



**NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
OF THE CITY OF SUNSET VALLEY, TEXAS
TUESDAY, MAY 3, 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 3rd day of May 2022 at 6:00 P.M. in the Council Chambers, Municipal Building, 3205 Jones Road, Sunset Valley, Texas, at which time 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
 - o Budget Report
 - Professional Fees
 - B. Public Works
 - o CIP Monthly Update
 - C. Public Safety
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 April 19, 2022 regular meeting and work session.
6. Consider and act on approval of an Ordinance amending Chapter 31 aligning Standing Committee appointments with the fiscal year. (Mayor Bruner/Administration)
7. Consider and act on approval of a Temporary Special Use Permit for Academy Sports & Outdoors to hold a customer appreciation event in the parking lot of 5400 Brodie Lane on Saturday, May 14, 2022. (Mayor Bruner/Administration)
8. Consider and act on approval of a contract with Entech, in an amount not to exceed \$62,139, for Surveillance and Access Control Systems. (Council Member Johnson/Public Safety)
9. Consider and act on award of contract to H3LRS, LLC dba Divided Water Solutions for water quality pond repair and maintenance. (Mayor Pro tem)

Carmona/Public Works)

10. Consider and act on approval of the Request for Bids for Public Works Reception Area Enclosure. (Mayor Bruner/Public Safety/Public Works)
11. Consider and act on approval of re-issuing a watershed development variance at 4400 Stearns Lane. (Mayor Bruner/Administration)

Presentation Items for Discussion and Possible Action

12. Public Hearing to consider a request to amend the Land Development Code, creating Sections 150.118-150.129 for Short-term Rental Registration regulations under Zoning – Land Use – **TIME CERTAIN 7:00 P.M.**
13. Consider and act on approval of an Ordinance amending the Land Development Code, creating Sections 150.118-150.129 for Short-term Rental Registration regulations under Zoning – Land Use. (Mayor Bruner/Administration)
14. 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 28th day of April 2022 at 6:00 P.M.

Sylvia Carrillo
City Administrator

CITY COUNCIL MEETING DATE: MAY 3, 2022



CITY COUNCIL AGENDA ITEM #5

STAFF PREPARER/CONTACT INFORMATION: Matt Lingafelter, City Secretary
mlingafelter@sunsetvalley.org

COUNCIL SPONSOR: Mayor Bruner/Administration

SUBJECT: MINUTES

DESCRIPTION: Consider and act on approval of the minutes from the April 19, 2022 regular meeting and work session.

BACKGROUND: N/A

APPLICABLE CODE SECTIONS: TEXAS LOCAL GOVT. CODE 22.073

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

STAFF RECOMMENDATION: APPROVE

SUPPORTING MATERIALS PROVIDED: YES

- DRAFT MINUTES 4-19-2022



MINUTES OF A REGULAR MEETING
OF THE CITY COUNCIL
OF THE CITY OF SUNSET VALLEY, TEXAS
TUESDAY, APRIL 19, 2022
6:00 P.M.

COUNCIL MEMBERS PRESENT

Mayor Marc Bruner
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
Suzanna Fleegal, Accounting Manager
Duncan Moore, A/V Technician
Barbara Boulware-Wells, Attorney

COUNCIL MEMBERS ABSENT

Mayor Pro tem Alfonso Carmona

1. **Call to order of the City Council.**

Mayor Bruner called the meeting to order at 6:05 PM

Mayor Bruner announced upcoming city events.

2. **Citizen/Public Communication:**

- Melissa Gonzales
- Helen Besse

3. **Council consideration of agenda items for approval on consent**

Council Member Rosengarten Agenda Items #5 and 6, seconded by Council Member Litchfield (Council Member Johnson pulled Agenda Item #4). All voted in favor and the motion carried.

Items Which May Be Considered and Acted on Consent

4. **Consider and act on approval of the minutes from the April 5, 2022, regular meeting and work session.**

Council Member Rosengarten made a motion to approve the minutes, seconded by Council Member Reetz. Council Members Litchfield, Rosengarten, and Reetz voted in favor, and Council Member Johnson abstained. With three votes in favor, the minutes were approved.

5. **Consider and act on approval of an Ordinance amending Chapter 31 aligning Standing Committee and Arts Commission appointments with the fiscal year. (Mayor Bruner/Administration) *Agenda Item Approved on Consent***
6. **Consider and act on approval of an Ordinance amending the FY 2022 Budget (Budget Amendment #7), as recommended by the Budget and Finance Committee. (Council Member Rosengarten/Administration) *Agenda Item Approved on Consent***

Presentation Items for Discussion and Possible Action

7. **Presentation, discussion and possible action on initiating zoning amendments for the following city-owned properties (Council Members Johnson/Litchfield):**
 - **6107 Brodie Lane**
 - **6401 Brodie Lane**
 - **37 Lone Oak Trail**

Presentation by city staff, and comments from the Council sponsors.

Council Member Rosengarten made a motion to table the item until there is a set plan in place; \$50,000 was set aside for consulting firm to work on the Parks and Open Space Plan, which should also include a city-wide survey, Town Hall with the residents, and any recommendations from the Parks and Open Space Ad hoc Committee. The motion was seconded by Council Member Reetz.

Comments from Council Members on the motion on the floor, the city-owned properties in question, and the current Parks and Open Space Plan process. Council Members and staff also discussed the upcoming Comprehensive Plan and Land Development Code updates, two separate projects from the Parks and Open Space Plan.

Citizen Comments:

Lisa Versaci, as Chair of the Parks and Open Space Ad hoc Committee
Helen Besse, also a member of the Parks and Open Space Ad hoc Committee
John Papola
Ketan Kharod

Substitute motion from Council Member Litchfield, that the item be tabled until the Parks and Open Space Ad hoc Plan has been presented to Council, and that Council is willing to act on these properties with professional input from the consultants.

Council continued to discuss the motion on the floor and the substitute motion from Council Member Litchfield. Council and staff also discussed the Edwards Aquifer Watershed Protection Venue. There were additional citizen comments from Lisa Versaci, John Papola and Ketan Kharod.

Ultimately, the motion from Council Member Rosengarten and seconded by Council Member Reetz was amended to the following: the agenda item to be tabled until presentation of the Comprehensive Plan and the Parks and Open Space Plan with Council taking no action inconsistent with their Venue Tax status regarding the

properties themselves until that time. All voted in favor and the motion carried.

8. Presentation, discussion and possible action on utilizing Open Town Hall for public comments for City Council and public meetings. (Council Member Reetz/Rosengarten)

Staff delivered a presentation. Council comments and discussion on public comments and Open Town Hall.

Citizen Comments:

John Papola
Melissa Gonzales
Ketan Kharod

City Council discussed Open Town Hall, weighing the pros and cons of the tool. There was discussion of possibly utilizing another online tool or creating a form via the City's website.

After discussion, and additional citizen and staff comments, the Mayor and Council directed staff to make changes to the Open Town Hall terms of use, informing the public that they are to adhere to the rules of decorum as outlined in the City's Code of Ordinances. Additionally, the Mayor directed staff to indicate that a resident's comment will not be read into the record during the meetings.

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.

9. Presentation, discussion, and possible action on City Hall as a community center, based on a recommendation from the Community & Economic Development Committee (Council Member Reetz/Administration):

- **Approval of a feasibility study, not to exceed \$10,000**
- **Approval of an Ordinance amending the FY 2022 Budget (Budget Amendment #8)**

Presentation and introduction by city staff. Comments from Council Member Reetz on the recommendation from the CED Committee.

Comments from Mayor Bruner on expanding the scope of the feasibility study to include outdoor City facility areas. Additional comments from Council Members.

Citizen Comment from Lisa Versaci.

Council Member made a motion to approve the feasibility study not to exceed \$10,000 and to approve the FY 23 Budget Amendment #8, seconded by Council Member Reetz. All voted in favor and the motion carried

Executive Session Items – Possible Action in Open Session

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

personnel matters and real property:

- **Offer for potential sale and development of real property**

Citizen Comment (question) from Helen Besse, and a response from staff.

Council Member Johnson made a motion to move into Executive Session, seconded by Council Member Litchfield. All voted in favor and Council convened into Executive Session at 9:13 P.M.

11. Reconvene into Open Session

Council reconvened into Open Session at 9:30 P.M. and took no action

12. Adjourn

Council Member Litchfield made a motion to adjourn, seconded by Council Member Rosengarten. All voted in favor and the meeting adjourned at 9:31 P.M.

DRAFT



**MINUTES OF A WORK SESSION
OF THE CITY COUNCIL
OF THE CITY OF SUNSET VALLEY, TEXAS
TUESDAY, APRIL 19, 2022
4:30 P.M. – 6:00 P.M.**

COUNCIL MEMBERS PRESENT

Mayor Marc Bruner
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
Suzanna Fleegal, Accounting Manager

COUNCIL MEMBERS ABSENT

Mayor Pro tem Alfonso Carmona

1. Call to order of the City Council

Mayor Bruner called the Work Session to order at 4:32 P.M.

2. Citizen/Public Communication (Limited to 3 minutes):

- Melissa Gonzales

3. Council will discuss the following items, but take no action:

A. FY 2023 Introductory Budget Presentation

Budget Presentation to the Mayor and Council by Sylvia Carrillo, City Administrator. Questions and comments from Council Members and the Mayor on projections, both revenue and end of FY 22 fund balances.

Mayor, Council, and staff discussed budget planning and needs for FY 2023.

4. Directive to the City Administrator by the Mayor regarding follow-up work products for a future Council Agenda.

Mayor and Council proposed a joint work session with the Budget and Finance Committee from 6-7 P.M. on Thursday, April 28th.

5. Adjourn

Mayor Bruner adjourned the Works Session at 5:57 P.M.

Administration Report

05.03.2022



Council Information Requests	<ul style="list-style-type: none">• Professional Services Fees – Attachment A
Projects Ongoing or Planned	<ul style="list-style-type: none">• FY 2023 Budget Preparation• IT Services RFP• CED Spring Fling – May 15 – 3pm to 5pm - Docs• CED Beautification – Joint Committee Meetings• Asset Management Software (Public Works)
Resident Information Requests	N/A
Upcoming Meetings & Topics of Interest	<p>CED Meeting 5.4.2022</p> <ul style="list-style-type: none">• Beautification Projects <p>Board of Adjustment 5.6.2022</p> <ul style="list-style-type: none">• Workshop with Staff regarding the Board and Development Process <p>Zoning Commission 5.25.22</p> <ul style="list-style-type: none">• Comprehensive Plan Amendments• Little Library regulations
Upcoming Topics for Agenda or Discussion	<ul style="list-style-type: none">• Comprehensive Plan Review and Public Comment Period• Parks and Open Space Meetings• Budget and Finance Meetings• Legal Review of Council items<ul style="list-style-type: none">◦ Committee quorum issue• IT Services RFP

Development &
Commercial
Permitting Activity

See attached report – Attachment B

Attachment A

Sunset Valley

Monthly Actuals vs Budget [INTG] - Types

Download generated on 03/31/2022

			October 2021-	November 2021-	December 2021-	January 2021-	February 2021-	March 2021-22	April 2021-22	2021-22 Actual	2021-22	
			22 Actual	22 Actual	22 Actual	22 Actual	22 Actual	Actual	Actual	2021-22 Budget	Actual vs	
											Budget %	
										Variance	Variance	
Revenues			\$ 664,181.00	\$ 1,446,517.00	\$ 2,162,127.00	\$ 2,805,878.00	\$ 2,805,878.00	\$ 2,805,878.00		\$ 7,478,218.00	\$ (4,672,340.00)	-62.48%
Expenses	Contract Services	(5327) Engineer - Design Fees*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 396,610.00	\$ (386,610.00)	-100.00%
Expenses	Contract Services	(5306) Attorney**	\$ 30,537.00	\$ 30,537.00	\$ 33,288.00	\$ 33,288.00	\$ 37,326.00	\$ 41,543.00	\$ 6,537.00	\$ 92,602.00	\$ (14,458.00)	-25.82%
Expenses	Contract Services	(5343) IT Management Services	\$ -	\$ 10,455.00	\$ 16,109.00	\$ 21,763.00	\$ 28,008.00	\$ 33,662.00	\$ 5,758.93	\$ 112,478.00	\$ (79,016.00)	-70.13%
Expenses	Contract Services	(5330) Engineer - Review & Inspection Fees	\$ 8,523.00	\$ 13,172.00	\$ 15,666.00	\$ 15,881.00	\$ 22,082.00	\$ 27,770.00	\$ 8,888.68	\$ 58,275.00	\$ (30,505.00)	-52.35%
Expenses	Contract Services	(5348) Legal Defense Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Revenues Less Expenses			\$ 625,120.00	\$ 1,392,353.00	\$ 2,097,064.00	\$ 2,734,946.00	\$ 2,718,461.00	\$ 2,702,903.00		\$ 6,864,655.00	\$ (4,161,751.00)	-60.63%

NOTES

* Acct 5327 is an encumbrance from FY 21 (See attached CIP sheet)
It will be moved and spent at the construction phase of the project.

\$190,000 Lone Oak
\$128,000 Sunset Trail
\$68,610

Stearns Lift Station (At the time of report, \$82,000 was to be carried over. \$13,390 was spent on the lift station of the \$82,000 prior to the end of the year.)

** Acct 5306 has a budget adjustment before BnF committee on 3/30/22. FY 21 invoices not received until FY 22.



Permits Issued Report

Issued dates: 3/1/2022 thru 4/28/2022

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Project #	Issued Date	Expiration Date	Project Name	Address	Work Type	Project Fee	Project Status	Status
2022-44			19 Lovegrass Pool	19 Lovegrass, Sunset Valley 78745	Swimming Pool (R)	\$810.00	Permit Issued	3/31/2022
2022-45			25 Lone Oak Plumbing	25 Lone Oak, Sunset Valley 78745	Plumbing (R)	\$327.50	Permit Issued	3/22/2022
2022-46			25 Lone Oak Electrical Permit	25 Lone Oak, Sunset Valley 78745	Electrical (R)	\$267.50	Permit Issued	3/22/2022
2022-47			25 Lone Oak Mechanical Permit	25 Lone Oak, Sunset Valley 78745	Mechanical (R)	\$267.50	Permit Issued	3/22/2022
2022-48			Vibe Optometry	5601 Brodie, Sunset Valley 78745	Sign (C)	\$262.50	Permit Issued	3/30/2022
2022-49			Electrical to 19 Lovegrass	19 Lovegrass, Sunset Valley 78745	Electrical (R)	\$415.00	Permit Issued	3/21/2022
2022-53			Gas Test	5400 brodie, Sunset Valley 78745	Mechanical (C)	\$172.50	Permit Issued	3/24/2022
2022-55			11 Sunset Trail - Reroof on Home	11 Sunset Trail, Sunset Valley 78745	Remodel/Addition (R)	\$210.00	Permit Issued	3/31/2022
2022-56			4715 Demolition Work Only	4715 US 290, WellMed	Demolition (C)	\$1312.50	Permit Issued	3/31/2022
2022-57			4715 WellMed Construction	4715 S. Lamar, 4715 US 290/WellMed 78745	New Construction (C)	\$5885.75	Permit Issued	3/29/2022
2022-58			4800 W. US 290 - Townbridge Office Site Plan	4800 W. US 290, Sunset Valley 78745	New Construction (C)	\$9501.30	Pending Payment	3/30/2022
2022-59			Wright Home - Redo Breaker/Service Panel box	6203 Brodie Lane, Sunset Valley 78745	Electrical (R)	\$147.50	Permit Issued	4/12/2022
2022-60			Halo Signage With Wireway	4715 S Lamar Blvd #101A, Sunset Valley, TX 78745	Sign (C)	\$382.50	Pending (Under Review)	4/18/2022
2022-62			Townbridge Office	4800 W HWY 290 SRV, Sunset Valley 78735	New Construction (C)	\$5427.70	Pending (Under Review)	4/21/2022
2022-63			Arborist Review of Proposed Tree Removal		Tree Removal (R)		Pending (Under Review)	4/28/2022



Permits Issued Report

Issued dates: 3/1/2022 thru 4/28/2022

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Report Recap

Project Type	# of projects	Total Fees
Swimming Pool (R)	1	\$810.00
Plumbing (R)	1	\$327.50
Electrical (R)	3	\$830.00
Mechanical (R)	1	\$267.50
Sign (C)	2	\$645.00
Mechanical (C)	1	\$172.50
Remodel/Addition (R)	1	\$210.00
Demolition (C)	1	\$1312.50
New Construction (C)	3	\$20814.75
Tree Removal (R)	1	
TOTAL	15	\$25389.75

Public Safety Report

City Council Meeting 5.3.2022



Council Information Requests	N/A
Projects Ongoing or Planned (See project planning sheet)	<ul style="list-style-type: none">• Texas Police Chiefs Best Practices Recognition Program• Emergency Exercise Tabletop 10/2022• Emergency Operations Purchases• RFP for Facility Security• 290 W/B cleanup two dates moved to October 2022• SVPD selected as Outstanding Law Enforcement Team of 2021 by 100 Club of Central Texas (Will receive honor at Luncheon 5/5/2022)
Issues	<ul style="list-style-type: none">• Illegal camping• Trail patrols• Unrestrained animals• Graffiti in 3300 block of Jones Road
Resident Information Requests	

Meetings	4.25.2022 Public Safety Meeting Recommended that residents of the three city subdivisions contact City Council Members if a majority of residents within the subdivision want speed bumps or humps installed on their street(s).
Upcoming Topics for Agenda or Discussion	RFP for Facility Security Proposals due 4/21/2022 Committee of City staff and Univista scoring and recommendation 4/27/2022
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.

