on the equipment because UniVista is not tax-exempt and cannot get government pricing. For the new proposal, Staff worked directly with Dell and UniVista to compile the needed items. As a result, the city will save money because we will purchase without added taxes and get the government price. UniVista would then be used to set up the equipment.

When looking at the outright purchase vs. a lease option, Staff found that with a 36-Month Fair Market Value lease, the city would save approximately \$1,166.14 leasing through Dell for 36-Months. Staff also looked at a 36-Month Financed lease through Dell, but it was roughly \$1,855.70 more for 36-Months. The city would have to decide later if they would like to do a separate lease for future equipment when that time comes. Staff agreed that the outright purchase would be a better option because we are only replacing some of the computer equipment and not all of it at this time.

Staff also looked at a lease option for the Panasonic laptops for the Police Department, but the vendor did not offer a lease option.

Below are the most updated quotes for all equipment and labor for the equipment Staff is requesting to replace.

Dell Computer Equipment

Dell Desktops

Cost: \$6,429.91

- 5 Dell OptiPlex 7090 w/i7, 32GB, 512 SSD
 - These desktop computers will replace Sylvia, Shanna, Rolando, Melissa & the new PW Superintendent computer.

- 1 Dell OptiPlex 5090 w/i6, 8GB, 256 SSD
 - This is a new computer purchase which will be used only as a TLETS terminal at the Police Department. Currently, the Police Department does not have a TLETS terminal, and this computer will meet the requirements of the Department of Public Safety.

Dell Laptops

Cost: \$5,196.87

- 3 Dell Precision 3561 w/i7, 32GB, 512 SSD

- These laptops are to replace computers for Suzanna, Lori & Matt.

Dell Docking Stations

Cost: \$777.33

3 Dell Docking Stations

- These docking stations are for Suzanna, Lori & Matt and are compatible with the new laptops they would receive.

Dell Monitors

Cost: \$7,253.79

12 Dell 24" Video Conference Monitor

- These monitors have built-in mics and cameras to allow for video conferencing. Current monitors.

9 Dell 24" Dell USB-C Hub Monitor

- These monitors are standard monitors which will allow employees to utilize two computers at once while working.

Panasonic Equipment

Panasonic Laptops w/ Required Upgrades

Cost: \$12,396 .00

3 Panasonic Toughbook FZ-55 w/i7, 32GB, 512 SSD, Upgraded Graphics Card

- These computers will replace Chief Carter, Sgt. Stern & Sgt. Gill's computers. They will utilize these computers instead of having a desktop computer. It should be noted that these computers do cost more because they are semi-rugged and have upgraded memory and an upgraded graphics card to be compatible with Travis County Dispatch.

Panasonic Docking Stations

Cost: \$798.00

5 Panasonic Toughbook Docking Stations

- The Police Department is going away from using desktop computers except for the Administrative Assistant. The docking stations allow the laptop to charge and connect to a monitor at any location within the Police Department.

UniVista Labor

Cost: \$8,375.00

This is the estimated labor cost for UniVista to come in and set up all the new equipment and get it online.

Outright Purchase

Grand Total: \$41,226.90



MEMO – BUDGET ADJUSTMENT #6

STAFF PREPARER/CONTACT INFORMATION: Matt Lingafelter, Asst. to the City Admin.
mlingafelter@sunsetvalley.org

This memo is to address several of the Administrative and Repair and Replacement line item increases in Budget Adjustment #6, which will be presented to the Budget and Finance Committee on February 24th. Feel free to contact me with any questions, or if you need additional information.

01-01-5362 ORDINANCE CODIFICATION MAINTENANCE

This line item is to pay for expenses related to Ordinance Codification and updates, paid to American Legal Publishing. As Ordinances are approved by Council, the City Secretary sends quarterly updates to American Legal Publishing so the online and physical Code of Ordinances can be updated.

Prior to 2021, the Land Development Code was NOT codified within the existing Code of Ordinances and lived as separate documents that could be accessed from the City's website, although there was a Chapter 150 set aside in the Code of Ordinances for eventual codification. In August 2021, after discussing codification with the Mayor, staff presented Council with a quote provided by American Legal Publishing for the codification of the LDC (price quote of \$6,000 - \$7,500).

With Council's blessing, staff authorized the codification. However, I made an error and assumed that payment for the codification would come out of the LDC Revisions project line item. This was not the case, as those funds are reserved for the actual revisions. So, this one-time expense needs to be paid for.

We have paid American Legal Publishing \$2,500, which nearly wiped out this line item for the Fiscal Year. This one-time budget increase of \$7,500 will pay for the LDC codification and provide funds for Ordinance updates for the remainder of FY22.

01-01-5782 SOFTWARE MAINTENANCE FEES

Document Management System

As staff has worked through the launch of the new website, with the assistance of Council Member Johnson, the need for a centralized, digital and cloud-based Document Management System has become extremely apparent.

Unfortunately, with the old website and CMS, the City was storing large amounts of documents. This is not standard practice. Staff began researching Document

Management Systems in late 2021. After review, Laserfische was determined to be the best provider, as they are an industry standard. They also have a “Public Access Portal” which is critical for local governments to be able to share public documents easily (for example, Agendas and Minutes).

Council Member Johnson and staff are recommending the City implement Laserfische as the City’s Document Management System. This will be an annual cost of \$8,500, which will include the public portal.

Page Freezer

Associated with the launch of the new Granicus website is obtaining a Page Freezer that will “freeze” the old GovOffice website to ensure that staff is able to retrieve and access any information that may still be stored within the GovOffice CMS. This will be a one-time fee of just under \$2,500. We will still have the GovOffice site through end of Fiscal Year 2022.

01-01-5660 COMPUTER EQUIPMENT, REPAIR & REPLACEMENT

Lt. Tyler Early has prepared a proposal, which is attached.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 210921 AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND TERMINATING SEPTEMBER 30, 2022 AND MAKING TRANSFERS AND APPROPRIATIONS OF FUNDS FOR ACCOUNTS AFFECTING THE GENERAL FUND, UTILITY FUND, REPAIR AND REPLACEMENT FUND, AND THE VENUE TAX FUND.

WHEREAS, the City Council of the City of Sunset Valley, Texas, deems it necessary to amend Ordinance No. 210921 to meet unexpected and/or unforeseen conditions that could not have been included in the original budget using reasonably diligent thought and attention.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUNSET VALLEY, TEXAS THAT:

Ordinance No. 210921 passed and approved on September 21, 2021, is hereby amended, to provide for the line-item adjustments and transfers set forth in Attachment A, Budget Amendment #6, attached hereto and incorporated herein. Except as specifically affected by the transfers and appropriations reflected on the attached Attachment A, the budget for Fiscal Year 2021-2022 as previously approved, shall remain in full force and effect.

PASSED AND APPROVED this 8TH DAY OF MARCH 2022.

Marc Bruner
Mayor

ATTEST:

Matt Lingafelter, City Secretary