



**NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
OF THE CITY OF SUNSET VALLEY, TEXAS
TUESDAY, JUNE 7, 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 7th day of June 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 Professional Fees Report
 - o Accessing Old City Website
 - B. Public Works
 - C. Public Safety
4. Presentation by the Sunset Valley Arts Commission on ARTFEST 2022. (Council Member Johnson/Administration)
5. Council consideration of agenda items for approval on consent

Items Which May Be Considered and Acted on Consent

6. Consider and act on approval of the minutes from the May 17, 2022 regular meeting and work session.
7. Consider and act on approval of a Temporary Special Use Permit for JDRF to hold their One Walk event at 3200 Jones Road on October 30, 2022. (Mayor Bruner/Administration)
8. Consider and act on approval of the Request for Proposals for Informational Technology Support Services. (Mayor Bruner/Administration)
9. Consider and act on denying all bids for the Stearns Lane Lift Station Rehabilitation Project. (Mayor Pro tem Carmona/Public Works)

10. Consider and act on approval of an Ordinance amending the FY 2022 Budget (Budget Amendment #12) for various departmental and repair and replacement expenses. (Council Member Rosengarten/Administration)
11. Consider and act on approval of an amendment to the Statement of Work for the Canales and Co. contract. (Council Member Reetz/Administration)
12. 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)
13. Adjourn

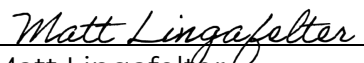
Executive Session Notice

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 2nd day of June 2022 at 6:00 P.M.


Matt Lingafelter
City Secretary

Administration Report

06.07.2022



Council Information Requests	<ul style="list-style-type: none">• Professional Services Fees – Attachment A• Accessing Old City Website – Attachment B
Projects Ongoing or Planned	<ul style="list-style-type: none">• FY 2023 Budget Preparation• Community Coordinator – interviews scheduled• Laserfiche Document Management System• Beautification and Branding – Canales and Co.• Comprehensive Plan Revisions – community engagement
Resident Information Requests	N/A
Upcoming Meetings & Topics of Interest	<p>Arts Commission 6.13.22</p> <ul style="list-style-type: none">• Event and Project planning for FY 23• ARTFEST wrap-up and planning for 2023 <p>Parks and Open Space Workshop 6.15.22</p> <ul style="list-style-type: none">• Community meeting at City Hall with Asakura Robinson <p>Zoning Commission 6.22.22</p> <ul style="list-style-type: none">• Comprehensive Plan revisions• Little Library regulations <p>Joint Arts Commission, CED, P&E Workshop 6.25.22</p> <ul style="list-style-type: none">• Project planning and collaboration for FY 23
Upcoming Topics for Agenda or Discussion	<ul style="list-style-type: none">• Development Review Process (LDC)• Utility Box Mini Mural Project (four boxes)• Hwy 290 Waterline – participation with Townbridge• Work Session – Upper Cougar Creek walkthrough

Development & Commercial Permitting Activity	See attached report – Attachment C
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Attachment A
Sunset Valley
Monthly Actuals vs Budget [INTG] - Types

		October 2021-	November 2021-	December 2021-	January 2021-	February 2021-	March 2021-22	April 2021-22	May 2021-22		2021-22 Actual	2021-22 Actual
		22 Actual	22 Actual	22 Actual	22 Actual	22 Actual	Actual	Actual	Actual	2021-22 Budget	vs Budget	vs Budget %
											Variance	Variance
Expenses	(5327) Engineer - Design Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,376.00	\$ 10,376.00	100.00%
Expenses	(5306) Attorney	\$ 36,602.00	\$ 36,602.00	\$ 39,353.00	\$ 39,353.00	\$ 43,391.00	\$ 47,608.00	\$ 54,145.00	\$ 58,570.00	\$ 92,602.00	\$ 34,032.00	36.75%
Expenses	(5343) IT Management Services	\$ -	\$ 10,455.00	\$ 16,109.00	\$ 21,763.00	\$ 28,008.00	\$ 33,662.00	\$ 39,421.00	\$ 45,182.00	\$ 112,478.00	\$ 67,296.00	59.83%
Expenses	(5330) Engineer - Review & Inspection Fees	\$ 8,523.00	\$ 13,172.00	\$ 15,666.00	\$ 15,881.00	\$ 22,082.00	\$ 27,770.00	\$ 36,659.00	\$ 42,880.00	\$ 58,275.00	\$ 15,395.00	26.42%
Total		\$ 45,125.00	\$ 60,229.00	\$ 71,128.00	\$ 76,997.00	\$ 93,481.00	\$ 109,040.00	\$ 130,225.00	\$ 146,632.00	\$ 273,731.00	\$ 127,099.00	46.43%

ADMIN REPORT ATTACHMENT B

CITY COUNCIL MEETING DATE: JUNE 7, 2022



STAFF REPORT ADDITIONAL INFORMATION

STAFF PREPARER/CONTACT INFORMATION: Matt Lingafelter, Asst. City Administrator

SUBJECT: Accessing Old City Website

In February 2022, the new City Website powered by Granicus launched, and kept the same domain as the previous website, www.sunsetvalley.org. As the City's transitions to its new digital, web-based Document Management System, Laserfiche, the City employed a page freezer to allow access to the old website as documents are being archived.

Eventually, the Laserfiche Public Portal will be the repository for all past, current, and future Council/Committee/Commission Agendas, Minutes and supplemental information. The archiving of files from the old website will begin on June 6, 2022.

However, the old city website (GovOffice) is still accessible through the domain www.sunsetvalley.city. The public may use this address to access pages, documents, and files from the old website while the archiving process with Laserfiche is underway.

Occasionally, while browsing the old website via www.sunsetvalley.city, one will come across an error message. On the Google Chrome and Microsoft Edge web browsers, the message reads "This www.sunsetvalley.org page can't be found." On Firefox, the page just appears blank. When this occurs, simply change the URL address where you are receiving an error or blank page, replacing the ".org" with ".city".

The following workflow will show an example of accessing the 2017 Council Agendas Page from the old website.



Can't Find Page on Old Website - 2017 City Council Agendas example

6 Steps [View on Tango](#)

Created by

Matt Lingafelter

Creation Date

June 2, 2022

Last Updated

June 2, 2022

STEP 1

Go to www.sunsetvalley.city

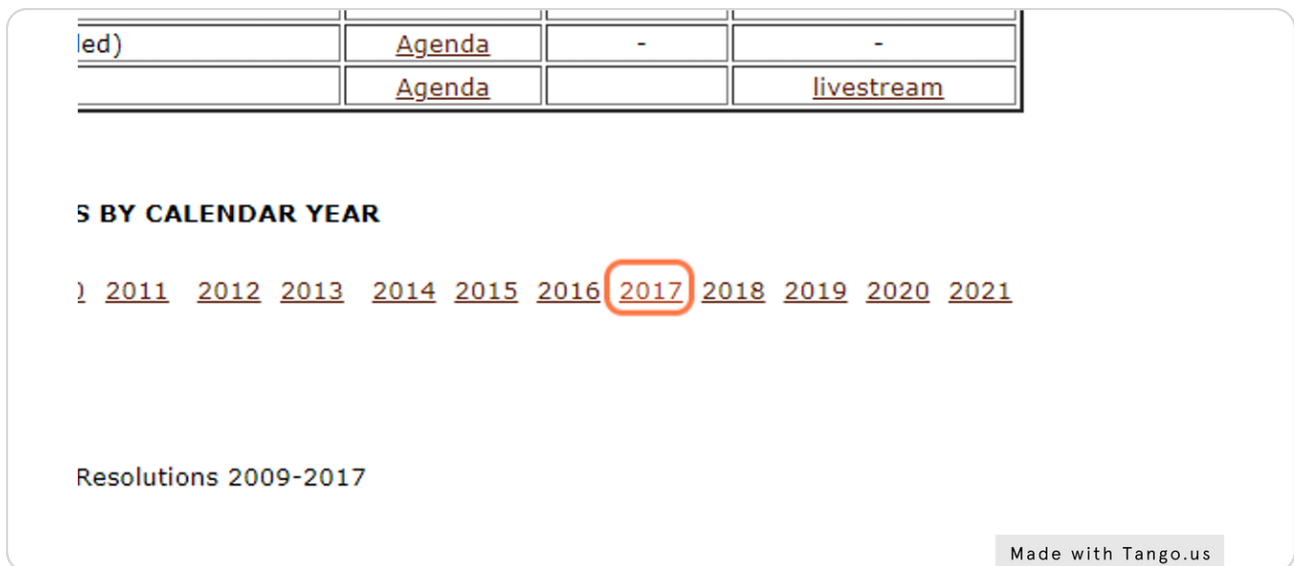
STEP 2

Click on Council Meeting Agendas and Minutes



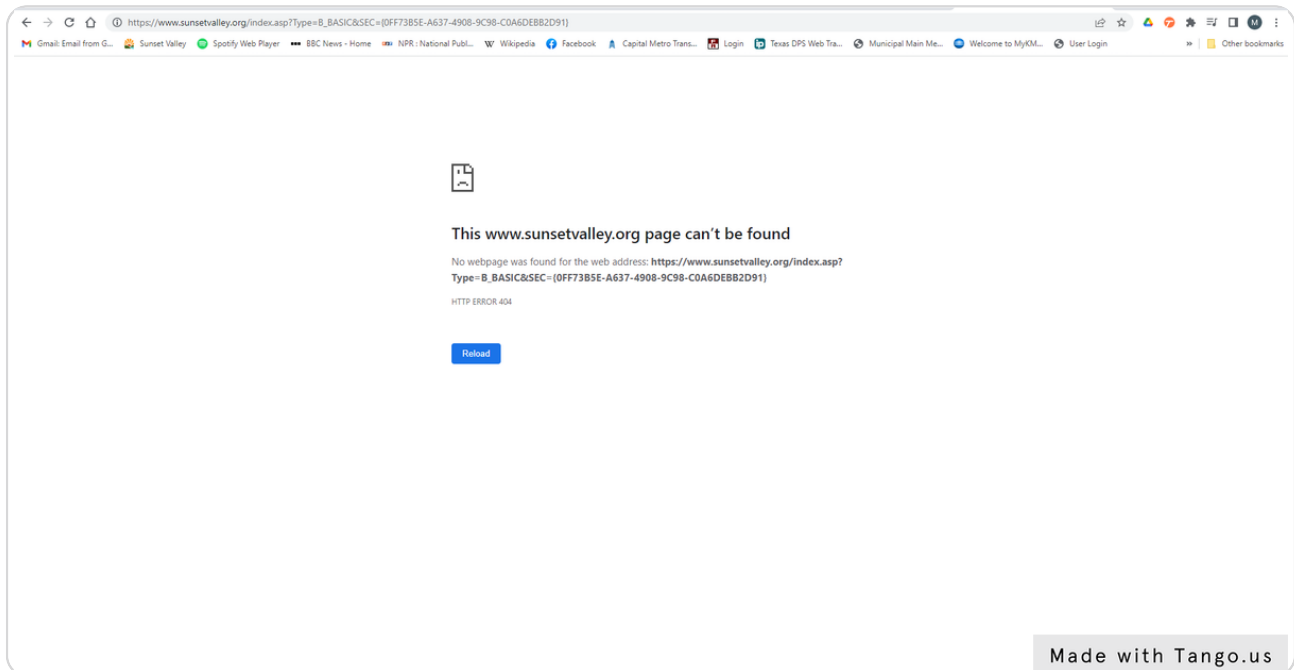
STEP 3

Click on 2017



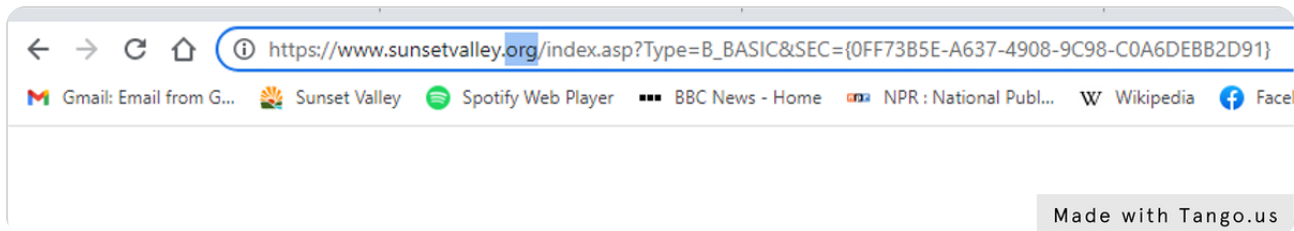
STEP 4

The page cannot be found because it is trying to access it via "sunsetvalley.org"



STEP 5

Replace the ".org" with ".city"



STEP 6

The page will now appear





ADMIN REPORT ATTACHMENT C

Permits Issued Report

Issued dates: 4/6/2022 thru 6/2/2022

Report Recap

Project Type	# of projects	Total Fees
Electrical (R)	1	\$147.50
Sign (C)	2	\$645.00
New Construction (C)	1	\$5432.70
Tree Removal (R)	1	
Short Term Rental (R)	1	\$350.00
Remodel/Addition (R)	2	\$235.00
Accessory Structure (R)	1	\$262.50
Mechanical (R)	1	\$87.50
Remodel/Addition (C)	2	\$192.50
Plumbing (R)	1	\$380.00
TOTAL	13	\$7732.70



Permits Issued Report

Issued dates: 4/6/2022 thru 6/2/2022

Generated 6/2/2022 4:00:41 PM

Project #	Issued Date	Expiration Date	Project Name	Address	Work Type	Project Fee	Project Status	Status
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	Permit Issued	6/2/2022
2022-62			Townbridge Office	4800 W HWY 290 SRV, Sunset Valley 78735	New Construction (C)	\$5432.70	Pending (Under Review)	4/21/2022
2022-63			Arborist Review of Proposed Tree Removal	,	Tree Removal (R)		Project Closed/Complete	6/2/2022
2022-64			TEST STR	,	Short Term Rental (R)	\$350.00	Pending Payment	5/3/2022
2022-66			Zambrana ReRoof	5 Curley Mesquite Cv, Sunset Valley 78745	Remodel/Addition (R)	\$147.50	Project Closed/Complete	6/2/2022
2022-68			Collins Cottage and Pool	5 Yellow Tail Cove, Sunset Valley 78745	Accessory Structure (R)	\$262.50	Pending (Under Review)	6/2/2022
2022-69			Beauty Division	5601 Brodie Lane, #1000, Sunset Valley 78745	Sign (C)	\$262.50	Project Closed/Complete	6/2/2022
2022-70			16 Lone Oak HVAC Changeout	16 Lone Oak, Sunset Valley 78745	Mechanical (R)	\$87.50	Permit Issued	5/19/2022
2022-71			Re-roof - 2905 Jones Rd	2905 Jones Rd,	Remodel/Addition (R)	\$87.50	Project Closed/Complete	6/2/2022
2022-72			City Hall Remodel and Electrical	,	Remodel/Addition (C)		Permit Issued	6/2/2022
2022-77			46 Lovegrass Plumbing Permit	46 Lovegrass, Sunset Valley 78745	Plumbing (R)	\$380.00	Pending (Under Review)	
2022-78			Fire Sprinkler System	4715 South Lamar Blvd, Sunset Valley 78745	Remodel/Addition (C)	\$192.50	Pending (Under Review)	

Public Works Report

June 7th, 2022

Carolyn Meredith, Public Works Director



Rolando Sandoval has received his Class C Water Operator License

Dakota Burns has received his Class D Water Operator License

Parks and Open Space Survey is active

Projects Ongoing
or Planned

Projects

- CIP- [visit CIP webpage.](#)
- Violet Crown Trail- Project is underway.
- Vehicle Safety Light Installation

Water

- Austin Water Contract-Continued discussion with Austin Water.
- Valve Maintenance Schedule
- Backflow Weather Protection-Awaiting final enclosure.
- Training Scheduled for AMI

Wastewater

- Generator purchase pending

Streets

- 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

	<ul style="list-style-type: none"> Trail Work at Valley Creek Park complete, finalizing fence, screening and signage. Trail Cleaning and Deadwood Removal along trails. <p><u>Drainage and Water Quality</u></p> <ul style="list-style-type: none"> Water Quality Pond Maintenance RFB Repairs to City Hall Pond Fountain <p><u>Facilities</u></p> <ul style="list-style-type: none"> Emergency Power at PW/CH City Hall Repairs and AV integration Repairs to City Hall Irrigation System Fence Replacement at Farmer's Park <p><u>Planning</u></p> <ul style="list-style-type: none"> Comprehensive Plan Updates Land Development Code RFQ issued Website Updates Teen Program Planning Asset Management Program Pilot Program <p><u>Training and Education</u></p> <ul style="list-style-type: none"> Testing Preparation for wastewater collection tests Safety Training
Completed Maintenance Items	<ul style="list-style-type: none"> Wastewater Collections Class-Michael and Jordan Public Works Open House Lift Station Cleaned and Capacitors changed General City Maintenance Daily Samples Line Locates Meter Reading Monthly Flushing Vehicle and Equipment Maintenance Graffiti Removal Storage Yard Maintenance HWY 290 Sewer Line Maintenance

	<ul style="list-style-type: none"> • Mowing of trails • Irrigation repairs • Hydrant repairs • Storm Damage Response • Installation of final box over backflow behind City Hall • Dam Maintenance • Household Hazardous Waste Disposal
Utility Project Assistance – Oversight	<ul style="list-style-type: none"> • Damage to Council Ring
Resident Information Requests	<ul style="list-style-type: none"> • Development Requests • Tree Removal Permits
Meetings	<ul style="list-style-type: none"> • Public Works Committee • Planning and Environmental Committee • Public Works Open House • Parks and Open Space Ad Hoc Committee • Comprehensive Plan-Zoning Commission • Public Safety Committee
Upcoming Topics for Agenda or Discussion	

Public Safety Report

City Council Meeting 6.7.2022



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
Issues	<ul style="list-style-type: none">• Illegal camping• Trail patrols• Unrestrained animals• School safety (Planning training at SV Elementary throughout summer)

Resident Information Requests	
Meetings	5.23.2022 Public Safety Meeting Recommended digital flood warning signs with automated water sensors for low water crossings. Also recommended that City purchase and install speed radar warning signs for residential streets for FY 22/23.
Upcoming Topics for Agenda or Discussion	Villas residents Town Hall to discuss speeding and traffic calming devices. Notice will be mailed to Villas residents for meeting in late June.
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.

CITY COUNCIL MEETING DATE: JUNE 7, 2022



CITY COUNCIL AGENDA ITEM #4

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

COUNCIL SPONSOR: Council Member Rob Johnson

SUBJECT: ARTFEST

DESCRIPTION: Presentation by the Sunset Valley Arts Commission on ARTFEST 2022.

