CITY COUNCIL & BOARD OF ADJUSTMENT
REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, March 09, 2021 at 6:00 PM

VIDEOCONFERENCE MEETING

This meeting will be held via videoconference and the public is encouraged and welcome to participate. Public comment may be given during the videoconference by joining the meeting using the information below. Public comment for this meeting may also be submitted to the City Secretary at acunningham@cityofdrippingsprings.com no later than 3:00 PM on the day the meeting will be held.

The City Council respectfully requests that all microphones and webcams be disabled unless you are a member of the City Council or Board of Adjustment. City staff, consultants and presenters please enable your microphone and webcam when presenting to the City Council or Board of Adjustment.

AGENDA

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting
https://us02web.zoom.us/j/84222447193?pwd=RDZVQWRHd0s0RHdzWDJRdHNrN0F3dz09

Meeting ID: 842 2244 7193
Passcode: 639422

Dial Toll Free:
888 475 4499 US Toll-free
877 853 5257 US Toll-free

Find your local number: https://us02web.zoom.us/u/kco1ANQ0sC

Join by Skype for Business: https://us02web.zoom.us/skype/84222447193

CALL TO ORDER AND ROLL CALL

City Council Members
Mayor Bill Foulds, Jr.
Mayor Pro Tem Taline Manassian
Council Member Place 2 Wade King
Council Member Place 4 April Harris Allison
Council Member Place 5 Travis Crow

City Staff, Consultants & Appointed/Elected Officials
City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Treasurer Gina Gillis
Finance Director Shawn Cox
City Secretary Andrea Cunningham
Communications Director Lisa Sullivan
Parks & Community Services Director Kelly Schmidt
Senior Planner Amanda Padilla

WORKSHOP

Workshop items are for discussion only and no action will be taken.

1. **Discussion of Proposed Concept Plan for the Anarene Amended Development Agreement located East of RR 12 and North of 290.** *Sponsor: Mayor Foulds, Jr.*

2. **Discussion of Proposed Concept Plan for the Hardy Tract, west of the Bunker Ranch Subdivision.** *Sponsor: Mayor Foulds, Jr.*

3. **Discussion of Proposed Concept Plan for a tract located south of the intersection of Roger Hanks Parkway and US Highway 290.** *Sponsor: Mayor Foulds, Jr.*

CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

PROCLAMATIONS & PRESENTATIONS

4. **Approval of a Proclamation proclaiming March 21, 2021 as "Down Syndrome Association of Central Texas Day" in the City of Dripping Springs.** *Sponsor: Council Member King*

CONSENT AGENDA

The following items are anticipated to require little or no individualized discussion due to their nature being clerical, ministerial, mundane or routine. In an effort to enhance the efficiency of City Council meetings, it is intended that these items will be acted upon by the City Council with a single motion because no public hearing or determination is necessary. However, a City Council Member or citizen may request separate deliberation for a specific item, in which event those items will be removed from the consent agenda prior to the City Council voting on the consent agenda as a collective, singular item. Prior to voting on the consent agenda, the City Council may add additional items that are listed elsewhere on the same agenda.

5. **Approval of the February 9, 2021 City Council & Board of Adjustment regular meeting minutes and the February 16, 2021 City Council regular meeting minutes.**

6. **Approval of the February 2021 City Treasurer's Report.**

7. **Approval of an Amendment to the Hotel Occupancy Tax Grant Program Funding Agreement between the City of Dripping Springs and the Dr. Pound Historical Farmstead.** *Sponsor: Mayor Pro Tem Manassian*

8. **Approval of a Resolution supporting legislation related to the Driftwood Conservation District.** *Sponsor: Mayor Foulds, Jr.*

BOARD OF ADJUSTMENT

CALL TO ORDER AND ROLL CALL

Board Members
Bill Foulds, Jr., Chair
Taline Manassian
Wade King
April Harris Allison
Travis Crow
Charlie Busbey (Alternate Member)
Joe Volpe (Alternate Member)

BOARD OF ADJUSTMENT AGENDA

9. **Public hearing and consideration of possible action regarding VAR2021-0001: an application for a Special Exception to Chapter 30 Exhibit A Sec 5.6 (24) Parking based on use for a health club, health spa, or exercise club, which requires 1 space per 150 sq. ft. The property is located at 391 Sportsplex Drive, Suite A and B, Dripping Springs, TX (R113761).** *Applicant: Kevin Garrett, Swift Sessions*

    a) Presentation
    b) Staff Report
    c) Planning and Zoning Commission Report
    d) Public Hearing
    e) Special Exception

BUSINESS AGENDA

10. **Public hearing and consideration of possible action of an Annexation Ordinance and Service Agreement (ANNEX2021-0001), and an Ordinance for zoning amendment from AG, Agricultural to Single-Family Residential District – Moderate Density (SF-2) for an approximately 18.250 acre tract of land situated in the Benjamin F. Hanna Survey, No. 28, Abstract No. 222. This property is located at 2004 Creek Road, Dripping Springs, Texas. (R143390).** *Applicant: Brian Estes, PE/ Cristina Cordoba, Civil and Environmental Consultants In*

    a) Presentation
    b) Staff Report
    c) Planning and Zoning Commission Report
    d) Public Hearing
    e) Annexation Ordinance, Annexation Service Agreement, and Zoning Amendment

11. **Public hearing and consideration of possible action regarding an Ordinance for CUP2020-0011: an application to consider a conditional use permit to allow for a Mobile Food Vendor at the property located at 211 Mercer Street, Dripping Springs, Texas 78620 within the Mercer Street Historic District.** *Applicant: John McIntosh*

    a) Presentation
    b) Staff Report
    c) Planning and Zoning Commission Report
    d) Public Hearing
    e) Conditional Use Permit Ordinance

12. **Discuss and consider approval of an Eagle Scout Project to donate the Design, Funding, Construction/Installation of Veterans Memorial Park arches replacement.** *Sponsor: Council Member King*

13. **Discuss and consider approval of the Creation of a Part-time Farmers Market Assistant/Specialist Position.** *Sponsor: Mayor Pro Tem Manassian*

14. **Discuss and consider approval of an Ordinance Amending the Farmers Market Budget related to the part-time Farmers Market Specialist position and Camp Expenses related to Coyote Kids Camp.** *Sponsor: Mayor Pro Tem Manassian*

15. **Discuss and consider support of legislation that would assist cities with using state funding for nature-based infrastructure.** *Sponsor: Mayor Foulds, Jr.*

    a) Presentation
    b) Support of Legislation

REPORTS

Reports of Staff, Boards, Commissions, Committees, Boards and Agencies. All reports are on file and available for review upon request. The City Council may provide staff direction; however, no action may be taken.

16. City Attorney Report
Laura Mueller, City Attorney

17. Maintenance Director's Monthly Report
Craig Rice, Maintenance Director

18. Transportation Committee Monthly Report
Jim Martin, Interim Vice Chair

EXECUTIVE SESSION AGENDA

The City Council for the City of Dripping Springs has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development). The City Council for the City of Dripping Springs may act on any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

19. Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses, real property in the Triangle and Veterans Memorial Park, and real property related to Roger Hanks Parkway. *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

20. Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders. *Consultation with City Attorney, 551.071*

21. Consultation with City Attorney on legal matters related to employment and deliberation regarding Personnel Matters related to the appointment, employment, evaluation, reassignment, duties, and discipline related to the building permit technician and code enforcement inspector. *551.071 Consultation with Attorney; 551.074 Deliberation regarding Personnel Matters*

22. Consultation with City Attorney related to legislative program and matters regarding water, wastewater, and other utility issues. *Consultation with City Attorney, 551.071*

23. Consultation with City Attorney regarding legal issues related to the Development Agreements, Municipal Utility Districts, Concept Plans, and Density of Development on current or proposed projects. *Consultation with Attorney, 551.071*

UPCOMING MEETINGS

City Council Meetings
March 16, 2021 at 6:00 p.m.

April 13, 2021 at 6:00 p.m.
April 20, 2021 at 6:00 p.m.

Board, Commission & Committee Meetings
March 10, 2021 Utility Commission at 4:00 p.m.
March 18, 2021 Emergency Management Commission at 12:00 p.m.
March 22, 2021 Transportation Committee at 3:30 p.m.
March 23, 2021 Planning & Zoning Commission at 6:30 p.m.
March 24, 2021 Economic Development Committee at 4:00 p.m.
March 25, 2021 Farmers Market Association Board at 10:00 a.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION & POSTING OF MEETING

All agenda items listed above are eligible for discussion and action unless otherwise specifically noted. This notice of meeting is posted in accordance with Chapter 551, Government Code, Vernon's Texas Codes. Annotated. In addition, the City Council may consider a vote to excuse the absence of any City Council Member for absence from this meeting.

Due to the Texas Governor Order, Hays County Order, City of Dripping Springs Disaster Declaration, and Center for Disease Control guidelines related to COVID-19, a quorum of this body could not be gathered in one place, and this meeting will be conducted through videoconferencing. Texas Government Code Sections 551.045; 551.125; and 551.127.

I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on ***March 5, 2021 at 5:00 p.m.***

_____
City Secretary

This facility is wheelchair accessible. Accessible parking spaces are available. Request for auxiliary aids and services must be made 48 hours prior to this meeting by calling (512) 858-4725.

Received
DEC 02 2019
City of Dripping Springs

RICE & ASSOCIATES, P.C.
Attorneys and Counselors
5615 Kirby Drive, Suite 810
Houston, Texas 77005

ROBIN A. RICE
BOARD CERTIFIED
COMMERCIAL REAL ESTATE LAW
TEXAS BOARD OF
LEGAL SPECIALIZATION

TELEPHONE
(713) 655-9090
FACSIMILE
(713) 655-9191
rarice@rice-law.com

November 7, 2019

City Administrator
City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620

By Certified Mail/Return Receipt Requested and First Class Mail

Re: Assignment and Assumption Agreement - Amended and Restated Development Agreement for Anarene Investments Tract

Dear Sir or Madam:

Enclosed please find an Assignment and Assumption Agreement dated effective September 25, 2019, between Anarene Investments, Ltd. and Double L Development, LLC relating to the Amendment and Restated Development Agreement for Anarene Investments Tract with an effective date of August 13, 2015. This letter is to notify you of the assignment of the Development Agreement to Double L Development, LLC. The Assignment and Assumption Agreement will be recorded with the Hays County Clerk.