Public Works Report

May 3rd, 2022.

Carolyn Meredith, Public Works Director



Adventure Build Volunteers needed for Saturday May 7 and 14th (8:00-2:00)
May 21st, 2022-Public Works Open House (9:30-noon)

Projects Ongoing
or Planned

Projects

- CIP- [visit CIP webpage](#). All project expenditures will be updated once invoices are received after the first of the month.
- Violet Crown Trail- Project is underway.
- Adventure Build Preparations
- Artfest Preparation and Assistance
- Vehicle Safety Light Installation

Water

- Austin Water Contract-Continued discussion with Austin Water.
- Valve Maintenance Schedule
- Backflow Weather Protection-Awaiting final enclosure.
- Training Schedule for AMI
- Water System Investigation-Sunset Valley Meadows.
- Meter Audit

Wastewater

- Generator purchase pending

Streets

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

Parks and Open Space

- Parks and Open Space Master Plan-Assessments underway.
- Yellowtail Pond Trail-Drainage repaired; trail work will continue.
- ADA Trail at Community Garden
- Trail Work at Valley Creek Park complete, finalizing fence, screening and signage.
- Trail Cleaning and Deadwood Removal along trails.

Drainage and Water Quality

- Water Quality Pond Maintenance RFB
- Repairs to City Hall Pond Fountain

Facilities

- Emergency Power at PW/CH
- City Hall Repairs and AV integration
- Repairs to City Hall Irrigation System by Chasco
- Fence Replacement at Farmer's Park

Planning

- Comprehensive Plan Updates
- Land Development Code RFQ issued
- Website Updates
- Open House Planning
- Teen Program Planning
- Asset Management Program Pilot Program

Training and Education

- Testing for Class C water license for Rolando, Class D for Zachary, Dakota, and Sam and Wastewater Collection for Carolyn and Duncan.
- Safety Training

Completed
Maintenance Items

- Lift Station Cleaned
 - General City Maintenance
 - Daily Samples
 - Line Locates
 - Meter Reading
-

	<ul style="list-style-type: none"> ● Monthly Flushing ● Invasive Species/Deadwood Removal-American Youthworks ● Vehicle and Equipment Maintenance ● Graffiti Removal ● Storage Yard Maintenance ● Fountain Repaired at City Facilities Pond ● HWY 290 Sewer Line Maintenance ● Trail Repairs-Sunset Valley Nature Area. ● Meadows Valve Maintenance ● Mowing of 6401 Brodie and South Hills Maintenance Trail ● Household Hazardous Waste Pickup ● Annual Sign Inspection ● Lone Oak Water Leak Repair ● PD Generator Maintenance ● Tree Removals Sunset Trail ● Water Sampling Training
Utility Project Assistance – Oversight	<ul style="list-style-type: none"> ● Residential Project damage to City Property
Resident Information Requests	<ul style="list-style-type: none"> ● Development Requests ● Tree Removal Permits
Meetings	<ul style="list-style-type: none"> ● Planning and Environmental Committee ● Public Works Committee ● Parks and Open Space Ad Hoc Committee ● Comprehensive Plan Town Hall Meeting
Upcoming Topics for Agenda or Discussion	Surplus material disposal

CITY COUNCIL MEETING DATE: MAY 3, 2022



CITY COUNCIL AGENDA ITEM #6

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

COUNCIL SPONSOR: Mayor Bruner, mbruner@sunsetvalley.org

SUBJECT: COMMITTEE APPOINTMENTS

DESCRIPTION: Consider and act on approval of an Ordinance amending Chapter 31 aligning Standing Committee appointments with the fiscal year.

BACKGROUND: The Ordinance presented with this agenda item cleans up language that was not included in Ordinance #220419-A passed at the previous Council meeting. Additional language that referred to Committee appointments aligning with the City's election, rather than the City's fiscal year, has now been removed.

APPLICABLE CODE SECTIONS: 31.17

FUNDING: N/A

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

STAFF RECOMMENDATION: APPROVE

SUPPORTING MATERIALS PROVIDED: YES

- DRAFT ORDINANCE

ORDINANCE # _____

AN ORDINANCE AMENDING CITY OF SUNSET VALLEY, TEXAS CODE OF ORDINANCES SECTION 31.17 “APPOINTMENT OF MEMBERS” RELATING TO THE APPOINTMENT OF MEMBERS TO STANDING COMMITTEES AND THE ARTS COMMISSION, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City desires to make changes to the appointment of members of Standing Committees in order to align with the City’s fiscal year.

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

SECTION 1. Amendment of Ordinance. The City of Sunset Valley, Texas’ Code of Ordinances Section 31.17 is hereby amended as follows:

§ 31.17 APPOINTMENT OF MEMBERS.

(A) Committee members shall be appointed by the City Council.

(B) Committee members will be appointed at the last meeting in September in alignment with the fiscal year so that committees may be seated at the commencement of the fiscal year. Additional appointments may be made from time to time as determined by the Council to fill a vacancy or to add additional member(s) or alternate(s).

(C) Committee member appointments will be for a term of one year ~~or until appointments are made following the city elections.~~

(D) In the event of the resignation of a regular member, the City Council shall give consideration to appointing sitting alternate members as regular members, prior to appointment of new regular members.

(E) No individual may serve concurrently as a regular member on more than two Standing or Special Committees.

(F) No individual may serve concurrently as a regular or alternate member of a Standing Committee while also serving on the City Council, Zoning Commission, or Board of Adjustment.

(G) There are four categories of committee appointments:

(1) Regular members shall be residents of the city and will have full voting privileges and count toward a meeting quorum.

(2) Alternate members shall be residents of the city and will not have voting privileges or count toward a meeting quorum except as provided in § [31.19\(B\)](#).

(3) Honorary members are not required to be city residents and do not have voting privileges or count toward a quorum.

(4) City Council Liaison is the City Council member assigned to a committee as a non-voting member. The City Council Liaison provides communication between the City Council and the committee. The City Council Liaison cannot be an officer of the committee. The City Council Liaison shall have the following roles:

(a) Serves as the primary two-way communications channel between Council and standing committees, and the Arts Commission.

(b) Advises the City Council of any activities conducted by the committee or commission through quarterly reports at Council meetings or work sessions.

(c) Helps resolve questions the committee or commission may have about the role of Council or municipal government.

(d) Advises the committee or commission on most recent Council action or activities related to the committee or commission.

(e) Establishes formal or informal contact with the chairperson of the committee or commission and effectively communicates the role of the City Council Liaison.

(f) Provides procedural direction and relays Council's position to the committee or commission.

(g) Assists the committee or commission in staying on track and focused on council outcomes/goals assigned to them.

(h) Encouraged to attend all meetings of the assigned committee or commission.

(5) The Liaison shall provide a quarterly written report to the Council.

(Ord. 70619-B, passed 6-19-2007; Ord. 100706-B, passed 7-6-2010; Ord. 140805, passed 8-5-2014; Ord. 141217-B, passed 12-17-2014; Ord. 170110-A, passed 1-10-2017; Ord. 181218-B, passed 12-18-2018; Ord. 200204, passed 2-4-2020; Ord. 210105, passed 1-5-2021)

SECTION 2. Effective Date. This Ordinance shall be effective immediately upon adoption.

SECTION 3. Severability. If any provision of this Ordinance is found by a court of competent jurisdiction to be void or unenforceable, such void or unenforceable provision shall be severed as though it never formed a part of the Ordinance, and all other provisions hereof shall remain in full force and effect.

PASSED AND APPROVED AND ADOPTED this the 3rd day of May 2022.

ATTEST:

CITY OF SUNSET VALLEY, TEXAS

Matt Lingafelter, City Secretary

Marc Bruner, Mayor

CITY COUNCIL MEETING DATE: MAY 3, 2022



CITY COUNCIL AGENDA ITEM #7

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

COUNCIL SPONSOR: Mayor Bruner/Administration

SUBJECT: SPECIAL USE PERMITS

DESCRIPTION: Consider and act on approval of a Temporary Special Use Permit for Academy Sports & Outdoors to hold a customer appreciation event in the parking lot of 5400 Brodie Lane on Saturday, May 14, 2022.

BACKGROUND: This is a request from the Sunset Valley Academy Sports & Outdoors to use a portion of their parking lot to hold a customer appreciation event. There will be BBQ food samples, as well as a radio station onsite doing promotions. Academy understands that the BBQ vendor will need to obtain a Temporary Food Permit from the City of Austin.

APPLICABLE CODE SECTIONS: Section 2.501(j) of the Land Development Code

A Temporary Special Use Permit may be granted by the City Council on the terms and conditions determined by the City Council for a period not to exceed thirty (30) consecutive calendar days. A Temporary Special Use Permit may be extended for an additional fifteen (15) consecutive calendar days upon approval of the City Council.

Sec. 2.502 General Criteria Applicable to All Special Uses and Temporary Special Uses

Sec. 2.504 General Requirements for All Special Uses and Temporary Special Uses

FUNDING: N/A

STAFF RECOMMENDATION: APPROVE

SUPPORTING MATERIALS PROVIDED: YES

- Permit Application

CITY OF SUNSET VALLEY, TEXAS
TEMPORARY SPECIAL USE PERMIT APPLICATION

Name of Applicant: Academy Sports + Outdoors

Phone: 281-646-5545 (Corp. Contact) Email Address: Legal-LicensesPermits@academy.com

Mailing Address: 1800 N. Mason Rd., Attn: LicensesPermits, Katy, TX 77449

THE FOLLOWING INFORMATION MUST BE COMPLETED PRIOR TO SUBMISSION TO THE CITY COUNCIL FOR CONSIDERATION OF APPROVAL:

Dates you wish this permit to cover: From May 14, 2022 (1 day event) To 11am - 2pm
(Must not exceed thirty (30) days)

Site Location/Address: 5400 Brodie La., Sunset Valley, TX 78745

Describe Special Use Requested: Customer Appreciation Event - Our vendor, Backyard Pitmasters, will do BBQ cooking demos and give out free samples. There will also be a radio remote on-site during the event. We will have 10x10 EZ Up Canopies for shade (no sides). Backyard Pitmasters will secure any required Food Permits for the event.

IF THE APPLICANT REQUESTING THE PERMIT IS NOT THE OWNER OF THE PROPERTY, THIS APPLICATION SHALL BE ACCOMPANIED BY WRITTEN APPROVAL FROM THE PROPERTY OWNER.

Please attach a letter that addresses compatibility with the location’s zoning, nuisance and disturbance factors impacting neighboring properties, and traffic issues, such as congestion, safety hazards, or parking. Also, please attach a map showing location site, roadways, entrance and exits, and location of any accessory structures to be placed on the site.

It is hereby agreed that for and in consideration of the approval of this permit application, the proposed use shall be performed and completed in accordance with the plans and specifications as approved and any applicable Ordinance requirements of the City of Sunset Valley. All plans and specifications by the applicant and approved by Sunset Valley in connections with this application are hereby made a part of this application. All work approved by this permit is subject to the inspection and control of the City of Sunset Valley.

I certify that the above statements are true and correct. Authorization is hereby given to the licensing authority of the City of Sunset Valley to enter upon the above described private property for the purpose of evaluation and inspection.

SPECIAL CONDITIONS: _____

4.21.2022
Date

P Koeper
Applicant Signature

Patti Koeper
Applicant Printed Name

Permit Fee: _____
Amount Paid Date Paid Receipt Number

CITY COUNCIL MEETING DATE: MAY 3 2022



CITY COUNCIL AGENDA ITEM #8

STAFF PREPARER/CONTACT INFORMATION: Lenn Carter, Police Chief
lcarter@sunsetvalley.org

COUNCIL SPONSOR: Rob Johnson, rjohnson@sunsetvalley.org)

SUBJECT: RFP #20220322-SURVEILLANCE AND ACCESS CONTROL SYSTEMS

DESCRIPTION: Consider and act on approval of a contract with Entech, in an amount not to exceed \$62,139, for Surveillance and Access Control Systems. (Council Member Johnson/Public Safety)

BACKGROUND:

On March 22, 2022, the City Council approved the issuance of RFP No. 20220322 for Surveillance and Access Control System Improvements for City Facilities. Between March 28, 2022, and April 12, 2022, staff conducted site walks of city facilities with several prospective vendors. The responses were due by April 21, 2022. A total of six vendors were responsive and submitted proposals. On April 27, 2022, a committee consisting of staff from the Police Department, Public Works, and Univista (the City's IT contractor) evaluated and scored the proposals based on the following criteria set forth in the RFP:

- Responsiveness to RFP
- Approach to Methodology
- Experience of the Firm
- Staffing and Experience
- Satisfaction of Clients/End Users
- Pricing

Based on the above criteria, the committee selected a proposal from Entech, located in Austin, Texas, in the amount of \$62,139.

Funding for the project is allocated in the FY 21-22 Capital Improvement Plan (CIP). In that plan, \$115,000 was allocated for public safety improvements on the City Hall campus.

FUNDING:

CURRENT YEAR FISCAL BUDGET							
FUND	DEPT.	ACCT.	BUDGET	FY 22 EXPENDITURES	FY 22 YTD	THIS ITEM	REMAINING
Capital Improvement-30	02-Public Safety	5764- Public Safety Improvements	\$115,000	0	0	\$62,139	\$52,861
PRIOR YEAR FISCAL BUDGET(S)							
BUDGET YEAR	FUND	DEPT.	DESC.	ACCOUNT	AMOUNT	TOTAL	NOTES
NA							

STAFF RECOMMENDATION: Award RFP No. 20220322 for surveillance and access control systems for city facilities to Entech in the amount of \$62,139

SUPPORTING MATERIALS PROVIDED: YES

- RFP #20220322
- CONTRACT WITH ENTECH



**CITY OF SUNSET VALLEY
3207 JONES ROAD
SUNSET VALLEY, TEXAS 78745
REQUEST FOR PROPOSALS (RFP)**

RFP NO: 20220322	DATE ISSUED: 3/24/2022
ITEMS/SERVICES: SURVEILLANCE AND ACCESS CONTROL SYSTEMS	DATE CLOSED: 04/21/2022

The City of Sunset Valley is accepting proposals for SURVEILLANCE AND ACCESS CONTROL SYSTEMS.

Late bids will not be accepted. The work shall consist of furnishing all labor, materials, tools, equipment, appurtenances, and incidentals for providing SURVEILLANCE AND ACCESS CONTROL SYSTEMS in accordance with the specifications for the agreement. Proposals must be received by 3:00 p.m.

Thursday, April 21, 2022. Copies of the RFP are available electronically at www.sunsetvalley.org and for pickup at the Sunset Valley Police Department, 3207 Jones Road, Sunset Valley, Texas 78745 during normal business hours 8:00 a.m. to 5:00 p.m., Monday through Friday.

GENERAL INSTRUCTIONS

1. Submit ONE original proposal via email to lcarter@sunsetvalley.org
2. All submissions should be titled "Quotation for SURVEILLANCE AND ACCESS CONTROL SYSTEMS (Bid No.20220322)."

3. Interested vendors MUST schedule an on-site visit of facilities and system equipment, in accordance with **Section 14. ON SITE VISITS** of this RFP. All visits must be scheduled in advance by contacting the City Point of Contact.
4. Email proposal packages to **City Point of Contact:**

Lenn Carter
Police Chief
City of Sunset Valley
512.892.1384
lcarter@sunsetvalley.org

Proposals must be received no later than **3:00 p.m. on Thursday April 21, 2022.**

1. INTRODUCTION

The City of Sunset Valley (City) is requesting proposals from qualified, professional surveillance and access control system vendors. The qualified vendor would enhance the City's existing surveillance and access systems which would enable the City to address security and safety concerns.