BACKGROUND: Karen Medicus, Arts Commission Chair, will deliver a presentation to City Council on the ARTFEST held on Saturday, April 30, 2022.

FUNDING: N/A

STAFF RECOMMENDATION: N/A

SUPPORTING MATERIALS PROVIDED: YES

- SUMMARY REPORT
- PRESENTATION
- VENDOR SURVEY RESULTS
- VOLUNTEER SURVEY RESULTS



Wrap-Up Summary

The Sunset Valley Arts Commission has produced the Sunset Valley ARTFEST for 14 years. The first festival held on the grounds of City Hall had twelve vendors. On April 30, 2022, seven thousand eight hundred and fifty-six (7,856) people attended the event that featured ninety-three (93) artisan and food vendors including two music and entertainment stages. The popular Adventure Build hosted by Sunset Valley Public Works Department was back this year in full swing with over 1,000 participants. The success of the event is a result of collaboration between the Council, Police Department, Public Works, Arts Commission members, Special Event Coordinator-Michele Golden (Golden & Co.), community volunteers, and our sponsors. Funded by Hotel Occupancy Tax and revenue generated by the event it is well known in the region as a fun-filled, family friendly event with a great vibe.

The COVID19 pandemic resulted in two years of cancelled events, 2020 and 2021, and changed our world. The 2022 event was produced with a budget estimated for the 2020 event and we had no idea how the new reality of increased prices, supply chain issues, and labor shortages would impact the event expenses. Council approved a pilot program to solicit sponsors for the 2022 event and the Arts Commission secured sponsorships from Home Depot, Central Market Westgate, Doc's Backyard Grill, and TexaScapes. On May 17, 2022, Council approved a budget amendment in the amount of \$7,000 to cover potential estimated expenses. Final reconciliation of revenue and expenses on 5/31/22 resulted in a surplus of \$588.31 without the need to use the \$7,000. Pre-planning and work for ARTFEST 2023 begin in July 2022. We propose using the \$7,588 surplus from 2022 to cover pre-planning expenses that will occur in FY22 for the 2023 event, any unused funds would fall back to the HOT Fund.

ARTFEST is a signature event for our city that needs to be incorporated into the HOT Fund budget on an annual basis for it to continue and attract thousands of people to our city, improve and grow.

April 30, 2022



**THANK YOU TO
OUR SPONSORS**



Central Market
REALLY INTO FOOD

Doc's
Backyard
GRILL


TEXASCAPES
EXCELLENCE IN LANDSCAPING

14TH ANNUAL
20 22
SUNSET VALLEY
ARTFEST
MAIN STAGE

9:00-10:00 Covington MS Jazz Band
10:30-11:45 Shelley King
12:15-1:30 Beat Root Revival
1:45-3:00 Tomar and the FCs
3:15-4:00 Crockett HS Steel Drum Band



14TH ANNUAL
20 22
SUNSET VALLEY
ARTFEST
KIDS' STAGE

10:00 - 11:00 Mr. Will & the Excavators
11:30 - 12:30 The Epic Show
1:00 - 2:00 Open Mic

Central Market
REALLY INTO FOOD



7,856 Attendees



93 Vendors



Adventure Build - over
1,000 participants!



Family fun!



30 Volunteers donated more than 80 hours with city staff and crew!



30 Volunteers donated more than 80 hours with city staff and crew!



Evaluation Survey Comments

We had an absolute blast at the ARTFEST, and look forward to next year! We also each bought lots of great local art! *Kellie, Central Market Sponsor*

I liked everything: organization, friendliness, the venue, artists, the high traffic of visitors and their interest in art, the music, the closeness of the farm market. *Vendor*

Overall, ARTFEST worked well and was a good *volunteer* experience.

You can always look for support from us.

Charles Milligan, Doc's Backyard Grill Sponsor

As a *vendor*, I appreciated the clear communication and well-planned event. The marketing and music kept steady flow of people through.

I love the vibe. SV does a great job hosting and it feels very friendly and community-oriented.

Vendor

Exceptionally organized; very well advertised; crowds were great! One of the best results I have had!! I always do very well at this event and am quite impressed with the process of application and paying! The snacks and especially, water bottles, are so appreciated!!

Vendor

Everyone was so organized! Check in was smooth, parking went well, staff and volunteers all knew their roles! The other vendors were fun to interact with as were the attendees:) Thank you!! *Vendor*

Q1 If this was your first year as an ARTFEST vendor how did you hear about us?

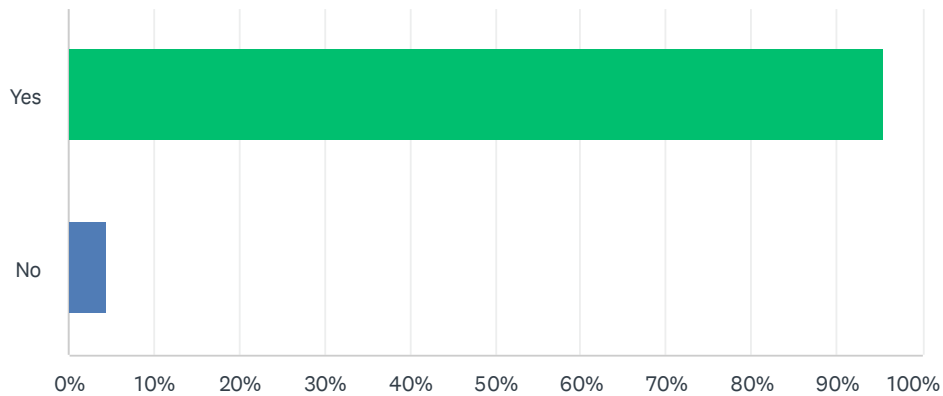
Answered: 28 Skipped: 16

#	RESPONSES	DATE
1	no	5/12/2022 12:57 AM
2	Through Google. I looked up "2022 craft fairs near me"	5/10/2022 11:43 AM
3	Social media & google search	5/10/2022 10:11 AM
4	yes	5/9/2022 1:29 PM
5	n/a	5/7/2022 9:35 PM
6	Not my first	5/7/2022 7:09 PM
7	Other artists who had been in the show	5/6/2022 10:56 AM
8	Online	5/6/2022 9:50 AM
9	Facebook.	5/5/2022 7:27 PM
10	4th year return vendor	5/5/2022 5:33 PM
11	Not my first year and not my last!	5/5/2022 5:21 PM
12	Georges	5/5/2022 10:36 AM
13	Via Google	5/4/2022 5:13 PM
14	Google search for Austin area art and craft fairs.	5/4/2022 4:10 PM
15	From Cat Quintanilla and Karen Medicus	5/4/2022 3:18 PM
16	This was my third year	5/4/2022 12:52 PM
17	Googling art markets	5/4/2022 12:00 PM
18	My daughter	5/4/2022 11:46 AM
19	facebook	5/4/2022 11:45 AM
20	Online	5/4/2022 11:35 AM
21	I live in Austin and have been before. Chronicle, drive-by, Instagram	5/4/2022 11:29 AM
22	NA	5/4/2022 11:21 AM
23	Online	5/4/2022 10:48 AM
24	Facebook	5/4/2022 10:25 AM
25	Prior attendance as a visitor	5/4/2022 10:11 AM
26	From a friend	5/4/2022 10:11 AM
27	I was a vendor in 2019	5/4/2022 10:06 AM
28	Looked up nearby art fairs online.	5/4/2022 10:03 AM

Q2 Was the timing of the show good for you, 9 am - 4 pm?

Answered: 44 Skipped: 0

Post Event Vendor Survey 2022



ANSWER CHOICES	RESPONSES
Yes	95.45% 42
No	4.55% 2
TOTAL	44

#	OTHER (PLEASE SPECIFY)	DATE
1	It is very early to start setup and lasts an hour longer than most shows	5/6/2022 10:56 AM
2	I could have used another hour of set up time	5/4/2022 3:18 PM
3	Starting later and ending later would be better. The younger large population of Austin seemed to show up after noon.	5/4/2022 11:35 AM
4	I don't mind going from 9 am - 6 pm.	5/4/2022 10:09 AM
5	It could go a little longer, maybe until 5pm.	5/4/2022 10:06 AM

Q3 What did you like most about the event?

Answered: 43 Skipped: 1

#	RESPONSES	DATE
1	Lots of people came to shop	5/12/2022 12:57 AM
2	seeing old friends and customers being next to SVFarmers market	5/10/2022 7:32 PM
3	the amount of people! hosting it on the same day as a farmers market was smart. also appreciated the amount of staff available and how organized the process was.	5/10/2022 11:43 AM
4	coincided with farmers market	5/10/2022 10:11 AM
5	great artists high standard quiet and friendly	5/9/2022 1:29 PM
6	Before the weather sapped everyone's energy- the crowd's and staff's enthusiasm. People really seemed to enjoy how special and varied it was.	5/7/2022 9:35 PM
7	Good travel	5/7/2022 7:09 PM
8	Good advertisement and good turnout.	5/7/2022 10:42 AM
9	The variety of artists, music and food vendors.	5/6/2022 10:56 AM

Post Event Vendor Survey 2022

10	The event was so organized. The team on the ground was helpful. They helped with unloading and putting up the tent. Loved it	5/6/2022 9:50 AM
11	We really like the spot that we've had the past few years and thought that the setup was much smoother this year (the wider walkways may have helped with this.)	5/6/2022 9:23 AM
12	Exceptionally organized; very well advertised; crowds were great! One of the best results I have had!! I always do very well at this event and am quite impressed with the process of application and paying! The snacks and especially, water bottles, are so appreciated!!	5/5/2022 8:39 PM
13	I liked everything: organization, friendliness, the venue, artists, the high traffic of visitors and their interest in art, the music, the closeness of the farm market.	5/5/2022 7:27 PM
14	Music and always a fun event	5/5/2022 5:33 PM
15	How well everything was planned and organized! You all did a great job.	5/5/2022 5:21 PM
16	To see all of you	5/5/2022 10:36 AM
17	It was so well run. The staff was so helpful and were there to direct us to our booth etc.	5/5/2022 7:47 AM
18	Jazz music was good for shoppers mood.	5/4/2022 10:13 PM
19	Very well run.	5/4/2022 8:07 PM
20	As a vendor, I appreciated the clear communication and well planned event. The marketing and music kept steady flow of people through.	5/4/2022 5:13 PM
21	The number of people that attended and how well organized it was.	5/4/2022 4:10 PM
22	How well organized everything was	5/4/2022 3:18 PM
23	Info and well organized	5/4/2022 2:29 PM
24	# of people attending, music, organization and unloading and loading at booth	5/4/2022 2:12 PM
25	Everyone was so organized! Check in was smooth, parking went well, staff and volunteers all knew their roles! The other vendors were fun to interact with as were the attendees:) Thank you!!	5/4/2022 12:52 PM
26	Meeting people!	5/4/2022 12:00 PM
27	Friendly support and great attendance	5/4/2022 11:46 AM
28	it was FUN!! Great group of vendors - fun mix of great art.	5/4/2022 11:45 AM
29	The ease of setting up ! Y'all are organized!	5/4/2022 11:35 AM
30	The music and festive atmosphere.	5/4/2022 11:29 AM
31	The art-loving crowds.	5/4/2022 11:21 AM
32	Great south austin vibe	5/4/2022 11:08 AM
33	Good crowd!	5/4/2022 10:58 AM
34	Great crowd, friendly staff	5/4/2022 10:48 AM
35	Great attendance Affordable booth fee	5/4/2022 10:39 AM
36	Everyone was very nice especially the staff	5/4/2022 10:25 AM
37	All the different types of vendors	5/4/2022 10:11 AM
38	Friendliness and helpfulness of the volunteers	5/4/2022 10:11 AM
39	I love the vibe. SV does a great job hosting and it feels very friendly and community-oriented.	5/4/2022 10:09 AM
40	It was well organized and all the signs were very clear.	5/4/2022 10:06 AM
41	The very friendly, local crowd!	5/4/2022 10:04 AM
42	The atmosphere	5/4/2022 10:03 AM
43	Great communication	5/4/2022 10:02 AM

Q4 What would you add or change to improve the event?

Answered: 40 Skipped: 4

#	RESPONSES	DATE
1	It was great, I would not changed anything!	5/12/2022 12:57 AM
2	more advertising- There is usually an ad in the Austin Chronicle and I did not see one this year	5/10/2022 7:32 PM
3	a little more space between vendor booths	5/10/2022 11:43 AM
4	advertize that there are gallery high end artists showing who are actually there to talk to (the artists can usually give more insight into theri work and it's a privilage to meet them)	5/9/2022 1:29 PM
5	More food vendors, please. Maybe not let the vendor pool get larger for a couple years. Otherwise, it's such a great show.	5/7/2022 9:35 PM
6	I would love to see elements from the famous folklife festival in san antonio. Would definitely like to have seen more cultural representation with Latino music maybe native american performances etc.	5/7/2022 7:09 PM
7	From a vendors prospective: I would add a few more trash bins at the ends of the rows. Having someone offer to be a booth sitter so that vendors could run to the bathroom would be nice. Offering the vendors water more than once would have been nice on such a hot day. I dislike how often I see vendors with tiny little weights on their tents. This will be a hazard one day if it is not better enforced. Tent manufacturers suggest a minimum of 40lbs of weight per leg for a 10x10.	5/7/2022 10:42 AM
8	Choose an earlier date. Conflicts with Eeyor's Birthday party.	5/6/2022 10:56 AM
9	nothing I can think of for now.	5/6/2022 9:50 AM
10	We didn't really enjoy being right next to a good before that needed a generator running for most of the show. Maybe the show can require generators to be placed a further distance from the vendors or behind some that provides sound dampening.	5/6/2022 9:23 AM
11	My only complaint is about a food truck that ran a loud generator the entire 8 hours! My wife and I both had headaches at the end of the event from just trying to talk above the noise! You must find a way to alleviate this problem. Suggest either situating trucks like this so that the generator is away from the crowds, or, what I would strongly suggest is that you require any generators to be surrounded by some type of noise suppression. They could easily use thick insulation from Home Depot/Lowes to construct a simple blocking wall around the generator. Anything would help! The noise was deafening for 8 hours!!	5/5/2022 8:39 PM
12	maybe more cold water, trash cans.	5/5/2022 7:27 PM
13	Nothing	5/5/2022 5:33 PM
14	Nothing!	5/5/2022 5:21 PM
15	None,always well organized	5/5/2022 10:36 AM
16	It was perfect!! Maybe more food vendors with more variety, if possible.	5/5/2022 7:47 AM
17	A good shopping music band in the last hour and a half, that keeps shoppers in a shopping mood. People stay longer and shop more when there's hoppin music.	5/4/2022 10:13 PM
18	Any way to add more water stations? By the last hours of the show I was worried about some people and many dogs.	5/4/2022 8:07 PM
19	It was so well planned - I wouldn't change anything.	5/4/2022 5:13 PM
20	N/A	5/4/2022 4:10 PM
21	From a selfish perspective I'd delete the childrens activities. I felt like most folks were just there for an outing rather than buying.	5/4/2022 3:18 PM

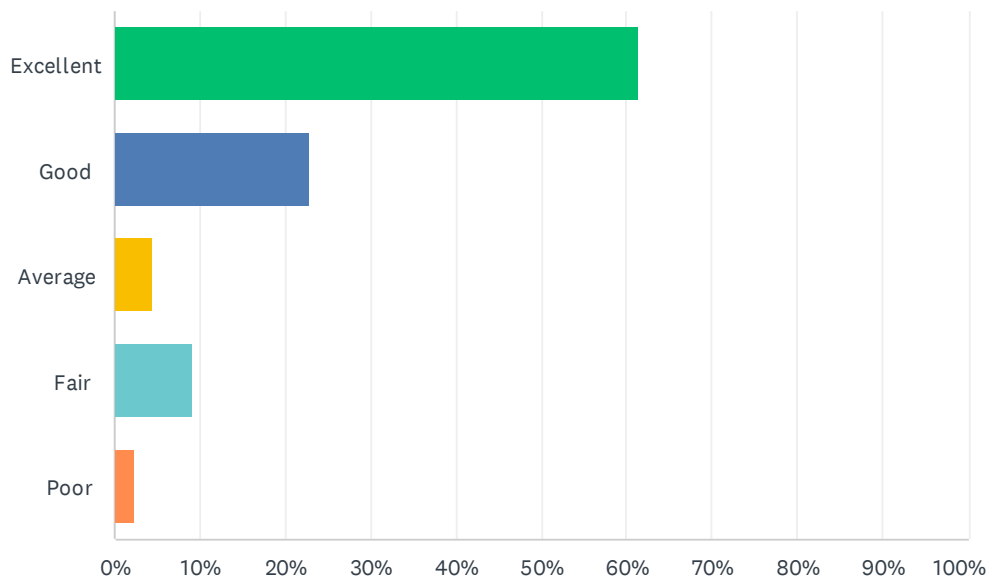
Post Event Vendor Survey 2022

22	nothing	5/4/2022 2:29 PM
23	Not having it on the parking lot pavement	5/4/2022 2:12 PM
24	I think you should keep up the great work!!!	5/4/2022 12:52 PM
25	Creative ways to Advertise	5/4/2022 12:00 PM
26	Nothing it was great	5/4/2022 11:46 AM
27	two days?	5/4/2022 11:45 AM
28	Well it looks like you have a lot of space it would be nice to have larger booth sizes for the same price. It would allow more people to actually have time to view the products . 11x11 works for small items but not for paintings or larger pottery	5/4/2022 11:35 AM
29	Add move food trucks. The long lines were prohibitive for vendors to get refreshments.	5/4/2022 11:29 AM
30	No change.	5/4/2022 11:21 AM
31	Option for electricity at booth for additional charge (no pun intended)	5/4/2022 10:58 AM
32	Shade would be nice, but I don't know how you would easily achieve this and still keep costs down (low booth cost is more important than shade to me).	5/4/2022 10:39 AM
33	More power outlets for the vendor's	5/4/2022 10:25 AM
34	More food/drink vendors. Also, I could not find the bathrooms - were there any?	5/4/2022 10:11 AM
35	Can't think of snything	5/4/2022 10:11 AM
36	Would love it if we have a few signs scattered around with a QR code that leads to a webpage where visitors can see a map of the vendors? I had some friends tell me they looked for me, but didn't see me. Maybe my booth had many people when they passed by and I was hidden :)	5/4/2022 10:09 AM
37	I was so busy I didn't have a chance to go around all the booths but my family and I enjoyed some food and drinks from the food trucks. Everything was great!	5/4/2022 10:06 AM
38	Early in the month please.m!! This was my 3rd year doing it and while I love this market it is always SO HOT on the pavement by early afternoon.	5/4/2022 10:04 AM
39	I'd have it on grass. Idk how realistic that is tho. Would make it much cooler temperature wise.	5/4/2022 10:03 AM
40	N/a	5/4/2022 10:02 AM

Q5 How were your sales in relationship to the length of the event and booth cost?