In future, the notification address for the Owner is as follows:

Double L Development, LLC
1600 West Loop South, Suite 2600
Houston, Texas 77027
Attn: David A. Cannon
Telephone No.: (713) 623-2466
Email: dcannon@trenddevelopment.com

With a copy to: Robin A. Rice, Esquire
Rice & Associates, P.C.
5615 Kirby Drive, Suite 810
Houston, Texas 77005
Telephone No.: (713) 655-9090
Email: rarice@rice-law.com

RICE & ASSOCIATES, P.C.
Attorneys and Counselors

Please contact me if you have any questions on this matter. Thank you.

Very truly yours,

Robin A. Rice

cc: Bojorquez Law Firm, P.C.
12325 Hymeadow Drive
Austin, Texas 78750
Attn: Alan J. Bojorquez, Esquire

By Certified Mail/Return Receipt Requested

C:\2159\City of Dripping Springs, Assignment of Development Agreement.wpd

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (**"Assignment"**) is entered into effective the 25th day of September, 2019, by and between **ANARENE INVESTMENTS, LTD.**, a Texas limited partnership (hereinafter referred to as **"Assignor"**), and **DOUBLE L DEVELOPMENT, LLC**, a Texas limited liability company (hereinafter referred to as **"Assignee"**).

WHEREAS, Assignor entered into that certain Amended and Restated Development Agreement with the City of Dripping Springs, dated effective August 13, 2015 (the **"Development Agreement"**), pertaining to certain real property described therein and located in Hays County, Texas (the **"Property"**); and

WHEREAS, Assignor wishes to assign all of Assignor's rights, title and interest in the Development Agreement to Assignee and Assignee wishes to accept such assignment of Assignor's rights, title and interest and assume all of Assignor's obligations under the Development Agreement;

NOW, THEREFORE, in consideration of the mutual undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby TRANSFERS, ASSIGNS AND SETS OVER unto Assignee all of the Assignor's right, title and interest in and to the Development Agreement.

2. Assumption. Assignee hereby (i) accepts the assignment of Assignor's rights, title and interest in the Development Agreement, (ii) expressly assumes and agrees to keep, perform and fulfill all the terms, conditions and obligations of Assignor under the terms and provisions of the Development Agreement, and (iii) and agrees to save and hold Assignor harmless from any and all liability under the Development Agreement.

3. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures will have the same force and effect as original signatures.

[SIGNATURES ON FOLLOWING PAGES]

EXECUTED on the dates noted below, BUT EFFECTIVE as of the date above.

ASSIGNOR:

ANARENE INVESTMENTS, LTD., a Texas limited partnership

By: Anarene Management, LLC, a Texas limited liability company, its general partner

By: _____
Graham Hill, Manager

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me, the undersigned authority, on this 15th day of October, 2019, by Graham Hill, Manager of Anarene Management, LLC, a Texas limited liability company, the sole general partner of Anarene Investments, Ltd., a Texas limited partnership, on behalf of said limited partnership.

NOTARY PUBLIC
STATE OF TEXAS
LINDA E RASCO
Commission # 3227911
My Commission Expires
October 21, 2019

_____
NOTARY PUBLIC FOR STATE OF TEXAS
Print Notary's Name: Linda E. Rasco
Commission Expires: 10-21-2019

ASSIGNEE:

DOUBLE L DEVELOPMENT, LLC, a Texas limited liability company

By: _____
David A. Cannon, Manager

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me, the undersigned authority, on this 15th day of October, 2019, by David A. Cannon, Manager of Double L Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
NOTARY PUBLIC FOR STATE OF TEXAS
Print Notary's Name: _____
Commission Expires: _____

FRANCES K. ARD
Notary ID #4169161
My Commission Expires
April 14, 2022

AFTER RECORDATION, PLEASE RETURN TO:
Rice & Associates, P.C.
5615 Kirby Drive, Suite 810
Houston, Texas 77005

Item # 1.

****** Electronically Filed Document ******

Hays County Texas
Liz Q. Gonzalez
County Clerk

Document Number: 2015-15031553
Recorded As : ELECTRONIC RECORDING

Recorded On:	October 02, 2015
Recorded At:	08:25:58 am
Number of Pages:	39
Book-VI/Pg:	Bk-OPR VI-5340 Pg-152
Recording Fee:	$174.00

Parties:

Direct- DRIPPING SPRINGS CITY OF
Indirect- ANARENE INVESTMENTS LTD

Receipt Number:	410208
Processed By:	Rose Robinson

************** THIS PAGE IS PART OF THE INSTRUMENT **************

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

COUNTY COURT OF HAYS COUNTY, TEXAS

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Liz Q. Gonzalez, County Clerk

AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR ANARENE INVESTMENTS TRACT

STATE OF TEXAS §
§
COUNTY OF HAYS §

This Amended and Restated Development Agreement (the "Agreement") is between the City of Dripping Springs, (the "City"), and Anarene Investments Ltd., a Texas limited partnership ("Owner"). In this Agreement, the City and Owner are sometimes individually referred to as a "Party," and collectively referred to as the "Parties".

RECITALS:

WHEREAS, Owner and the City entered into that certain Development Agreement effective as of October 17, 2012 (the "Original Agreement"), which was recorded in Volume 4466, Page 327 of the Official Public Records of Hays County, Texas; and

WHEREAS, Owner and the City desire to amend certain portions of the Original Agreement as set forth herein below and as allowed in Section 5.1.3 of the Original Agreement and in connection therewith restate the Original Agreement in this Agreement;

THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and Owner agree that this Agreement shall and does hereby amend and restate the Original Agreement in its entirety as follows:

RECITALS:

WHEREAS, Owner has approximately 1,677.61 acres of land (the "Land") located within the extraterritorial jurisdiction (ETJ) of the City and in Hays County, Texas (the "County"), which is more fully described on *Exhibit A* attached hereto and incorporated herein for all purposes; and

WHEREAS, Owner intends to develop the Land as a master-planned community that will include residential and commercial uses, together with open space to benefit the residents and property owners of the community, as well as other residents of the City, the City's ETJ, and the County. In this Agreement, the Land, as it will be developed, is sometimes referred to as the "Project;" and

WHEREAS, the City is located in a rapidly growing area of the County and new construction and land development will impact the future character of the City; and

WHEREAS, the City has adopted a Comprehensive Plan to guide the City in planning for future growth and development, and the City Council finds that this Agreement is consistent with the Comprehensive Plan; and

WHEREAS, the City has determined that development agreements with developers of master-planned communities such as the Project will benefit the City by establishing land use controls; providing for the construction of appropriate and necessary utility, roadway and drainage infrastructure; encouraging economic development; protecting the environment; preserving native habitat and endangered species; and promoting the welfare of the citizens of the City and its ETJ; and

WHEREAS, the City and Owner are striving to achieve balance between the pressures of urbanization and the shared desires to protect the public safety, and conserve the hill country scenery and native habitat; and

WHEREAS, this Agreement grants Owner a measure of predictability in terms of Applicable Rules as defined herein, and development fees; and

WHEREAS, this Agreement grants the City the public benefits related to the application of certain municipal ordinances in the ETJ, including the lighting ordinance; and

WHEREAS, Owner and the City wish to enter into this Agreement to provide an alternative to the City's typical regulatory process for development; encourage innovative and comprehensive master-planning of the Land; provide a level of certainty of regulatory requirements throughout the term of this Agreement; and provide assurances of a high-quality development that will benefit the present and future residents of the City, the City's ETJ and the County; and

WHEREAS, the City is statutorily authorized to enter into such contracts with owners of property located in the City's ETJ pursuant to Texas Local Government Code Section 212.172; and

THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and Owner agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Agreement**: This contract between the City of Dripping Springs, Texas and Owner, including all Exhibits, which are incorporated herein for all intents and purposes.

1.2 **Applicable Rules**: The City Rules that, as modified by the Project Approvals and variances granted concurrent with this Agreement, if any, exist on October 17, 2012 and will be applicable to the development of the Property for the term of this Agreement. This term does not include Zoning, Building Codes, Landscaping, Lighting, Sign, or Exterior Design standards, as those ordinances may apply or hereafter be applied to residential and non-residential properties. This term does not include regulations mandated by state law, or that are necessary to prevent imminent harm to human safety or property, which may be modified and made applicable to the Project even after the Effective Date.

1.3 **City**: The City of Dripping Springs, an incorporated Type A, general-law municipality located in Hays County, Texas.

1.4 **City Council**: The governing body of the City of Dripping Springs, Texas.

1.5 **City Engineer**: The person or firm designated by the City Council as the engineer for the City of Dripping Springs, Texas.

1.6 **City Rules**: The entirety of the City's Code of Ordinances, regulations and official policies, except as modified by this Agreement.

1.7 **County**: Hays County, Texas.

1.8 **District or Districts**: The financing district(s) to be created over the Land if consent is received from the City.

1.9 **Effective Date**: October 17, 2012.

1.10 **Home Owners Association (HOA):** is an organization created by a real estate developer for the purpose of controlling the appearance and managing any common-area assets during the marketing, managing, and selling of homes and sites in a residential subdivision. It grants the developer privileged voting rights in governing the association, while allowing the developer to exit financial and legal responsibility of the organization, typically by transferring ownership of the association to the homeowners after selling off a predetermined number of lots.

1.11 **Impervious Cover:** Buildings, parking areas, roads, and other impermeable man-made improvements covering the natural land surface that prevent infiltration.

1.12 **Impervious Cover Percentage:** The percentage calculated by dividing the total acres of impervious cover on the Land by the total number of acres included in the Land. Whether or not outdoor decks are included in the calculation of impervious cover shall be determined by the City Engineer based on the deck design and materials. In the calculation of impervious cover, the following shall be characterized as ***pervious*** for all purposes: open space, greenbelt, park, irrigation field, flood plain, water quality and/or drainage facility and/or area not lined with impermeable material, detention facility not lined with impermeable material, swale, irrigation area, playground, athletic fields, granite and/or pea gravel trail.

1.13 **Land**: Approximately 1,677.61 acres of land, in Hays County, Texas, more fully described on the attached *Exhibit A*.

1.14 **Living Unit Equivalent (LUE):** A single unit of service consists of the typical flow that would be produced by a single-family residence located in a typical subdivision served by the City.

1.15 **Master Plan**: The master plan of the City, originally presented in 1984, as may be amended, modified or supplemented by the City, in conjunction with the Comprehensive Plan.

1.16 **Project:** The term as defined by Texas Local Government Code Chapter 245, as may be amended. The term refers to a specific property use and/or improvement undertaken on the Land, as documented in a manner that provides the City with fair notice.