2. BACKGROUND INFORMATION

The City of Sunset Valley is in Travis County, Texas. The City is a general law city located approximately six miles from downtown Austin. It is a Mayor-Council municipality with a strong mayor form of government. The City is a residential community anchored by a mix of retail businesses.

The City employs 27 staff members who occupy three separate campuses, a Police Facility, City Hall, and Public Works. The Police Department and Public Works campuses have functioning surveillance and access control systems that are failure prone and are unable to operate to their full capabilities. City Hall has an access control system and an outdated surveillance system that needs replacement.

Staff conducted a threat assessment of these facilities and determined that installing surveillance systems would assist in addressing safety concerns. Therefore, staff identified the need to both modernize existing surveillance and access control systems at the Police Department and Public Works and add surveillance capabilities to City Hall. Staff further recognizes the financial costs associated and is requesting a separate bid for each of the three identified campuses.

3. OBJECTIVES

The City of Sunset Valley seeks an enhanced public safety surveillance system for the following City campuses; Police Department, City Hall, and Public Works. General goals and objectives expected to result from the new system include:

- A. Modernization of existing surveillance system at Public Works facility to address security concerns and protect staff against potential threats.
- B. Modernization of existing surveillance system at the Police facility to address security concerns and protect staff against potential threats.
- C. Installation of a surveillance system at City Hall to address security concerns and protect facilities from after-hours threats.
- D. Ability for surveillance systems at each of the three facilities to function via power over Ethernet or via Wi-Fi or a combination of both.
- E. Ability for information to be stored on either a local server or on the cloud for up to a year.
- F. Ability for cameras at all the campuses to be monitored at the Police Department
- G. Ability for the cameras at City Hall and Public Works to be monitored within each building to address security concerns.

The City reserves the right to reject all proposals, disqualify nonconforming or incomplete proposals at its sole discretion, waive deviations from the RFP, and determine whether proposers are qualified, or to make no award. The City reserves the right to issue addenda to the RFP, to modify the RFP, to modify the franchise agreement, or to withdraw the RFP. The City may request clarification or additional information from any of the proposers at any point in the RFP process. Proposals must comply fully with the requirements detailed in this RFP. Required supporting documentation must be included as attachments and be appropriately identified. All proposers should take whatever steps they believe are necessary to reasonably establish the actual existing service information when preparing their proposals.

4. SUBMISSION REQUIREMENTS AND CONDITIONS

Vendors wishing to be considered in the selection process must email ONE complete proposal package to the Point of Contact no later than 3:00 p.m. Thursday, April 21, 2022. The submission must be titled “Quotation for SURVEILLANCE AND ACCESS CONTROL SYSTEMS (Bid No.20220322).”

This RFP is available online at www.sunsetvalley.org and available for pickup at the Sunset Valley Police Department at 3207 Jones Road, Sunset Valley, TX 78745 Monday – Friday from 8:00 a.m. through 5:00 p.m.

The City requests that the submitted proposal address the points outlined in **3. OBJECTIVES (A – G)** with specificity. The evaluators are looking for content, organized effort, and solution-oriented proposals.

Each proposal shall provide the following information:

5. LETTER OF TRANSMITTAL

The letter of transmittal must contain the following statements and information:

- A. Legal company name, address, telephone number(s) and website.
- B. Name, title, email address, and telephone number of the person(s) to contact and who are authorized to represent the company and to whom correspondence should be directed.
- C. Complete a W-9 that includes Federal taxpayer identification numbers of the company.
- D. A brief statement of your understanding of the services to be performed and make a positive commitment to provide services as specified.
- E. The letter must be signed by an officer of the firm, or the person authorized to bind the vendor to the proposal and cost schedule.
- F. A statement indicating that the proposal and cost of service schedule will be valid and binding for ninety (90) days following the proposal date.
- G. At least 5 vendor references from projects similar in scope and size to the proposed project.

6. COMPANY PROFILE

Provide a brief profile of the company including at a minimum:

- A. Length of time in business
- B. Length of time providing the proposed services
- C. Number of clients in the public sector
- D. Number of full-time employees and area of involvement; Technical Support, Sales Support, Administrative Support.
- E. Location of offices to service the account.
- F. Historically Underutilized Business (HUB) statements, if applicable.

7. PROPOSAL

- A. Description of the approach the vendor will use in providing the services requested.
- B. Provide a system overview.
- C. Discuss system requirements
- D. Describe the implementation process.
- E. Explain system warranty, maintenance, and support.
- F. Discuss user licenses, annual fees, and any services not under the fixed fee.
- G. Provide individual price quotations for: City Hall, Public Works, and Police Department.
- H. Include a pricing summary.
- I. Include, if applicable, any information about why the company is uniquely qualified to perform the services.

8. DRAFT CONTRACT LANGUAGE

The vendor shall submit a draft contract.

9. CONFIDENTIAL INFORMATION

To the extent permitted under Texas law, all proposals will be kept confidential. In the event any proposed vendor believes that any information submitted with its proposal is confidential, classified, or proprietary business information, such information should be explicitly identified and marked. The reason for such designation should also be stated. Proposals will only be accepted from vendors authorized to do business in the State of Texas

10. REQUIRED ATTACHMENTS AND CERTIFICATIONS

The following attachments to this RFP are required to be submitted with your proposal:

- Certificate of Non-Discrimination (Attachment B)
- Ethics Affidavit (Attachments C and C-1)
- Drug and Alcohol-Free Workplace Certification (Attachment D)

11. EVALUATION CRITERIA and SELECTION PROCESS

The selection will be made by City Council on recommendations from staff. The City requires that the vendor direct any questions to the City Point of Contact. The City established minimum standards for responsible prospective contractors are:

- Have a satisfactory record of performance;
- Have adequate financial resources, or the ability to obtain such resources as required;
- Be able to comply with the required or proposed schedule;
- Have a satisfactory record of integrity;
- Have a positive reputation for quality goods or services;
- Positive past relationship with the City (if any).

Vendors may be asked for additional information to demonstrate they meet minimum standards. The evaluation and selection process will be completed using the following criteria as a benchmark for

making a recommendation. Each proposal will be evaluated using the criteria and rating system shown below:

- A. Responsiveness to the RFP (5 points)
- B. Approach and Methodology (20 points)
- C. Experience of the Firm (15 points)
- D. Staffing and Experience (15 points)
- E. Satisfaction of Clients/End Users (25 points)
- F. Pricing (20 points)

The award of contract will be made to the firm, whose proposal receives approval of the City Council. Following selection of the recommended vendor, a letter will be sent to all bidders informing them of the City's selection and the date of anticipated City Council meeting to award the contract. Award will be made to the vendor whose proposal best complies with the RFP and will be the most advantageous to the City. The City will negotiate contractual terms of services with the selected vendor and, upon successful negotiation; complete the contract award. The City is not liable for any costs for work or services performed by the selected Vendor prior to completion of an executed contract and contract start date.

The following is the proposed schedule for selecting a vendor:

March 24, 2022- Issue RFP

April 21, 2022 @ 3:00 P.M. - Deadline for Receipt of Proposals

May 3, 2022 - City Council Award

May 26, 2022 - Start of Contract

12. LATE PROPOSALS

Proposals emailed after the designated time will not be considered in the selection process and will be retained unopened. Complete proposals are due 3:00 p.m. April 21, 2022.

13. QUESTIONS AND ADDENDUMS TO THE RFP

Bidders having questions concerning specifications to this RFP should submit them in writing (email) to the attention of the City Point of Contact. Questions should be submitted not later than close of business, Monday, April 11, 2022, so that appropriate information may be researched and made available to all bidders. If it becomes necessary to revise any part of the RFP or otherwise provide additional information, an addendum will be issued by the City. Unauthorized contact regarding this request for proposal with employees may result in disqualification. Any oral communication will be considered unofficial and non-binding.

14. ON SITE VISIT

All prospective vendors must schedule an on-site visit to review facilities and equipment. Visits must be scheduled in advance of arrival; please no drop ins. Appointments can be scheduled Monday-Friday during normal business hours 8:00 A.M. to 5:00 P.M., beginning Monday, March 28, 2022, at 10:00 A.M. To schedule a visit, email or call the Point of Contact.

15. MISCELLANEOUS

The City reserves the right to reject any or all proposals for failure to meet the requirements contained herein, to waive any technicalities, and to select the proposal which, in the City's sole judgment best meets the requirements of the program. The RFP creates no obligation on the part of the City to award a contract or compensate the Bidder for any costs incurred during proposal presentation, response, submission, presentation, or oral interviews. The City reserves the right to award a contract based on proposals received without further discussion or negotiation or interview the higher rated bidders. If the City intends to hold interviews, the vendor(s) to be interviewed will be contacted to schedule an

interview. Vendors should not rely upon the opportunity to alter their qualifications during any discussions. Submit your proposal as your best and final offer.

16. LEGAL RELATIONS AND RESPONSIBILITIES

A. CONTRACT

A contract equally binding between the CONTRACTOR and the CITY shall be produced, if and when, CONTRACTORS proposal is accepted by the CITY. The CONTRACTOR shall not sell assign, transfer, or convey this contract in whole or in part without the prior written consent of the CITY.

B. DRUG FREE WORKPLACE

It is the policy of the City of Sunset Valley to maintain a drug-free workplace. CONTRACTORS and their employees are expected to report to work with an appropriate mental and physical condition for work. CONTRACTORS must complete and adhere to Drug and Alcohol-Free Workplace Certification, **Attachment D**, and submit with this proposal for consideration.

C. ETHICS/CONFLICTS OF INTEREST

No public official or CITY employee shall have a personal or financial interest in this contract. CONTRACTOR shall not offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the CITY during the procurement period or life of the contract. CONTRACTORS must disclose any prior or existing business relationship with CITY employee, officials, or agent; and submit Ethics Affidavit with proposal **Attachments C and C-1**.

D. HOLD HARMLESS

The CONTRACTOR shall defend, indemnify and save harmless the CITY and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bids award. CONTRACTOR indemnifies and will indemnify that save harmless the CITY from liability, claim or demand on their part, agent's servants, customer, and or employees whether such liability, claim or demand arise from the event or casualty happening or within the

occupied premises themselves or happening upon or in any of the halls, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. CONTRACTOR shall pay any judgment with costs, which may be obtained, against the CITY growing out of such injury or damages.

E. HOLIDAYS AND HOURS OF WORK

No work shall be allowed on designated holidays unless specific prior arrangements have been made. Work will be scheduled around major City events and holidays.

F. INSURANCE

The CONTRACTOR responsible for services performed at the site will provide proof of Worker's Compensation Insurance, General Liability Insurance, and Umbrella Liability Insurance. The CONTRACTOR should not include such insurance costs in its proposal. Insurance requirements are located in **Attachment E**.

G. NON-DISCRIMINATION AND EMPLOYMENT

The CITY encourages equal employment opportunity practices on the part of private businesses and persons seeking to do business with the CITY are expected to comply with applicable Federal and Texas State laws, regulations and orders relating to equal employment and non-discrimination, with regard to, employees and subcontractors. Bidders must complete **Attachment B** and return with proposal.

H. PAYMENT

Invoices must be fully itemized and provide sufficient information for approving payment and for auditing purposes. Invoices must be billed on a monthly basis including all services and supplies provided during the month. Invoice should be addressed to City of Sunset Valley Accounts Payable. Invoices will be paid net 30 days.

END

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ATTACHMENT B
SURVEILLANCE AND ACCESS CONTROL SYSTEMS
CITY OF SUNSET VALLEY
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

ATTACHMENT C
SURVEILLANCE AND ACCESS CONTROL SYSTEMS
CITY OF SUNSET VALLEY
ETHICS AFFIDAVIT

STATE OF TEXAS

COUNTY OF TRAVIS

Date: _____

Name of Affiant: _____

Title of Affiant: _____

Business Name of Bidder: _____

County of Bidder: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Bidder to make this affidavit for Bidder.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Bidder has received the list of key contracting persons associated with this invitation for bids, which is attached to this affidavit as Exhibit C-2.
5. Affiant has personally read Exhibit C-1 and C-2 to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "C-1" 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 Request for Proposals.

Signature of Affiant

Address

ATTACHMENT C-1
SURVEILLANCE AND ACCESS CONTROL SYSTEMS
CITY OF SUNSET VALLEY

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 warrants that Bidder is not doing business and has not done business during the 365-day period immediately prior to the date on which this bid is due with any key person.

Signature

Print Name

EXHIBIT C-2
SURVEILLANCE AND ACCESS CONTROL SYSTEMS
LIST OF KEY CONTRACTING PERSONS
City of Sunset Valley

<u>Position Held</u>	<u>Name of Individual</u>
Mayor	Marc Bruner
Mayor Pro-Tem	Alfonso Carmona
Councilmember	Rudi Rosengarten
Councilmember	Robert Johnson
Councilmember	Wanda Reetz
Councilmember	Justin Litchfield
City Administrator	Sylvia Carrillo
Director of Public Works	Carolyn Meredith
Chief of Police	Lenn Carter
Accountant	Suzanna Fleegal

ATTACHMENT D
SURVEILLANCE AND ACCESS CONTROL SYSTEMS
AT THE SUNSET VALLEY CITY HALL
DRUG-FREE WORKPLACE CERTIFICATION

It is the policy of the City of Sunset Valley to maintain a drug-free work place. 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.

Signature

Date

Print Name and Title

ATTACHMENT E
SURVEILLANCE AND ACCESS CONTROL SYSTEMS
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



**Quotation for
*Surveillance and Access Control Systems***

Bid No. 20220322

Bid Date: April 21, 2022

Proposal Submitted to:

Lenn Carter
City of Sunset Valley Police Chief

****Address****
Office: 512-892-1384
Email: lcarter@sunsetvalley.org

Proposal Provided by:

Matt Dionne
Account Executive

Entech Sales and Service
2324 Ridgepoint Dr, Suite G
Austin, Texas 78754
Office: 512-719-5191
Email: matt.dionne@entechsales.com

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 - Certificate of Non-Discrimination (Attachment B)
 - Ethics Affidavit (Attachments C & C-1)
 - Drug and Alcohol-Free Workplace Certification (Attachment D)

The documents and data contained herein and marked as confidential shall not be disclosed to parties outside of the projects general contractor or Owner, shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal.

1. Transmittal Letter

Dear Lenn Carter:

We would like to take this opportunity to present to you, the enclosed bid package for the Surveillance and Access Control Systems (Bid No.20220322).

Entech's understanding of the work to be performed as follows. Entech will provide a turnkey solution to upgrade, repair or replace physical security equipment. Entech plans to utilize the existing access control panels, wiring, door hardware, card readers, and cameras. While providing a new standalone Lenel server and Network Video Recorder with the most current version of Software installed. The main areas of work to be performed in order to complete this project, includes the installation of an access control server and new video surveillance systems. Entech employees are all security licensed and certified in the specified security systems. The field technicians will complete the installation, termination, and shall assist the City of Sunset Valley with the required programming as specified. Upon award of the contract a detailed review will be conducted of each facility and the required changes needed. Entech will provide pricing to complete this work based on the agreed upon amounts in the contract.

Entech fully accepts any incurred expenses due to the preparation of this proposal, including travel expenses for oral presentations (if required), and candidate interviews.

Entech accepts the terms and conditions provided in this solicitation without any deviations or exceptions.

Included you will find the required documents as well as information about Entech, and our detailed proposal. If there is any additional information that I can provide please do not hesitate to contact me at 512-719-5191, or by email, matt.dionne@entechsales.com.

Respectfully,



Matt Dionne
Account Executive

Entech Sales & Service, LLC
2324 Ridgepoint Dr, Suite G
Austin, TX 78754
512-719-5191
www.entsales.com

- **Legal Company Information**

Entech Sales and Service, LLC

Our Principal/Corporate Office is located at the address below:

Corporate Office
3404 Garden Brook Dr.
Dallas, TX 75234
469-522-6000
www.entechsales.com

Our Austin branch is located at the address below:

2324 Ridgepoint Dr, Suite G
Austin, TX 78754
512-719-5191
www.entechsales.com

Point of Contact

Account Executive
Matt Dionne
matt.dionne@entechsales.com
512-719-5191

- **W-9**

- **Proposal Overview**

Entech plans to modernize the City of Sunset Valley's Access Control and Video Surveillance Systems by providing a more maintainable and sustainable system that address the cities security concerns. Entech plans to utilize standalone onsite servers for the access control and video surveillance, allowing the city a more robust system along with maintain the integrity/chain of custody of the data and video footage. And leverage the cities current investment in the existing access control panel, door hardware, card readers, and camera to connect to the new servers and software.