Answered: 44 Skipped: 0

Post Event Vendor Survey 2022



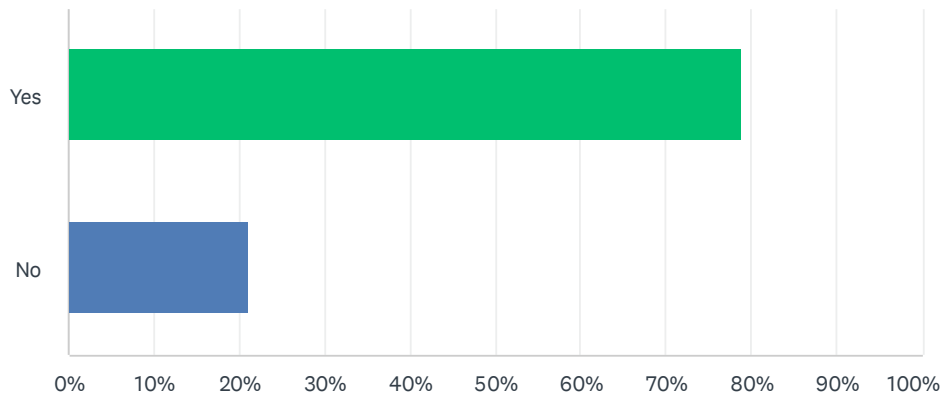
ANSWER CHOICES	RESPONSES	
Excellent	61.36%	27
Good	22.73%	10
Average	4.55%	2
Fair	9.09%	4
Poor	2.27%	1
TOTAL		44

#	OTHER (PLEASE SPECIFY)	DATE
1	See comments above	5/4/2022 3:18 PM
2	I'm happy to share b/c I think it's important - I sell tea towels - \$18 and I sold \$550.	5/4/2022 11:45 AM
3	I showed paintings and as I observed the crowd, it didn't seem like they were purchasing any paintings.	5/4/2022 11:35 AM
4	My best year yet!	5/4/2022 10:39 AM
5	Thanks to my face painting, it was a very productive day.	5/4/2022 10:06 AM

Q6 If this event expanded to a two day event would you participate?

Answered: 38 Skipped: 6

Post Event Vendor Survey 2022



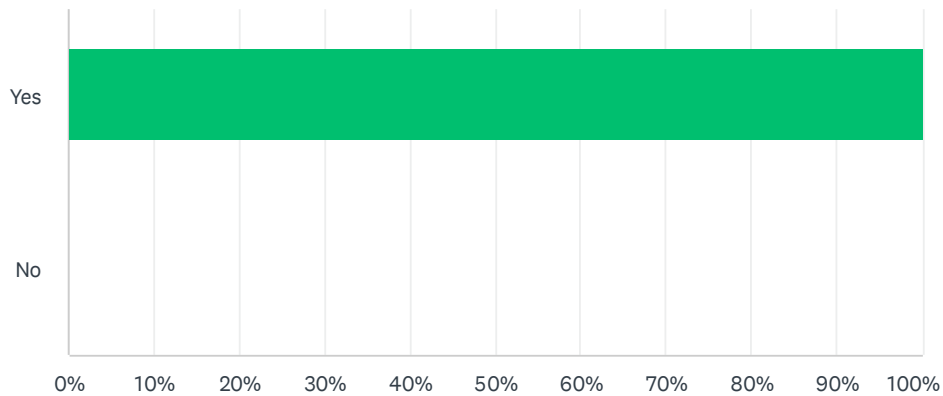
ANSWER CHOICES	RESPONSES
Yes	78.95% 30
No	21.05% 8
TOTAL	38

#	OTHER (PLEASE SPECIFY)	DATE
1	unsure	5/7/2022 9:35 PM
2	I would prefer it to be optional. I am not always available. Plus the heat kinda was an issue with this ol gal. Maybe if it as earlier in the month. I know Easter needs working around.	5/7/2022 7:09 PM
3	Due to weather and security issues, I would not feel comfortable leaving my art and tent set up. Nor would I want to take down and reset two days in a row.	5/6/2022 10:56 AM
4	Two days is too long!! Set up and take down is too much!! This is a hobby for me---not a job!!	5/5/2022 8:39 PM
5	I can't make enough for a two day show. I can do one day.	5/4/2022 8:07 PM
6	It would depend on whether I had to take down and reset. I come from San Antonio and it makes a long day with the set up time required.	5/4/2022 3:18 PM
7	Maybe	5/4/2022 2:12 PM
8	I'm not sure	5/4/2022 11:35 AM
9	Not likely. Setup, loading and transporting inventory, and tear down is too much for two days.	5/4/2022 11:29 AM
10	Depends on overnight security	5/4/2022 11:08 AM
11	Im not sure. I come from San Antonio and that would be a lot. As it is I had to leave home at 5 am for set up. I was beat after 1 day. But I did enjoy the event	5/4/2022 10:11 AM
12	This is a very interesting idea, and we would be able to leave our booth setup and just cover it for the night?	5/4/2022 10:06 AM

Q7 Do you plan to participate in ARTFEST next year?

Answered: 39 Skipped: 5

Post Event Vendor Survey 2022



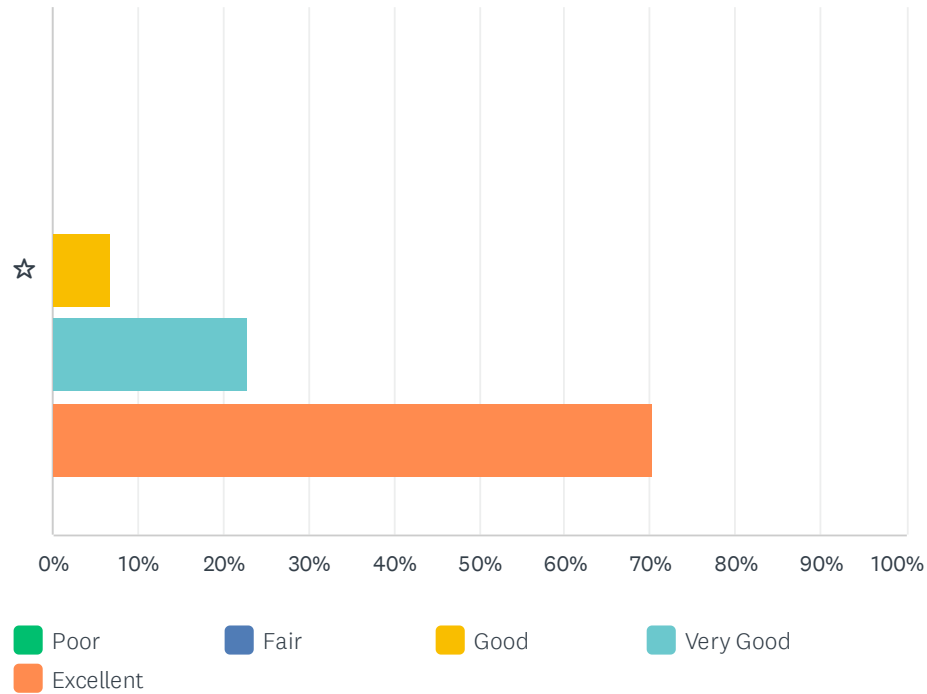
ANSWER CHOICES	RESPONSES
Yes	100.00% 39
No	0.00% 0
TOTAL	39

#	OTHER (PLEASE SPECIFY)	DATE
1	Considering it	5/10/2022 10:11 AM
2	If we're available, yes, please!	5/7/2022 9:35 PM
3	Yes at this point. As to the popup question below. Bare in mind the West Austin Studio Tour goes 3 weeks, starts the first weekend of Nov. the first two weekends are west. So a popup would need to not compete?	5/7/2022 7:09 PM
4	I look forward to this every year.	5/4/2022 8:07 PM
5	Very possibly but not certain.	5/4/2022 3:18 PM
6	Not sure	5/4/2022 2:29 PM
7	Will be moving to Florida but if it is in alignment to traveling, I would love to join	5/4/2022 12:00 PM
8	Maybe	5/4/2022 11:35 AM
9	Regarding the potential Fall pop-up mentioned below, I would be available if it does not conflict with the EAST/WEST Studio Tour	5/4/2022 10:39 AM
10	Absolutely! Best event ever!	5/4/2022 10:09 AM

Q8 Overall how would you rate this event?

Answered: 44 Skipped: 0

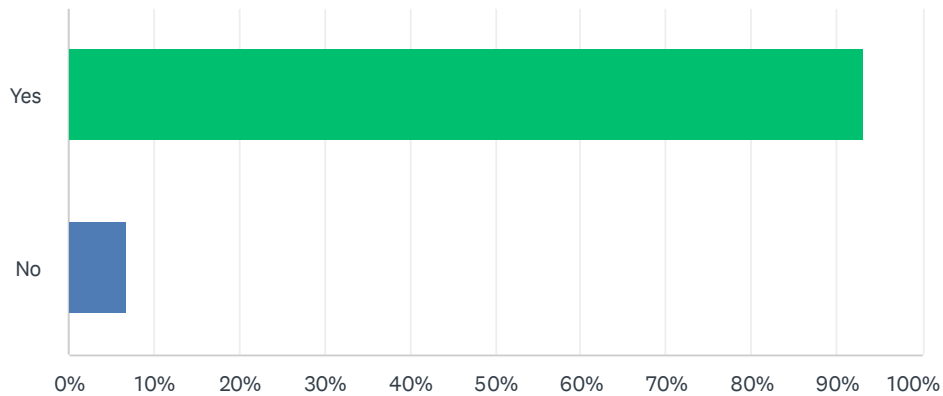
Post Event Vendor Survey 2022



	POOR	FAIR	GOOD	VERY GOOD	EXCELLENT	TOTAL	WEIGHTED AVERAGE
☆	0.00%	0.00%	6.82%	22.73%	70.45%	44	4.64
	0	0	3	10	31		

Q9 Would you be interested in participating in a small pop-up art show this fall?

Answered: 44 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	93.18%	41
No	6.82%	3
TOTAL		44

Q1 What worked well from your experience as a volunteer at the event?

Answered: 8 Skipped: 0

#	RESPONSES	DATE
1	Have 4 people set up tent, 4 people put down cement blocks and tie down. Karen M. does not work because we need a leader to tell us where the tents go and where the supplies are.	5/6/2022 7:37 AM
2	We were given good instructions on how to operate the credit card system	5/5/2022 10:57 AM
3	Being able to walk around and help vendors setup their tents when there was one or two people trying to do it themselves	5/4/2022 10:42 PM
4	Overall, ArtFest worked well and was a good volunteer experience.	5/4/2022 5:20 PM
5	Shade ! Having a tag it that Showed I was a volunteer and clear expectations of what I was supposed to do. Organizers did a fantastic job with all those things. Having the square was amazing!	5/4/2022 4:54 PM
6	Everyone's positive attitudes.	5/4/2022 4:29 PM
7	Communication to volunteers	5/4/2022 4:27 PM
8	Well organized and great people	5/4/2022 3:55 PM

Q2 What could we change to make volunteering at the event a better experience?

Answered: 8 Skipped: 0

#	RESPONSES	DATE
1	It was easy and fun being a clicker. We enjoyed doing it together to have someone to talk to and enjoy folks as they came in. Do teams even though only 1 clicks.	5/6/2022 7:37 AM
2	Nothing	5/5/2022 10:57 AM
3	More ice and water for volunteer's and vendors	5/4/2022 10:42 PM
4	I had no complaints. Perhaps a tent and chair for the clicker counters.	5/4/2022 5:20 PM
5	I wonder if we might be able to get some more hydrating water like coconut water or something? And also have possibly a little ice chest for volunteers? I think we could sell water to given that so many people asked for it who were at the event.	5/4/2022 4:54 PM
6	A new power panel for food vendors	5/4/2022 4:29 PM
7	We may need a volunteer that roams around the vendors to make sure they are setting up in the right space	5/4/2022 4:27 PM
8	A Better way to take credit cards.	5/4/2022 3:55 PM

Q3 What did you like most about the event overall?

Answered: 8 Skipped: 0

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ARTFEST 2022 Volunteer Survey

#	RESPONSES	DATE
1	We had great music to listen to, great weather, and lots of vendors.	5/6/2022 7:37 AM
2	The opportunity to socialize.	5/5/2022 10:57 AM
3	The fact that it ran so smoothly and there were enough volunteers to handle any situation that came up	5/4/2022 10:42 PM
4	The new "pod" set up for the vendors worked better for my purposes.	5/4/2022 5:20 PM
5	Amazing organization by Michelle and Karen and other Arts Commission members Rich Variety of vendors Great music great sponsorship so many greats. Collaboration!	5/4/2022 4:54 PM
6	Wonderful variety	5/4/2022 4:29 PM
7	so organized, well laid out, good music	5/4/2022 4:27 PM
8	The people the ones that I worked with and the new people I met	5/4/2022 3:55 PM

Q4 What suggestions do you have for improving ARTFEST 2023?

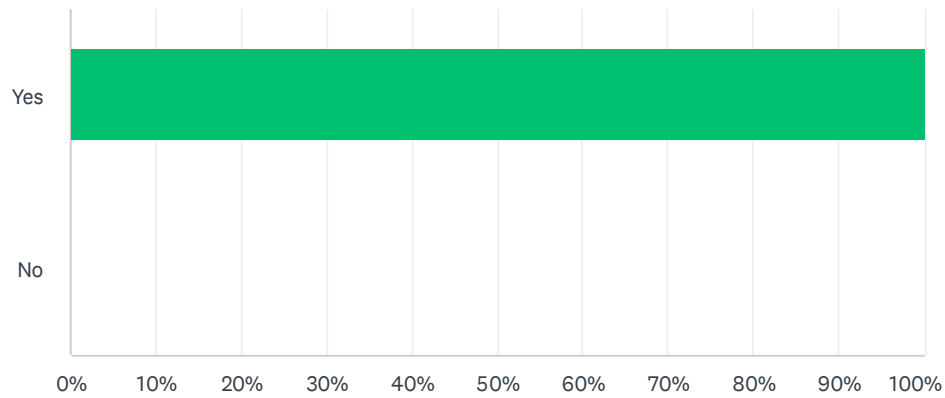
Answered: 8 Skipped: 0

#	RESPONSES	DATE
1	The lines were long for the food trailer. Need more food trailers after the farmers market leaves. We did not get a chance to have any food for the day until after our shift and the farmers market was gone. I would recommend a brisket and or Chili cookoff tasting after 1:00 and announce winners at 3:30.	5/6/2022 7:37 AM
2	Make sure visitors know where bottled water is available. They often commented that the food vendors lines were to long for just a bottle of water.	5/5/2022 10:57 AM
3	I'll have to give that some more thought	5/4/2022 10:42 PM
4	Better caliber parking guides. Water stations so attendees did not have to wait in lines at vendors to buy water.	5/4/2022 5:20 PM
5	Sell water. Possibly extend the event to another day, so a two day event. But only if the city makes this a financial priority by including it in the regular budget and hot funds for this event take priority and there are enough funds to hire people to manage the additional time and effort	5/4/2022 4:54 PM
6	Many more food vendors	5/4/2022 4:29 PM
7	Would like to see a little less craft and more art possibly	5/4/2022 4:27 PM
8	A Better way to take credit cards.	5/4/2022 3:55 PM

Q5 Would you consider volunteering for ARTFEST 2023?

Answered: 8 Skipped: 0

ARTFEST 2022 Volunteer Survey



ANSWER CHOICES	RESPONSES
Yes	100.00% 8
No	0.00% 0
TOTAL	8

#	OTHER (PLEASE SPECIFY)	DATE
1	It was easy and fun working together. Probably, the hardest part is getting the supplies and putting supplies away but we were not available for that. Yes, we will assist next year.	5/6/2022 7:37 AM
2	Absolutely! Job well done!	5/4/2022 4:54 PM
3	Karen is a Rock Star and Michele is a Super Hero	5/4/2022 4:29 PM

CITY COUNCIL MEETING DATE: JUNE 7, 2022



CITY COUNCIL AGENDA ITEM #6

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 May 17, 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 5-17-2022



**MINUTES OF A REGULAR MEETING
OF THE CITY COUNCIL
OF THE CITY OF SUNSET VALLEY, TEXAS
TUESDAY, MAY 17, 2022
6:00 P.M.**

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

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

1. Call to order of the City Council.

Mayor Bruner called the meeting to order at 6:07 P.M.

Mayor Bruner made a statement thanking the CED Committee and volunteers for the Spring Fling.

2. Citizen/Public Communication:

3. Council consideration of agenda items for approval on consent

Council Member Rosengarten made a motion to approve agenda items 4 and 5 on consent, seconded by Council Member Reetz. 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 May 3, 2022 regular meeting and work session. *Agenda Item Approved on Consent***
- 5. Consider and act on appointment of Barbara Wilson as a regular member and Walter Jenkins as an alternate member of the Board of Adjustment. (Mayor Bruner/Administration) *Agenda Item Approved on Consent***
- 6. Consider and act on approval of the October 2021 – March 2022 financial statements, as recommend by the Budget & Finance Committee. (Council Member Rosengarten/Administration)**

Council Member Rosengarten made a statement regarding this agenda item, and addressed a question raised by Council Member Reetz during a meeting staff. Council Member Reetz made a statement on the process for fund transfers.

Additional comments from Council Members on the statements.

Council Member Reetz made a motion to approve the financial statements with corrections, seconded by Council Member Rosengarten.

Citizen comment (question) from Lisa Versaci.

All voted in favor and the motion carried.

7. Consider and act on approval of an Ordinance amending the FY 2022 Budget (Budget Amendment #9) reallocating Arts Commission General Fund funds for ARTFEST expenses. (Council Member Johnson/Administration)

Sylvia Carrillo introduced the agenda item.

Comments from Council Members.

Council Member Rosengarten made a motion to approve the Ordinance amending the FY 2022 Budget (Budget Amendment #9) reallocating Arts Commission General Fund funds for ARTFEST expenses, seconded by Council Member Reetz.

Comments from Karen Medicus, Arts Commission Chair.

After discussion, the motion maker and second agreed to an amended motion to fund the \$7,000 from HOT Fund Reserves as opposed to Arts Commission Community Programs from the General Fund.

All voted in favor and the motion carried.