1.17 **Project Approvals:** All aspects of the Project outside the current scope of work will require prior approval by the City Council.

1.18 **Parkland:** Parkland is a platted tract of land designated and used for recreation or open space.

1.19 **Owner**: Anarene Investments Ltd., a Texas limited partnership, and any subsequent owner(s).

1.20 **TCEQ**: Texas Commission on Environmental Quality, or its successor agencies.

1.21 **TxDOT**: Texas Department of Transportation, or its successor agencies.

1.22 **WTCPUA**: West Travis County Public Utility Authority, or its successor agencies.

ARTICLE 2. PUBLIC BENEFITS, INFRASTRUCTURE & AMENITIES

2.1 **Purpose:** The development of the Land under this Agreement is intended to: (a) allow housing and commercial development within its ETJ to occur in an orderly manner in order to protect the health, safety and welfare of the City's present and future citizens; (b) promote the aesthetic enhancement of the City and its ETJ; and (c) promote a safe and attractive self sustaining community.

2.2 **Environmental Protection:** Owner will implement compliance with the following natural resource laws and regulations, to the extent applicable:

2.2.1 **Aquifer Protection:** Owner will comply with all applicable TCEQ regulations and the City's Water Quality Protection Ordinance. Owner shall also take reasonable measures to protect the Trinity Aquifer, including at a minimum adherence to the Edwards Aquifer Rules for the Contributing Zone. If the development is a low-density development (less than fifteen (15%) Impervious Cover), no structural water quality controls will be required.

2.2.2 **Land Application Restrictions:** If the Project utilizes individual onsite sewage disposal and if treated sewage effluent is disposed of through irrigation, property owners within the Project shall comply with the applicable City, County, and TCEQ permits. The City reserves the right to comment on any permit application submitted by the Owner.

2.2.3 **Waterway Protection:** Owner shall obtain and comply with any authorizations from the US Army Corps of Engineers that may be required for road and utility crossings of creeks and construction of water quality protection infrastructure, including but not limited to Clean Water Act Section 404 Permitting. Owner will comply with the applicable Water Quality Protection ordinance.

2.2.4 **Stormwater Controls:** Owner will prepare and implement a stormwater pollution prevention plan in compliance with the TCEQ's Texas Pollution Discharge Elimination System stormwater general permit for construction-related stormwater discharges. Owner will comply with the applicable Water Quality Protection ordinance.

2.2.5 **Endangered Species:** Owner agrees to comply with the federal Endangered Species Act.

2.2.6 **Water Conservation Plan:** Owner shall comply with the City's plan, which has been approved by the WTCPUA.

2.2.7 **Application Submittal:** Owner shall submit all permit applications required under Section 2.2 to the City prior to applying to the relevant authority.

2.3 **Parkland:** As the actual number of development units are determined for the Project, parkland of approximately twenty five (25) acres, as more fully described on the attached *Exhibit B*, originally donated to the City of Dripping Springs by the landowners will be provided out of the approximately two hundred and forty five (245) acres of open space as reflected on the Conceptual Plan. Additional parkland will be dedicated in accordance with Section 28.03.006 of the Dripping Springs Code of Ordinances, in effect as of the date this Agreement is approved. A Master Park/Trails Plan will be provided to the City of Dripping Springs at the time that at least fifty percent (50%) of the land area of the Project receives its Preliminary Plan approvals from the City.

2.4 **Trails and Accessibility**: Owner agrees to work with the City to establish and locate mutually acceptable trail systems within the Property.

2.5 **Hilltop Preservation:** Owner shall preserve each of the six (6) hilltops as depicted in Exhibit C attached hereto and incorporated herein for all purposes. Building heights on such hills shall be limited to twenty (20) feet greater that the top of the corresponding hilltop; provided, however, nothing in this section 2.5 will prevent Owner from constructing water storage tanks on four (4) of the hills. Owner will endeavor to have the color of such tanks blend into the natural settings.

2.6 **Lighting:** Owner, or an electric utility designated by Owner, will construct all illumination for street lighting, signage, security, exterior, landscaping, and decorative facilities for the Project in accordance with all then-current City Rules, including the Lighting Ordinance in effect at the time of installation of the lighting, including both residential and non-residential rules. District(s) will be required to operate and maintain the lighting within its boundaries according to City Rules. Owners agree that all restrictive covenants for the Project shall reinforce this provision and be applied to all construction and builders.

2.7 **Landscaping; Landscapes:** Owners shall comply with the City's Landscaping Ordinance as amended in all commercial areas. Owners may require residential areas to comply with the City's Landscape Ordinance. Owners agree that the use of native species of plant materials will be utilized throughout the Project attached as *Exhibit F.* Turf grasses on any lot within the Project shall be limited to Zoysia, Buffalo or Bermuda grasses. Other grasses may be approved by the City Administrator for lots utilizing drip irrigation systems. In no event may St. Augustine grass be used. The plant list attached as *Exhibit F* is approved and may be used.

2.8 **Exterior Design & Architectural Standards:** Within the commercial area, Owners shall comply with the City's Exterior Design & Architectural Standards Ordinance, as may be amended.

ARTICLE 3. PROPERTY DEVELOPMENT

3.1 **Governing Regulations**: For purposes of any vesting analysis, the Parties agree that the Effective Date shall be construed as the date upon which the Development Agreement is approved by the City Council of Dripping Springs. The Applicable Rules shall govern the Project, unless otherwise expressly provided in this Agreement. For the term of this Agreement, the development and use of the Land will be controlled by the terms of this Agreement, the Project Approvals and the Applicable Rules. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control. Notwithstanding anything contained herein to the contrary, the variances described on *Exhibit E* attached hereto as approved.

3.1.1 **Residential Density**: The maximum number of residential dwelling units that may be developed on the Land under this Agreement shall be 1,677 dwelling units, or an average overall density of one residential dwelling unit per acre, whichever is less. This average overall density shall not be construed to preclude clustering of residential units in desirable locations, whether in the form of single family lots, duplex lots, multifamily development, or any other residential development.

3.1.1.1 **Residential Lot Size**: The minimum size for any lot shall be based solely on the requirements for providing wastewater service to said lot. Lots to be served with central wastewater service shall meet minimum lot sizes according to the City zoning regulations.

3.1.2 **Water Service**: The Land shall be entitled to receive water service in an amount not to exceed 1,710 Living Unit Equivalents ("LUEs"), it being understood and agreed that the water service may be provided by the Double L Ranch Water Supply Corporation or by a third party utility provider, including, but not limited to a water supply corporation and/or special purpose district.

3.1.3 **Wastewater Service**: The Land shall be entitled to receive wastewater service in an amount not to exceed 1,710 LUEs, it being understood and agreed that the wastewater service may be provided by the City or, if the City is unable or refuses to provide such service, by a third party utility provider, including, but not limited to a water supply corporation and/or special purpose district.

3.1.4 **Impervious Cover**: Owners may develop the Project with an Impervious Cover Percentage that does not exceed thirty-five percent (35%) over the entire Project. Owner shall have the right to apportion impervious cover limits on a lot by lot or use by use basis and Owner may apportion such limits as it deems desirable so long as the overall limitation herein specified is not exceeded. Owner may count in density and impervious cover calculations the gross area of the Land.

3.1.4.1 Nonresidential Impervious Cover: Commercial and multifamily impervious cover may reach a maximum of seventy percent (70%) of any given commercial or multifamily tract, provided that the maximum impervious cover for the Land does not exceed thirty-five percent (35%) of the gross area of the Land.

3.1.5 Water Quality Buffer Zones: Development on the Land shall comply with the Water Quality Buffer Zone requirements in the City development regulations. However, it shall be permitted for any given lot/parcel/tract to decrease the width of an established Water Quality Buffer Zone by up to half, provided that: (i) an offsetting increase in the width of the Water Quality Buffer Zone is provided elsewhere on that same lot/parcel/tract; (ii) there is sufficient elevation from the building sites on such lot/parcel/tract from the flood plain to mitigate any reasonable flooding issues; and (iii) such submittal shall only be approved if reviewed and recommended by the City Engineer with sufficient analysis being provided to establish equivalent protection within the same sub-basin. Further, development restrictions within any expanded Water Quality Buffer Zone shall be identical to those in the Water Quality Buffer Zone established in the applicable City development regulations.

3.2 Project Approvals & Entitlements:

3.2.1 Conceptual Plan: The City confirms that the Conceptual Plan attached as *Exhibit D* complies with the City's Master Plan and Interim Comprehensive Plan, and that the Conceptual Plan has been approved by all requisite City departments, boards and commissions and by the City Council. The City approves the land uses, densities, reservations of land for public purposes, exceptions, utility and roadway alignments and sizing and other matters shown on the Conceptual Plan. The City's execution of this Agreement shall be deemed to be the approval of the Conceptual Plan, *Exhibit D* on which the Preliminary Plats for development of the Land will be based.

3.2.2 Phasing of Development: The calculation of impervious cover, lot averaging and similar requirements shall be determined and calculated on a whole project basis. Each plat filed with the City shall contain a chart indicating the amount of impervious cover and LUE use required for the entire Land, the amount associated with prior platted areas and the amount associated with the area subject to such plat. The chart shall also show the average lot size computation for the Land as a whole and resulting from the plat and prior platted areas. Any portion of the Property may be replatted to change the use or designation of that previously platted portion so long as the entire platted portion of the Property meets the requirements of this Agreement, including impervious cover, lot averaging and similar requirements herein. So long as this Agreement remains in effect, such replatting shall be deemed controlled by this Agreement as if the same were an original platting of such replatted portions.

3.3 Further Approvals: Upon the Effective Date of this Agreement, Owners may develop the Land consistent with this Agreement. Any future approvals granted in writing by the City for such development will become a part of the Project Approvals.

3.4 Standard for Review: The City's review and approval of any submissions by Owner will not be unreasonably withheld or delayed. The City will review any plans, plat or other filing by Owner in accordance with the applicable City's ordinances, state law and this Agreement. If any submittal is not approved, the City will provide written comments to Owner specifying in detail all of the changes that will be required for the approval of the submittal.

3.5 Approvals & Appeals: The City acknowledges that timely City reviews are necessary for the effective implementation of Owner's development program. Therefore, the City agrees that it will comply with all statutory and internal City time frames for development reviews. The City further agrees that if, at any time, Owner believes that an impasse has been reached with the City staff on any development issue affecting the Project or if Owner wishes to appeal any decision of the City staff regarding the Project; then Owner may immediately appeal in writing to the City Council requesting a resolution of the impasse at the next scheduled City Council meeting, subject to compliance with all timetables required by the open meeting laws.