We are recommending adding 7 additional cameras and 2 Video Intercoms. 2 exterior 360 degree cameras (capturing circle drive and entrance) at PD, 1 Fixed Exterior Camera at PD, 1 exterior 360 degree camera at City on inner drive, 1 fixed exterior camera City Hall(Jones Rd), 1 exterior 360 degree camera at Public Works, 1 exterior fixed camera at Public Works, 1 Video Intercom at PD, 1 Video Intercom at Public Works, 3 monitors at PD for displaying cameras, 2 Monitors at Pubic Works for displaying cameras, 1 Monitor at City Hall for displaying cameras.

Our plan is to start with the PD as this is the building in which the servers will reside. Followed by Pubic Works and City Hall. We estimate the project to take approximately 1 month to complete the project.

○ **Vendor References**

LenelS2
1212 Pittsford-Victor Road
Pittsford, New York 14534
Tel 585.248.9720 Fax 585.248.9185
www.lenel.com



February 15, 2019

To Whom It May Concern:

Lenel, a division of UTC Fire & Security Americas Corporation, Inc., hereby confirms that Entech Sales and Service Inc., 3404 Garden Brook, Dallas, TX 75234 has, as of the date of this letter and continuing through March 31, 2019 an agreement with Lenel that authorizes Entech Sales and Service Inc. to market, resell and implement Lenel products and support services in Texas.

Sincerely,

A handwritten signature in blue ink that reads 'Jeffrey A. Stanek'.

Jeff Stanek
General Manager
Lenel



April 22, 2019

To whom it may concern,

This letter is to verify that Entech Sales and Service with its location at 2136 Rutland Drive, Suite E, Austin, TX 78758 is currently a Salient Certified Reseller in good standing. As such, Entech Sales and Service has Salient trained and certified technicians and sales support resources on staff, and it is Salient's understanding that Entech Sales and Service is committed to maintaining this status in an ongoing manner. Furthermore, Salient is committed to providing manufacturer support through Entech Sales and Service as long as they maintain their status as a Salient Certified Reseller.

For additional information or if you have any further questions in regard to this, please feel free to contact me directly at Salient Systems Corporation.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Meiter".

Chris Meiter
President

PELCO GOLD PARTNER



Authorized Dealer

This is to certify that

ENTECH SALES AND SERVICE

is and authorized dealer of Pelco products and
services for Western US & Canada for the year of 2018





April 23, 2019

Entech Sales and Service
2136 Rutland Dr
Austin, TX 78758

To Whom It May Concern:

Please allow this letter to confirm that Entech Sales and Service with Headquarters in Dallas, TX is currently a member of the Axis Channel Partner Program and a Solution Gold partner in good standing with Axis. Axis Communications Inc. certifies Entech Sales and Service to resell Axis Communications products and solutions.

If you have any questions or need further information, please contact Axis sales at (800) 444-2947 Option 1 or email me at erin@axis.com.

Sincerely,

A handwritten signature in black ink, appearing to read "ERIN FITZGERALD".

Erin Fitzgerald
Senior Channel Coordinator, Partner Programs & Sales Systems
Axis Communications, Inc.

Building Technologies



BOSCH

April 23rd, 2019

Entech Sales & Service, Inc
2136 Ruthland Dr. Suite E
Austin, TX 78758

Bosch Security Systems, Inc.
130 Perinton Parkway
Fairport, NY 14450
Telephone +1 585 670-3751
Fax +1 866 612-1299
Amy.Cronin@us.bosch.com
www.boschsecurity.us

Re: Certification – Bosch Security Systems Authorization Letter

To Whom It May Concern,

This letter is to confirm that Entech Sales & Service, Inc, is an authorized North American Bosch Security Systems, Inc. Dealer.

Certification includes:

- Intrusion Systems
- Access Controls Systems
- Fire Systems
- Video Systems

If you have any questions or need further assistance, please contact Ian Carnegie at 512-547-9639 or ian.Carnegie@us.bosch.com for IFAS. For Video please contact Carlos Romo at 214-218-1686 or Carlos.Romo@us.bosch.com.

Yours sincerely,

Amy Cronin
Bosch Security Systems, Inc.
Manager – Sales Operations

BOSCH are Trademarks of Robert Bosch GmbH, Germany

2. Company Profile

o Company Overview

Entech Sales and Service, LLC

Entech was incorporated in 1981, and has been in business for 41 years. Our Principal/Corporate Office is located at the address below:

Corporate Office

3404 Garden Brook Dr.
Dallas, TX. 75234
(469) 522-6000

Austin Location

Entech opened its Austin Branch back in 1995 and have been in business for 27 years. We have over 30 employees and offer security and building automation services. Entech Austin has its own dedicated sales, installation, design, programming, and service departments. Our Service department is staffed with experienced and trained technicians that provide 24/7 service.

Entech Sales and Service Inc.-Austin Branch
2324 Ridgepoint Dr, Suite G
Austin, Texas 78754

Entech is an employee owned company that has maintained several qualified and extensively trained divisions dedicated to a special area of expertise. Pat Rucker and John Mattes started Entech in North Dallas. At the end of the first year Entech had grown from four to eight employees, and had a growing customer base. Currently, we employ over 400 employees, and have offices in Dallas, Garland, Fort Worth, Oklahoma, Houston, San Antonio, Buda, and Austin.

Officers / Board of Directors

Pat Rucker- President, Bernetta Rucker- CFO/Secretary Treasurer, John Mattes- Executive Vice President, and Vice Presidents include: Robin Mattes, Nick Kollasch, Scott Rankert, Bruce Long, Mark Braziel, Greg Schoenfeld, Rob Emmert, Brian Simmons, Bob Post, Sonny Goodwin, Rusty Riggs, Jeremy Doss, Scott Roemelin, Scott Perry, Brad Pettit, Brian Smith, and Mike Neagle.

o Experience & Former Clients

The main areas of work to be performed in order to complete this project, includes the installation of an access control and video surveillance systems. Entechs has been providing

the following services since we opened over 41 years ago and have maintained these services ever since. Our Austin branch has over 68 employees providing technical support, sales support, and administrative support on a daily basis. Entech employees are all security licensed and certified in the specified security systems. The field technicians will complete the installation, termination, and shall assist the Owner with the required programming as specified.

o **Various Clients:**

Below are just a few projects completed by Entech in which utilizes systems or goods pertaining to the services we will be providing. Entech is well versed in dealing with clients in the public sector as well as other various clients listed below. Out of respect for our customers, specific system details are not listed.

- **University of Texas- Various Buildings**

Project Scope: Axis Cameras, and Aiphone Emergency Intercommunication

Responsibilities: Installation, programming, project management, and engineering

- **Texas A&M University- Pandemic Influenza Facility and Various Buildings**

Project Scope: Lenel Access Control, Intrusion Detection, Video Surveillance, and Emergency Intercommunication and Duress

Responsibilities: Installation, programming, project management, and engineering

- **City of Austin- City Hall**

Project Scope: System Migration from Facility Commander to Lenel OnGuard. Video surveillance migration from Pelco VMS and analog cameras to Salient VMS and Axis cameras.

Responsibilities: Installation, programming, and project management

- **Austin Police Department**

Project Scope: Video surveillance migration from Pelco VMS and analog cameras to Salient VMS and Axis cameras.

Responsibilities: Installation, programming, project management, and engineering

- **City of Austin-Variou City Buildings**

Project Scope: Software House CCURE 9000; iStar controllers, Aiphone Emergency Intercommunication

Responsibilities: Installation, programming, project management, and engineering

- **Austin Community College- Round Rock**

Project Scope: Alertus Beacon

Responsibilities: Installation, programming, project management, and engineering

- **City of Round Rock- Various Building**

Project Scope: Successful transition of existing building access control and intrusion detection systems for eleven city buildings. Executed installation simultaneously without disruption to day to day operations.

Responsibilities: Installation, programming, project management, and engineering

- **AT&T, Inc.- Various Building**

Project Scope: Alliance partner. Entech completed a region wide system migration for all of the AT&T Facilities. Installation of access controls, video/CCTV, and intrusion for new construction and renovation projects.

Responsibilities: Installation, project management, and engineering

- **Travis County Ronald Earle Building**

Project Scope: Successful installation of building access control, video surveillance, and intercom systems for a new customer.

Responsibilities: Installation, project management, and engineering

- **Data Foundry, Inc.**

Project Scope: Installation of Lenel access control, video surveillance, intercoms, biometrics, key management system, and system integrations

- **Project Contact Information**

Below is the proposed team and the areas that they will be focused on for this project. Shown below is the length of time each individual has been with Entech.

- Project Overview: The people listed below will assist with the project as a whole and will provide any assistance where required. This will include, but not limited to change orders, invoices, and project concerns.

Employee Name	Position	Years of Employment	Position Description
Mark Braziel	Division Manager/Vice President	27	Divison Operations
Greg Schoenfeld	VP of Business Development	22	Management of Account Managers and Accounts
Matt Dionne	Account Executive	5	Manage Accounts

- Project Management: The Project Manager listed below offers extensive experience and project manager expertise. The PM shall oversee the project, attend meetings, and provide project reports.

Employee Name	Position	Years of Employment	Position Description
Jay Gonzales	Project Manager	14	Manage and Supervise Projects and Field Technicians

- **Design and Programming:** The Design and Programming team consists of employees who are proficient in AutoCAD and have superior programming knowledge.

Employee Name	Position	Years of Employment	Position Description
Mike Chavez	Design/Programming Manager	13	Application, Software, and Team Management
Enrique Gutierrez	Software Engineer	16	Software Development

- **Installation:** These project and field specialist have a proven history in providing a quality installation that meets and exceeds the industry standards. They are exceptionally knowledgeable, skilled, trained, licensed, and certified.

Employee Name	Position	Years of Employment	Position Description

- **Service:** Entech provides standard & emergency factory trained service, twenty-four (24) hours/day, and seven (7) days per week. Our service department will assist as needed in the warranty phase of this project.

Employee Name	Position	Years of Employment	Position Description
Rob Howe	Service Manager		Managers Service Department
Jacqui Felan	Service Coordinator	5	POC and Coordinator for Service Department
Service	Service Technicians	2-13	Service Requests, Maintenance and Installation



Security Proposal

April 21, 2022

Submitted to: The City of Sunset Valley
Attention: Chief Lenn Carter

Project: RFP 20220322 SURVEILLANCE AND ACCESS CONTROL SYSTEMS
Scope: Access Control and Video Surveillance

Scope of Work :

Entech plans to modernize the City of Sunset Valley's Access Control and Video Surveillance Systems by providing a more maintainable and sustainable system that address the cities security concerns. Entech plans to utilize standalone onsite servers for the access control and video surveillance, allowing the city a more robust system along with maintain the integrity/chain of custody of the data and video footage. And leverage the cities current investment in the existing access control panel, door hardware, card readers, and camera to connect to the new servers and software.

We are recommending adding 7 additional cameras and 2 Video Intercoms. 2 exterior 360 degree cameras (capturing circle drive and entrance) at PD, 1 Fixed Exterior Camera at PD, 1 exterior 360 degree camera at City on inner drive, 1 fixed exterior camera City Hall(Jones Rd), 1 exterior 360 degree camera at Public Works, 1 exterior fixed camera at Public Works, 1 Video Intercom at PD, 1 Video Intercom at Public Works, 3 monitors at PD for displaying cameras, 2 Monitors at Pubic Works for displaying cameras, 1 Monitor at City Hall for displaying cameras.

- Entech shall provide and install the following labor and materials as an extension of the existing Lenel System:

PD

- (1) Dell Server with Lenel 8.0 Installed
- (1) Milestone Network Video Recorder 8TB with Software
- (3) Video Camera Display Monitors
- (6) Existing IP Cameras to be moved to new system
- (16) Existing Card Readers to be moved to the new Server
- (2) New Exterior 360 Degree Cameras
- (1) New Exterior Fixed Cameras
- (1) Video Intercom at front door
- (9) Milestone Camera Licenses

City Hall

- (3) Existing Card Readers to be moved to the new Server
- (1) Video Camera Display Monitors
- (2) Existing IP Cameras to be moved to new system
- (1) New Exterior 360 Degree Cameras
- (1) New Exterior Fixed Cameras
- (4) Milestone Camera Licenses

Public Works

- (8) Existing Card Readers to be moved to the new Server
- (2) Video Camera Display Monitors
- (3) Existing IP Cameras to be moved to new system
- (1) New Exterior 360 Degree Cameras

Entech Sales & Service - An Employee Owned Company

Building Automation, Security, Access, Fire & CCTV Systems, HVAC Mechanical Services
Rebuilt Equipment Sales, HVAC & Power Equipment Rentals



- (1) Video Intercom at front door
- (1) New Exterior Fixed Cameras
- (5) Milestone Camera Licenses
- Cabling from the Above Devices to the Head End locations.
- All Locks, door hardware, and electrified hardware is existing and expected to be in working condition.
- Labor for Installation, Terminations, Commissioning, and Design of Devices Listed Above.
- Provide and install power supplies as required.
- All installation and equipment will be warranted for a 12-month period.

Clarifications/Exclusions:

- All sales tax on labor and material, permits, and a bid/performance bond are excluded.
- MDF/IDF room equipment security racks, switches, and patch panels are excluded and shall be provided by others.
- The local area network IP addresses, cabling, switches, routers, and miscellaneous network equipment for the LAN/WAN are excluded and shall be provided by others.
- Installation and Material will be covered for a 12-month period from the date of substantial completion.
- All cable above accessible ceilings shall be installed using plenum rated cable and J-Hooks.
- If the site conditions have unforeseeable circumstances, such as obstacles above ceiling that prevent use of direct route between devices or access to a device, owner will be notified and additional cost may be incurred if circumstance cannot be remedied by owner.
- Proposal is based on regular business hours, Monday-Friday, 8am-5pm.
- Any alterations or deviations from the above scope of work will be executed only upon written agreement and will incur additional costs.
- Entech assumes all existing equipment is in working condition, and any repairs will be executed only upon written agreement, and will incur additional costs.
- Provide coordination with Owner for all testing, project review, and commissioning of system.
- Patchwork and paint is excluded from this proposal.
- No spare parts are included with this cost proposal.
- Proposal is valid for 90 days from receipt.

PROJECT COST SUMMARY:

PD Cost:	\$38,040.00
City Hall Cost:	\$ 8,731.00
Public Works Cost:	\$10,115.00
Total Cost (per scope of work listed above)	\$62,139.00

***All sales tax is excluded.**

Entech Sales & Service - An Employee Owned Company

Building Automation, Security, Access, Fire & CCTV Systems, HVAC Mechanical Services
Rebuilt Equipment Sales, HVAC & Power Equipment Rentals



Security Proposal
April 21, 2022

I appreciate the opportunity to provide a cost proposal for this work and thank you for your interest in Entech Sales and Service. If you have any questions or need further assistance, please contact me at (512) 719-5191.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "M. Dionne", with a long, sweeping underline.

Matt Dionne
Account Executive
Matt.dionne@entechsales.com
512-803-9467

Entech Sales & Service - An Employee Owned Company

Building Automation, Security, Access, Fire & CCTV Systems, HVAC Mechanical Services
Rebuilt Equipment Sales, HVAC & Power Equipment Rentals

4. Draft Contract

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Parts will be warranted per the standard manufacturer's warranty. This proposal is subject to Entech Sales & Service, Inc. Terms and Conditions which are attached hereto and hereby incorporated herein.

Customer Acceptance _____

ENTECH TERMS AND CONDITIONS

ACCEPTANCE OF TERMS Proposal shall become a binding contract between the CUSTOMER and ENTECH when accepted in writing, authorized via email and/or signed by the CUSTOMER. Such acceptance shall be with mutual understanding that the terms and conditions of this document are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration or modification of the terms and conditions on this and the attached hereof shall be binding unless in writing and signed by an authorized representative of ENTECH.

CHANGES IN THE WORK

A Change Order is a written order signed OR emailed by CUSTOMER and ENTECH authorizing a change in the Work or adjustment in the price of a change to the schedule. CUSTOMER may request ENTECH to submit proposals for changes in the Work, subject to acceptance by CUSTOMER. If ENTECH submits a proposal pursuant to a change order request but the CUSTOMER chooses not to proceed, CUSTOMER shall reimburse ENTECH for any and all costs incurred in preparing the proposal.