8. Consider and act on approval of the Request for Proposals for landscaping maintenance. (Mayor Bruner/Public Works)

- A. Carolyn Meredith introduced the item and discussed the 2022 RFP proposal that was not included in the backup
- B. Discussion of mowing of right of ways
- C. Citizen Comment:
 - o Lisa Versaci

Council Member Rosengarten made a motion to approve the RFP for Landscaping Services with the 2022 RFP, seconded by Council Member Reetz.

Comments from Mayor Pro tem Carmona. All voted in favor and the motion carried.

9. Consider and act on the following City Hall maintenance items (Mayor Bruner/Public Works):

- A. Award of Contract to the Rock Services for painting the interior and**

exterior of City Hall**B. Award of Contract to the Rock Services for electrical work in City Hall****C. Approval of an Ordinance amending the FY 2022 Budget (Budget Amendment #10) for Repair and Replacement Funds for City Hall maintenance***Presentation Items for Discussion and Possible Action*

Carolyn Meredith introduced the agenda item and outlined the proposed work.
Comments from Council Members

Mayor Pro tem Carmona made a motion to award contracts to Rock Services for painting the interior and exterior of City Hall, excluding the lobby painting, and approval of an Ordinance amending the FY 2022 Budget – Budget Amendment #11, \$42,120. The motion was seconded by Council Member Reetz. All voted in favor.

10. Public Hearing to consider updates and revisions to the City of Sunset Valley's Comprehensive Plan and Future Lane Use Map– TIME CERTAIN 7:00 P.M.

- Mayor Bruner opened the Public Hearing at 7:00 P.M.
- Introduction by Carolyn Meredith, Public Works Director
- Comments from Council Members
- Public Comments:
 - Melissa Gonzales
 - Helen Besse
 - Lisa Versaci
 - Public Works Committee will be researching Atlas-14
- Staff directed to cancel the two Public Hearings scheduled for June, to be rescheduled later in the summer after the Zoning Commission, Committees and the residents have provided additional input on the Comprehensive Plan:
 - Committee meetings, examining relevant sections of the Plan that correspond to the various Standing Committees
 - Community meetings and resident input
- Additional Public Comments:
 - Melissa Gonzales
 - Karen Medicus
 - Lisa Versaci
- Mayor Bruner closed the Public Hearing at 7:45 P.M.

11. Consider and act on approval of the following staffing items:

- A. **Organizational Chart and Administration Department Restructuring**
- B. **Community Coordinator – New Position**
- C. **Code/Trail Enforcement Officer – New Part-time Position**
- D. **Ordinance Amending the FY 2022 Budget (Budget Amendment #11)**

Council Member Johnson made a motion to move into Executive Session under Section 551.074 of the Local Government Code, seconded by Council Member Reetz.

Convened into Executive Session at 7:46 P.M.

City Council reconvened into Open Session at 8:30 P.M. Brief introduction to the item by staff and comments from the Mayor and Council Members.

Council Member Rosengarten made a motion to approve the organizational chart, restructuring the administration department, the community coordinator position, inverting the business items at the forefront of job description, the Trail/Community Resource Officer position, and an Ordinance amending the FY 2022 Budget – Budget Amendment #10. Council Member Litchfield seconded the motion.

Citizen Comment from Melissa Gonzales.

All voted in favor and the motion carried.

12. 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)

- A. Sylvia Carrillo introduced the agenda item
- B. Comments from Council Members, addressing certain sections of the proposed regulations
 - o Staff made edits
- C. Citizen Comments:
 - o Melissa Gonzales
 - o Sharon Drinkwine
 - o Lisa Versaci

Council Member Johnson made a motion to extend the meeting one hour, seconded by Mayor Pro tem Carmona. All voted in favor and the motion carried.

Staff was directed to bring back the regulations at the next Council meeting with the inspection list defined, and other changes discussed by Council Members.

13. Adjourn

Council Member Litchfield made a motion to adjourn, seconded by Mayor Pro tem Carmona. All voted in favor and the meeting adjourned at 9:37 P.M.



**MINUTES OF A WORK SESSION
OF THE CITY COUNCIL
OF THE CITY OF SUNSET VALLEY, TEXAS
TUESDAY, MAY 17, 2022
5:00 P.M. - 6:00 P.M.**

COUNCIL MEMBERS PRESENT

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

STAFF PRESENT

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

1. Call to order of the City Council

Mayor Bruner called the Work Session to order at 5:02 P.M.

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

- Helen Besse
- Melissa Gonzales

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

- Can the City sell public property without a vote of the residents?

Overview of the issue of the sale of public property by Paige Saenz, attorney for the City.

City Council discussed the sale of public property.

Mayor Pro tem Carmona inquired about the process for the City purchasing property.

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

Mayor will work with staff to bring back potential strategies to addressing the issues surrounding the sale of public property and transparency in the coming months.

Future Work Session Agenda Topics were discussed by the Council.

Council Member Reetz suggested the Council meet at Doc's Backyard and do a walk-through of the Upper Cougar Creek area.

Mayor Pro tem Carmona suggested the Council discuss emergency operation procedures, including fire and flood protection.

Council Member Johnson suggested a work session on the homeless encampment near Westgate.

5. **Adjourn**

Mayor Bruner adjourned the work session at 5:59 P.M.

DRAFT

CITY COUNCIL MEETING DATE: JUNE 7, 2022



CITY COUNCIL AGENDA ITEM #7

STAFF PREPARER/CONTACT INFORMATION: Matt Lingafelter, Asst. City Administrator
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 JDRF to hold their One Walk Event at 3200 Jones Road on October 30, 2022.

BACKGROUND: This is a request from the Juvenile Diabetes Research Foundation (JDRF) to host their annual One Walk event at the Toney Burger Center. In past years JDRF has coordinated with Public Safety and other city staff to ensure a smooth and safe event. The organization has also completed an application for a Hotel Occupancy Tax Fund grant in the amount of \$15,000 (FY 2023). JDRF projects the One Walk event will bring over 5,000 visitors to Sunset Valley.

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, with the condition that JDRF coordinate with Public Safety and other city officials for their event operation plan.

SUPPORTING MATERIALS PROVIDED: YES

- Permit Application
- Event Packet

**CITY OF SUNSET VALLEY, TEXAS
TEMPORARY SPECIAL USE PERMIT APPLICATION**

Name of Applicant: _____

Phone: _____ Email Address: _____

Mailing Address: _____

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 _____ To _____
(Must not exceed thirty (30) days)

Site Location/Address: _____

Describe Special Use Requested: _____

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: _____

_____	<i>Sarah Mason-Fagg</i>	_____
Date	Applicant Signature	Applicant Printed Name

Permit Fee: _____	_____	_____
Amount Paid	Date Paid	Receipt Number

Join us for the 2022 Austin One Walk

JDRF **ONE WALK**
FOR A WORLD WITHOUT TYPE 1 DIABETES **T1D**



Sunday, October 30, 2022 | Tony Berger Stadium

JDRF One Walk Austin Sponsorship Opportunities



Presenting Sponsor

\$50,000

- Full promotional overlay rights as One Walk Presenting Sponsor, including digital, website and newsletter.
- 30 second commercial/promotional video to be shown on all social media outlets
- Recognition in One Walk campaign press releases, media, and promotional materials (digital and print)
- Newsletter Company Spotlight
- Business link on JDRF Chapter website
- Walk day recognition including opportunity for company representative to speak during stage presentation.

V1P Sponsor

\$15,000

- V1P's are individual fundraisers who raised \$1,000+ for the JDRF One Walk. On Walk Day, The V1P Tent shows appreciation and recognizes individuals driving and achieving fundraising success at an elevated level. V1Ps are provided V1P badge and lanyard, T1D identifiers, and special refreshments and activities.
- Logo recognition: V1P Tent, JDRF Chapter & One Walk websites, JDRF V1P shirts
- Marketing Activations: Print, Social: Facebook/Instagram social posts as V1P Sponsor.

New Families Sponsor

\$10,000

- On Walk Day, the New Families Tent provides an area for families attending their first JDRF Walk to meet local JDRF volunteers, staff and other T1D families to make peer-to-peer connections. In addition to distribution of new family identifiers, families have an opportunity to engage in activities and opportunities to expand their network and relationships within the T1D community.
- Logo recognition: New Family Tent, JDRF Chapter & One Walk websites, JDRF V1P shirts.
- Marketing Activations: Print, Social: Facebook/Instagram social posts as New Family Sponsor.

Social Media Sponsor

\$10,000

- Company logo exclusive on chapter Facebook/Instagram page for One Walk social media promotions to include:
 - Why I Walk Wednesdays
 - Team Week
 - Walk Day social media posts

Family Fun Zone Sponsor

\$10,000

- Family Fun Zone is a dedicated area for families and kids to do activities, play and most importantly have FUN!
- Corporate branded Family Fun Zone at the JDRF One Walk.
- Sponsor has the option to provide promotional materials/samples at provided table.
- Logo recognition: Team Village, JDRF Chapter & One Walk websites, JDRF V1P shirts
- Marketing Activations: Facebook/Instagram post recognizing Family Fun Zone Sponsor



JDRF One Walk Austin Sponsorship Opportunities



Team Village Sponsor

\$5,000

- On Walk Day, Team Village provides an area designated for highest fundraising teams (corporate and family), national teams and sponsors. Teams decorate their tents, display team tent signs, and are recognized from the stage for their achievements.
- Logo recognition: Team Village, JDRF Chapter & One Walk websites, JDRF VIP shirts
- Marketing Activations: Facebook/Instagram post recognizing Team Village Sponsor

Parking/Thank You Sponsor

\$5,000

- Company logo included on:
 - Parking and directional signage
 - 2,500 handmade JDRF Youth Ambassador “Thank you for walking with us” cards placed on parked vehicles at Walk.
 - Logo recognition: Parking/Thank You print, JDRF Chapter & One Walk websites, JDRF VIP shirts
 - Marketing Activations: Facebook/Instagram “Thank you for walking with us” post

Smiles of Hope Sponsor

\$5,000

- Company logo will be placed on the “Smiles of Hope” signs along Walk the route.
- Sponsor has the option to provide promotional materials/samples at provided table.
- Logo recognition: Team Village, JDRF Chapter & One Walk websites, JDRF VIP shirts
- Marketing Activations: Facebook/Instagram post recognizing Smiles of Hope Sponsor

Volunteer Sponsor

\$5,000

- Company logo on all volunteer communication, walk day volunteer signage, and route map.
- Logo recognition: Team Village, JDRF Chapter & One Walk websites, JDRF VIP shirts
- Marketing Activations: Facebook/Instagram post recognizing Volunteer Sponsor

One Walk Rally Sponsor

\$5,000

- Presenting sponsor of the JDRF One Walk Rally – This is our kick-off event for our walk teams and corporate partners.
- The sponsor has the option to provide marketing collateral to attendees and a speaking opportunity for company representatives.
- Logo recognition: One Walk Rally print, JDRF Chapter & One Walk websites, JDRF VIP shirts
- Marketing Activations: Facebook/Instagram post recognizing One Walk Rally Sponsor

T1D Hero Sponsor

\$3,500

- Logo recognition on T1D Identifiers. (Pictured to the right)
- Marketing Activations: Facebook/Instagram post recognizing T1D Hero Sponsor



Water Station Sponsor

\$3,500

- Logo recognition on water station signage and route map.
- Marketing Activations: Facebook/Instagram post recognizing Water Stations Sponsor

Walk Day Exhibitor Booth

\$1,000

- Exhibitor table with two chairs.
- Marketing Activations: Facebook/Instagram post recognizing exhibitors.



For more information please contact Sarah Mason-Fagg, Development Manager at (210) 382-7270 or smason-fagg@jdrf.org

JDRF One Walk Austin

Walk Information



JDRF One Walk Austin
Sunday, October 30, 2022
Tony Berger Stadium

About Walk

The JDRF One Walk is your chance to show the world that together, we can conquer type 1 diabetes (T1D). If you are living with T1D or love someone living with T1D, you will do just about anything to make life easier. Now you can be a part of the largest T1D event in the world, no matter where you are. This year, we will meet you where you are as you and your loved ones walk in your neighborhoods, local parks, and all over the metro area as we Walk for cures. Your One Walk will power research, enable advocacy, and fund support for the 1.6 million Americans living with T1D. By joining the JDRF One Walk, you will be part of the lasting footprint we will make for the T1D community now, and for generations to come.

About JDRF

JDRF is the largest funder of type 1 research in the world. While the organization funds more than \$150 million annually in promising and critical research around the globe, over \$25 million has been dedicated to research programs right here in Texas. Currently over \$8 million dollars is in the Texas T1D research pipeline. The mission of JDRF is to find a cure for type 1 diabetes through the support of research. Until the day when “TYPE ONE BECOMES TYPE NONE,” the organization is committed to helping people with the disease to live healthier lives with fewer complications.

About Type 1 Diabetes

JDRF is the world’s largest nonprofit funder of type 1 diabetes research and is leading the fight against type 1 diabetes (T1D). JDRF funds research, advocates for policies that accelerate access to new therapies, and provides a support network for millions of people around the world impacted by T1D. JDRF collaborates with a wide spectrum of partners and is the only organization with scientific resources, regulatory influence, and a working plan to bring life-changing therapies from the lab to the T1D community. JDRF is the organization that will turn #TypeOneIntoTypeNone.

JDRF One Walk Austin

Commitment Form

Sponsor Level

- | | |
|---|--|
| <input type="checkbox"/> Presenting Sponsor \$50,000 | <input type="checkbox"/> Smiles of Hope Sponsor \$5,000 |
| <input type="checkbox"/> VIP Sponsor \$15,000 | <input type="checkbox"/> Volunteer Sponsor \$5,000 |
| <input type="checkbox"/> New Family Sponsor \$10,000 | <input type="checkbox"/> One Walk Rally Sponsor \$5,000 |
| <input type="checkbox"/> Social Media Sponsor \$10,000 | <input type="checkbox"/> T1D Hero Sponsor \$3,500 |
| <input type="checkbox"/> Family Fun Zone Sponsor 10,000 | <input type="checkbox"/> Water Stations Sponsor \$3,500 |
| <input type="checkbox"/> Team Village Sponsor \$5,000 | <input type="checkbox"/> Walk Day Exhibitor Booth \$1,000 |
| <input type="checkbox"/> Parking/Thank You Sponsor \$5,000 | |

Sponsor Information

Company Name: _____
(as you would like it to appear in print)

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Signature: _____

Preferred method of payment:

- ☐ Bill me in the full amount of \$ _____
- ☐ I will send a check in the amount of \$ _____
- ☐ Enclosed is a check in the amount of \$ _____
- ☐ Please call me so that I can pay with a credit card
- ☐ I/We cannot participate as a sponsor this year, but would like to support diabetes research in the amount of \$ _____



Please return this form to:
Sarah Mason-Fagg
Phone: (210) 382-7270
Email: smason-fagg@jdrf.org



JDRF Southern Texas Chapter
1776 Yorktown, Suite 560
Houston, Texas 77056

CITY COUNCIL MEETING DATE: JUNE 7, 2022



CITY COUNCIL AGENDA ITEM #8

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

COUNCIL SPONSOR: Mayor Bruner/Administration

SUBJECT: CONTRACTS/RFP

DESCRIPTION: Consider and act on approval of the Request for Proposals for Information Technology Support Services

BACKGROUND: The City's current Comprehensive Service Level Agreement with UniVista expires at the end of the fiscal year, September 30, 2022. The City was scheduled to go out for RFP for IT Services in FY 19-20, but due to server upgrades, other projects, and then the COVID-19 pandemic, the RFP was put on hold.

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

FUNDING: No funding is necessary for this agenda item, however, the proposal and contract awarded will be funded from the FY 2023 Budget.

CURRENT YEAR FISCAL BUDGET				
ACCOUNT	BUDGET	ENCUMBERED	THIS ITEM	REMAINING
01-01-5343 IT Mgmt	\$50,000	\$0	\$0	\$26,969.74
PRIOR YEAR FISCAL BUDGET(S)				
BUDGET YEAR	ACCOUNT	AMOUNT	TOTAL	NOTES

STAFF RECOMMENDATION: APPROVE

SUPPORTING MATERIALS PROVIDED: YES

- IT SERVICES RFP #06072022
- CURRENT IT SERVICE AGREEMENT

Request for Proposal Information Technology Support Services



**SUNSET
VALLEY**

IT'S GOOD TO BE HERE

RFP#06072022

The City of Sunset Valley is accepting proposals for Information Technology Support Services. Interested vendors shall submit one (1) original and one (1) digital copy of their proposal response documentation to the City for consideration. **Proposals must be received by Friday, July 8, 2022 at 4:00 P.M.**

Copies of the RFP are available electronically at:

<https://www.sunsetvalley.org/government/public-notice-information/rfp-RFP>, or for pick up at the Sunset Valley Admin/Public Works Offices, 3203 Jones Road, Sunset Valley, during normal business hours 9:00 A.M. to 5:00 P.M., Monday-Friday.

GENERAL INSTRUCTIONS

1. Submit ONE (1) original and ONE (1) digital copy of the proposal in accordance with the terms and conditions of this RFP. Place the proposal in an envelope, and clearly print: **"IT SUPPORT SERVICES" RFP#06072022**
2. A complete and full proposal package will include all proposal response requirements as listed in section 4. SUBMISSION REQUIREMENTS.
3. Interested Vendors may schedule an on-site visit of facilities and system equipment, in accordance with section 8 ON SITE VISITS of this RFP. All visits must be scheduled in advance by contacting the City Point of Contact.
4. **SEND OR HAND DELIVER SEALED PROPOSAL PACKAGE/ENVELOPE TO:**

**City of Sunset Valley
Attn: City Secretary
3205 Jones Road
Sunset Valley, Texas 78745**

5. **POINT OF CONTACT:** Please direct all inquiries to the City Point of Contact, Matt Lingafelter at 512-892-1383 or mlingafelter@sunsetvalley.org.

REQUEST FOR PROPOSALS INFORMATION TECHNOLOGY SERVICES FOR THE CITY OF SUNSET VALLEY

1. INTRODUCTION

The City of Sunset Valley (CITY) is requesting proposals from qualified, professional technology vendors for Information Technology Support Services. The qualified vendor would provide necessary technical services, which would enable the City to:

- Protect and secure its technology facilities
- Ensure the efficient operation of its data processing networks and related computer systems within the City
- Provide quality IT service for departments defined in the enclosed schedules
- Minimize the spending and maximize the ROI for investment in technology

The ideal vendor will resolve computer system and network issues in accordance with standard and acceptable maintenance and support benchmarks. The successful vendor will be expected to organize Help Desk service calls efficiently and to ensure that there is no significant computer downtime: for Administrative/Public Works Offices during normal working hours, generally 8 AM to 5 PM, Monday through Friday, or for the Police Department which operates 24 hours, 7 days a week. The vendor is expected to report on the status of technology issues and communicate effectively with the City.