3.6 Concept Plan Amendments:

3.6.1 Due to the fact that the Project comprises a significant land area and its development will occur in phases over a number of years, modifications to the Conceptual Plan may become necessary due to changes in market conditions or other factors. In order to provide flexibility with respect to certain details of the development of the Project, Owner may seek changes in the location and configuration of the residential and/or commercial use lots shown on the Conceptual Plan, including changes within the proposed residential, commercial or open space areas shown on the Conceptual Plan. Such changes will only require an administrative amendment to the Conceptual Plan so long as there are no increases to the density of the Land or adverse impacts to traffic, utilities, stormwater discharges, or water quality.

3.6.2 The City Administrator shall be responsible for consideration and approval of such administrative amendments to the Concept Plan. The City Administrator may defer such approval to the Planning and Zoning Commission and the City Council at the City Administrator's discretion. Further, minor changes that may impact traffic, utilities and stormwater discharges, and water quality, that are proposed for the Conceptual Plan that do not result in an increase in the overall density of development of the Land and which otherwise comply with the Applicable Rules and this Agreement may be approved by the Planning and Zoning Commission and the City Council. Similarly, minor variations of a preliminary plat or final plat from the Conceptual Plan that are approved by the City Administrator that do not increase the overall density of development of the Land or increase the overall Impervious Cover limit of thirty-five percent (35%), and which otherwise comply with the Applicable Rules, and this Agreement will not require an amendment to the Conceptual Plan.

3.7 Term of Approvals: The Conceptual Plan and any preliminary plat or final plat approved pursuant to this Agreement will be effective for the longer of (i) the term of this Agreement unless otherwise agreed by the Parties or (ii) the term contained in the applicable subdivision ordinance.

3.8 **Extension of Permits & Approvals:** Any permit or approval under this Agreement or granted by the City pursuant to, or in accordance with, this Agreement shall be extended for any period during which performance by any Owner is prevented or delayed by action of a court or administrative agency, or an Owner is delayed due to failure to receive a governmental permit despite demonstrable diligent efforts to obtain said permit. In no instance shall any permits or approvals be extended beyond the fifteen year duration of this Agreement.

3.9 **Initial Brush Removal:** Owner may mechanically remove brush without material soil surface disruption prior to receiving approval of plats in order to determine the location of roads, lots, utilities and drainage areas with regard to preservation of environmental features. This section 3.9 will not prevent Owner from removing brush in accordance with any federal programs, including the United States Department of Agriculture Natural Resources Conservation Service's Environmental Quality Incentives Program.

3.10 **Building Code:** Owners agree that all habitable buildings shall be constructed in accordance with all building or construction codes that have been adopted by the City. Fees for all building permits or building inspections by the City or the City's designee under this section shall be paid by builders. Building permit and building inspection fees are not included among the fees specifically listed in this Agreement.

3.11 **Fiscal Security for Improvements:** Owner shall not be required to provide fiscal security prior to any final plan approval provided that the Owner agrees to construct improvements in a manner approved by the City Engineer. The City Engineer may require the Owner to post a bond at the time of final plat approval to assure that improvements are constructed as proposed if the City Engineer determines that there is some question regarding construction of the improvements. The City Engineer may also require construction and maintenance bonds for improvements.

3.12 **Deed Restrictions:** Owners agree that all restrictive covenants for the Project shall reinforce the provisions of this section and applied to all builders and subsequent buyers, and shall be appropriately drafted and filed to effectuate this intent and Agreement.

3.13 **Fire Protection:** Owner, and upon creation, each District, to the extent allowed by law, shall pursue all required approvals for, and, upon approval, will implement and finance a fire protection plan to provide fire protection services within the Project's boundaries in accordance with and subject to Section 49.351, Texas Water Code, applicable regulations of the TCEQ, and Applicable Rules, including, but not limited to, all fire codes adopted by the City and Hays County Emergency Services District #6, as amended. Owners shall submit to City plans for emergency access points (e.g., crash gates) during the platting phase of development.

3.14 **Infrastructure Construction & Inspections:** Owner, and upon creation, each District will be responsible for construction, operation and maintenance of all water, wastewater and drainage infrastructure within its boundaries, unless otherwise agreed to by Owner and the City. The City will have the right to review and approve all plans and specifications for such infrastructure during the Site Development Permit process, and to inspect all such infrastructure during construction and prior to acceptance for operation and maintenance. A copy of each set of approved plans and specifications and a copy of all inspection certificates will be filed with the City for review and approval. All water, wastewater, and drainage

infrastructure within the Land shall be designed and built in accordance with the rules, regulations and specifications of the City and TCEQ, which rules, regulations and specifications are adopted as the governing rules, regulations and specifications for the water utility infrastructure constructed to serve the Project. All water, wastewater and drainage infrastructure within the Land shall be subject to City inspections and compliance with City Rules in effect at the time of inspection, as they may be amended from time to time, and TCEQ rules (TCEQ rules will control in the event of conflict). Fees for all inspections by the City or the City's designee under this section shall be paid by the District(s).

ARTICLE 4. FINANCING DISTRICT

4.1 Consent to Creation of District and/or Water Supply Corporation: In accordance with Texas Local Government Code, Section 42.042, the City has considered the creation of conservation and reclamation districts, authorized pursuant to Texas Constitution Article III, Section 52, or Article XVI, Section 59 covering all or portions of the Land (the "Districts"). The City indicates its conceptual support for creation of the Districts pursuant to Section 42.042, Texas Local Government Code at the time of approval of this Agreement. The City's actual consent, if given, shall be evidenced by separate documents. The City agrees that any District may annex or exclude land owned by Owner that is located within the boundaries of the Project and the City's ETJ and may be divided in accordance with Chapters 49, 51, 53 and/or 54, Texas Water Code, or other Water Code provisions that may be applicable, in furtherance of Owners' development goals pursuant to this Agreement. Provided, however, the Parties recognize that he Property may lie within the City's "potential Service Area" in the "Wholesale Water Supply Agreement Between LCRA and the City of Dripping Springs" dated March 11, 2003. The City acknowledges that the Owner may create a water supply corporation to service all or a portion of the Land and consents to such corporation. Additionally, the City's consent is conditioned upon the City being unable or refusing to provide water and/or wastewater services to the Property.

4.4 Infrastructure Construction & Inspections: Each District will be responsible for construction, operation and maintenance of all water, wastewater and drainage infrastructure within its boundaries, unless otherwise agreed to by Owner and the City. The City will have the right to review and approve all plans and specifications for such infrastructure during the Site Development Permit process, and to inspect all such infrastructure during construction and prior to acceptance for operation and maintenance. A copy of each set of approved plans and specifications and a copy of all inspection certificates will be filed with the City for review and approval. All water, wastewater, and drainage infrastructure within the Land shall be designed and built in accordance with the rules, regulations and specifications of the City and TCEQ, which rules, regulations and specifications are adopted as the governing rules, regulations and specifications for the water utility infrastructure constructed to serve the Project. All water, wastewater and drainage infrastructure within the Land shall be subject to City inspections and compliance with City Rules in effect at the time of inspection, as they may be amended from time to time, and TCEQ rules (TCEQ rules will control in the event of conflict). Fees for all inspections by the City or the City's designee under this section shall be paid by the District(s).

4.5 Consent to Wastewater Discharge Facilities: The City understands that the District(s) or corporation formed pursuant to Section 4.1 above, will apply to the TCEQ, or its successor agency, for a permit to treat and dispose wastewater generated by the development that is subject to this Agreement. The City reserves it right to comment on Owner's submission of such an application and order by the TCEQ.

ARTICLE 5. AUTHORITY

5.1 Term:

5.1.1 Initial Term. The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years thereafter ("Initial Term"), unless sooner terminated under this Agreement; provided, however, this Agreement may be extended for a longer duration not to exceed an additional fifteen (15) years upon mutual agreement of the Parties.

5.1.2 Expiration. After the Initial Term and any extension(s), this Agreement will be of no further force and effect, except that termination will not affect any right or obligation previously granted.

5.1.3 Termination or Amendment. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the City and Owner or may be terminated or amended only as to a portion of the Land by the mutual written consent of the City and Owner of only the portion of the Land affected by the amendment or termination.

5.2 Authority: This Agreement is entered under the statutory authority of Chapter 212, Subchapter G, *Texas Local Government Code*. The Parties intend that this Agreement guarantee the continuation of the extraterritorial status of portions of the Land as provided in this Agreement; authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning upon annexation of any portion of the Land to the City.

5.3 Applicable Rules: As of the Effective Date, Owner has initiated the subdivision and development permit process for the Project. The City agrees that, in accordance with Chapter 245, *Texas Local Government Code*, the City will consider the approval of any further approvals necessary for the Project based solely on the Applicable Rules, as modified by the Project Approvals and this Agreement. Further, the City agrees that, upon the Effective Date, Owner has vested authority to develop the Land in accordance with the Applicable Rules, as modified by any exceptions contained in the Project Approvals and this Agreement.

5.4 Right to Continue Development: In consideration of Owner's agreements hereunder, the City agrees that, during the term of this Agreement, it will not impose or attempt to impose: (a) any moratorium on building or development within the Project, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plans, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Project. No City-imposed moratorium, growth restriction, or other limitation affecting the rate, timing or sequencing of development or construction of all or any part of the Project will apply to the Land if such moratorium, restriction or other limitation conflicts with this Agreement or would have the effect of increasing Owner's obligations or decreasing Owner's rights and benefits under this Agreement. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and ETJ due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

5.5 Equivalent Substitute Obligation: If either Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and *bona fide* threat to public safety that prevents performance or requires different performance, subsequent conditions that would legally excuse performance under this Agreement, or, the Parties agree to cooperate to revise this Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party's overall contractual benefit under this Agreement.

5.6 Cooperation:

5.6.1 The City and Owner each agrees to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

5.6.2 The City agrees to cooperate with Owner in connection with any waivers or approvals Owner may desire or require to obtain from the County in connection with the development of the Land and a deferral of the County's plat and plan approval powers to the City for all plats and public infrastructure within the Project, other than roadway infrastructure that will be dedicated to the County for operation and maintenance after construction. Roads that will be dedicated to the County for operation and maintenance shall be subject to County review, inspection and approval prior to dedication to the County.