WORKING HOURS Unless otherwise stated, all labor and services under this Agreement will be performed during normal business hours, Monday through Friday, excluding holidays. If for any reason CUSTOMER requests ENTECH to furnish any such labor or services outside of normal working hours, Monday through Friday (or on holidays), any overtime or other additional expense occasioned thereby, such as repairs or material costs not included in this Agreement, shall be billed to and paid by CUSTOMER.

TAXES CUSTOMER agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If CUSTOMER claims any such taxes do not apply to transactions covered by this Agreement, CUSTOMER shall provide ENTECH with a tax exemption certificate acceptable to the applicable taxing authorities.

INSURANCE OBLIGATIONS ENTECH shall maintain Commercial General and Automobile Liability Insurance applicable to the Services for not less than the following limits of liability:

Commercial General Liability	\$1,000,000	Each Occurrence
General Aggregate	\$2,000,000	
Product & Completed Operations Aggregate	\$2,000,000	
Commercial Automobile Liability	\$1,000,000	Single Limit
Excess/Umbrella Liability & Aggregate	\$5,000,000	Each Occurrence

CUSTOMER shall be responsible for maintaining its own liability and property insurance

PRODUCT DELIVERY Delivery of products will be by UPS ground unless otherwise specified. Overnight or other special delivery will be made at added charge to CUSTOMER. All sales are F.O.B. manufacture's shipping point unless otherwise specified on CUSTOMER'S purchase order. ENTECH shall not be responsible for any delays or defaults hereunder by reason of fire, flood, acts of God, labor troubles, inability to secure materials, acts of government or other causes beyond ENTECH'S reasonable control.

WARRANTY ENTECH warrants that any newly installed equipment or part purchased under this Agreement will be free from defects in material and workmanship for a period of one (1) year from the date such equipment or part is placed into operation. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, free of charge. This warranty will not apply if the damage or malfunction occurs because the system has been added to, altered, abused, misused or tampered with by the CUSTOMER or any third party, or otherwise operated contrary to the operating instructions. The failure must not result from CUSTOMER negligence, or from fire, lightning, water damage, or any other cause beyond ENTECH'S control. Software updates and service patches are not included in the standard one (1) year warranty and can be supplied by an

additional contract. All service work repairs will be warranted for a period of 90 days for labor and parts being covered by the standard manufacturer's warranty period.

EXCUSABLE DELAYS ENTECH shall not be liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God or any other cause beyond ENTECH'S reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, third parties or any other cause beyond the control of ENTECH, any repairs or replacement shall be paid for by CUSTOMER. In the event of any such delay, date of shipment or performance shall be extended by a period equal to the time lost by reason of such delay, and ENTECH shall be entitled to recover from CUSTOMER its reasonable costs, overhead, and profit arising from such delay.

TERMS OF PAYMENT Subject to ENTECH'S approval of CUSTOMER'S credit, payment terms are as follows:

Progress Payments – ENTECH will invoice at least monthly for all materials delivered to the job site or to an off-site storage facility and for all installation, labor, and service performed, both on and off the job site. CUSTOMER agrees to pay the full amounts invoiced, less retainage, upon receipt of the invoice at the address specified by the CUSTOMER

Retainage – CUSTOMER shall not withhold, as retainage, a greater percentage than is withheld from CUSTOMER under a prime contract, if applicable, CUSTOMER shall pay all retainage to ENTECH within 30 days after ENTECH'S work is substantially complete.

Suspension of work – If ENTECH, having performed work per Agreement requirements, does not receive payment within thirty (30) days after submission of an ENTECH invoice, ENTECH may suspend work until CUSTOMER provides remedy.

PROPRIETARY INFORMATION All proprietary information obtained by CUSTOMER from ENTECH in connection with this Agreement shall remain the property of ENTECH, and CUSTOMER shall not divulge such information to any third party without prior written consent of ENTECH.

5. Confidential Information

Protecting The City of Sunset Valley's data is very important to Entech. During the access control system migration, confidential and sensitive information will be accessible due to the scope of work. Entech shall develop a migration plan alongside The City of Sunset Valley so that any concerns can be addressed. Entech will coordinate all system access with the security directors. Utilization of a vendor password will ensure that our log-ins and actions are tracked. Entech will cooperate with any auditing and/or monitoring procedures that are currently in place or can develop these procedures if they do not currently exist. During programming of the system Entech will provide suggestions to strengthen how system access levels are issued.

ATTACHMENT B
SURVEILLANCE AND ACCESS CONTROL SYSTEMS
CITY OF SUNSET VALLEY
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.

Entech Sales and Service, LLC

Contractor



Signature

Account Executive

Title

04/21/2022

Date

ATTACHMENT C
SURVEILLANCE AND ACCESS CONTROL SYSTEMS
CITY OF SUNSET VALLEY
ETHICS AFFIDAVIT

STATE OF TEXAS

COUNTY OF TRAVIS

Date: 04/21/2022

Name of Affiant: Matthew P Dionne

Title of Affiant: Account Executive

Business Name of Bidder: Entech Sales and Service, LLC

County of Bidder: Travis

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Bidder to make this affidavit for Bidder.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Bidder has received the list of key contracting persons associated with this invitation for bids, which is attached to this affidavit as Exhibit C-2.
5. Affiant has personally read Exhibit C-1 and C-2 to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "C-1" 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 Request for Proposals.



Signature of Affiant

2324 Ridgepoint Drive, Suite G, Austin, Texas 78754

Address

ATTACHMENT C-1
SURVEILLANCE AND ACCESS CONTROL SYSTEMS
CITY OF SUNSET VALLEY

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 warrants that Bidder is not doing business and has not done business during the 365-day period immediately prior to the date on which this bid is due with any key person.



Signature

Matthew P Dionne

Print Name

ATTACHMENT D
SURVEILLANCE AND ACCESS CONTROL SYSTEMS
AT THE SUNSET VALLEY CITY HALL
DRUG-FREE WORKPLACE CERTIFICATION

It is the policy of the City of Sunset Valley to maintain a drug-free work place. 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.



04/21/2022

Signature

Date

Matthew P Dionne

Account Executive

Print Name and Title

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ENTECH SALES & SERVICE LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3404 Garden Brook Drive

6 City, state, and ZIP code
Dallas, TX 75234

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

3	7	-	1	1	0	7	6	5	1
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *[Handwritten Signature]* Date ▶ **1/3/2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

COUNCIL MEETING DATE: MAY 3RD, 2022



CITY COUNCIL AGENDA ITEM #9

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

Council Sponsor: Alfonso Carmona, acarmona@sunsetvalley.org

SUBJECT: WATER QUALITY PONDS

DESCRIPTION: Consider and act on award of contract to H3LRS, LLC dba Divided Water Solutions for water quality pond repair and maintenance.

BACKGROUND:

The City is required to maintain its water quality ponds.

The City issued a request for bids in March. The request received one respondent. The Public Works Department is recommending awarding a contract to H3Lrs, LLC dba Divided Water Solutions for the repairs to the Lovegrass Water Quality Pond, Curley Mesquite Pond as well as annual maintenance to all ponds within the City of Sunset Valley. This company has successfully performed work on various ponds within the City in the past. They have the background and experience to assist in water quality maintenance.

The contract will include the following repair and maintenance items:

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 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 will be funded from water quality budget in the venue tax (18-18).

CURRENT YEAR FISCAL BUDGET							
FUND	DEPT.	ACCT.	BUDGET	FY 22 EXPENDITURES	THIS ITEM	REMAINING	
Capital Improvement-30	25- Drainage	5761 -Lovegrass Water Quality Pond	65,000	3,943	14,163	46,894	
Venue Fund (18)	Venue (18)	5880 – Water Quality Ponds	15,000	57	14,150	793	
PRIOR YEAR FISCAL BUDGET(S)							
BUDGET YEAR	FUND	DEPT.	DESC.	ACCOUNT	AMOUNT	TOTAL	NOTES
FY 20-21	Venue Fund (18)	Venue (18)	5880 – Water Quality Ponds	15,000	1,800	13,200	

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

STAFF RECOMMENDATION: Award Contract

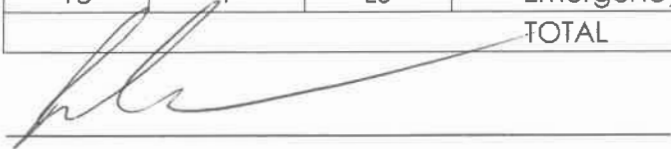
SUPPORTING MATERIALS PROVIDED: BID RESPONSE PRICING SHEET

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	\$5,113. ⁸²
2	1	LS	Remove Pump/Clean wet well	\$ 1,150. ⁰⁰
3	1	LS	Clean Drain system and inspect for leaks.	\$ 1,000. ⁰⁰
4	1	LS	Repair/Seal Leaks	\$ 3,500. ⁰⁰
5	1	LS	Troubleshoot Pump	\$ 650. ⁰⁰
6	1	LS	Replace Pump if necessary	\$ 1,500. ⁰⁰
7	1	LS	Troubleshoot and Repair Irrigation System	\$ 1,250. ⁰⁰
Curley Mesquite Water Quality Pond Maintenance and Repair				
8	1	LS	Replace pump	\$ 1,500. ⁰⁰
9	1	LS	Clean Wet Well	\$ 1,150. ⁰⁰
TOTAL				\$16,813. ⁸²
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	\$2,100. ⁰⁰
11	1	LS	Clean Wet Well and Inspection of Pond Functions-Curley Mesquite Pond	\$2,100. ⁰⁰
12	1	LS	Clean Wet Well and Inspection of Pond Functions-Lovegrass Pond	\$2,100. ⁰⁰
13	1	LS	Clean Wet Well and Inspection of Pond Functions-Ernest Robles Way	\$2,100. ⁰⁰
14	1	LS	Remove Sediment and Inspect-Villas Ponds	\$ 550. ⁰⁰
15	1	LS	Clean Contech Jellyfish Cartridges-located at City Facilities	\$ 2,000. ⁰⁰
16	1	LS	City Facilities Pond Inspection	\$ 550. ⁰⁰
TOTAL				\$11,500. ⁰⁰
Pond Repair				
17	1	LS	Hourly Rate for Pond Repairs/Troubleshooting	\$ 150. ⁰⁰
18	1	LS	Emergency Response for Pond Repairs	\$ 225. ⁰⁰
TOTAL				\$ 375. ⁰⁰

(CIP-
Lovegrass)



4/15/22

Authorized Signature of Bidder

Date

COUNCIL MEETING DATE: MAY 3RD 2022



CITY COUNCIL AGENDA ITEM #10

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

Council Sponsor: Mayor Bruner (mbruner@sunsetvalley.org)

SUBJECT: REQUEST FOR BIDS (RFB) - CITY FACILITIES SECURITY

DESCRIPTION: Consider and act on approval of the Request for Bids for Public Works Reception Area Enclosure.

BACKGROUND: As part of Council requested public safety improvements on the campus of City Hall, there are required security upgrades to the Public Works Building. This portion of the plan is to enclose the reception area to prevent access from the lobby. This will create a more secure work environment for City Staff. To accomplish this goal, the Police Department in conjunction with Public Works, is requesting the release of an RFB for design and construction of the enclosed area. This will ensure that the project meets all codes and safety standards. The RFB includes design services, installation of windows over the existing counter, a wall to close off public access and extending the existing counter area behind the wall. The option to include a bookshelf within the lobby area along the wall is also included as a potential project that will be determined by the final price.

CURRENT YEAR FISCAL BUDGET							
FUND	DEPT.	ACCT.	BUDGET	FY 22 EXPENDITURES	FY 22 YTD PROPOSED	THIS ITEM	REMAINING
Capital Improvement-30	02-Public Safety	5764- Public Safety Improvements	115,000	0	68,353 (Agenda item #8 - \$62,139 + 10%)	TBD	46,647
PRIOR YEAR FISCAL BUDGET(S)							
BUDGET YEAR	FUND	DEPT.	DESC.	ACCOUNT	AMOUNT	TOTAL	NOTES
NA							

FUNDING: FY 21-22 CIP Plan – Public Safety Improvements

STAFF RECOMMENDATION: Release the RFB for bidding.

SUPPORTING MATERIALS PROVIDED: PUBLIC WORKS RECEPTION AREA RFB



**City of Sunset Valley
Public Works Reception Area**

RFP 05042022A

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 05042022A- Public Works Reception Area

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: Dakota Burns-Public Works Superintendent

(512)891-9103

Email: dburns@sunsetvalley.org.

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, . 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: Public Works Reception Area
2. Scope of Services Contact: Questions about the technical nature of the Scope of Services, etc. may be directed to Dakota Burns Public Works Superintendent through email at dburns@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 May 4th, 2022
- B. Mandatory Pre-Submittal Meeting May 16th, 2022 at 2:00 pm at 3205 Jones Road, Sunset Valley, TX 78745..
- C. Deadline for Submittal of Written Questions is May 23rd, 2022 at 5:00 p.m.
- D. Sealed Responses Due and opened on May 31st, 2022 at 2:00 p.m.
- E. Anticipated Award Date June 7th, 2022

5. Scope of Services:

Project Overview:

Contractor will be responsible for the design and installation of the following:

- Enclosing reception area with glass to include a passthrough window.
- Build a wall at reception area to close off public access from the lobby.
- Extend reception counter.
- Add built-in bookshelf to lobby side of reception wall

Public Works Reception Area

APPENDIX A-BID SHEET

Public Works Reception Area				
Item No.	Quantity	Unit	Item Description	Amount
Public Works Reception Area				
1	1	LS	Design Services	\$
2	1	LS	Glass Window Installation	\$
3	1	LS	Wall to close off public access.	\$
4	1	LS	Lobby Bookshelf	\$
5	1	LS	Extend reception counter	\$

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-05042022A.

- 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:	05042022A
Project Title	Public Works Reception Area
Submittal Deadline	May 31 st 2022 at 2:00 p.m.
Submit Hardcopies to:	Dakota Burns 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 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 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

Public Works Reception Area

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

Public Works Reception Area

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 Public Works Reception Area

LIST OF KEY CONTRACTING PERSONS

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
Public Works Superintendent	Dakota Burns
Accountant	Suzanna Fleegal

APPENDIX H

Public Works Reception Area

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

Public Works Reception Area

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

Public Works Reception Area

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.*

CITY COUNCIL MEETING DATE: MAY 3, 2022



CITY COUNCIL AGENDA ITEM #11

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

SPONSOR: Mayor Bruner, mbruner@sunsetvalley.org

SUBJECT: DEVELOPMENT - WATERSHED VARIANCE

DESCRIPTION: Consider and act on approval of re-issuing a watershed development variance at 4400 Stearns Lane .

BACKGROUND: On August 4th, 2020 City Council approved a watershed variance for development of a residence located at 4400 Stearns Lane. Due to Covid, the property owner has experienced delays in getting this project initiated. The property owner is now ready to start construction. However, if not acted upon, variance approvals are only valid for 18 months. The project has not commenced and as such, the variance is no longer valid, and Council must consider the request to re-issue the original variance.

This lot is within the City's Extraterritorial Jurisdiction (ETJ) and as such is only subject to the City's watershed and sign sections of the land development code. This property is completely within the Critical Water Quality Zone, Buffer to the Critical Water Quality Zone, and Water Quality Transition Zone.

The existing lot at 4400 Stearns Lane is 43,598 square feet with an existing 7,699 square feet (17.7%) of impervious cover. The existing cover consists of a single-family home, driveway, parking area, pool, site wall, and various shed structures. The property has been purchased by new owners who are proposing a single-family home, driveway, parking area, shop, and swimming pool. The new requests total includes 7,826 square feet (17.95%) impervious cover. The lot is deep, and the applicant wishes to take advantage of the view from the rear of the property. This necessitates a longer driveway to reach this location.

[In August of 2020, Council approved the variance with the stipulation that mitigation be completed with a larger vegetative filter strip.](#) The Applicant is proposing the same development with the large vegetative filter strip in place of rainwater harvesting as City Council had requested in 2020. The total vegetative filter strip is for 20,486 square feet. The property does slope from the house toward the street thus water from the main structure will flow over the filter strip.

The request before City Council falls within the Code of Ordinances: 150.323 Watershed Variances and Administrative Approvals. The applicant is seeking a variance to construct a within the Water Quality Transition Zone.