2. BACKGROUND INFORMATION

The City of Sunset Valley does not have an IT Department and is currently using an outside vendor service to provide system maintenance, remote and onsite customer support on an as needed basis. Information technology services are provided across three (3) locations and include essential and emergency response functions that require 24/7 service such as Police, Public Works and City Administration.

There are four (4) servers being utilized in the City's infrastructure. The servers have a variety of operational software and specifically familiarity with the Brazos, Incode, RMS and WatchGuard applications are preferred. Other detailed information about the specifications is available for review, as necessary.

There are 42 workstations in the departmental areas to be covered under the service and support agreement with the successful vendor. These PC's, including desktops, laptops, and MDCs (Police Department) are located in three different buildings all within the walking distance to each other. These PC's vary by manufacturer, aging, specifications, software, and service pack versions. Windows 10 is the prevalent operating systems used on the workstations. The City deploys Cisco and SonicWall as its prevalent firewalls.

3. SERVICES REQUIRED

This section summarizes the services to be provided to the City of Sunset Valley in this RFP. The City is looking for a maintenance and support program, designed to be understood as PREVENTIVE MAINTENANCE AND AS NEEDED SUPPORT, to accommodate computer system activities and user equipment performance. The City expects the vendor proposal to define, in detail, the approach to be used in the above categories. Distinction of time and material cost for these efforts are important to billing the City and future budget considerations.

A. Initial Assessment/Status of System Report

Review of the existing inventory, assessment of the system architecture and equipment for efficiency, life expectancy, capacity, speed, and current process and make recommendations for improving routine support criteria and eliminating emergency maintenance situations. A report of this initial assessment shall be submitted on or before December 31, 2022. An annual system status report shall follow each May 1st as long as the contract is in force. This is to allow for necessary budget planning for the upcoming year.

B. Workstation Application and Remote Support

Performance of basic support functions as requested, including the installation of PC's, laptop, PDA's, printers, peripherals, and office software, diagnosis and correction of desktop application problems, configuring of PC's and laptops for standard applications; identification and correction of user hardware problems, with advanced troubleshooting as needed; and implementation of HELP Desk procedures under policy constraints of the successful vendor.

Occasionally staff will work from home on city-owned laptops. Staff will need support with VPN, accessing the server and any appropriate software while they are remote.

C. Server and Workstation Administrative Services

Management of networks and computer systems, including complex applications, databases, messaging, services and associated hardware, software, communications, and operating systems, necessary for performance, security, reliability and recoverability of the systems.

Scheduling of preventive maintenance for equipment in the areas of coverage is properly and promptly performed; maintenance of records for help desk ticketed for both on site visits and telephone support is available; development of operations and quality assurance for backup plans and procedures are being followed.

Configuration management, including changes, upgrades, patches, etc. is maintained; management of user login's and password security is documented; and support of software products relating to services and workstations; timely response to repair and maintenance work for the user.

D. Network Administration Services

Maintenance and support of network equipment, including switches, firewalls, routers, and other security devices is included.

Installation and maintenance of printers, scanners, network devices et al; analysis, routine configuration changes, and installation of patches and upgrades; minor cabling if needed; alert notification in case of failure of equipment.

Proactive monitoring of network equipment, including performance indicators to report on threshold limitations; network performance and capacity management services; continuous troubleshooting re required.

Maintenance of network documentation for daily, weekly, and monthly services is required.

E. Email, Security and Backup Efforts

Maintenance of City email accounts using the City domain, adding, changing, and/or deleting accounts as requested; maintenance of virus detection programs on the City services and user computes and laptops; performance of periodic security audit, including notification of suspected breaches of security are required.

Configuration of the City systems to enable remote access in a secure environment, with provisions for remote access administration, as requested is required.

Requirements for a data backup policy, with procedures in place to handle daily, weekly, and monthly back up of the computer, data and information, email and the like; program to restore systems and data if servers and/or computers go down are required.

F. CJIS Certification

The Sunset Valley Police Department, as a local law enforcement agency, is required to be compliant with the FBI's Criminal Justice Information Services Division (CJIS). Government entities that access or manage sensitive information from the US Justice Department need to ensure that their processes and systems comply with CJIS policies for wireless networking, data encryption, and remote access, especially since phishing, malware, and hacked VPNs or credentials are the most common attack vectors used to hack into government networks.

The CJIS compliance requirements help proactively defend against these attack methods and protect national security (and citizens) from cyber threats. Any potential IT vendor for the City must have CJIS certification in order to perform IT services for the Police Department.

G. Planning

Engineering, planning and design services for major system enhancements and/or upgrades to existing system; recommendations for future purchasing and technology needs, when requested or necessary.

H. Reports

In addition to the annual report, the vendor shall submit a service report on a monthly basis, summarizing services performed and IT policy issues. The vendor must be available to meet with the City IT Coordinator, the City Administrator or the City Council, as requested, to review reports and discuss issues.

I. Not Included.

The contract to be awarded does not obligate the City to purchase computer equipment, hardware devices, cabling, licenses, software et al from the successful vendor. Replacement parts are not part of this contract.

4. SUBMISSION REQUIREMENTS

Vendors wishing to be considered in the selection process must submit one (1) original one (1) electronic copy no later than 4:00 P.M., local time, July 8, 2022. The complete proposal package shall be delivered with the words "IT SUPPORT SERVICES" RFP# 06072022 clearly printed.

This RFP is available on line at www.sunsetvalley.org and available for pick up at Sunset Valley City Admin/Public Works Offices, 3203 Jones Road, Sunset Valley, TX 78745, Monday through Friday during working hours (9AM-5PM). The City will neither pay for the cost to mail or deliver this RFP to interested vendors, nor cost to receive delivery from interested vendors.

The City is requesting that the proposal submitted address the subjects with specificity. The evaluators are looking for content, organized effort, and solution-oriented procedures. The goal is a secure, smooth operating, efficient process, and effective information technology system. Due to the nature of this proposal, it is requested that each proposal be complete and to the point. Each proposal shall provide the following information:

A. Letter of Transmittal

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

1. Legal company name, address, telephone number(s), and website
2. Name, title, email address and telephone number of the person(s) to contact and who are authorized to represent the firm and to whom correspondence should be directed.
3. Complete a W-9 that includes Federal taxpayer identification numbers of the firm.
4. A brief statement of your understanding of the services to be performed and make a positive commitment to provide services as specified.
5. The letter must be signed by an officer of the firm or person authorized to bind the vendor to the proposal and cost schedule.
6. A statement indicating that the proposal and cost of service schedule will be valid and binding for sixty (60) days following the proposal date due to allow for the negotiated contract with the City to begin on October 1, 2022.

B. Company Profile

Provide a short profile of the firm including at a minimum:

1. Length of time in business.
2. Length of time in providing proposed services
3. Number of clients
4. Number of clients in the public sector
5. Number of full time employees and area of involvement; Technical support, Programming, Consulting, Sales Support, Administrative Support
6. Location of office to service the account
7. Historically Underutilized Business (HUB) statements, if applicable

C. Proposal

1. Description of the approach the firm will use in providing the services requested.
Description of how the firm is positioned to provide the services requested, with a history of experience on providing similar services.
2. Name, title, address and telephone number of five (5) references for clients, whom similar services have been (are being) provided, including basic information referencing the actual services performed, number of users, and length of tenure.
3. Naming of staff resources, with identification of principals and key personnel,
 - a. who are available to provide the services;
 - b. experience and expertise of staff, to include industry certifications;
 - c. local availability of staff is an important consideration;
 - d. roles and responsibilities that each staff member will have;
 - e. CJIS certified staff members and experience.
4. Support services questions to be addresses:
 - a. Help Desk description
 - b. Support availability (days of week and time)
 - c. Toll free number
 - d. Structure of charges for support
 - e. Steps for resolving problem escalation
 - f. Final authority regarding conflicts
 - g. Response time and goal for resolving problems
5. Proposal summary, including why the firm is pursuing the work and how it is uniquely qualified to perform the services.

D. Draft Contract Language

The vendor shall submit a draft contract.

E. Cost of Services

The City is requesting that the vendor submit a fee schedule for a 12 month period, with an option to renew for up to three (3) additional 12 month periods. The fee schedule should include the monthly fixed fee and rates for services not included under the fixed fee monthly rate.

Vendors must list, specifically, any service which would NOT be covered in the proposal price, but may be elected by the City. The vendor shall indicate the impact, if any, of changes in the City's IT infrastructure (number of servers and PC's) on the fixed fee.

Identify the following for those services not under the fixed fee:

1. A fee schedule containing the vendor hourly rates
2. A description of how services will be billed
3. A description and fee schedule for after hours and emergency support
4. A description and fee schedule of any additional charges, such as out of pocket for expenses for travel

F. 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.

G. Required Attachments and Certifications

The following attachments to this RFP are required to be submitted with your proposal. Attachments listed below are not considered a part of the ten (10) total pages requested.

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

5. EVALUATION CRITERIA and SELECTION PROCESS

A selection committee will review the vendors' qualifications. The City will not release the names of evaluation committee members and 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:

1. Responsiveness to the RFP (5 points)
2. Approach and Methodology (25 points)
3. Experience and References (25 points)
4. Cost Effectiveness and Pricing (25 points)
5. Support Services and Staffing (10 points)
6. CJIS Compliance and Certification (10 points)
7. BONUS – Experience with and/or vetted by Travis County Dispatch Services (10 points)

The award of contract will be made to the firm, whose proposal receives a recommendation of the selection committee and 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:

Issue RFP: June 8, 2022

Deadline for Written Questions: June 24th by 5:00 P.M.

Proposals Due: July 8th at 4:00 P.M.

City Council Review and Potential Award: July 19, 2022

Start of Contract: October 1, 2022

6. LATE PROPOSALS.

Proposals received after the designated time will not be considered in the selection process and will be retained unopened. Complete proposals are due July 8, 2022 at 4:00 P.M.

7. QUESTIONS AND ADDENDUMS TO THE RFP.

Bidders having questions concerning specifications to this RFP should submit them in writing to the attention of the City Point of Contact. Questions should be submitted not later close of business, 5:00 PM, Friday, June 24, 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.

8. ON SITE VISIT.

All prospective vendors may schedule an on-site visit to review facilities and equipment. Visits must be scheduled in advance of arrival; please no drop in. Appointments can be scheduled Monday-Friday during normal business hours 9:00 A.M. to 5:00 P.M., beginning June 13, 2022 to July 1, 2022. To schedule a visit, email or call the Point of Contact.

9. 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.

ATTACHMENT A GENERAL CONDITIONS

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. CONTRACT AMENDMENTS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The CITY will make all change orders to the contract in writing.

C. DRUG FREE WORKPLACE.

It is the policy of the City of Sunset Valley to maintain a drug-free work place. 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 E**, and submit with this proposal for consideration.

D. ETHICS/CONFLICTS OF INTEREST STATEMENT.

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 D-1 and D-2**.

E. FUNDING.

Funds for payment are provided through the CITY budget. Funding is approved by the CITY Council for this fiscal year. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipation orders or other obligations that may arise past the end of the current CITY fiscal year shall be subject to budget approval.

F. 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, agents 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.

G. HOLIDAYS AND HOURS OF WORK.

No work shall be allowed on designated City holidays, unless specific prior arrangements have been made. Work will be normally performed during normal business hours, Monday-Friday 8:00 A.M. to 5:00 P.M. Work to restore critical operations may be performed at anytime and on any day.

H. INSURANCE.

The CONTRACTOR responsible for services performed 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. The CONTRACTOR insurance requirements are identified in **Attachment F**.

I. NON DISCRIMINATION

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. CONTRACTOR must complete **Attachment C** and submit with proposal.

K. SILENCE OF SPECIFICATION.

The apparent silence of specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

L. TERMINATION OF CONTRACT.

Contracts resulting from this proposal shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. CONTRACTOR must state the reason(s) for such cancellation. The CITY reserves the right to award cancelled contracts to the next lowest and best bidder as it deems to be in the best interest of the CITY.

M. TERMINATION FOR DEFAULT.

The CITY reserves the right to enforce the performance of contracts in any manner prescribed by law or deemed to be in the best interest of the CITY in the event of breach or default of any contract resulting from this proposal. The CITY reserves the right to terminate the contract immediately in the event the successful bidder fails to:

- Meet schedules
- Otherwise perform in accordance with these specifications

Breach of contract or default authorizes the CITY to exercise any or all of the following rights:

- The CITY may take possession of the assigned premises and any fees accrued or becoming due to date;
- The CITY may take possession of all goods, fixtures and materials of CONTRACTOR and may foreclose its lien against such personal property, applying the proceeds toward fees due or therein after becoming due;

In the event the CONTRACTOR fails to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the CITY shall give the CONTRACTOR written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the CITY within two (2) working days of receipt of such notice by the CONTRACTOR, default will be declared and all the CONTRACTOR's rights shall terminate.

Bidder is submitting this proposal agrees that the CITY shall not be liable to prosecution for damages in the event that the CITY declares the CONTRACTOR in default.

ATTACHMENT C
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 D
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 D-2.
5. Affiant has personally read Exhibit D-1 and D-2 to this Affidavit.
6. Affiant 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.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on ____, 20__.

Notary Public, State of _____

Typed or printed name of notary

My commission expires:_____

ATTACHMENT D-1

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 D-2
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
Council Member	Robert Johnson
Council Member	Justin Litchfield
Council Member	Wanda Reetz
Council Member	Rudi Rosengarten
City Administrator	Sylvia Carrillo
Assistant City Administrator	Matt Lingafelter
Lieutenant, Police Department	Tyler Early

ATTACHMENT E

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) of this Attachment.
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 F 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



PO Box 218
Cedar Park, TX 78630
Phone: 512-832-6209
Fax: 866-523-5476

Univista Comprehensive Service Level Agreement

City of Sunset Valley ("THE CUSTOMER") accepts the following terms and conditions with respect to technical services provided by UNIVISTA, LLC. ("UNIVISTA") to assist THE CUSTOMER in the support of technology, products, services, and support systems developed by UNIVISTA, THE CUSTOMER, or a third party. This agreement is in effect for **FIVE MONTHS** from **5/1/22** and supersedes any agreement now in effect between THE CUSTOMER and UNIVISTA.

1. SCOPE OF WORK

This agreement provides complete support to your organization through the following services:

- **Complete support** for **42** Workstation, **0** VIP Workstation, **4** Servers, **15** Supported Cisco & SonicWALL Firewalls and Network Switches, Synology Storage Arrays, and all Software installed on these systems.
- **A Univista support team consisting of a vCIO, Standards Alignment, and Support Desk Personnel will be assigned to your account.**
- At least **one scheduled onsite visit every one month** by a member of your **UniVista** support team.
- **Regularly scheduled IT Strategy Planning & Budgeting**, network, and system security analysis.
- **IT Inventory Management** including warranty tracking for monitored systems, annual Microsoft license audit, and product procurement.
- **Help Desk Support** including Remote and On-Site Support as needed.
- **24x7 After Hours Support** for Business Stopping Issues.
- **1hr maximum response** to all business-stopping emergency issues. On-site response within 4 business hours if the issue cannot be resolved remotely.
- **Active Directory Maintenance and Management.**
- **Corporate Email Server Management and Support**, including supported versions of hosted Microsoft Exchange, Microsoft 365, MS Outlook, and mobile device connectivity to hosted Exchange and Microsoft 365.
- **Enrollment in the UniVista Cybersecurity suite** which includes Antivirus, Ransomware prevention, Content filtering, Spam Filtering, and CyberSecurity training for users of all covered desktops or laptops.
- **VPN Implementation and Management** for all monitored servers and VPN clients that are running a UniVista supported Antivirus client.
- **SharePoint Management**, top level site permissions management, and client connectivity support for any Microsoft 365 subscription that is procured through UniVista.
- ~~Up to 2 weeks **Off-site Backup** for all monitored servers up to **100** GB in total size including one week of disaster recovery run time. Daily Monitoring, maintenance, and backup integrity testing.~~
- Up to 2 weeks of **Local Backup**, or the maximum number of backups that are functionally allowed by the capacity of local backup storage, for all covered VIP workstations. Daily Monitoring and weekly maintenance of backup jobs, including weekly backup integrity testing.
- **24x7 Monitoring** of supported Servers, Switches, Firewalls, and Access Points.
- **Patch Management** for all covered servers and workstations for all currently supported versions of the following applications: Windows OS, Adobe Flash, Reader, & Shockwave, iTunes, Google Chrome, Oracle Java, PDF Creator, 7-Zip, Mozilla Firefox & Thunderbird, Notepad++, VLC Media Player, Microsoft Office.
- **Network Security and Performance Analysis & Management.** Including Optimization of existing infrastructure.
- **Access to the UniVista Library of policies and procedures.**
- **Emergency Loan** of one SonicWALL or Cisco firewall or switch at a supported customer site.
- **Monthly IT Health Reports.**
- **\$125.00 per hour** preferred rate for any tasks performed that are not within this scope of work.

2. PRICING

Monthly Pricing: \$ \$4740.00 + any applicable sales tax - Price is based on the current supported infrastructure and will be reviewed after one year or if CUSTOMER's inventory of supported virtual servers, desktops, or laptops has changed more than 10 devices or 30%, whichever is less.

3. SERVICE GUARANTEE

- a. UNIVISTA will make every effort to respond to THE CUSTOMER in a timely manner and will begin working on THE CUSTOMER'S issue that are reported to the Univista Help Desk within the guidelines of this agreement.
- b. UNIVISTA will update THE CUSTOMER with any ticket status changes as they occur.
- c. UNIVISTA will make every effort to meet THE CUSTOMER's stated goals to the best of its ability within the timeframe specified by the customer.
- d. UNIVISTA will always treat every CUSTOMER issue with the same care and urgency that it would use to treat its own issues.
- e. UNIVISTA will always act in the best interest of THE CUSTOMER.
- f. UNIVISTA is not responsible for the proactive maintenance of any device or system owned or used by the CUSTOMER not covered under this agreement.

4. CUSTOMER SUPPORT INFO

- a. Primary Support Site:

Admin/Public Works Building 3203 Jones Road, Sunset Valley, TX 78745

- b. Additional Support Site:

Police Departments, 3207 Jones Road, Sunset Valley, TX 78745

5. CUSTOMER REPRESENTATIVES

UNIVISTA agrees that one of THE CUSTOMER'S designated representatives must approve all services prior to the start of service. THE CUSTOMER has designated the following individuals as its representatives with UNIVISTA.