5.6.3 The City acknowledges that the Owner and/or HOA may in the future seek State or federal grant matching funds to finance certain park, recreational and environmental facilities within the Project. The City agrees to cooperate with and support these efforts to obtain grant funding that do not interfere with or conflict with the City's efforts to secure similar funding, including entering into joint use agreements with the Owner and or HOA, in furtherance of the City's goal of making additional park, environmental and recreational facilities available to the area. Provided, however, that the City will have no financial obligation associated with this activity.

5.7 Litigation: In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Owner and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the City Council. Owner agrees to defend and indemnify the City for any litigation expenses, including court costs and attorneys fees, related to defense of this Agreement. The filing of any third party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction.

ARTICLE 6. GENERAL PROVISIONS

6.1 Assignment & Binding Effect:

6.1.1 This Agreement, and the rights and obligations of Owner hereunder, may be assigned by Owner to a subsequent purchaser of all or a portion of the undeveloped property within the Project provided that the assignee assumes all of the obligations hereunder. Any assignment must be in writing, specifically describe the property in question, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City and recorded in the real property records as may be required by applicable law. Upon any such assignment, the assignor will be released of any further obligations under this Agreement as to the property sold and obligations assigned.

6.1.2 If Owner assigns its rights and obligations hereunder as to a portion of the Project, then the rights and obligations of any assignee and Owner will be non-severable, and Owner will be liable for the nonperformance of the assignee and vice-versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, even if such remedies will impede development activities of any performing developer as a result of that nonperformance.

6.1.3 The provisions of this Agreement will be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement will not, however, be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Project.

6.2 Severability: If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

6.3 Governing Law, Jurisdiction & Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The parties acknowledge that this Agreement is performable in ***Hays County***, Texas and hereby submit to the jurisdiction of the courts of that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.

6.4 No Third Party Beneficiary: This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.

6.5 Mortgagee Protection: This Agreement will not affect the right of Owner to encumber all or any portion of the Land by mortgage, deed of trust or other instrument to secure financing for the Project. The City understands that a lender providing financing for the Project ("Lender") may require interpretations of or modifications to this Agreement and agrees to cooperate with Owner and its Lenders' representatives in connection with any requests for interpretations or modifications. The City agrees not to unreasonably withhold or delay its approval of any

requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City agrees as follows:

6.5.1 Neither entering into this Agreement, nor any breach of this Agreement, will affect any lien upon all or any portion of the Land.

6.5.2 The City will, upon written request of a Lender given in compliance with Section 5.1.2, consider providing the Lender with a copy of any written notice of default given to Owners under this Agreement within ten (10) days of the date such notice is given to Owners.

6.5.3 In the event of default by Owner under this Agreement, a Lender may, but will not be obligated to, cure any default during any cure period extended to Owner, either under this Agreement or under the notice of default.

6.5.4 Any Lender who comes into possession of any portion of the Land by foreclosure or deed in lieu of foreclosure will take such property subject to the terms of this Agreement. No Lender will be liable for any defaults or monetary obligations of Owner arising prior to the Lender's acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to that property until all delinquent fees and other obligations of Owner under this Agreement that relate to the property in question have been paid or performed.

6.6 **Certificate of Compliance**: Within thirty (30) days of written request by either Party given accordance with Section 6.17, the other Party will execute and deliver to the requesting Party a statement certifying that: (a) this Agreement is unmodified and in full force and effect or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification; (b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and (c) any other information that may be reasonably requested. A Party's failure to deliver a requested certification within this 30-day period will conclusively be deemed to constitute a confirmation that this Agreement is in full force without modification, and that there are no uncured defaults on the part of the requesting Party. The City Administrator or Planning Director will be authorized to execute any requested certificate on behalf of the City.

6.7 **Default**: If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. The City may issue Stop Work Orders for violations arising under this Agreement or the regulations applied herein.

6.8 **Remedies for Default**: If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific

performance or writ of mandamus, or to terminate this Agreement. In the event of a default by the City, Owner will be entitled to seek a writ of mandamus, in addition to seeking any other available remedies. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.

6.9 **Reservation of Rights**: To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

6.10 **Attorneys Fees**: The prevailing Party in any dispute under this Agreement will be entitled to recover from the non-prevailing Party its reasonable attorneys fees, expenses and court costs in connection with any original action, any appeals, and any post-judgment proceedings to collect or enforce a judgment.

6.11 **Waiver**: Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of the length of time during which that failure continues, be deemed a waiver of that Party's right insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

6.12 **Entire Agreement**: This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties. An amendment to this Agreement may only be approved by an affirmative vote of at least three of the five (3 of 5) members of the City Council.

6.13 **Exhibits, Headings, Construction & Counterparts**: All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and *vice-versa*. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

6.14 **Time**: Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

6.15 **Authority for Execution**: The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in

conformity with City ordinances and other applicable legal requirements. Owner certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with its authority.

6.16 Property Rights: Owner expressly and unconditionally waive and release the City from any obligation to perform a takings impact assessment under the Texas Private Real Property Rights Act, Texas Government Code Chapter 2007, as it may apply to this Agreement, the Land, and the Project so long as this Agreement is in effect.

6.17 Notices: Any notices or approvals under this Agreement must be in writing may be sent by hand delivery, facsimile (with confirmation of delivery) or certified mail, return receipt requested, to the Parties at the following addresses or as such addresses may be changed from time to time by written notice to the other Parties:

CITY:

Original: City Administrator
City of Dripping Springs
P. O. Box 384
Dripping Springs, Texas 78620
Fax: (512) 858-5646

Copy to: Bojorquez Law Firm, PC
Attention: Alan J. Bojorquez
12325 Hymeadow Dr., Ste. 2-100
Austin, Texas 78750
Fax: (512) 250-0749

OWNER:

Original: Anarene Investments Ltd.
c/o Graham Hill
2800 JPMorgan Chase Tower
600 Travis
Houston, TX 77002
Fax (713) 229-2618

Copy to: Baker & Robertson
Attn: Rex G. Baker, III
P O Box 718
Dripping Springs, Texas 78620

Either City or Owner may change its mailing address at any time by giving written notice of such change to the other in the manner provided herein at least ten days prior to the date such change is effected. All notices under this Agreement will be deemed given on the earlier of the date personal delivery is affected or on the delivery date or attempted delivery date shown on the return receipt or facsimile confirmation.

6.18 Exhibits: The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A	-	Description of the Land
Exhibit B	-	Survey of Parkland
Exhibit C	-	Hill Tops Preservation
Exhibit D	-	Concept Plan
Exhibit E	-	Variance List
Exhibit F	-	Approved Plant List

STATE OF TEXAS §
§
COUNTY OF HAYS §

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below, to be effective on the date the last party signs.

CITY OF DRIPPING SPRINGS:

By: _____
Todd Purcell, Mayor

Date: 1/13/2015

This instrument was acknowledged on this 13th day of January, 2015 by **Todd Purcell,** Mayor of the City of Dripping Springs, Texas, a Texas general law municipality, on behalf of said municipality.

_____
Notary Public, State of Texas

LAURIE WHIPPLE
Notary Public, State of Texas
My Commission Expires
MAY 13, 2018

STATE OF TEXAS §
§
COUNTY OF HAYS §

OWNER:
Anarene Investments Ltd.
a Texas limited partnership
by its general partner:
Anarene Management, LLC
a Texas limited liability company

By: _____
Title: Manager

Date: 8/13/2015

This instrument was acknowledged before me of this 13th day of August, 2015 by J. Graham Hill, Manager of Anarene Management, LLC, a Texas limited liability company, which is the general partner of Anarene Investments, Ltd., a Texas limited partnership, on behalf of said limited partnership.