The Applicant is seeking a variance for:

1) Development in the Critical Water Quality Zone and Water Quality Transition Zone

Section 4.103 Administrative Approvals and Variances states:

Section (f) Except as provided in subsection (g) of this Section in connection with administrative approval of certain incidental improvements, for a single legal lot or two adjacent existing legal lots that are zoned and used or proposed to be used for single family residential purposes, a variance, administrative approval, or modified administrative approval is required, as applicable, as provided in this subsection (f), to develop any portion of the lot that lies within the Water Quality Transition Zone ("WQTZ") or Critical Water Quality Zone("CWQZ"). **(Amended 9-8-09)**

(2) Development in the 75-foot buffer of the Critical Water Quality Zone.

Section 4.103 Administrative Approvals and Variances section f (1) states:

(i) A minimum setback of at least 75 feet shall be maintained between the critical water quality zone and developed, impervious, or pollutant source areas, or areas of disturbed vegetation or soil in the water quality transition zone. Within the aquifer recharge zone, 1 100ft minimum setback shall also be preserved between developed, impervious, or pollutant source areas or areas with disturbed vegetation or soil in the water quality transition zone and any identified recharge features. **(Amended 9-8-09)**

(3) Development in the Water Quality Transition Zone.

Section 4.103 Administrative Approvals and Variances states:

(i) Section (f) Except as provided in subsection (g) of this Section in connection with administrative approval of certain incidental improvements, for a single legal lot or two adjacent existing legal lots that are zoned and used or proposed to be used for single family residential purposes, a variance, administrative approval, or modified administrative approval is required, as applicable, as provided in this subsection (f), to develop any portion of the lot that lies within the Water Quality Transition Zone ("WQTZ") or Critical Water Quality Zone("CWQZ"). **(Amended 9-8-09)**

Section 150.323 (a) provides that the City Council may authorize a variance from these regulations when, in its opinion, undue hardship will result from requiring strict compliance. In making the findings herein 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. No variance shall be approved unless the City Council finds:

Findings for Council Approval

- (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; and
- (2) That the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant; and
- (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; and
- (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; and
- (5) That the proposal demonstrates water quality will be equal to or better than would have resulted had development proceeded without the variance.

The applicant has submitted the attached letter outlining how they believe they have met these findings as well as outlining the delays in the process.

APPLICABLE CODE SECTIONS: Code of Ordinances

FUNDING: N/A

CURRENT YEAR FISCAL BUDGET				
ACCOUNT	BUDGET	ENCUMBERED	THIS ITEM	REMAINING
PRIOR YEAR FISCAL BUDGET(S)				
BUDGET YEAR	ACCOUNT	AMOUNT	TOTAL	NOTES

STAFF RECOMMENDATION:

If council agrees with the findings as submitted by the applicant, the following would be conditions of approval:

1. Mitigation for storm water runoff with a vegetative filter strip in the amount of 20,486 square feet.
2. Revegetation of all disturbed areas.
3. Mitigation conditions must be recorded in a Restrictive Covenant that runs with the property.
4. Restrictive covenant must be executed prior to issuance of a building permit and all mitigation measures must be installed and revegetated as necessary and in place prior the issuance of a certificate of occupancy.
5. All methods will be in accordance with the Sunset Valley Pollution Mitigation Manual.
6. Compliance with Land Development Code Section 4.103 (f) (1) sections (A)-(D), (G) as follows:
 - (A) The allowable improvement (not including the mitigation measure required by subsection (f)(1)(E)) does not require the addition of any fill.
 - (B) The improvement is in compliance with all applicable provisions of this Code, including but not limited to Chapter 2 and Chapter 5, and complies with other City codes, rules and regulations.
 - (C) The improvement does not impede surface water runoff or drainage patterns and does not increase flooding on upstream or downstream properties; and
 - (D) The improvement is not used for the storage or processing of hazardous materials or substances other than those normally associated with household or residential use and only in small quantities (e.g., small quantities of gasoline and oil used for the operation of landscape equipment).
 - (G) In the event that a transfer of development rights from the affected legal lot has occurred, the amount of impervious cover so transferred shall be deemed to be located on the affected legal lot in determining the amount of impervious cover available, if any, with an administrative approval pursuant to this subsection.

SUPPORTING MATERIALS PROVIDED: [COUNCIL MINUTES AUGUST 4TH 2020](#)
[AGENDA ITEM FROM AUGUST 4TH, 2020](#), REVISED SITE PLAN WITH FULL VEGETATIVE
FILTER STRIP

RE: Watershed Development Variance for Single Family Residence at 4400 Stearns Lane

Dear Mayer Rose Cardona; Mayer Pro Tem Wanda Reetz, Council Member Philip Ellet, Council Member Melissa Gonzales, Council Member Karen Medicus, and Council Member Rudi Rosengarten

Since the variance was approved, we've been trying to get our project off the ground, but due to the start of the project coinciding with the height of covid, we have experienced severe delays. The delays we've experienced have ranged from slow trade responses for bids and proposals for the proposed home, to delays in materials combined with a national labor shortage, in addition to prices double or tripling for both materials and labor.

I am writing today to appeal to the City Council for a variance extension to allow for a single-family home to be constructed on 4400 Stearns Lane. The existing lot is 43,598 square feet with 7699 square feet (17.7%) of impervious cover. The existing cover consists of a single family home, driveway, parking area, pool, site wall, and various shed structures. I would like to construct a single-family home on the property. Our requested proposal meets the 18% impervious cover cap. Though the location of the home falls within the CWQZ+buffer zone, our proposal decreases the impervious coverage within this area. Furthermore, to mitigate changes in impervious cover, we are intending to keep portions of the existing impervious coverage, will have vegetative strips to mitigate potential water quality degradation due to changes in impervious cover. We hope that by doing these things, we are able to create a home that highlights and preserves the natural beauty of the site.

I am requesting a variance pursuant to Section 4.103 of the Land Development Code for the following reasons:

1. *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; and...*

The lot proposes some challenges due to the existing development being located within the CWQZ. Our proposal is to reduce the impervious coverage within the CWQZ, and maintaining existing impervious coverage wherever possible in order to reduce disturbances to the site.

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

The existing development is dilapidated and without residence. Our proposal of a single-family home is intended to provide enjoyment of the natural beauty of the site. That enjoyment and view of the natural beauty drove location of the existing development and the one proposed. While keeping this location, the applicant is determined to reduce the impervious coverage within the CWQZ.

3. *The granting of the variance will not be detrimental to the public health, safety,*

or welfare, or injurious to other property in the area; and...

The variance would allow for the development of a modest single-family home within the zone of the existing development. There will not be storage of any hazardous chemicals outside the home in case of floods. As such, the granting of this variance would not be detrimental to the public health, safety, welfare, or injurious to other properties in the area.

- 4. 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; and...*

The variance request for development within the CWQZ and buffer allow for building positioning to take advantage of the natural site condition, while allowing the proposed development to stay well within the property lines, which will not disrupt orderly development of other land in the area.

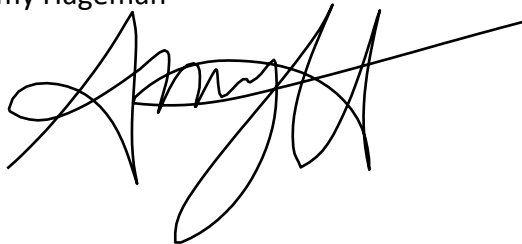
- 5. The proposal demonstrates water quality will be equal or better than would have resulted had development proceeded without the variance; and...*

In addition to reducing the overall impervious coverage within the CWQZ, we have worked closely with the city staff to improve water quality by designating 7,136 square feet worth of vegetative strips along the lowest points in the property to ensure water quality is equal to or better than it would have been without the variance.

Thank you very much for your time considering this proposal. I look forward to becoming part of the Sunset Valley community.

Best,

Amy Hageman

A handwritten signature in black ink, appearing to read 'Amy Hageman', with a long horizontal line extending to the right.

4400 STEARNS

AUSTIN, TX 78738

ETJ ORIGINAL VARIANCE SUBMITTAL
27 JULY 2020
ETJ UPDATED VARIANCE SUBMITTAL
13 APRIL 2022

LEGAL LOT DESCRIPTION

LOT 2 GEORGE MILTON JR SUBDIVISION

PROJECT TEAM

OWNER
CONTACT: AMY AND TYLER HAGEMAN
4400 STEARNS
CITY, STATE ZIP CODE
PH: (956) 520-4655
E-MAIL: AMY@TINYPOOLS.COM

ARCHITECT
CONTACT: BECKY JEANES
DESIGN TRAIT
PH: (512) 542-0073
E-MAIL: BECKY@DESIGNTRAIT.COM

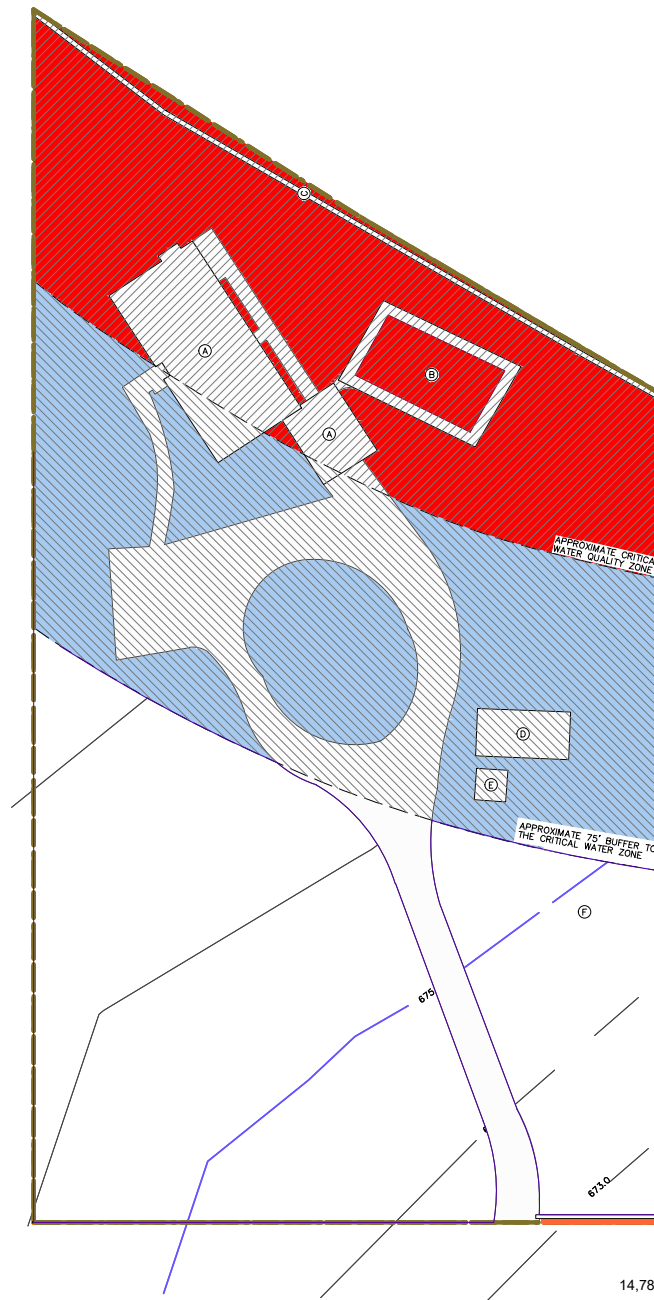
ENGINEER
CONTACT: JAY CAMPBELL
C&E ENGINEERING
PH: (512) 431-7880
E-MAIL: JCAMPBELL@CEENGTX.COM

VARIANCE REQUEST

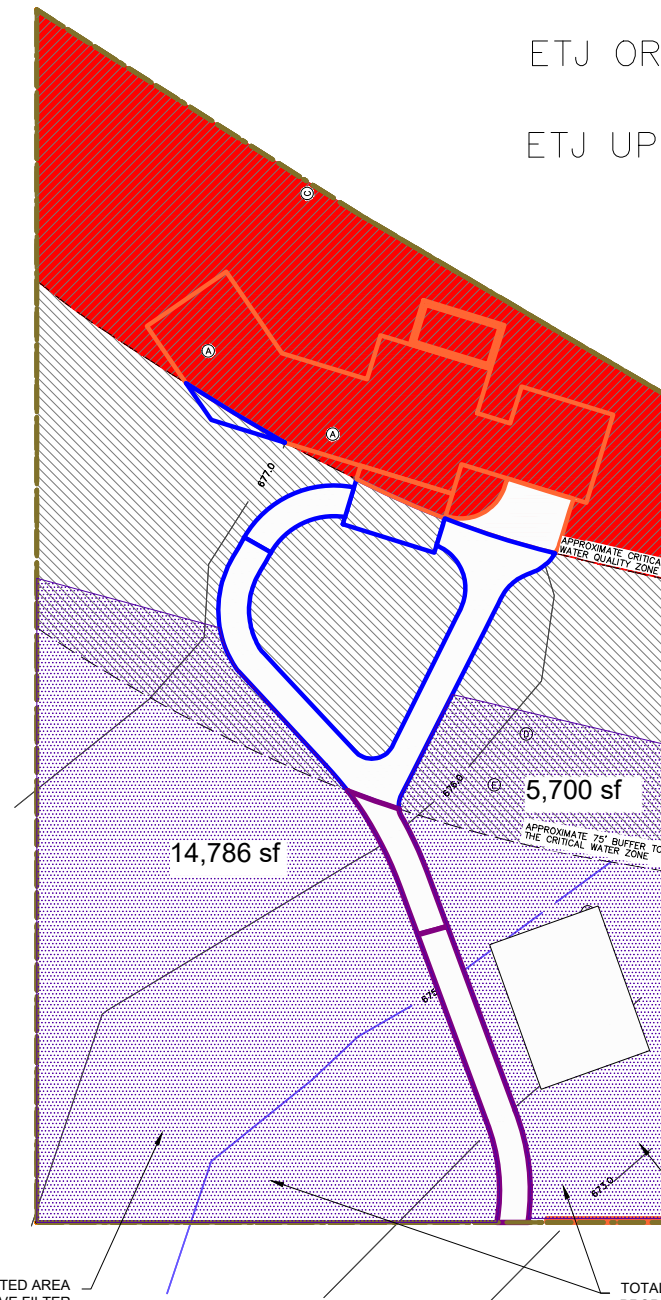
1. DEVELOPMENT WITHIN CRITICAL WATER QUALITY ZONE AND 75' BUFFER
2. PROPOSED DEVELOPMENT REDUCES EXISTING IMPERVIOUS COVER IN CWQZ AND 75' BUFFER BY 3.7% OVERALL.
3. WATER QUALITY MITIGATION EFFORTS, IMPACT WILL BE GREATLY IMPROVED ON SITE.
4. OVERALL DEVELOPMENT MEETS THE 18% MAXIMUM IC REGULATION.

LEGEND

	CRITICAL WATER QUALITY ZONE
	75' BUFFER TO CRITICAL WATER QUALITY ZONE
	IMPROVEMENTS
	PAVEMENTS
	VEGETATIVE STRIPS
	RAIN WATER HARVESTING
	FLOW OF WATER



PRE-DEVELOPMENT CONDITIONS



POST-DEVELOPMENT CONDITIONS

14,786 SF OF DESIGNATED AREA FOR VEGETATIVE FILTER

5,700 SF OF DESIGNATED AREA FOR VEGETATIVE FILTER
TOTAL AREA PROVIDED FOR PROPOSED FILTER STRIPS = 20,486 SF

Total Lot Area = 43598 sf
Total Area of CWQZ + 75' Buffer = 24487 sf

Impervious Cover Calculations Pre-Development Conditions

Item	IMPERVIOUS COVER (sf)
Residence	1692
Pool	348
Site Wall	247
Metal Shed	301
Wood Shed	67
Water Shed	37
Pavement	5007

Total IC = 7699 sf

% IC of Total Lot = 17.66%
Total IC in CWQZ + 75' Buffer = 6440 sf
% IC in CWQZ + 75' Buffer = 26.3%

Impervious Cover Calculations Post-Development Conditions

Item	IMPERVIOUS COVER (sf)
Residence	3,085
Porte Cochere	400
Pool Coping	64
Shop	1,200
Site Wall	151
Pavement	2,926

Total IC = 7,826 sf

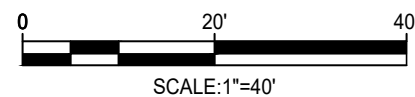
Total % IC = 17.95%
Total Increase for Proposed Condition = 127 sf
Total Increase for Proposed Condition % = 1.65%
Total IC in CWQZ + 75' Buffer = 5,536 sf
% IC in CWQZ + 75' Buffer = 22.6%
IC Decrease in CWQZ + 75' Buffer = -904 sf
IC Decrease in CWQZ + 75' Buffer (%) = -14.0%

IMPERVIOUS COVER CALCULATIONS

VEGETATIVE FILTER STRIP SIZING

Total Proposed IC =	7,826	sf
Driveway Portion to Remain =	638	sf
Total IC - Existing Driveway =	7,188	sf
Required Vegetative Area (2.85*IC) =	20,486	sf

VEGETATIVE FILTER STRIP CALCULATIONS



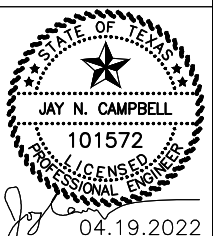
C&E ENGINEERING SOLUTIONS
TBPE FIRM# 22760
(512)431-7880

REVISION

NO. DATE

WATER QUALITY PLAN EXHIBIT

4400 STEARNS
WATER QUALITY PLAN



04.19.2022

SHEET 1

CITY COUNCIL MEETING DATE: MAY 3, 2022



CITY COUNCIL AGENDA ITEM #12

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

SUBJECT: LAND DEVELOPMENT CODE -ZONING - SHORT TERM RENTAL REGULATIONS

DESCRIPTION: Public Hearing to consider a request to amend the Land Development Code, creating sections 150.118 thru 150.129 for Short-term Rental Registration Regulations under Zoning-Land Use.