- | | | | |
|----|------------------|-------------------------------|--------------|
| a. | Sylvia Carrillo | scarrillo@sunsetvalley.org | 512-892-1383 |
| | (Name) | (E-mail address) | (Phone#) |
| b. | Matt Lingafelter | mlingafelter@sunsetvalley.org | 512-892-1383 |
| | (Name) | (E-mail address) | (Phone#) |

6. CUSTOMER BILLING INFO

- a. Lori Comstock
(Billing Contact Name)
- Accountspayable@sunsetvalley.org
(E-mail address)
- 512-892-1383
(Phone#)
- b. Customer Billing Address: City of Sunset Valley, 3205 Jones Road, Sunset Valley, TX 78745
- c. Billing E-mail address for all invoices: accountspayable@sunsetvalley.org
(E-mail address)
- d. Default Payment method: Credit Card or Bank Account Enroll this account in invoice Autopay
Last 4# of default payment method (UNIVISTA will contact you to obtain complete account info)
- e. Sales Tax Eligibility: Non-Profit (Non-Profit docs needed) ☒ X For Profit Tax Exempt - Municipality

7. DEFINITIONS

- a. "Complete Support" shall mean Remote or On-Site services performed on behalf of THE CUSTOMER to maintain the current supported system(s), any current operating systems installed on these systems, and all legally acquired applications installed on these systems that are still supported by the manufacturer, at a status that is commensurate to the supported system's capabilities. "Complete Support" does not include:
 - i. Services necessary to implement purchased hardware or software upgrades or updates.
 - ii. The cost of any product necessary to maintain or improve the supported systems capabilities.
 - iii. Support for any 3rd party application that is not acquired from UniVista or does not include support from the manufacturer.
- b. "Remote Service" shall mean services performed on behalf of THE CUSTOMER by UNIVISTA from any UNIVISTA office.
- c. "On-Site Service" shall mean services performed on behalf of THE CUSTOMER by UNIVISTA at any location requested by a CUSTOMER REPRESENTATIVE as defined in this agreement.
- d. "Remote Service" shall mean services performed on behalf of THE CUSTOMER by UNIVISTA from any UNIVISTA office.
- e. "Services" shall mean the discrete technical support offerings consisting of technical administration services, programming services, consultation, tools, repair services, phone support or other support resources which may be provided to THE CUSTOMER by UNIVISTA.
- f. "Business Stopping issues" are defined as problems which halt productivity within the entire customer organization or problems that halt a customer process that has been identified as critical to the success of the customer.
- g. "Business Hours" are defined as Monday through Friday between 7am & 6pm. Any work beginning between 6pm & 7am the following day or during Saturday, Sunday or UniVista Holidays as defined on <http://www.univista.com/support/> are defined by UniVista as after-hours work.
- h. "Updates" shall mean free patches provided by the manufacturer to currently installed computer software which address bugs, improve stability, or modify existing features.
- i. "Upgrades" shall mean new version releases of computer software which may bundle updates with new features and functionality. Upgrades usually require coordinated backup and reinstallation of client- and server-side components, new licensing agreements with the manufacturer, and planning for file compatibility and user experience changes.

8. 3rd PARTY LICENSING

- a. UNIVISTA will notify THE CUSTOMER'S representative as specified in this agreement in writing when UNIVISTA finds that THE CUSTOMER is not in compliance with regards to 3rd party hardware or software licenses. UNIVISTA will then perform any installation or un-installation of software and hardware as directed by THE CUSTOMER'S representative to regain compliance.
- b. UNIVISTA is not responsible to act as a license compliance enforcer for any 3rd party manufacturer. It is THE CUSTOMER'S sole responsibility to maintain license compliance.

9. BILLING

- a. Terms are printed on the invoice and are subject to change without notice.
- b. Work performed after business hours that is not covered by this agreement will be subject to a \$100.00 surcharge.
- c. Any travel to a customer site 30 miles or greater from the UNIVISTA office will be billed hourly at 50% of THE CUSTOMER's current hourly rate.
- d. Notice of non-payment will always be delivered in writing to the current CUSTOMER BILLING REPRESENTATIVE with a statement of unpaid invoices owed by the CUSTOMER.
- e. Depending on THE CUSTOMER's payment history, any unpaid invoice more than 30 days past the due date printed on the invoice can place the customer account on CREDIT HOLD. CREDIT HOLD will only be removed when THE CUSTOMER delivers or electronically transmits payment to UNIVISTA. Depending on THE CUSTOMER's payment history, they also may also be required to pay a \$100.00 SUPPORT REINSTATEMENT FEE to resume normal support.

10. CONFIDENTIALITY

- a. THE CUSTOMER and UNIVISTA agree that any information disclosed by either party will be considered and referred to collectively in this Agreement as "Confidential Information." Confidential Information does not include information that:
 - i. Is now or subsequently becomes generally available to the public through no fault or breach on the part of THE CUSTOMER or UNIVISTA.
 - ii. THE CUSTOMER or UNIVISTA can demonstrate to have had rightfully in its possession prior to disclosure to by either party.
 - iii. Is independently developed by THE CUSTOMER or UNIVISTA without the use of any Confidential Information.

- iv. THE CUSTOMER or UNIVISTA rightfully obtains from a third party who has the right to transfer or disclose it.
- b. THE CUSTOMER and UNIVISTA will not disclose, publish, or disseminate Confidential Information to anyone other than those individuals who: (1) are employed at one of the sites described in this agreement or UNIVISTA, *and (2) have a legal right to the Confidential Information.*
- c. THE CUSTOMER and UNIVISTA agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information.
- d. THE CUSTOMER and UNIVISTA agree to accept Confidential Information for the sole purpose of activities as authorized by this Agreement.
- e. All Confidential Information remains the property of the originating party and no license or other rights, except for rights expressly granted by this Agreement, to Confidential Information is granted or implied hereby.
- f. THE CUSTOMER and UNIVISTA hereby acknowledge that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury that may be difficult to ascertain. Accordingly, THE CUSTOMER and UNIVISTA will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

11. BEST PRACTICES

- a. UNIVISTA CAN NOT BE HELD RESPONSIBLE FOR THE MISUSE OF ADMINISTRATIVE RIGHTS BY A CUSTOMER'S EMPLOYEE. THE COST OF REMEDIATION OF ANY SYSTEM MODIFIED, DAMAGED OR DELETED THROUGH SUCH MISUSE IS NOT COVERED BY THIS AGREEMENT.
- b. UNIVISTA CAN NOT GUARANTEE THE VIABILITY OF ANY BACKUPS STORED ON REMOVABLE MEDIA DUE TO THE POTENTIAL FALLABILITY OF THIS STORAGE TYPE.
- c. UNIVISTA CAN NOT RECOVER DATA THAT IS STORED WITHIN A SYSTEM, DATA VOLUME, DIRECTORY, OR DATABASE THAT IS NOT PROTECTED BY A BACKUP SYSTEM THAT IT APPROVES, MAINTAINS, ADMINISTARTES, AND TESTS ON A WEEKLY BASIS.
- d. UNIVISTA CAN NOT ADEQUATELY SECURE ANY NETWORK OR SYSTEM THAT DOES NOT ADHERE TO THE FOLLOWING BEST PRACTICES:
 - i. A COMPLEX PASSWORD SECURITY POLICY.
 - ii. DAILY SOFTWARE AND FIRMWARE UPDATES FOR ALL DESKTOPS, LAPTOPS, AND SERVERS.
 - iii. A BRING YOUR OWN DEVICE (BYOD) POLICY AND ACCEPTABLE USE POLICY THAT PROHIBITS THE USE OF UNPROTECTED OR UNPATCHED DEVICES ON THE NETWORK OR THROUGH A VIRTUAL PRIVATE NETWORK CONNECTION.
 - iv. INSTALLATION, MAINTENANCE, AND REGULAR UPDATES FOR ANTIVIRUS AND ANTIMALWARE APPLICATIONS ON ALL DESKTOPS AND LAPTOPS THAT CONECT TO THE NETWORK.
 THE COST OF REMEDIATION OF ANY ISSUE THAT IS CAUSED BY OR THROUGH ANY NETWORK OR SYSTEM THAT DOES NOT ADHERE TO THESE BEST PRACTICES IS NOT COVERED BY THIS AGREEMENT.
- e. 3RD PARTY APPLICATION SUPPORT:
 - i. UNIVISTA WILL ALWAYS DO ITS BEST TO HELP THE CUSTOMER PROVIDE THE BEST AND MOST STABLE ENVIRONMENT FOR THE CUSTOMER'S USERS AND APPLICTIONS HOWEVER IT IS THE CUSTOMER'S RESPONSIBILITY TO MAINTAIN THE ACCURACY AND INTEGRITY OF THE RECORDS AND DATA STORED WITHIN THESE APPLICATIONS.
 - ii. UNIVISTA CANNOT GUARANTEE THE BEST PERFORMANCE, OR RELIABILITY, OF ANY APPLICATION THAT IS NOT CURRENTLY SUPPORTED BY THE APPLICATION'S MAINTENANCE ORGANIZATION.
 - iii. UNIVISTA WILL ALWAYS WORK WITH ANY APPLICATION OR SYSTEM VENDOR ON BEHALF OF THE CUSTOMER HOWEVER IT IS THE CUSTOMER'S RESPONSIBILITY FOR THE COST OF ANY SUPPORT AGREEMENT FOR THE APPLICATION.

12. AGREEMENT TERM AND TERMINATION

- a. This Agreement will commence upon the effective date of this Agreement and shall continue for **SIX MONTHS** (the "Initial Term") unless this Agreement is terminated earlier in accordance with the terms of this Agreement.
- b. The continuation by the parties of this Agreement after the expiration of the Initial Term or a Renewal Term and without having entered into a written agreement or extension shall be construed as an implied extension of this Agreement for one (1) year periods, each a renewal term (the "Renewal Term").
- c. Either party can elect to continue this agreement for up to **SIX** one month terms. Each of these terms will be billed at a rate of \$5250.00 per month.

- d. Added services shall be coterminous with the Initial Term or Renewal Term of this agreement and shall be billed from the first day of the month added in accordance with the billing period.
- e. THE CUSTOMER or UNIVISTA may terminate this Agreement for any reason, upon thirty (60) days written notice to the agreements other named party.
- f. Any balance owed, including balances set forth in any addendum to this agreement, upon termination of this agreement is accelerated and is immediately payable to UNIVISTA by THE CUSTOMER.
- g. Upon termination of this Agreement for any reason, THE CUSTOMER and UNIVISTA shall immediately return all materials owned by the other party.
- h. UNIVISTA and THE CUSTOMER agree to resolve any disputes in accordance with BBB standards and rules of resolution. These rules can be found at <https://www.bbb.org/council/programs-services/dispute-handling-and-resolution/dispute-resolution-rules-and-brochures/rules-of-conditionally-binding-arbitration/>.

13. **WARRANTY**

UNIVISTA represents and warrants the Technical Services will conform to the DEFINITIONS AND SCOPE OF WORK as defined in this agreement or any addendum now in force. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, UNIVISTA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNIVISTA ASSUMES NO LIABILITY FOR THE LOSS OF ANY SOFTWARE OR TOOLS, NO LIABILITY FOR DAMAGES OR LOSSES, DIRECT OR CONSEQUENTIAL, WHICH MAY RESULT FROM THE USE, MISUSE OR ABUSE OF ANY SOFTWARE OR DEVICE EXCEPT FOR DAMAGES DIRECTLY CAUSED BY A UNIVISTA EMPLOYEE. UNIVISTA WILL REPAIR ANY DAMAGES CAUSED BY A UNIVISTA EMPLOYEE AT NO ADDITIONAL COST TO THE CUSTOMER.

DAMAGES FOR ANY LOSSES DIRECTLY CAUSED BY A UNIVISTA EMPLOYEE THAT ARE REPAIRED BY A 3RD PARTY SHALL NOT EXCEED THE REPLACEMENT COST OF ANY EQUIPMENT DAMAGED DIRECTLY BY SAID EMPLOYEE. DAMAGES TO CUSTOMER DATA DIRECTLY CAUSED BY A UNIVISTA EMPLOYEE THAT ARE REPAIRED BY A 3RD PARTY SHALL NOT EXCEED THE TOTAL UNIVISTA SERVICE AND CONTRACT BILLINGS FOR THE CUSTOMER DURING THE TERM OF THIS AGREEMENT.

14. **SIGNATURES**

Customer Representative

UniVista Representative

Printed Name

Sylvia Carrillo

Printed Name

Title

City Administrator

Title

Date

Date

COUNCIL MEETING DATE: JUNE 7TH, 2022



CITY COUNCIL AGENDA ITEM #9

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

Council Sponsor: Mayor Bruner, mbruner@sunsetvalley.org

SUBJECT: STEARNS LANE LIFT STATION

DESCRIPTION: Consider and act on denying all bids for the Stearns Lane Lift Station Rehabilitation project.

BACKGROUND: The City received bids for the Stearns Lane Lift Station Rehabilitation Project on April 28th. The bids received were nearly twice the anticipated cost of the project. Part of the reason for the increased cost was the current volatility with the supply chain and how that would impact future construction costs once the project was to commence. The engineers reviewed all bids and have recommended rejecting all bids at this time.

The Public Works Committee discussed this issue at their May 19th meeting. The committee made the following recommendation:

The committee recommended denying all bids. Safety and continuation of service will continue. There will be increased maintenance cost and possible reserve pump system that may be purchased. Staff will also pursue alternative methods to complete the project, including grinder pump replacement.

Melissa motioned, Randy M seconded. All in favor.

Once the bids have been rejected, staff will determine which parts of the project can be constructed through alternative means and which parts of the project will be self-performed. The Public Works Department is also proposing additional funds within the wastewater operations budget for 2022-2023 to create a management plan for the lift station and the entire wastewater system to maintain this infrastructure and prolong its lifespan.

FUNDING:

CURRENT YEAR FISCAL BUDGET							
FUND	DEPT.	ACCT.	BUDGET	FY 22 EXPENDITURES	THIS ITEM	REMAINING	
Stearns Lane Lift Station	30	7213	\$194,000	\$15,020	N/A	\$178,980	
PRIOR YEAR FISCAL BUDGET(S)							
BUDGET YEAR	FUND	DEPT.	DESC.	ACCOUNT	AMOUNT	TOTAL	NOTES

STAFF RECOMMENDATION: Deny Bids

SUPPORTING MATERIALS PROVIDED: LETTER FROM ENGINEERS

-

May 12, 2022

Carolyn Meredith
Public Works Director
City of Sunset Valley
3205 Jones Road
Sunset Valley, TX 78745

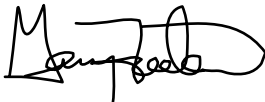
Re: Stearns Lane Lift Station Rehabilitation Project

Dear Ms. Meredith:

The bids for the City of Sunset Valley Stearns Lane Lift Station Rehabilitation Project were received and opened on April 28, 2022 at the City of Sunset Valley City Hall, by Gary Freeland, P.E. and witnessed by Dakota Burns and Carolyn Meredith. A total of four bid packages were received by the 2:00 p.m. deadline.

The bids received were more than double the anticipated costs due to highly irregular inflation, current supply chain issues, and erratic market conditions. Based on this information, we recommend the City of Sunset Valley reject all bids in anticipation of more stable market conditions in the future that may allow for more competitive bids. If you have any questions, please feel free to call me at (830) 377-4555.

Sincerely,



Gary Freeland, P.E.
Principal

COUNCIL MEETING DATE: JUNE 7, 2022



CITY COUNCIL AGENDA ITEM #10

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

COUNCIL SPONSOR: Council Member Rosengarten rosengarten@sunsetvalley.org

SUBJECT: ADMINISTRATION / BUDGET ADJUSTMENT

DESCRIPTION: Consider and act on approval of an Ordinance amending the FY 2022 Budget (Budget Amendment #12) for various departmental and repair and replacement expenses.

BACKGROUND: Budget and Finance Committee will review this item on 6/2/22 for possible recommendation to the Council. Because of the time sensitive nature of some of these items, it was decided to add this budget adjustment to the council agenda before the Budget & Finance Committee has given their approval; if not approved by the Budget and Finance Committee, the item will be tabled from the City Council agenda.

Here is an overview of the items on the agenda:

Revenue: \$3,051.92

- **Repair & Maintenance Vehicles:** At the beginning of 2022, PD had an incident that caused damage to one of their vehicles. Insurance covered the claim and paid out \$3051.92. The cost to repair the vehicles was an unexpected cost and has now caused the line to go overbudget. PD is asking to increase the budget for that line item by the revenue received from the insurance claim. This is an unbudgeted, unexpected item.