KATE M. VAN CLEEF
MY COMMISSION EXPIRES
July 11, 2015
KMV

Kate Van Cleef
Notary Public, State of Texas

KATE VAN CLEEF
Notary Public, State of Texas
My Commission Expires
July 11, 2019

Exhibit A
Description of the Land

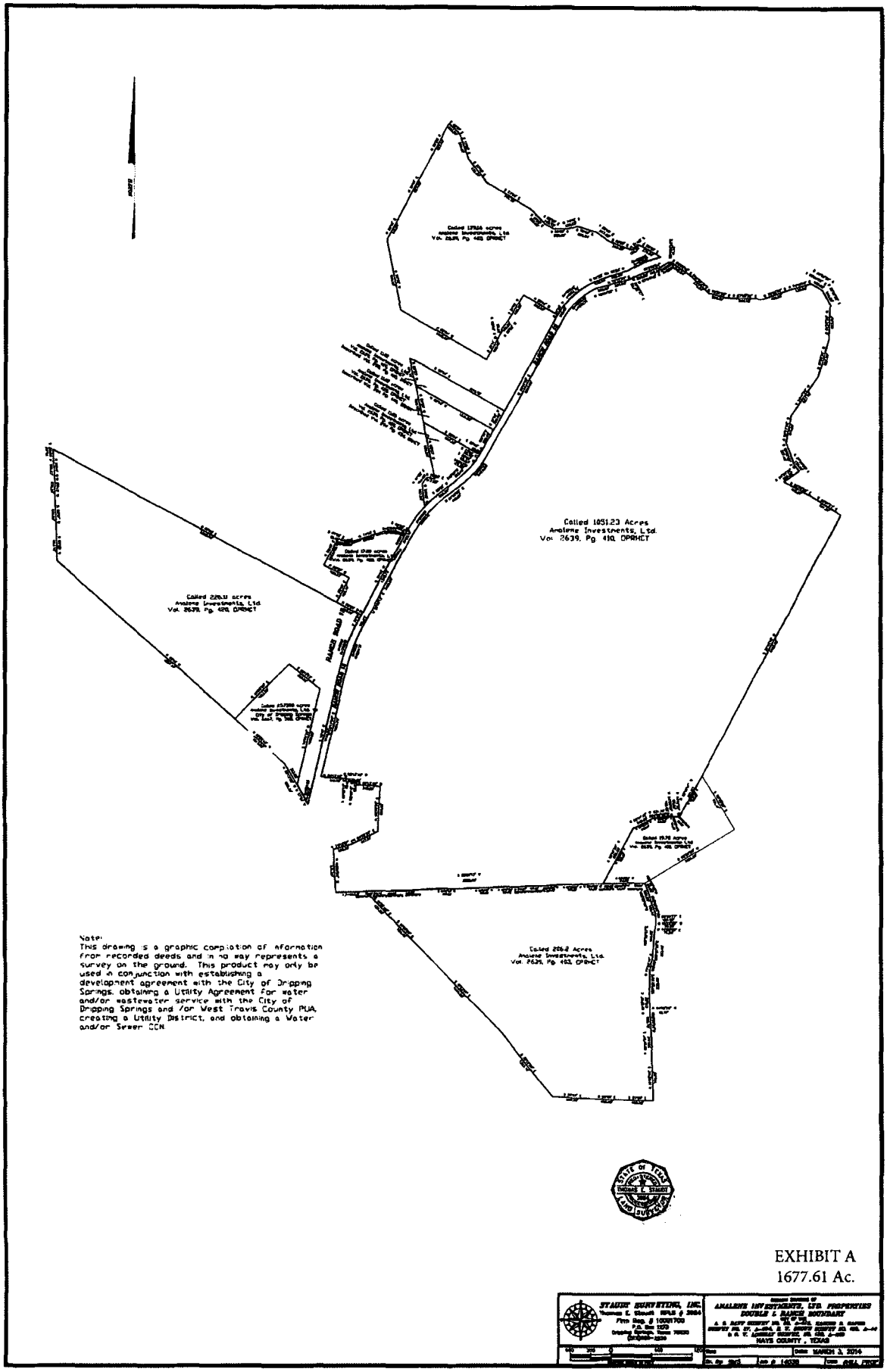
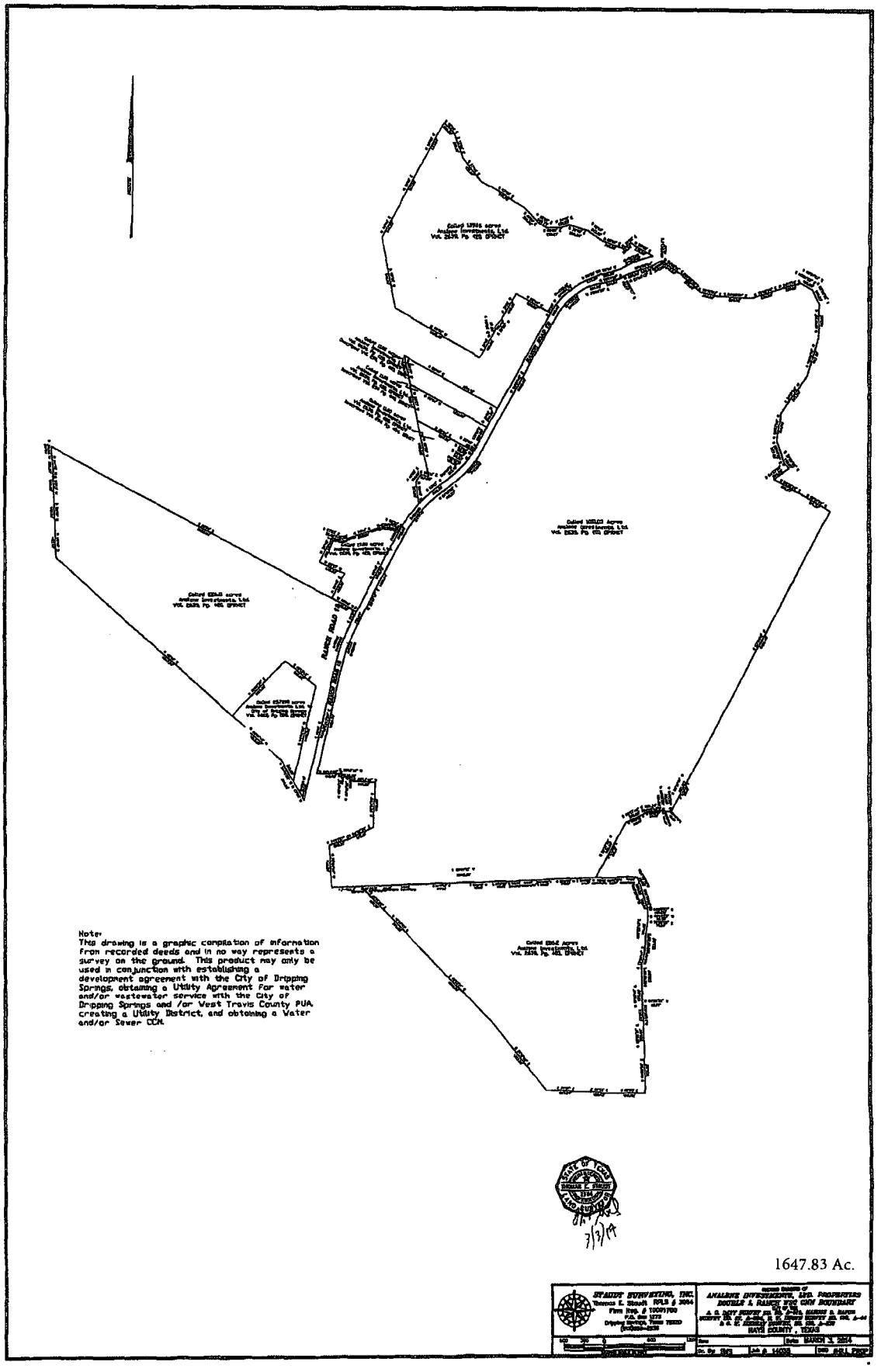


EXHIBIT A
1677.61 Ac.


Note:
This drawing is a graphic compilation of information from recorded deeds and in no way represents a survey on the ground. This product may only be used in conjunction with establishing a development agreement with the City of Dripping Springs, obtaining a Utility Agreement for water and/or wastewater service with the City of Dripping Springs and /or West Travis County PUA, creating a Utility District, and obtaining a Water and/or Sewer CCN.
7/3/14
1647.83 Ac.
STAUDT SURVEYING, INC.
MARCH 3, 2014
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

CALLED 1647.83 ACRES
DOUBLE L RANCH WSC
CCN BOUNDARY

DESCRIPTION

DESCRIPTION OF EIGHT (8) PARCELS OF LAND (1) CALLED TO BE 1051.23 ACRES OF LAND OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, A-148, THE MARCUS D. RAPER SURVEY NO. 37, A-394, AND THE EDWARD W. BROWN SURVEY NO. 136, A-44, DESCRIBED IN A DEED TO ANARENE INVESTMENTS, LTD., OF RECORD IN VOLUME 2639, PAGE 410, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS, (2) CALLED TO BE 206.2 ACRES OF LAND OUT OF THE EDWARD W. BROWN SURVEY NO. 136, A-44, AND THE PHILIP A. SMITH SURVEY NO. 26, A-415, DESCRIBED IN A DEED TO ANARENE INVESTMENTS, LTD., OF RECORD IN VOLUME 2639, PAGE 403, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (3) CALLED TO BE 139.16 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, A-148, DESCRIBED AS TRACT 1, (4) CALLED TO BE 11.02 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 39, A-148, DESCRIBED AS TRACT 2, (5) CALLED TO BE 11.00 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, A-148, DESCRIBED AS TRACT 3, (6) CALLED TO BE 11.05 ACRES OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, A-148, DESCRIBED AS TRACT 4, (7) CALLED TO BE 226.11 ACRES OUT OF THE EDWARD W. BROWN SURVEY NO. 136, A-44, DESCRIBED AS TRACT 5, SAVE AND EXCEPT 25.7398 ACRES DESCRIBED IN A DEED TO THE CITY OF DRIPPING SPRINGS, OF RECORD IN VOLUME 4467, PAGE 508, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND (8) CALLED TO BE 17.80 ACRES OUT OF THE GEORGE W. LINDSEY SURVEY NO. 138, A-280, AND THE EDWARD W. BROWN SURVEY NO. 136, A-44, (3-8) ALL DESCRIBED IN A DEED TO ANARENE INVESTMENTS, LTD., OF RECORD IN VOLUME 2639, PAGE 420, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. THE FOLLOWING DESCRIPTION IS A COMPILATION OF INFORMATION FROM THE ABOVE MENTIONED DEEDS OF RECORD AND IN NO WAY REPRESENTS A SURVEY ON THE GROUND.

BEGINNING in the easterly right-of-way of Ranch Road 12, at the northwest corner of said 1051.23 acre tract;

THENCE, with the northerly and easterly lines of said 1051.23. acre tract the following twenty-five (25) courses:

1) N 84° 54' 13" E, 41.10 feet;
2) S 54° 58' 12" E, 349.54 feet;
3) S 46° 30' 30" E, 373.94 feet;
4) S 75° 31' 52" E, 280.39 feet;
5) S 87° 28' 36" E, 509.18 feet;
6) N 70° 52' 58" E, 436.06 feet;
7) N 74° 15' 19" E, 335.56 feet;
8) S 60° 04' 22" E, 195.80 feet;
9) S 28° 26' 22" E, 244.50 feet;

10) S 01° 37' 38" W, 503.50 feet;
11) S 16° 09' 38" W, 587.50 feet;
12) S 34° 41' 38" W, 697.70 feet;
13) S 09° 57' 38" W, 414.80 feet;
14) S 20° 16' 22" E, 327.40 feet;
15) S 37° 29' 22" E, 126.60 feet;
16) S 54° 33' 38" W, 280.20 feet;
17) S 62° 30' 22" E, 466.67 feet;
18) S 58° 21' 22" E, 511.36 feet;
19) S 27° 42' 18" W, 4426.48 feet;
20) S 28° 10' 17" W, 681.80 feet;
21) S 74° 11' 39" W, 55.56 feet;
22) N 84° 50' 56" W, 102.00 feet;
23) S 84° 06' 42" W, 231.74 feet;
24) S 63° 17' 48" W, 345.25 feet;
25) S 28° 25' 33" W, 932.33 feet to a point in the north line of said 206.2 acre tract;

THENCE, with the north line of said 206.2 acre tract the following three (3) courses:
1) S 88° 04' 36" E, 289.83 feet;
2) N 87° 27' 18" E, 140.37 feet;
3) S 86° 01' 32" W, 184.97 feet to the northeast corner of said 206.2 acre tract;

THENCE, with the east line of said 206.2 acre tract the following fifteen (15) courses:
1) S 24° 30' 16" E, 46.65 feet;
2) S 15° 29' 56" E, 280.55 feet;
3) S 15° 36' 02" E, 182.44 feet;
4) S 06° 30' 37" W, 104.00 feet;
5) S 02° 19' 28" E, 55.08 feet;
6) S 14° 50' 58" W, 71.24 feet;
7) S 07° 20' 07" W, 154.45 feet;
8) S 07° 07' 05" W, 263.18 feet;
9) S 17° 20' 44" W, 196.99 feet;
10) S 01° 55' 39" W 330.60 feet;
11) S 01° 28' 16" W, 273.89 feet;
12) S 04° 26' 22" E, 42.77 feet;
13) S 00° 29' 14" E 238.72 feet;
14) S 00° 26' 31" W, 353.54 feet;
15) S 01° 05' 28" W, 706.28 feet to the southeast corner of said 206.2 acre tract;