BACKGROUND: The Zoning Commission was directed by the Mayor and City Council to discuss the possible regulation of short-term rentals (STRs) in the City of Sunset Valley. At the July meeting, the Commissioners directed staff to bring back regulations from other cities with a variety of stringency to their regulations of short-term rentals (STR). Upon further review by Legal, while a Special Permit process cannot be used to regulate the STRs, a simplified registration process can be adopted as a matter of public safety and information.

At the April 27th meeting, the Commission made final edits to the proposed regulations with a unanimous recommendation to forward to the Council for approval.

Attached with this agenda item is a process chart of the potential process for registration and regulation of Short-term rentals, as well as the proposed regulations created in Section 150.118-150.129 of the Land Development Code. These regulations are the edited version by both the Commission and staff from the April 27, 2022, meeting.

STAFF RECOMMENDATION: Adopt the proposed regulations as recommended by the Zoning Commission.

SUPPORTING MATERIALS PROVIDED: YES

- PROPOSED REGULATIONS
- REDLINED PREVIOUS REGULATIONS
- STR REGISTRATION PROCESS CHART

SHORT-TERM RENTAL REGISTRATION PROCESS IN SINGLE FAMILY DISTRICTS

Section 150.118. -- . Purpose and applicability of Short-Term Rental Registration.

The purpose of this division is to establish regulations for the registration and use of short-term rentals for single family dwelling units. The requirements of this division apply only to short term rentals, as defined herein, located in single family residential districts established under the city's Zoning Ordinance. Nothing in this division, however, shall be construed to be a waiver of the requirement to assess and collect hotel occupancy taxes for any residential rental for less than 30 consecutive days, or any other applicable provision of the Sunset Valley Code of Ordinances.

Section 150.119. --. Definitions for Short-Term Rentals.

Advertise means the written, audio, oral or other methods of drawing the public's attention whether by brochure, written literature or on-line posting to a short-term rental in order to promote the availability of the short-term rental.

Guest House A single guest house, as that term that is defined in the City of Sunset Valley Land Development Code, which is used for human habitation of which the maximum number of occupants permitted for the dwelling unit is three times the number of bedrooms per the Texas Property Code, Section 92.010.

Host means the person, firm, corporation, partnership, or association, assigned the duty and responsibility by the owner to manage or rent the residence for a short-term rental.

Hotel occupancy tax means the hotel occupancy tax as defined in Chapter 112 of the Sunset Valley Code of Ordinances and Chapter 3 of the Texas Tax Code.

Local emergency contact means an individual other than the registrant, who resides within 20 miles of the subject property, and who is designated by the owner/registrant to act as the owner's authorized agent if the owner has traveled outside of the immediate area or is otherwise unavailable. The local emergency contact should be reachable on a 24-hour basis, have access to the short-term rental property, and be authorized by the owner to act in the owner's absence to address any complaints, disturbances, and emergencies.

Owner means the person who, in accordance with the most recently recorded deed, deed of trust, security instrument, trust instrument, affidavit of heirship, muniment of title or other similar document indicating title to real property recorded in the Official Public Records of Travis County, Texas, is vested in, the ownership, dominion or title of real property, including, but not limited to:

- (1) The owner of a fee simple title;
- (2) The owner of a life estate;
- (3) The purchaser named in an executory contract for conveyance entered in compliance with title 2, chapter 5, subchapter D of the Texas Property Code, or
- (4) A mortgagee, receiver, executor or trustee in control of real property.

Person means an individual, corporation, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, or any other legal or community entity.

Primary residence means the usual dwelling place of the registrant's residential dwelling and is documented as such by at least two of the following: motor vehicle registration, driver's license, Texas State Identification card, voter registration, property tax documents, or utility bill. For purpose of this chapter, a person may have only one primary residence.

Short-term rental (STR) is defined as "the rental of any residence or residential structure, means a single family residence with the following criteria, or a portion of a residence or residential structure for a period of less than 30 days". The term does not include

- (1) A unit that is used for a nonresidential purpose, including an educational, health care, retail, restaurant, banquet space, or event center purpose or another similar use;
- (2) A bed and breakfast; or
- (3) A hotel/residence hotel.
- (4) A structure that is not permanently affixed such as a travel trailer.

A residential structure means a single-family residence as referred to in this article is a:

- (1) One-family dwelling (detached): A dwelling designed and constructed for occupancy by one family and located on a lot or separate building tract and having no physical connection to a building located on any other lot or tract;
- (2) One-family dwelling (attached): A dwelling which is joined to another dwelling at one or more sides by a party wall or abutting separate wall and which is designed for occupancy by one family
- (3) Guest House: a single guest house, as that term that is defined in the City of Sunset Valley Land Development Code, which is used for human habitation of which the maximum number of occupants permitted for the dwelling unit is three times the number of bedrooms per the Texas Property Code, Section 92.010.

Residential districts: Includes the following districts: SF- Single Family or any Planned Development District defined as a residential use in the Code of Ordinances.

Short term rental registration means the registration issued by the Building Official or their designee pursuant to this article.

Section 150.120 --. Short-Term rental registration requirements.

- A. No person shall hereafter advertise, offer to rent or rent, lease, sublease, license or sublicense a residential property within the city as a short-term rental for which a registration has not been properly made and filed with the City of Sunset Valley. Registration shall be made upon forms furnished by the city for such purpose and shall specifically require the following minimum information:
 1. Name, address, phone number and e-mail address of the property owner(s) of the short-term rental property.
 2. Verification of that this short-term rental property is the registrant's property.
 3. Name, address, phone number and e-mail address of the designated local emergency contact.
 4. The maximum number of occupants permitted for the dwelling unit is three times the number of bedrooms per the Texas Property Code, Section 92.010.
 5. A submission of a sketch floor plan of the dwelling with dimensioned room layout.
 6. Site plan/survey of the property indicating maximum number of vehicles that can be legally parked on the property, without encroaching onto street, sidewalks or alleys; other public rights-of-way or public property.
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7. Property owner must submit complete list of all rentals within the City advertised on all media sites.
 8. Name, address, e-mail address, and telephone number of the resident owner, nonresident owner, property manager, resident manager, local emergency contact, and mortgagee, if there is a mortgage against property.
 9. Trade name, if any, of resident owner or nonresident owner.
 10. Names and addresses of all registered agents should the parties named in this subsection be filing entities.
 11. Zoning classification(s).
 12. Acknowledgement of receipt of a copy of this article and agreement to comply with all provisions of this article as a condition to receiving and maintaining a short-term rental registration.
 13. The registrant shall provide a copy of the filed Comptroller of Public Accounts' Form AP-102 (hotel occupancy tax questionnaire);

Section 150.121. -- . Inspection required for Short-Term Rental Registration.

- A. Upon registration and renewal, and prior to the first rental occupant of a short-term rental property, after such registration and renewal, the owner is required to schedule an inspection of the residential structure with the City of Sunset Valley to determine compliance with the minimum property standards in the Code of Ordinances.
 1. If only a portion of the premises is offered for rent, then that portion plus shared amenities and points of access shall be inspected.
 2. If, upon completion of the inspection, the premises are found to be in violation of one or more provisions of applicable city codes and ordinances, the city shall provide written notice of such violation and shall set a re-inspection date for violation to be corrected prior to its occupancy.

Section 150.122. --. Restrictions on Short-Term Rentals.

- A. *External signage.* There shall be no external on-site or off-site advertising signs or displays indicating the property is a short-term rental.
- B. *Limit on occupants allowed:*

There shall be a maximum occupancy of three persons per bedroom, including adult and children.

- C. *Limits on number of vehicles.* There shall be a maximum of one motor vehicle per bedroom, or maximum number of motor vehicle that can be accommodated within the garage and driveway, without extending over the public rights of way (alleys and sidewalks) whichever is less.
 - D. *Advertisement and contracts.* Any advertisement of the property as a short-term rental and all rental contracts must contain language that specifies the allowed maximum number of occupants and maximum number of vehicles.
 - E. *Other restrictions.* It is unlawful:
 1. To operate or allow to be operated a short-term rental without first registering the property in which the rental is to occur with the city in accordance with this article;
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2. To advertise or offer a short-term rental without first registering the property in which the rental is to occur with the city in accordance with this article; documented advertisement of the subject property as a short-term rental, online or offline, shall be considered evidence of a violation of this ordinance;
 3. To operate a short-term rental that does not comply with all applicable city and state laws and codes;
 4. To operate a short-term rental that does not comply with all applicable city and state laws and codes;
 5. To operate a short-term rental without paying the required hotel occupancy taxes;
 6. Permit the use of the short-term rental for the purpose of housing sex offenders; operating a structured sober, recovery or other purpose living home or similar enterprise; selling illegal drugs; selling alcohol or another activity that requires a permit or license under the Alcoholic Beverage Code; or operating as a sexually oriented business.
 7. No more than one short-term rental per property at any one time.

Section 150.123. -- Brochure and safety features for Short-Term Rentals.

- A. *Informational brochure.* Each registrant operating a short-term rental shall provide to guests a brochure that includes:
 1. The registrant's 24-hour contact information;
 2. The host's 24-hour contact information if the property owner is not within the city limits when guests are renting the premises;
 3. Pertinent neighborhood information including, but not limited to, parking restrictions, restrictions on noise and amplified sound, and trash collection schedules;
 4. Information to assist guests in the case of emergencies posing threats to personal safety or damage to property, including emergency and non-emergency telephone numbers for police, fire and emergency medical services providers and instructions for obtaining severe weather, natural or manmade disaster alerts and updates.
- B. *Safety features.* Each short-term rental registrant shall provide in the premises working smoke detectors in accordance with adopted codes and at least one working carbon monoxide detector and alarm, and one working fire extinguisher. The premises shall, otherwise comply with applicable Codes of Ordinance including but not limited to Building and Fire Codes.
- C. A placard that is clearly visible on the structure is required displaying the registration number and name of designated local contact with their 24/7 contact information.
- D. Parking by renters or their guests shall not encroach upon or obstruct ingress, egress, or access to the neighboring properties;

Section 150.124. -- Notification of approval of Short-Term Rental.

Within ten days of the approval of a short-term rental registration or renewal, a notice will be sent to all property owners within 200 feet of the property, and shall include the 24-hour complaint line, and pertinent information about this article.

Section 150.125. --. Registration term, fees, and renewal of Short-term Rentals.

- A. All registrations approved under this chapter shall be valid for a period of one year from the date of its issuance.
 - 1. The fees for registration of a short-term rentals shall be as established by resolution of the city council and may include the following:
 - a. The initial registration fee,
 - b. A late fee of twice the established the fee
- B. Upon receipt of an application for renewal of the registration, the City Administrator or their designee may deny the renewal if there is reasonable cause to believe that:
 - 1. The registrant has violated any ordinance of the city, or any state, or federal law on the premises or has permitted such a violation on the premises by any other person; or
 - 2. There are grounds for suspension, revocation, or other registration sanction as provided in this article.

Section 150.126. --. Inspections; re-inspections; suspension and revocation of Short-term Rental registration.

- (a) *Inspections; access.* The resident owner, nonresident owner, resident manager and property manager, as a condition to the issuance of a short-term rental registration required by this article, shall consent and agree to permit and allow the city's building official or their designee to make the following inspections of the short-term rental when and as needed to ensure compliance with this article:
 - (1) Right and access to inspect all portions of the premises and structures located on the premises that are not dwelling units, including, but not limited to, all storage areas, detached garages, and swimming pools, upon reasonable advance notice being given to the resident owner, nonresident owner, property manager or resident manager;
 - (2) Right and access to inspect all unoccupied dwelling units upon giving reasonable notice to resident owner, nonresident owner, resident manager, or property manager;
 - (3) Right and access to inspect all occupied dwelling units when, upon receipt of reliable information, the building official or their designee has reason to believe that violations of the ordinances of the city or state law exist that involve serious threats to life, safety, health, and property; and
 - (4) Before the short-term rental registration and any renewal of the short-term rental registration is approved, and before the rental of any single-family residence as a short-term rental under this article, the resident owner, nonresident owner, resident manager, or property manager shall request an inspection and make the single-family residence available for inspection by the building official or their designee. The building official or their designee and the resident owner, nonresident owner, resident manager, and property manager shall agree on a reasonable date and time for the requested inspection.
- (b) *Admission to premises.* The building official or their designee may enforce the provisions of this article upon presentation of proper identification to the occupant in charge of the short-term rental and may enter, with the occupant's permission, any short-term rental between the hours of 8:00 a.m. and 6:00 p.m.; provided, however, that in cases of emergency where extreme hazards are known to exist which may involve imminent injury to persons, loss of life, or severe property damage, the building official or their designee may enter the short-term rental referenced in subsection (a) of this section at any time and upon presentation of identification and the occupant's permission shall not apply. Whenever the building official is denied

admission to inspect any short-term rental under this provision, inspection shall be made only under authority of a warrant issued by a magistrate authorizing the inspection.

- (c) *Reinspection.* If any of the inspections authorized by this article require a second reinspection due to noted violations, then a reinspection fee as listed in the City's fee schedule shall be paid prior to the second reinspection.
- (d) *Suspension or revocation of registration.* Failure of an owner to comply with the provisions of this article after receipt of written notice of the violation from the building official or their designee setting out the violations and the time allowed to rectify the violations, the short-term rental registration authorized by this article issued to the owner may be suspended or revoked by the Administration department.
- (e) *Reinstatement.* Any person requesting a reinstatement or reissuance of a short-term rental registration that has been suspended or revoked shall be required to apply for and receive a new short-term rental registration issued under this article upon review by the Administration department that all conditions causing the revocation have been met.

Section 150.127A. --. Revocation/appeal of Short-term Rental Registration.

- A. Registration maybe denied and/or revoked by the city administrator or designee upon a finding by the noncompliance with any provisions of this article or violations of the Zoning Ordinance, or other applicable city codes.
- B. A registration may be subject to revocation of their registration if there are three or more violations within a twelve-month period of this article or other safety, health and welfare ordinances of the city.
- C. The Administration department or their designee, shall issue a notice of violation of any provision of this article or violations as provided herein. Such notice shall include the date, time and synopsis of the facts surrounding such violation.
- D. An Registrant who wishes to appeal the denial or revocation of a registration under this article, shall file an appeal with the Board of Adjustment for reinstatement of a denied or revoked registration.
- E. The Board of Adjustment shall conduct an evidentiary hearing, take testimony and receive any documented evidence to determine whether the decision of city manager or designee should be upheld or overturned.
- F. At the hearing, the Board of Adjustment shall receive a testimony and evidence to contest the decision to deny or revoke a registration.
- G. The Board of Adjustment upon completion of a hearing, shall upon a majority vote of four-fifths of the board overturn the decision of the city administrator or designee.
- H. After a registration under this article has been revoked an owner may not reapply until after a 12-month period of any revocation or appeal.
- I. All decisions of the Board of Adjustment under this article shall be deemed final.

Section 150.127B. --. Violations and penalties for Short-term Rentals.

Violation of this ordinance upon conviction shall be punished by a fine not to exceed the sum of \$2,000.00 for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

Section 150.128. --. Fees for Short-term Rental Registration.

All fees for registration, inspection, or renewal, including any late fees or exemptions, as provided in this article, shall be as established by resolution of the city council.

Section 150.129. --. Presumption; presentation of documents or affidavit for Short-term Rental Registration.