Total funding with Insurance recovery income: \$3,051.92

General Fund Reserves: \$14,100

- **Software Maintenance Fees:** The fees for our software this year are projected to exceed the budgeted amount (but are still within budget at the moment). In order to purchase software that was expected to come out of this line item (namely \$11,000 for a new Public Works Asset Management program), a budget adjustment will need to be approved. This is an unbudgeted item. **\$11,000**
- **Computer Equipment:** New computer and related equipment for the new Community Coordinator position approved at the 5/17/22 City Council meeting. This will be paid with Repair & Replacement funds. This is a new item for a position that was council approved. **\$3,100**

Total funding with General Fund reserves: \$14,100

Repair & Replacement: \$405,821

- Public Works Switch: In the Public Works building, there are wall ports that employees need to use to connect to the internet for computers, printers, postage machines, etc and not all of these wall ports are active. These are all controlled by a switch we have in the server room at Public Works that is maintained by our IT company, UniVista. The switch is currently full and we do not have enough active ports for all of the machines we need to use each day. UniVista has provided us with a quote to replace our current switch with an upgraded unit with more capacity. This will be paid with Repair & Replacement funds. **\$5,583**
- Motorola Radios:
 - PD requested new vehicle radios to be purchased from Motorola as a replacement for old radios. It was approved by council for purchase on 4/20/21, however, the radios and invoice arrived in May of 2022. The subsequent budget adjustment will now need to take place as the expense has now been realized. **\$122,238**
 - PD is also requesting new handheld radios as part of the replacement schedule in an amount not to exceed **\$112,000**. This will be paid with Repair & Replacement funds. This amount was provided to Budget and Finance as part of the backup information for Repair and Replacement in the Public Safety Budget. *(Council action required - Approval of the budget adjustment by Council will allow the purchase to move forward)*
- Equipment Acquisition:
 - PD is requesting new tasers to replace the old units that have reached their useful life in an amount not to exceed **\$36,000**. *(Council action required - Approval of the budget adjustment by Council will allow the purchase to move forward)*
 - The department is also requesting **\$18,000** for a new ATV to replace an existing ATV. This amount was provided to Budget and Finance as part of the backup information for Repair and Replacement in the Public Safety Budget. This will be paid with Repair & Replacement funds.
- Vehicle Acquisition: PD is requesting two new vehicles to replace two old units in an amount not to exceed **\$112,000**. This will be paid with Repair & Replacement funds. *(Council action required - Approval of the budget adjustment by Council will allow the purchase to move forward)*

Total funding with Repair & Replacement funds: \$405,821

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

FUNDING:

CURRENT YEAR FISCAL BUDGET											
FROM:						TO:					
Fun d	Dpt	Acct	Desc	Current Balance	Encum bered	Fun d	Dpt	Acct	Desc	This Item	Ending Budget
R&R			Repair & Replacemen t Reserves	\$551,576	\$83,34 7	GF	Admin	5770	Small Equipmen t Repair/ Purchase	\$5,583	\$6,533
GF			General Fund Reserves	\$8,488,68 3		GF	Admin	5782	Software Maint Fees	\$11,000	\$102,00 0
GF			General Fund Reserves	\$8,488,68 3		GF	Admin	556 0	Computer Equipmen t Acq.	\$3,100	\$44,327
R&R			Repair & Replacemen t Reserves	\$551,576	\$83,34 7	GF	PD	5613	800 mgh Radios	\$234,23 8	\$234,23 8
GF	Admin	4191	Insurance Recovery for Assets	\$5,389		GF	PD	5755	Repair & Maint. Vehicles	\$3,052	\$14,252
R&R			Repair & Replacemen t Reserves	\$551,576	\$83,34 7	GF	PD	562 5	Equipmen t Acquisitio n	\$54,000	\$63,000
R&R			Repair & Replacemen t Reserves	\$551,576	\$83,34 7	GF	PD	584 5	Vehicle Acquisitio n	\$112,000	\$112,000

STAFF RECOMMENDATION: Approval**SUPPORTING MATERIALS PROVIDED:** YES/NO:

- BUDGET ADJUSTMENT #12 FY22
- FY22 BUDGET ADJUSTMENTS HISTORICAL
- ORDINANCE

Budget Adjustment #12 FY22									
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Misc Expenses	
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Fund	Dpt	GL	GL Description	Adopted Budget	Proposed Increase	Amended Budget	Notes
01	01	5770	Small Equipment Repair/Purchase	950.00	5,583.42	6,533.42	Purchase and installation of new switch for PW Building
01	01	5782	Software Maintenance Fees	91,000.00	11,000.00	102,000.00	Requested Public Works Asset Management Software
01	01	5560	Computer Equipment/Software Acquisition	41,227.00	3,100.00	44,327.00	New computer for new Community Coordinator position
01	02	5613	800 mgh Operation and Maintenance	-	234,237.93	234,237.93	PD radios- purchase approved by council on 4/20/21 (\$122,237.93), plus additional requested radios (\$112,000)
01	02	5755	Repair & Maintenance - Vehicles	11,200.00	3,051.92	14,251.92	Increase due to cost of repairs from insured damage
01	02	5625	Equipment Acquisition	9,000.00	54,000.00	63,000.00	PD requested new tasers (\$36,000) and John Deere ATV (\$18,000)
01	02	5845	Vehicle Acquisition	-	112,000.00	112,000.00	PD requested two new vehicles (\$56,000 ea)
				153,327.00	422,973.27	576,350.27	

Funding	
1	2

Fund	Dpt	GL	GL Description	Current Balance	Proposed Funding	Ending Balance
01	01	4191	Insurance Recovery for Assets	5,388.60	3,051.92	2,336.68
01			General Fund Reserves	8,488,683.00	14,100.00	8,474,583.00
21			Repair & Replacement Reserves	551,575.88	405,821.35	145,754.53
				9,045,647.48	422,973.27	8,622,674.21

[illegible]

FY22 Budget Adjustments- Council Approved

#	Date Approved	Reason	Amount	Account String	Date Entered Into MIP
1	11/9/2021	Engineering Task Order	18,275.00	01-01-5330	1/26/2022
2	11/16/2021	Medical Insurance & HRA	26,957.84	see sheet	1/26/2022
3	11/16/2021	Surveillance Cameras	27,500.00	19-19-5625	1/26/2022
4	11/16/2021	CED Beautification	66,512.00	01-01-5310	1/26/2022
5	12/7/2021	Job Descriptions	12,667.00	see sheet	1/26/2022
6	3/8/2022	Various Items- Land, LDC	1,087,064.45	see sheet	4/7/2022
7	4/19/2022	Various Items- Attorney, CED	88,052.25	see sheet	4/21/2022
8	4/19/2022	City Hall Feasibility Study	10,000.00	01-01-5327	4/21/2022
9	5/17/2022	ArtFest	20,476.00	16-16-6551	5/18/2022
10	5/17/2022	City Hall Repairs	42,120.00	01-04-5740	5/18/2022
11	5/17/2022	Staffing Changes	57,764.02	see sheet	5/18/2022
12		Radios, SW Maint, Laptops, RM Vehicles	422,973.27	see sheet	

ORDINANCE NO. _____

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

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

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

Ordinance No. 210921 passed and approved on September 21, 2021, is hereby amended, to provide for the line-item adjustments and transfers set forth in Attachment A, Budget Amendment #12, attached hereto and incorporated herein. Except as specifically affected by the transfers and appropriations reflected on the attached Attachment A, the budget for Fiscal Year 2021-2022 as previously approved, shall remain in full force and effect.

PASSED AND APPROVED this 7TH DAY OF JUNE 2022.

Marc Bruner
Mayor

ATTEST:

Matt Lingafelter, City Secretary

CITY COUNCIL MEETING DATE: JUNE 7, 2022



CITY COUNCIL AGENDA ITEM #11

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

SUBJECT: MARKETING AND BRANDING

DESCRIPTION: Consider and act on approval of an amendment to the Statement of Work for the Canales and Co. contract. (Council Member Reetz/Administration)

BACKGROUND: At the February 21, 2022 City Council meeting, Council approved a contract with Canales and Co in the amount of \$86,525 to include brand placement, two additional street banner campaigns, and the creation of two radio campaigns. It did not include the media purchase of those campaigns. The City Administrator engaged Mindful Marketing in a discuss of managing the media purchase which was not included in the Canales contract. The amount for one media campaign was estimated at \$50,000. This amount would need to be drawn from the HOT fund, or from the General Fund reserve.

Since that time, Canales and Co has met with the CED committee and Arts Commission to discuss and ideate some branding deliverables, as well as the foundational aspects of the brand to include a brand book, and other similar deliverables. However, committees are anxious to get to work on other beautification items to include benches, street signs, gateway markers, and trail beautification. To this end, Councilmember Reetz and the City Administrator have met with Canales and Co and have discussed an amended contract that would deliver the following all *within the original budget amount*:

- 1 Additional street banner campaign
- Brand Book completion
- One-page executive summary of the brand pillars and explanation
- Remaining beautification efforts will include consultation and collaboration on the following predetermined Beautification Opportunity Zones:
 - Gateway and Boundary Markers: This consists of landscaping, murals, signage or other impactful ideas that mark the boundaries of our city and welcome people in.
 - Artistic Opportunities: These are places for art, sculpture, installations or murals that might be Instagram worthy, eventually becoming iconic visuals that represent our city.

- Brodie Opportunities: As our major connection point with non-residents it's also our greatest opportunity. Light poles, installations, signage and more are things we can combine.
 - Ernest Robles Markers: A secondary connection point, opportunities here include lights, banners, benches, sculptures and installation
 - Trailways: Mainly a residential touchpoint, but may be opportunities for natural, branded trail markers.
- As time and budget permits,
 - Upper Cougar Creek: Opportunities for drawing people in. Includes landscapes, entertainment, park, and walkability design.
 - The Uplands: Long-term opportunity for shopping, mix-use and restaurant(s)
 - Sunset Valley Marketfair: Long-term opportunity to elevate the shopping/retail experience in Sunset Valley comparable to Brodie Oaks.

FUNDING: No funding necessary for this item; the scope of work is changing but not the cost of the contract.

STAFF RECOMMENDATION: Amend the contract and scope of work as proposed.

SUPPORTING MATERIALS PROVIDED: YES

- ORIGINAL CONTRACT
- AMENDED SCOPE OF WORK



Statement of Work

- Change Order

Sunset Valley
2022 Phase 1 Scope v3.0
Prepared for Sylvia Carillo
5.31.2022



BACKGROUND

Over the past few weeks, it has become evident that there was some confusion regarding the initial SOW(s) signed and the corresponding activities and deliverables, namely in terms of whether there will be any paid media campaigns this year and the budget to pull them off. Canales & Co. has developed a holistic approach, rather than a timebox, to better inform council members to make decisions in the full context of the creative product. This **change order** acts as an amended scope of work that has little or no paid media required.

This document has been authored for the purposes of governing the activities, deliverables, assumptions, and payment milestones surrounding the engagement (hereby referred to in this document as Sunset Valley Brand Phase 1) between Canales & Co. and Sunset Valley. Upon execution, this document will act as the contractual commitment of project scope between these two parties and will fully govern the engagement throughout the course of any open deliverables. This scope's duration is from June 1, 2022 through September 28, 2022.

PROJECT FEE

The budget below represents the fixed fee for the deliverables and schedule outlined in this Statement of Work. We have provided up-to-date information on the current budget used and what remains for the deliverables outlined. Any changes to the list of deliverables or to the schedule could lead to a change in the costs outlined below and must be approved in writing by Client. Canales & Co. will provide a separate budget for any changes to the project scope with a Change Order.

Canales & Co. Staff Fee (Formerly Phase 1)	\$80,245.00
Phase 1 Budget Used to Date (5/25/22)	-\$8,619
Canales & Co. (Formerly Phase 2)	\$6,280
Phase 2 Budget Used to Date (5/25/22)	-\$8,235

Change Order - Combined. Staff Fee	\$86,525
Change Order - Remaining Budget	\$69,581

Budget Notes:

The following items, unless explicitly listed in this SOW as deliverables, are not included in the SOW fee amount listed above and are considered out of pocket expenses. All pre-approved out of pocket expenses incurred in the course of delivery of the services specified in this SOW will be billed to the Client at cost.

1. Licensing of any fonts, stock audio, music, photography or video.
2. Hardware purchases, software purchases or hosting services.
3. Third party research and/or testing costs.
4. Costs associated with delivery and monitoring of mass email (e.g., email blast software or services).
5. Online media fees.
6. Non-local travel associated with the deliverables. Client will pre-approve all non-local travel in writing prior to Canales & Co. purchasing non-refundable tickets.



OVERVIEW

In an effort to increase brand awareness within Sunset Valley and its visitors, Sunset Valley has engaged Canales & Co. to lead branding and creative efforts in 2022. Sunset Valley has engaged Canales & Co. to consult on beautification initiatives throughout the City of Sunset Valley.

Work covered in this statement of work and detailed below includes: City Branding Strategy Definition, Pole Banner Campaigns, and Beautification efforts outlined through opportunity zones. We have made indications below for the deliverables completed thus far: marked with an asterisk (*), italicized, and shown in green text.

SERVICES

Throughout the life of this agreement, the Canales & Co. team will execute against the following understood priorities:

City Branding Strategy Definition

Activities:

- *Canales & Co. to expand existing Brand Book to include articulation of the brand strategy in concise terms.
- *Concept and development of SV chamber brand pillar banners
- Canales & Co. to create public facing one-pager or similar short document to articulate the Sunset Valley Brand Strategy

Deliverables:

- *Brand Strategy Presentation to align defined strategy; up to one round of revisions
- *Updated Brand Book; up to two rounds of revisions
- One-Page Summary document in PDF format or similar; up to two rounds of revisions

Pole Banner Campaign Creative & Production Facilitation (Estimated \$19,200 for both campaigns)

Activities:

- *Canales & Co. to facilitate the production of the existing evergreen pole banner creative, this assumes no creative revisions are necessary to this deliverable
- Canales & Co. to design and facilitate the production of one additional pole banner creative for peak 2022 Holiday shopping season

Deliverables:

- *Production support for evergreen pole banners including assisting with key communication with vendor, press checks, QA.
- Creative presentation for one new creative campaigns inclusive of up to 12 banner art executions; up to two rounds of revisions
- Production support of pole banners for the holiday creative campaign including assisting with key communication with vendor, press checks, QA.

Beautification: (Estimated \$50,381 remaining budget for items in black)

- *Defining area of opportunities, and providing project approaches and recommendations for predefined zones
- *Consultation and collaboration on mini mural efforts and determining appropriate locations
- *Collaboration and design on SV Street Signs
- Remaining beautification efforts will include consultation and collaboration on the following predetermined Beautification Opportunity Zones:
 - Gateway and Boundary Markers: This consists of landscaping, murals, signage or other impactful ideas that mark the boundaries of our city and welcome people in.
 - Artistic Opportunities: These are places for art, sculpture, installations or murals that might be



- instagram worthy, eventually becoming iconic visuals that represent our city.
- Brodie Opportunities: As our major connection point with non-residents it's also our greatest opportunity. Light poles, installations, signage and more are things we can con
 - Ernest Robles Markers: A secondary connection point, opportunities here include lights, banners, benches, sculptures and installation
 - Trailways: Mainly a residential touchpoint, but may be opportunities for natural, branded trail markers.
 - Upper Cougar Creek: Opportunities for drawing people in. Includes landscapes, entertainment, park, and walkability design.
 - The Uplands: Long-term opportunity for shopping, mix-use and restaurant(s)
 - Sunset Valley Marketfair: Long-term opportunity to elevate the shopping/retail experience in Sunset Valley comparable to Brodie Oaks.

Canales & Co. will work closely with the CED committee to determine a priority of execution for the opportunity zones. Canales will use the remaining budget to address the opportunities in order of importance. Brand Manager to notify SV upon reaching 90% of budget to determine final deliverables.

Ongoing Brand Management & Creative Direction

Activities:

- Ongoing brand management and creative direction support to facilitate the initiatives outlined in this statement of work and consult with committees and city administration throughout term on minor topics and inquiries.
- Includes attendance of select key council meetings to present critical creative milestones or in the capacity of brand consultant up to once per month.
- Additional management, creative direction, or items outside of this statement of work will be outlined in a separate document and estimate on a case-by-case basis or billed at a blended rate of \$175/hour.

Notes/Assumptions:

- Client will provide feedback within 2 business days from receipt of work.
- Client will receive up to two rounds of revisions before final deliverable for each identified deliverable. This means Canales & Co. will implement up to two rounds of feedback, unless otherwise noted.
- If, at this time, deliverable acceptance has not been granted, in writing, a Canales & Co. team member will initiate a change order discussion with Client prior to continuing work on each deliverable.
- Changes to critical project stakeholders during the lifespan of the project may result in adjustments to the project schedule and budget estimate.

The Scope of work does not include:

- 3rd party rights, clearances, trademarks or permissions
- Sourcing for production
- Direct production and pass through of finances for any deliverable; e.g printing, installing, fabricating, painting or labor required by third-party to create final product. It is assumed the city will pay production vendors directly. Canales & Co. will assist in the facilitation of the production process including key communication with vendors, press checks, and QA.

Additionally, any deliverables or features not outlined in this Statement of Work would require a change order and may require additional budget and schedule.

Client Deliverables:

- 2-day turnarounds on approvals, unless otherwise noted
- Access to key constituents for meetings
- Artwork, flowcharts, strategy briefs and other relevant documents for review



- Single point of contact, to be defined prior to project kick off
- Specifications & quantities for pole banners
- Defined campaign briefing, strategy, and media plan/specifications

INVOICING

Invoicing for the Canales & Co. fee will occur according to following terms.

- **\$36,476.00** has been invoiced as of 5/25/22
- Monthly installments of **\$13,916.00** will continue to be sent with each invoice sent on or about the first day of each month and will end on September 28, 2022

Payment terms are net-30 days.

IN WITNESS WHEREOF, the parties have caused this Scope of Work to be executed by their authorized representatives.

Sunset Valley

Canales & Co.

By: _____

By: 05/31/22

Name: _____

Name: Vanessa Ellis

Title: _____

Title: Brand Manager



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COUNCIL MEETING DATE: FEBRUARY 1, 2022

CITY COUNCIL AGENDA ITEM #8

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

COUNCIL SPONSOR: Wanda Reetz, wreetz@sunsetvalley.org

SUBJECT: ADMINISTRATION / MARKETING/CONTRACTS

DESCRIPTION: Consider and act on approval of a professional services contract with Canales and Co to act as Creative Development Director for the City of Sunset Valley in an amount not to exceed \$86,525.

BACKGROUND: On December 7, 2021 Council approved staff work with Canales and Co and the City attorney to bring back a contract that would continue the relationship with Canales and Co to continue the brand efforts and assist in the development of a cohesive campaign where the efforts are more focused on brand recognition, hardscape, and beautification. A tentative agreement for a phased approach contract in the amount of \$114,500 **was** as follows:

- Phase 1: - Contract amount not to exceed (NTE) \$84,500 for creative management of the brand and its roll out and exploration into expanding the brand prior to media placement.
- Phase 2: Ideation/Concept of brand placement and future brand placement and beginning of media placement. (NTE \$30,000).

After discussion with the CED committee and Canales and Co, the proposed amount and phased approach has been modified slightly, due to immediate deliverables various committees would like to see moved forward in the process including beautification ideation and collaboration on benches, lighting, signs, art, and boundary delineation throughout Sunset Valley.

Phase 1: Contract amount in two (2) phases

- Immediate Deliverables: \$6,280
- Fixed Professional Services: \$80,245



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Phase 2: TBD (\$28,308): *Not included in the scope at this time.*

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

FUNDING:

CURRENT YEAR FISCAL BUDGET							
FUND	DEPT.	ACCT.	DESC.	BUDGET	ENCUMBERED	THIS ITEM	REMAINING
16-HOT Fund	16-HOT Fund	5500	Advertising/Public Notices	114,833	0	86,525	28,308
16-HOT Fund	16-HOT Fund	5500	Advertising/Public Notices	33,000	0	0	33,000
PRIOR YEAR FISCAL BUDGET(S)							
BUDGET YEAR	FUND	DEPT.	DESC.	ACCOUNT	AMOUNT	TOTAL BUDGETED	NOTES
2021	16-HOT	16-HOT	Advertising/Public Notices	5500	\$189,645	\$230,000	Unspent \$40,355 from prior Ampersand Marketing Contract. Estimated Fund Balance in HOT \$687,411 (Nov Financial Statements)

STAFF RECOMMENDATION: Staff recommends approval.