THENCE, with the south line of said 206.28 acre tract, the following three (3) courses:
1) N 87° 23' W, 482.22 feet;
2) N 84° 43' W, 425.43 feet;
3) N 84° 47' W, 587.97 feet to the southwest corner of said 206.2 acre tract;

THENCE, with the westerly line of said 206.2 acre tract, the following four (4) courses:
1) N 35° 19' 20" W, 1263.76 feet;

2) N 41° 23' 11" W, 1696.56 feet;
3) N 41° 43' 03" W, 764.40 feet;
4) N 41° 16' 40" W, 437.00 feet to a point in the south line of said 1051.23 acre tract at the northwest corner of said 206.2 acre tract;

THENCE, S 88° 07' 17"W, approximately 443.3 feet (calculated) to the most southerly southwest corner of said 1051.23 acre tract;

THENCE, with a westerly line of said 1051.23 acre tract, the following nine (9) courses:
1) N 03° 04' 29" W, 631.00 feet;
2) N 74° 12' 57" E, 295.30 feet;
3) N 64° 28' 29" E, 427.51 feet;
4) N 02° 32' 52" E 669.83 feet;
5) N 86 13' 48" W, 349.56 feet;
6) N 03° 46' 12" E, 50.00 feet;
7) N 86° 13' 48" W, 120.00 feet;
8) N 03° 46' 12" E, 40.00 feet;
9) N 86° 13' 48" W, 418.83 feet to a point in the west right-of-way line of said Ranch Road 12, at the most westerly southwest corner of said 1051.23 acre tract;

THENCE, S 26° 09' 19" W, across said Ranch Road 12, 456.1 feet (calculated), to the southeast corner of said 226.11 acre tract;

THENCE, N 27° 34' W, with the south line of said 226.11 acre tract, 325.2 feet (calculated) to the southeast corner of said 25.7398 acre tract out of said 226.11 acre tract;

THENCE, N 14° 36' 32" E, with the easterly line of said 25.7398 acre tract, 1469.96 feet;

THENCE, N 49° 13' 13" W, with the northerly line of said 25.7398 acre tract, 598.82 feet;

THENCE, S 45° 59' 39" W, with the westerly line of said 25.7398 acre tract, 1153.28 feet to a point in the south line of said 226.11 acre tract, at the southwest corner of said 25.7398 acre tract;

THENCE, N 46° 16' W, with the southerly line of said 226.11 acre tract, 4567.50 feet to the southwest corner of said 226.11 acre tract;

THENCE, with the west line of said 226.11 acre tract, the following five (5) courses:
1) N 00° 25' W, 453.14 feet;
2) N 00° 31' W 460.69 feet;
3) N 00° 13' W, 335.96 feet;
4) N 00° 10' W, 332.87 feet;
5) N 00° 02' E, 70.40 feet to the northwest corner of said 226.11 acre tract;

THENCE, S 60° 00' E, with the northerly line of said 226.11 acre tract, 4804.0 feet (calculated) to the southwest corner of said 17.80 acre tract;

THENCE, with the westerly line of said 17.80 acre tract, the following three (3) courses:
1) N 29° 48' E, 406.76 feet;
2) N 62° 27' W, 425.33 feet;
3) N 29° 48' E, 385.15 feet passing the southerly right-of-way line of a 50 foot roadway easement, and continuing for a total distance of 410.34 feet to a point in the centerline of said roadway easement at the northwest corner of said 17.80 acre tract;

THENCE, with the centerline of said right-of-way easement, the following five (5) courses:
1) S 67° 33' E, 21.40 feet;
2) A curve to the left having an arc distance of 192.52 feet, the chord of which bears S 86° 40' E, 188.97 feet;
3) N 74° 13' E, 544.89 feet;
4) A curve to the right having an arc distance of 192.03 feet, the chord of which bears S 86° 04' E, 188.26 feet;
5) S 66° 20' E, 109.07 feet to a point in the westerly right-of-way line of said Ranch Road 12, at the northeast corner of said 17.80 acre tract;

THENCE, with the westerly right-of-way line of said Ranch Road 12, a curve to the right having a radius of 1959.86 feet, an arc distance of 511.4 feet, and a chord which bears N 36° 06' 22" E, 510.0 feet (calculated) to the most southerly corner of said 11.05 acre tract;

THENCE, with the westerly line of said 11.05 acre tract, said 11.00 acre tract, and said 11.02 acre tract, the following four (4) courses:
1) N 04° 48' W, 327.50 feet;
2) N 41° 55' E, 114.00 feet;
3) S 75° 06' E, 117.50 feet;
4) N 09° 37' W, at 852.55 feet passing the northwesterly corner of said 11.05 acre tract, same being the southwesterly corner of said 11.00 acre tract, at 1402.67 feet, passing the northwesterly corner of said 11.00 acre tract, same being the southwesterly corner of said 11.02 acre tract, and continuing for a total distance of 1833.86 feet to the northwesterly corner of said 11.02 acre tract;

THENCE, S 58° 44' E, with the northerly line of said 11.02 acre tract, 1614.18 feet to a point in the westerly right-of-way line of said Ranch Road 12, at the northeasterly corner of said 11.02 acre tract;

THENCE, N 29° 01' 42" E, with the westerly right-of-way line of said Ranch Road 12, 1614.9 feet (calculated) to the most easterly southeast corner of said 139.16 acre tract;

THENCE, N 58° 44' W, with the easterly south line of said 139.16 acre tract, 600.00 feet to an ell corner of said 139.16 acre tract;

THENCE, with an easterly line of said 139.16 acre tract, the following four (4) courses:
1) S 31° 16' W, 446.38 feet;
2) S 39° 56' W, 156.68 feet;

3) S 08° 04' E, 37.25 feet;
4) S 31° 16' W, 469.92 feet to the most southerly southeast corner of said 139.16 acre tract;

THENCE, N 58° 44' W, with the westerly south line of said 139.16 acre tract, 1466.48 feet to the most southerly southwest corner of said 139.16 acre tract;

THENCE, with the westerly line of said 139.16 acre tract, the following four (4) courses:
1) N 09° 36' W, 910.69 feet;
2) N 29° 46' E, 541.97 feet;
3) N 29° 51' E, 867.20 feet;
4) N 29° 58' E, 537.44 feet to the northwest corner of said 139.16 acre tract;

THENCE, with the northerly line of said 139.16 acre tract, the following thirteen (13) courses:
1) S 42° 30' E, 225.80 feet;
2) S 17° 52' E, 395.01 feet;
3) S 37° 43' E, 432.07 feet;
4) S 57° 56' E, 741.70 feet;
5) S 41° 58' E, 328.55 feet;
6) S 59° 20' E, 143.73 feet;
7) S 88° 59' E, 220.97 feet;
8) N 74° 41' E, 139.23 feet;
9) S 70° 49' E, 284.34 feet;
10) S 52° 43' E, 247.45 feet;
11) S 68° 29' E, 358.25 feet;
12) N 51° 55' E, 134.38 feet;
13) S 58° 25' E, 379.90 feet to a point in the westerly right-of-way line of said Ranch Road 12, at the northeast corner of said 139.16 acre tract;

THENCE, S 56° 03' 31" E, across said Ranch Road 12, 137.2 feet (calculated), to the POINT OF BEGINNING. THE BEARINGS AND DISTANCES SHOWN HEREON ARE THOSE OF THE RECORDED DEEDS AND MAY NOT REPRESENT A CLOSED FIGURE. THIS PRODUCT MAY ONLY BE USED IN CONJUNCTION WITH ESTABLISHING A DEVELOPMENT AGREEMENT WITH THE CITY OF DRIPPING SPRINGS, OBTAINING A UTILITY AGREEMENT FOR WATER AND/OR WASTEWATER SERVICE WITH THE CITY OF DIPPING SPRINGS AND/OR WEST TRAVIS COUNTY PUA, CREATING A UTILITY DISTRICT, AND OBTAINING A WATER AND/OR SEWER CNN.

Description accompanied by drawing.
Prepared by: Staudt Surveying, Inc.
P.O. Box 1273
Dripping Springs, Texas 78620
512-858-2236
Firm Reg. No. 10091700

STATE OF TEXAS REGISTERED THOMAS E. STAUDT 3984 PROFESSIONAL LAND SURVEYOR

3/3/19

Thomas E. Staudt Registered Professional Land Surveyor No. 3984 Date

Bk Vol Pg
05005564 OPR 2639 402

FIELD NOTES DESCRIPTION FOR 29.78 ACRES OF THE HAZY HILLS RANCH IN HAYS COUNTY, TEXAS

Exhibit A

Being all of a certain tract or parcel of land containing 29.78 acres, more or less, out of Edward Brown Survey No. 136, Abstract No. 44, in Hays County, Texas, part of 1539.45 acres conveyed from Susan Townes Parker Gesford to Paul Pressler Family Generation Skipping Trust, et al, by a General Warranty Deed executed the 7th day of November, 2001, and recorded in Volume 1911 at Page 481 of the Official Public Records of Hays County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron stake found at a fence corner, a reentrant corner of said 1539.45 acres, a north corner of 291½ acres conveyed from Fred J. Morris, et ux, to Cynosure Corporation by a Warranty Deed executed the 6th day of February, 1973, and recorded in Volume 258 at Page 123 of the Deed Records of Hays County, Texas; which point bears 6662.22 ft. N29°40'51"W. from a 60'd' nail set in a rock mound found at or near the southeast corner of said Survey No. 136;

THENCE, along or near a fence, with the common line between said 1539.45 and 291½ acres, S60°36'50"W., 1551.06 ft. to a ½" iron pipe found for the north common corner between said 291½ acres and 206.2 acres conveyed from Jaye Wright, Trustee, to John Luke Hill, Jr., by a Warranty Deed executed the 3rd day of July, 1990, and recorded in Volume 852 at Page 247 of the Official Public Records of Hays County, Texas;

THENCE, along or near a fence (along and possibly overlapping ±0.03 acre of said 206.2 acres), with the south line of said 1539.45 acres, N89°16'39"W., 614.05 ft. to a ½" iron pipe found at a fence corner for the most westerly corner of said 1539.45 acres, a southeast corner of 1051.23 acres conveyed from John L. Hill, Jr., et ux, to Melinda Hill Perrin, et al, by a Warranty Deed executed the 31st day of December, 1999, and recorded in Volume 1619 at Page 471 of the Official Public Records of Hays County, Texas;

THENCE, along or near a fence, with the common line between said 1539.45 and 1051.23 acre tracts, N30°04'19"E., at approximately 493 ft. passing 10 ft. S60°E. from a fence angle post, then continuing not along a fence for a total distance of 932.29 ft. to a ½" iron stake found in the bed of a creek; N65°02'34"E., along the creek bed, 345.19 ft. to a ½" iron stake set in an X found marked on rock; N85°37'07"E., 231.56 ft. to a found ½" iron stake; S82°33'09"E., 101.97 ft. to a set ½" iron stake; N73°02'04"E., 55.50 ft to a set ½" iron stake; N29°57'45"E., at approximately 63 ft. crossing a fence, at approximately 68 ft. passing approximately 9 ft. N60°W. from a fence angle post, at approximately 135 ft. passing approximately 3 ft. N60°W. from a fence angle post, then continuing along or near a fence for a total distance of 681.05 ft. to a ⅜" iron stake found in a rock mound for the north corner of the herein described tract;

THENCE, upon, over and across said 1539 45 acres, S29°36'26"E., 931.41 ft. to the PLACE OF BEGINNING.