- (a) *Presumption.* It shall be a rebuttable presumption that a single-family residence that is occupied by one or more person(s) who are not the owner is being occupied pursuant to an agreement between the owner and
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the occupant(s) of the single-family residence wherein the occupant(s) have agreed to lease said residence from the owner.

- (b) *Presentation of documents or affidavits.* Any resident owner or nonresident owner claiming that the owner is not required to obtain a short-term rental registration pursuant to this article shall, not later than five business days following receipt of a written request of the building official or their designee or, in the case of an appeal filed pursuant to section --- of this article deliver to the City Administrator a true and correct copy of any agreements, documents of title, letters of administration, letters testamentary, executory contracts for conveyance (also known as "contracts for deed"), affidavits, or other documents that establish to the satisfaction of the community development department that a landlord/tenant relationship does not exist between the owner and the occupant(s) of the single-family residence. Unless an extension of the time for delivery of such documents or affidavits is granted by the building official or their designee or city administrator, as the case may be, the failure of the owner to present the requested documents within the time provided by this subsection (b) shall result in the presumption described in subsection (a) above, becoming irrefutable.

SHORT-TERM RENTAL REGISTRATION PROCESS IN SINGLE FAMILY DISTRICTS

Section 150.118. -- . Purpose and applicability of Short-Term Rental Registration.

The purpose of this division is to establish regulations for the registration and use of short-term rentals for single family dwelling units. The requirements of this division apply only to short term rentals, as defined herein, located in single family residential districts established under the city's Zoning Ordinance. Nothing in this division, however, shall be construed to be a waiver of the requirement to assess and collect hotel occupancy taxes for any residential rental for less than 30 consecutive days, or any other applicable provision of the Sunset Valley Code of Ordinances.

Section 150.119. --. Definitions for Short-Term Rentals.

Advertise means the written, audio, oral or other methods of drawing the public's attention whether by brochure, written literature or on-line posting to a short-term rental in order to promote the availability of the short-term rental.

Guest House A single guest house, as that term that is defined in the City of Sunset Valley Land Development Code, which is used for human habitation of which the maximum number of occupants permitted for the dwelling unit is three times the number of bedrooms per the Texas Property Code, Section 92.010.

Host means the person, firm, corporation, partnership, or association, assigned the duty and responsibility by the owner to manage or rent the residence for a short-term rental.

Hotel occupancy tax means the hotel occupancy tax as defined in Chapter 112 of the Sunset Valley Code of Ordinances and Chapter 3 of the Texas Tax Code.

Local emergency contact means an individual other than the ~~applicant~~registrant, who resides within 20 miles of the subject property, and who is designated by the owner/~~applicant~~registrant to act as the owner's authorized agent if the owner has traveled outside of the immediate area or is otherwise unavailable. The local emergency contact should be reachable on a 24-hour basis, have access to the short-term rental property, and be authorized by the owner to act in the owner's absence to address any complaints, disturbances, and emergencies.

Owner means the person who, in accordance with the most recently recorded deed, deed of trust, security instrument, trust instrument, affidavit of heirship, muniment of title or other similar document indicating title to real property recorded in the Official Public Records of Travis County, Texas, is vested in, the ownership, dominion or title of real property, including, but not limited to:

- (1) The owner of a fee simple title;
- (2) The owner of a life estate;
- (3) The purchaser named in an executory contract for conveyance entered in compliance with title 2, chapter 5, subchapter D of the Texas Property Code, or
- (4) A mortgagee, receiver, executor or trustee in control of real property.

Person means an individual, corporation, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, or any other legal or community entity.

Primary residence means the usual dwelling place of the ~~applicant's~~registrant's residential dwelling and is documented as such by at least two of the following: motor vehicle registration, driver's license, Texas State Identification card, voter registration, property tax documents, or utility bill. For purpose of this chapter, a person may have only one primary residence.

Short-term rental (STR) is defined as "the rental of any residence or residential structure, means a single family residence with the following criteria, or a portion of a residence or residential structure for a period of less than 30 days". The term does not include

- (1) A unit that is used for a nonresidential purpose, including an educational, health care, retail, restaurant, banquet space, or event center purpose or another similar use;
- (2) A bed and breakfast; or
- (3) A hotel/residence hotel.
- (4) A structure that is not permanently affixed such as a travel trailer.

A residential structure means a single-family residence as referred to in this article is a:

- (1) One-family dwelling (detached): A dwelling designed and constructed for occupancy by one family and located on a lot or separate building tract and having no physical connection to a building located on any other lot or tract;
- (2) One-family dwelling (attached): A dwelling which is joined to another dwelling at one or more sides by a party wall or abutting separate wall and which is designed for occupancy by one family.
- (2)(3) Guest House: a single guest house, as that term that is defined in the City of Sunset Valley Land Development Code, which is used for human habitation of which the maximum number of occupants permitted for the dwelling unit is three times the number of bedrooms per the Texas Property Code, Section 92.010.

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Residential districts: Includes the following districts: SF- Single Family or any Planned Development District defined as a residential use in the Code of Ordinances.

Short term rental registration means the registration issued by the Building Official or their designee pursuant to this article.

Section 150.120 --. Short-Term rental registration requirements.

- A. No person shall hereafter advertise, offer to rent or rent, lease, sublease, license or sublicense a residential property within the city as a short-term rental for which a registration has not been properly made and filed with the City of Sunset Valley. Registration shall be made upon forms furnished by the city for such purpose and shall specifically require the following minimum information:
 1. Name, address, phone number and e-mail address of the property owner(s) of the short-term rental property.
 2. Verification of that this short-term rental property is the applicant's-registrant's property.
 3. Name, address, phone number and e-mail address of the designated local emergency contact.
 4. The maximum number of occupants permitted for the dwelling unit is three times the number of bedrooms per the Texas Property Code, Section 92.010.
 5. A submission of a sketch floor plan of the dwelling with dimensioned room layout.
 6. Site plan/survey of the property indicating maximum number of vehicles that can be legally parked on the property, without encroaching onto street, sidewalks or alleys; other public rights-of-way or public property.
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7. Property owner must submit complete list of all rentals within the City advertised on all media sites.
 8. Name, address, e-mail address, and telephone number of the resident owner, nonresident owner, property manager, resident manager, local emergency contact, and mortgagee, if there is a mortgage against property.
 9. Trade name, if any, of resident owner or nonresident owner.
 10. Names and addresses of all registered agents should the parties named in this subsection be filing entities.
 11. Zoning classification(s).
 12. Acknowledgement of receipt of a copy of this article and agreement to comply with all provisions of this article as a condition to receiving and maintaining a short-term rental registration.
 13. The ~~applicant~~ ~~registrant~~ shall provide a copy of the filed Comptroller of Public Accounts' Form AP-102 (hotel occupancy tax questionnaire);

Section 150.121. -- . Inspection required for Short-Term Rental Registration.

- A. Upon registration and renewal, and prior to the first rental occupant of a short-term rental property, after such registration and renewal, the owner is required to schedule an inspection of the residential structure with the City of Sunset Valley to determine compliance with the minimum property standards in the Code of Ordinances.
 1. If only a portion of the premises is offered for rent, then that portion plus shared amenities and points of access shall be inspected.
 2. If, upon completion of the inspection, the premises are found to be in violation of one or more provisions of applicable city codes and ordinances, the city shall provide written notice of such violation and shall set a re-inspection date for violation to be corrected prior to its occupancy.

Section 150.122. --. Restrictions on Short-Term Rentals.

- A. *External signage.* There shall be no external on-site or off-site advertising signs or displays indicating the property is a short-term rental.
- B. *Limit on occupants allowed.*
There shall be a maximum occupancy of three persons per bedroom, including adult and children.
- C. *Limits on number of vehicles.* There shall be a maximum of one motor vehicle per bedroom, or maximum number of motor vehicle that can be accommodated within the garage and driveway, without extending over the public rights of way (alleys and sidewalks) whichever is less.
- D. *Advertisement and contracts.* Any advertisement of the property as a short-term rental and all rental contracts must contain language that specifies the allowed maximum number of occupants and maximum number of vehicles.
- E. *Other restrictions.* It is unlawful:
 1. To operate or allow to be operated a short-term rental without first registering the property in which the rental is to occur with the city in accordance with this article;

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2. To advertise or offer a short-term rental without first registering the property in which the rental is to occur with the city in accordance with this article; documented advertisement of the subject property as a short-term rental, online or offline, shall be considered evidence of a violation of this ordinance;
 3. To operate a short-term rental that does not comply with all applicable city and state laws and codes;
 4. To operate a short-term rental that does not comply with all applicable city and state laws and codes;
 5. To operate a short-term rental without paying the required hotel occupancy taxes;
 6. Permit the use of the short-term rental for the purpose of housing sex offenders; operating a structured sober, recovery or other purpose living home or similar enterprise; selling illegal drugs; selling alcohol or another activity that requires a permit or license under the Alcoholic Beverage Code; or operating as a sexually oriented business.

~~6-7.~~ No more than one short-term rental per property at any one time.

Section 150.123. -- Brochure and safety features for Short-Term Rentals.

- A. *Informational brochure.* Each registrant operating a short-term rental shall provide to guests a brochure that includes:
 1. The registrant's 24-hour contact information;
 2. The host's 24-hour contact information if the property owner is not within the city limits when guests are renting the premises;
 3. Pertinent neighborhood information including, but not limited to, parking restrictions, restrictions on noise and amplified sound, and trash collection schedules;
 4. Information to assist guests in the case of emergencies posing threats to personal safety or damage to property, including emergency and non-emergency telephone numbers for police, fire and emergency medical services providers and instructions for obtaining severe weather, natural or manmade disaster alerts and updates.
- B. *Safety features.* Each short-term rental registrant shall provide in the premises working smoke detectors in accordance with adopted codes and at least one working carbon monoxide detector and alarm, and one working fire extinguisher. The premises shall, otherwise comply with applicable Codes of Ordinance including but not limited to Building and Fire Codes.
- C. A placard that is clearly visible on the structure is required displaying the registration number and name of designated local contact with their 24/7 contact information.
- D. Parking by renters or their guests shall not encroach upon or obstruct ingress, egress, or access to the neighboring properties;

Section 150.124. -- Notification of approval of Short-Term Rental.

Within ten days of the approval of a short-term rental registration or renewal, a notice will be sent to all property owners within 200 feet of the property, and shall include the 24-hour complaint line, and pertinent information about this article.

Section 150.125. --. Registration term, fees, and renewal of Short-term Rentals.

- A. All registrations approved under this chapter shall be valid for a period of one year from the date of its issuance.
 - 1. The fees for registration of a short-term rentals shall be as established by resolution of the city council and may include the following:
 - a. The initial registration fee,
 - b. A late fee of twice the established the fee
- B. Upon receipt of an application for renewal of the registration, the City Administrator or their designee may deny the renewal if there is reasonable cause to believe that:
 - 1. The registrant has violated any ordinance of the city, or any state, or federal law on the premises or has permitted such a violation on the premises by any other person; or
 - 2. There are grounds for suspension, revocation, or other registration sanction as provided in this article.

Section 150.126. --. Inspections; re-inspections; suspension and revocation of Short-term Rental registration.

- (a) *Inspections; access.* The resident owner, nonresident owner, resident manager and property manager, as a condition to the issuance of a short-term rental registration required by this article, shall consent and agree to permit and allow the city's building official or their designee to make the following inspections of the short-term rental when and as needed to ensure compliance with this article:
 - (1) Right and access to inspect all portions of the premises and structures located on the premises that are not dwelling units, including, but not limited to, all storage areas, detached garages, and swimming pools, upon reasonable advance notice being given to the resident owner, nonresident owner, property manager or resident manager;
 - (2) Right and access to inspect all unoccupied dwelling units upon giving reasonable notice to resident owner, nonresident owner, resident manager, or property manager;
 - (3) Right and access to inspect all occupied dwelling units when, upon receipt of reliable information, the building official or their designee has reason to believe that violations of the ordinances of the city or state law exist that involve serious threats to life, safety, health, and property; and
 - (4) Before the short-term rental registration and any renewal of the short-term rental registration is approved, and before the rental of any single-family residence as a short-term rental under this article, the resident owner, nonresident owner, resident manager, or property manager shall request an inspection and make the single-family residence available for inspection by the building official or their designee. The building official or their designee and the resident owner, nonresident owner, resident manager, and property manager shall agree on a reasonable date and time for the requested inspection.
- (b) *Admission to premises.* The building official or their designee may enforce the provisions of this article upon presentation of proper identification to the occupant in charge of the short-term rental and may enter, with the occupant's permission, any short-term rental between the hours of 8:00 a.m. and 6:00 p.m.; provided, however, that in cases of emergency where extreme hazards are known to exist which may involve imminent injury to persons, loss of life, or severe property damage, the building official or their designee may enter the short-term rental referenced in subsection (a) of this section at any time and upon presentation of identification and the occupant's permission shall not apply. Whenever the building official is denied

admission to inspect any short-term rental under this provision, inspection shall be made only under authority of a warrant issued by a magistrate authorizing the inspection.

- (c) *Reinspection.* If any of the inspections authorized by this article require a second reinspection due to noted violations, then a reinspection fee as listed in the City's fee schedule shall be paid prior to the second reinspection.
- (d) *Suspension or revocation of registration.* Failure of an owner to comply with the provisions of this article after receipt of written notice of the violation from the building official or their designee setting out the violations and the time allowed to rectify the violations, the short-term rental registration authorized by this article issued to the owner may be suspended or revoked by the Administration department.
- (e) *Reinstatement.* Any person requesting a reinstatement or reissuance of a short-term rental registration that has been suspended or revoked shall be required to apply for and receive a new short-term rental registration issued under this article upon review by the Administration department that all conditions causing the revocation have been met.

Section 150.127A. --. Revocation/appeal of Short-term Rental Registration.

- A. Registration may be denied and/or revoked by the city administrator or designee upon a finding by the noncompliance with any provisions of this article or violations of the Zoning Ordinance, or other applicable city codes.
- B. A registration may be subject to revocation of their registration if there are three or more violations within a twelve-month period of this article or other safety, health and welfare ordinances of the city.
- C. The Administration department or their designee, shall issue a notice of violation of any provision of this article or violations as provided herein. Such notice shall include the date, time and synopsis of the facts surrounding such violation.
- D. An ~~applicant or registration holder~~ Registrant who wishes to appeal the denial or revocation of a registration under this article, shall file an appeal with the Board of Adjustment for reinstatement of a denied or revoked registration.
- E. The Board of Adjustment shall conduct an evidentiary hearing, take testimony and receive any documented evidence to determine whether the decision of city manager or designee should be upheld or overturned.
- F. At the hearing, the Board of Adjustment shall receive a testimony and evidence to contest the decision to deny or revoke a registration.
- G. The Board of Adjustment upon completion of a hearing, shall upon a majority vote of four-fifths of the board overturn the decision of the city administrator or designee.
- H. After a registration under this article has been revoked an owner may not reapply until after a 12-month period of any revocation or appeal.
- I. All decisions of the Board of Adjustment under this article shall be deemed final.

Section 150.127B. --. Violations and penalties for Short-term Rentals.

Violation of this ordinance upon conviction shall be punished by a fine not to exceed the sum of \$2,000.00 for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

Section 150.128. --. Fees for Short-term Rental Registration.

All fees for registration, inspection, or renewal, including any late fees or exemptions, as provided in this article, shall be as established by resolution of the city council.

Section 150.129. --. Presumption; presentation of documents or affidavit for Short-term Rental Registration.

- (a) *Presumption.* It shall be a rebuttable presumption that a single-family residence that is occupied by one or more person(s) who are not the owner is being occupied pursuant to an agreement between the owner and
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the occupant(s) of the single-family residence wherein the occupant(s) have agreed to lease said residence from the owner.

- (b) *Presentation of documents or affidavits.* Any resident owner or nonresident owner claiming that the owner is not required to obtain a short-term rental registration pursuant to this article shall, not later than five business days following receipt of a written request of the building official or their designee or, in the case of an appeal filed pursuant to section --- of this article deliver to the City Administrator a true and correct copy of any agreements, documents of title, letters of administration, letters testamentary, executory contracts for conveyance (also known as "contracts for deed"), affidavits, or other documents that establish to the satisfaction of the community development department that a landlord/tenant relationship does not exist between the owner and the occupant(s) of the single-family residence. Unless an extension of the time for delivery of such documents or affidavits is granted by the building official or their designee or city administrator, as the case may be, the failure of the owner to present the requested documents within the time provided by this subsection (b) shall result in the presumption described in subsection (a) above, becoming irrefutable.

Proposed Short Term Registration Process