SUPPORTING MATERIALS PROVIDED: ☒ YES/NO:

- PRIOR COUNCIL ACTION

- CONTRACT
- STATEMENT OF WORK
- NOVEMBER FINANCIAL STATEMENT



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COMPLETED

Statement of Work

Sunset Valley
Beautification Initiative February & March Scope v2.0
Prepared for Sylvia Carillo
1.25.2022



BACKGROUND

This document has been authored for the purposes of governing the activities, deliverables, assumptions, timeline and payment milestones surrounding the engagement (hereby referred to in this document as Sunset Valley Brand Phase 1) between Canales & Co. and Sunset Valley. Upon execution, this document will act as the contractual commitment of project scope between these two parties and will fully govern the engagement throughout the course of any open deliverables.

OVERVIEW

Sunset Valley has engaged Canales & Co. to consult on beautification initiatives throughout the City of Sunset Valley. This statement of work retains Canales & Co.'s time through the months of February and March for creative consultation on these initiatives.

This scope is structured as a timeboxed retainer, so the initiatives below are based on priorities that have been communicated to Canales & Co. but may shift and be reprioritized based on need, to be defined on a week-by-week basis.

SERVICES

The understood priorities for February and March 2022 include:

- Consultation and collaboration on beautification efforts for Benches, Lighting, Signs, Art, Boundary Delineation throughout Sunset Valley.

As this SOW is concerned with covering a defined set of resources over an agreed period of time, the deliverables are:

Creative Director	24 hours
Designer	8 hours
Brand Manager	8 hours

Unused hours will not be refunded. Any unused hours can be rolled over to the next beautification scope, assumed for April/May 2022, or can be applied to the Brand and Campaign SOW with Canales & Co. If additional hours are required for this time period, Canales & Co. will communicate this in writing and will bill at a blended rate of \$175/hour.

Notes/Assumptions:

- Clear communication on priorities is paramount throughout the span of this engagement.
- A weekly status email will be required to outline work progress and agreement upon needs for the upcoming week. Canales & Co. will track burn against the allocated resources within this email.

Client Deliverables:

- 2-day turnarounds on approvals, unless otherwise noted
- Access to key constituents for meetings
- Artwork, flowcharts, strategy briefs and other relevant documents for review
- Single point of contact, to be defined prior to project kick off

PROJECT FEE

The budget below represents the fixed fee for the deliverables and schedule outlined in this Statement of Work. Any changes to the list of deliverables or to the schedule could lead to a change in the costs outlined below and



must be approved in writing by Client. Canales & Co. will provide a separate budget for any changes to the project scope with a Change Order.

Canales & Co. Staff Fee	\$6,280
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Budget Notes:

The following items, unless explicitly listed in this SOW as deliverables, are not included in the SOW fee amount listed above and are considered out of pocket expenses. All pre-approved out of pocket expenses incurred in the course of delivery of the services specified in this SOW will be billed to the Client at cost.

1. Licensing of any fonts, stock audio, music, photography or video.
2. Hardware purchases, software purchases or hosting services.
3. Third party research and/or testing costs.
4. Costs associated with delivery and monitoring of mass email (e.g., email blast software or services).
5. Online media fees.
6. Non-local travel associated with the deliverables. Client will pre-approve all non-local travel in writing prior to Canales & Co. purchasing non-refundable tickets.

INVOICING

Invoicing for the Canales & Co. fee will occur according to following terms.

- **\$3,140.00** invoiced upon receipt of signed Statement of Work; Net 5
- **\$3,140.00** invoiced on March 1, 2022; Net 30

IN WITNESS WHEREOF, the parties have caused this Scope of Work to be executed by their duly authorized representatives.

Sunset Valley

Canales & Co.

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Attachment B



AMEND AS NOTED

Statement of Work

Sunset Valley
2022 Phase 1 Scope v2.0
Prepared for Sylvia Carillo
1.25.2022



BACKGROUND

This document has been authored for the purposes of governing the activities, deliverables, assumptions, and payment milestones surrounding the engagement (hereby referred to in this document as Sunset Valley Brand Phase 1) between Canales & Co. and Sunset Valley. Upon execution, this document will act as the contractual commitment of project scope between these two parties and will fully govern the engagement throughout the course of any open deliverables. This scope's duration is from February 1, 2022 through December 31, 2022.

OVERVIEW

In an effort to increase brand awareness within Sunset Valley and its visitors, Sunset Valley has engaged Canales & Co. to lead branding and creative efforts in 2022. This statement of work is focused on the first phase of this engagement, which aims to launch the Sunset Valley brand into the public sphere in earnest.

Work covered in this statement of work and detailed below includes: City Branding Strategy Definition, Pole Banner Campaigns, two media campaigns, and ongoing Brand Management.

SERVICES

Throughout the life of this agreement, the Canales & Co. team will complete the following activities and provide the following deliverables:

City Branding Strategy Definition - ALL COMPLETED EXCEPT ONE PAGE SUMMARY

Activities:

- Canales & Co. to expand existing Brand Book to include articulation of the brand strategy in concise terms.
- Canales & Co. to create public facing one-pager or similar short document to articulate the Sunset Valley Brand Strategy

Deliverables:

- Brand Strategy Presentation to align defined strategy; up to one round of revisions
- Updated Brand Book; up to two rounds of revisions
- One-Page Summary document in PDF format or similar; up to two rounds of revisions

Pole Banner Campaign Creative & Production Facilitation -AMEND TO ONE ADDITIONAL POLE BANNER CAMPAIGN

Activities:

- Canales & Co. to facilitate the production of the existing evergreen pole banner creative, this assumes no creative revisions are necessary to this deliverable
- Canales & Co. to design and facilitate the production of two additional pole banner creatives for peak 2022 shopping seasons, assumed to be Back to School and Holiday

Deliverables:

- Production support for evergreen pole banners including assisting with key communication with vendor, press checks, QA.
- Creative presentation for two new creative campaigns inclusive of up to six banner art executions per campaign; up to two rounds of revisions
- Production support of pole banners for the two new creative campaigns including assisting with key communication with vendor, press checks, QA.

Campaign #1 Creative Direction and Creative Execution -AMEND TO REMOVE

Activities:

- Campaign creative direction
- Creative development to specifications based on media plan provided by client or client-managed media team

Deliverables:

- Campaign creative direction approach presentation, up to 2 rounds of review



- Creative execution, up to 2 rounds of review
 - As the media plan has not been defined, we are assuming 2 :15s radio scripts, and up to 8 paid social units. Significant deviations from this plan may result in a change order.
 - This SOW covers creative development only. For any units that require content production (e.g. radio spots, print production), a separate production estimate will be developed.

Campaign #2 Creative Direction and Creative Execution **AMEND TO REMOVE**

Activities:

- Campaign creative direction
- Creative development to specifications based on media plan provided by client or client-managed media team

Deliverables:

- Campaign creative direction approach presentation, up to 2 rounds of review
- Creative execution, up to 2 rounds of review
 - note: as the media plan has not been defined, we are assuming 2 :15s radio scripts, and up to 8 paid social units. Significant deviations from this plan may result in a change order.
 - note: this SOW covers creative development only. For any units that require content production (e.g. radio spots, print production), a separate production estimate will be developed.

Ongoing Brand Management & Creative Direction **AMEND TO INCLUDE BEAUTIFICATION DELIVERABLES, COLLABORATION, AND CONSULTATION**

Activities:

- Ongoing brand management and creative direction support to facilitate the initiatives outlined in this statement of work and consult with committees and city administration throughout term on minor topics and inquiries.
- Includes attendance of select key council meetings to present critical creative milestones or in the capacity of brand consultant up to once per month.
- Additional management, creative direction, or items outside of this statement of work will be outlined in a separate document and estimate on a case-by-case basis or billed at a blended rate of \$175/hour.

Notes/Assumptions:

- Client will provide feedback within 2 business days from receipt of work.
- Client will receive up to two rounds of revisions before final deliverable for each identified deliverable. This means Canales & Co. will implement up to two rounds of feedback, unless otherwise noted.
- If, at this time, deliverable acceptance has not been granted, in writing, a Canales & Co. team member will initiate a change order discussion with Client prior to continuing work on each deliverable.
- Changes to critical project stakeholders during the lifespan of the project may result in adjustments to the project schedule and budget estimate.
- As the paid media campaign work does not currently have a media plan and has not been fully defined, Sunset Valley should assume a minimum of 16 weeks from briefing to delivery. For example, a campaign that should be trafficked on October 3rd, 2022 should be briefed to the Canales & Co. team by June 6th, 2022.

The Scope of work does not include:

- 3rd party rights, clearances, trademarks or permissions
- Gathering and curating content for each community newsletter
- Direct production and pass through of finances for any deliverable; e.g printing, installing, fabricating, painting or labor required by third-party to create final product. It is assumed the city will pay production vendors directly. Canales & Co. will assist in the facilitation of the production process including key communication with vendors, press checks, and QA.

Additionally, any deliverables or features not outlined in this Statement of Work would require a change order and may require additional budget and schedule.

Client Deliverables:



- 2-day turnarounds on approvals, unless otherwise noted
- Access to key constituents for meetings
- Artwork, flowcharts, strategy briefs and other relevant documents for review
- Single point of contact, to be defined prior to project kick off
- Specifications & quantities for pole banners
- Defined campaign briefing, strategy, and media plan/specifications

PROJECT FEE

The budget below represents the fixed fee for the deliverables and schedule outlined in this Statement of Work. Any changes to the list of deliverables or to the schedule could lead to a change in the costs outlined below and must be approved in writing by Client. Canales & Co. will provide a separate budget for any changes to the project scope with a Change Order.

Canales & Co. Staff Fee	\$80,245.00
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Budget Notes:

The following items, unless explicitly listed in this SOW as deliverables, are not included in the SOW fee amount listed above and are considered out of pocket expenses. All pre-approved out of pocket expenses incurred in the course of delivery of the services specified in this SOW will be billed to the Client at cost.

1. Licensing of any fonts, stock audio, music, photography or video.
2. Hardware purchases, software purchases or hosting services.
3. Third party research and/or testing costs.
4. Costs associated with delivery and monitoring of mass email (e.g., email blast software or services).
5. Online media fees.
6. Non-local travel associated with the deliverables. Client will pre-approve all non-local travel in writing prior to Canales & Co. purchasing non-refundable tickets.

INVOICING

Invoicing for the Canales & Co. fee will occur according to following terms.

- **\$7,295.00** invoiced upon receipt of signed Statement of Work
- Equal monthly installments of **\$7,295.00** with each invoice sent on or about the first day of each month starting with February 1, 2022 and ending November 1, 2022

Payment terms are net-30 days.

IN WITNESS WHEREOF, the parties have caused this Scope of Work to be executed by their authorized representatives.

Sunset Valley

Canales & Co.



By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

CITY COUNCIL MEETING DATE: JUNE 7, 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: Consider and act on approval of an Ordinance amending 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. Council visited these regulations on the May 3 and May 17, 2022 and directed staff to create a modified inspection checklist to be incorporated into the process as well as research the fees assessed by other cities for the registration process.

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 based on the Zoning Commission April 27th meeting and the City Council May 17th meeting.

Staff has proposed a \$250 annual registration and inspection fee. Council requested a breakdown of fees from other cities:

City of Austin	STR License
Application	\$643
Renewal (annual)	\$355
City of Westlake Hills	Special Use Permit
Initial Permit	\$250

Renewal Permit (annual)	\$250
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City of Buda	STR Permit	
New Application		\$150
Annual Renewal		\$150

City of San Antonio	STR Permit	
Permit (3 years)		\$110

There are currently no STR regulations in Bee Cave, Georgetown, Kyle and Round Rock, and a City Ordinance forbids STRs in the City of Rollingwood.

STAFF RECOMMENDATION: Adopt the proposed regulations as recommended by the Zoning Commission and amended by the City Council.

SUPPORTING MATERIALS PROVIDED: YES

- PROPOSED REGULATIONS
- STR REGISTRATION PROCESS CHART
- STR INSPECTION LIST
- ORDINANCE

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.

Bedroom or Sleeping Unit as required by the International Residential Code shall contain the following:

- (1) Egress – shall contain 2 methods of egress, one to exterior via a door measuring 36” in width or greater or window measuring 2ft x 3ft and one to the interior via a door measuring 32” in width or greater
- (2) Ceiling Height - Minimum ceiling height of 7 feet from the floor to the ceiling
- (3) Size - Be a minimum of 70 square feet and it must have at least 7 feet in any horizontal direction
- (4) Light and Ventilation –
 - (a) Must have window glazing of at least 8% of the floor area
 - (b) Natural ventilation for outdoor airs through a window that are not less than 4% of the floor size.
- (5) Must be able to be heated and cooled and maintain a temperature of at least 68 degrees F
- (6) A smoke alarm must be installed in every bedroom

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/registrator 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 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.
 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. No vehicle parking area shall cause the site to be in violation of impervious cover requirements without a variance of such having been approved by the City Council.
- 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;
 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 without paying the required hotel occupancy taxes;
 5. 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; gambling house; or operating as a sexually oriented business.
 6. To operate 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.
 - (5) The inspection list will be provided to the registrant prior to the inspection being scheduled.
- (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 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 administrator 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.

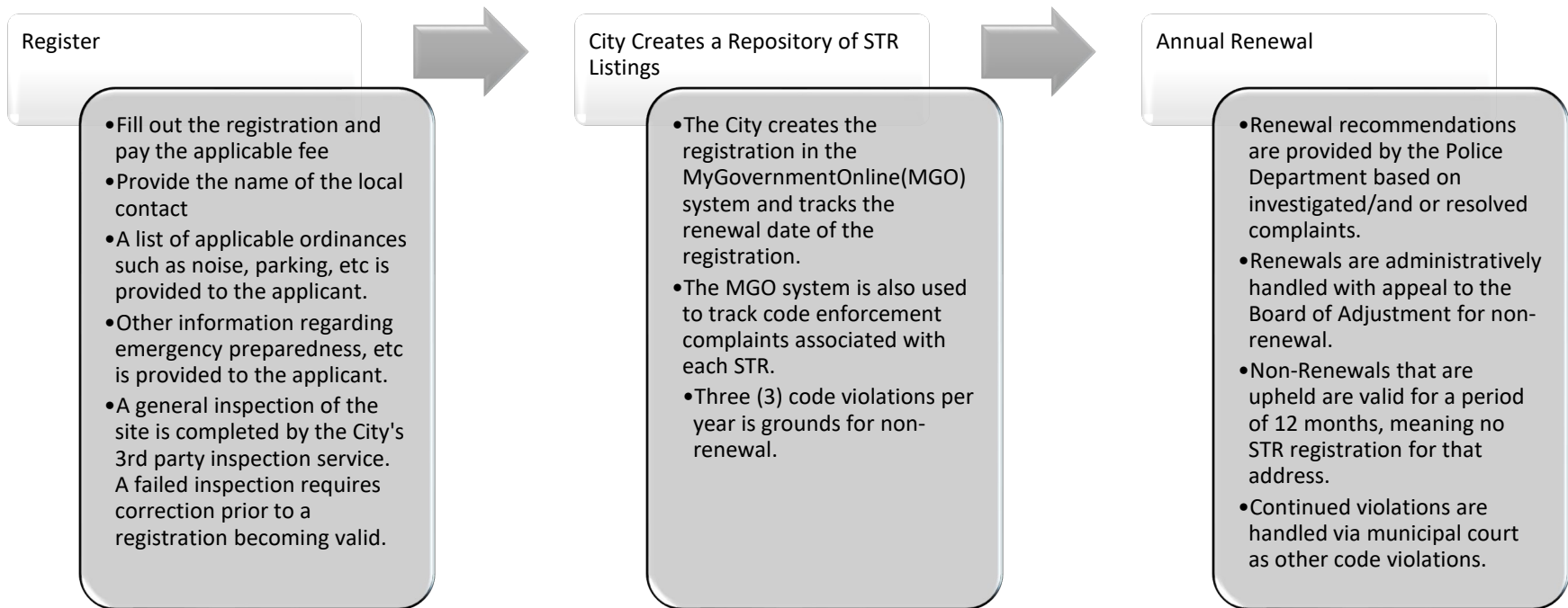
Section 150.128. --. Fees for Short-term Rental Registration.

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 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





#ITSGOODTOBEHERE

PROPOSED INSPECTION LIST FOR SHORT TERM RENTALS

- REQUIRED INSPECTIONS:
 - a. General
 - i. General Inspection – Application for the STR matches the Residential Site. This inspection will include:
 - 1. Verifying the number of bedrooms
 - 2. Verifying the parking space/parking plan
 - 3. Verifying the information packet is prominently displaced as required in the Ordinance
 - ii. Health and Safety Inspection
 - 1. Verifying the smoke detectors are located outside of every bedroom
 - 2. Verifying the exit doors and windows are in operable order and not blocked
 - 3. Verifying the restrooms are in working order
 - 4. Verifying there are no exposed electrical wiring
 - 5. Verifying there is a working fire extinguisher in the home
 - 6. Verifying the exterior doors lock and a key is provided to open any door that has a lock

ORDINANCE # _____

AN ORDINANCE CREATING SECTIONS 150.118-150.129 IN THE LAND DEVELOPMENT CODE REGARDING SHORT-TERM RENTAL REGISTRATION PROCESS FOR PROPERTIES ZONED SINGLE FAMILY RESIDENTIAL, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Zoning Commission of the City of Sunset Valley has reviewed and is recommending adoption of these regulations, establishing a process for short-term rental registration for properties zoned single family residential.

WHEREAS, the Zoning Commission held a Public Hearing on April 27, 2022, and the City Council held a Public Hearing on May 3, 2022.

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

SECTIONS 150.118-150.129 are established within the Land Development Code, as follows:

SHORT-TERM RENTAL REGISTRATION PROCESS IN SINGLE FAMILY DISTRICTS

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

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- (2) Ceiling Height - Minimum ceiling height of 7 feet from the floor to the ceiling*
- (3) Size - Be a minimum of 70 square feet and it must have at least 7 feet in any*

horizontal direction

(4) Light and Ventilation –

(a) Must have window glazing of at least 8% of the floor area

(b) Natural ventilation for outdoor air through a window that are not less than 4% of the floor size.

(5) Must be able to be heated and cooled and maintain a temperature of at least 68 degrees F

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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 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.
 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. No vehicle parking area shall cause the site to be in violation of impervious cover requirements without a variance of such having been approved by the City Council.
- 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;
 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 without paying the required hotel occupancy taxes;
 5. 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; gambling house; or operating as a sexually oriented business.
 6. To operate 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.
 - (5) The inspection list will be provided to the registrant prior to the inspection being scheduled.
- (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 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 administrator 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 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.

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 7th day of June 2022.

ATTEST:

CITY OF SUNSET VALLEY, TEXAS

Matt Lingafelter, City Secretary

Marc Bruner, Mayor