I hereby certify that this field notes description and accompanying plat are accurate representations of the property contained therein as determined by a survey made on the ground under my direction and supervision, except no survey was made to reestablish Patent Survey lines or Corners; that all property corners are as stated. (Bearing basis = True north based on GPS observations)

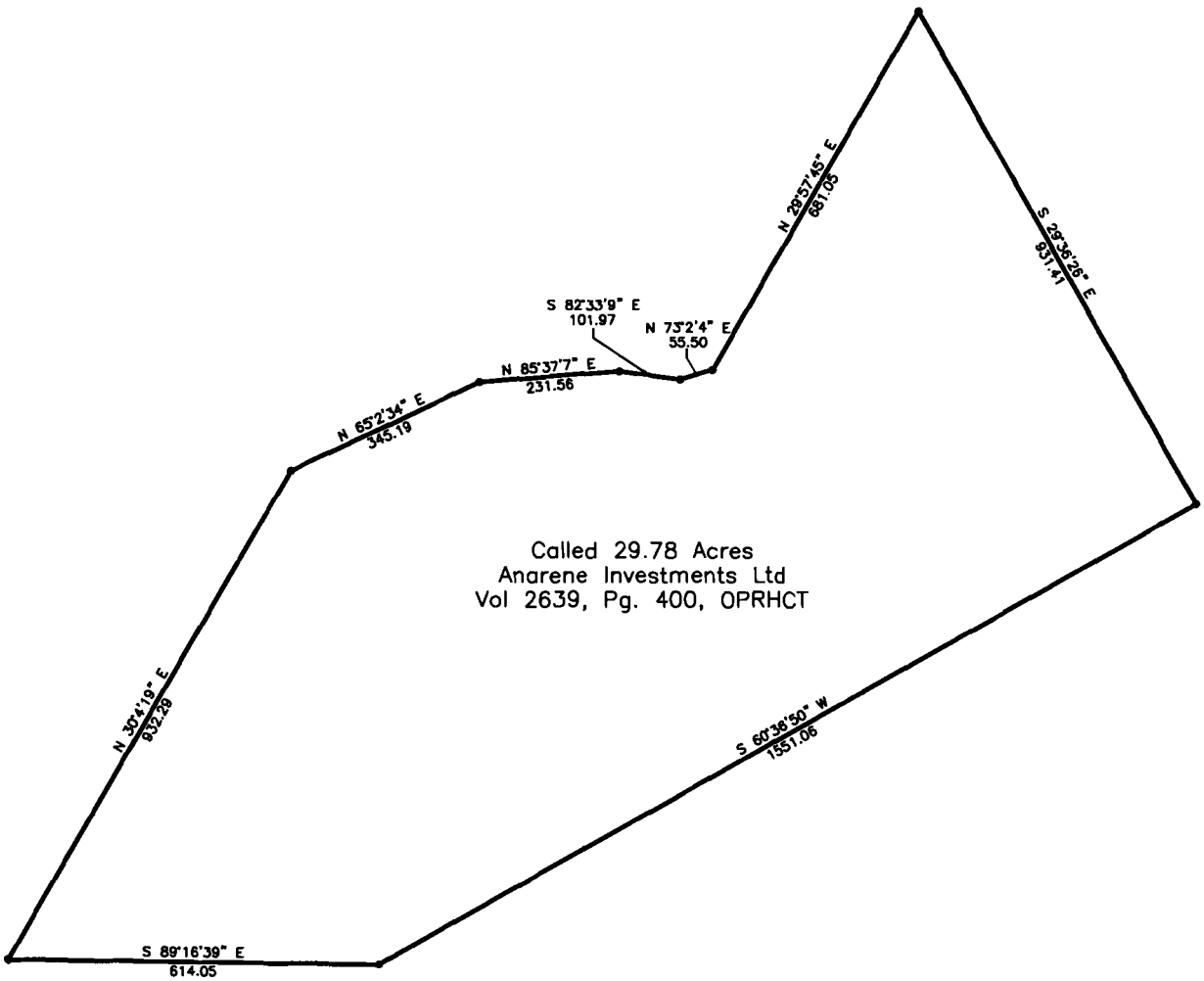
STATE OF TEXAS REGISTERED MIKE A. GROGAN 5296 PROFESSIONAL LAND SURVEYOR

Dates surveyed: March 2nd thru March 17th and April 9th, 2004
Dated this 4th day of May, 2004

Mike A. Grogan
Registered Professional Land Surveyor No. 5296

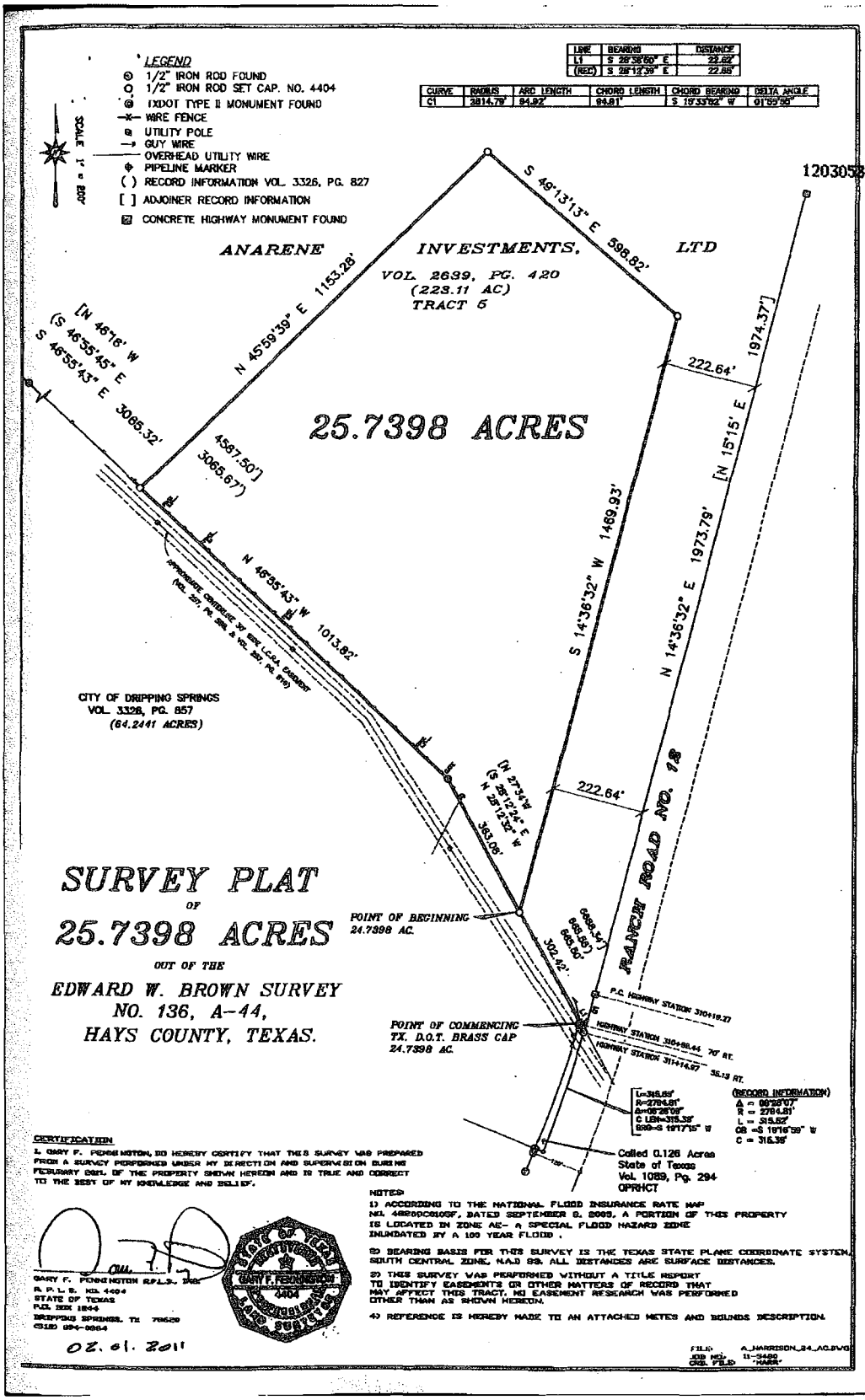
GROGAN SURVEYING • P O. BOX 1356 • 1135 HWY. 173 N • BANDERA, TX 78003 • PH/FAX (830) 796-7177

Filed for Record in:
Hays County
On: Mar 03,2005 at 10:36A
Document Number: 05005564
Amount: 18.00
Receipt Number - 119751
By,
Lynn Curry, Deputy
Lee Carlisle, County Clerk
Hays County



Note:
This sketch was prepared using field notes prepared by Mike A, Grogan, Registered Professional Land Surveyor No. 5296, who certified that the field notes were accurate representations of the property contained therein as determined by a survey made on the ground on March 2 through March 17 and April 9, 2004. Field notes dated May 4, 2004.

Exhibit B
Survey of Parkland



PARKLAND DEDICATION PARCEL

EXHIBIT B

12.16.14

Exhibit C - Hill Tops Preservation

Item # 1.

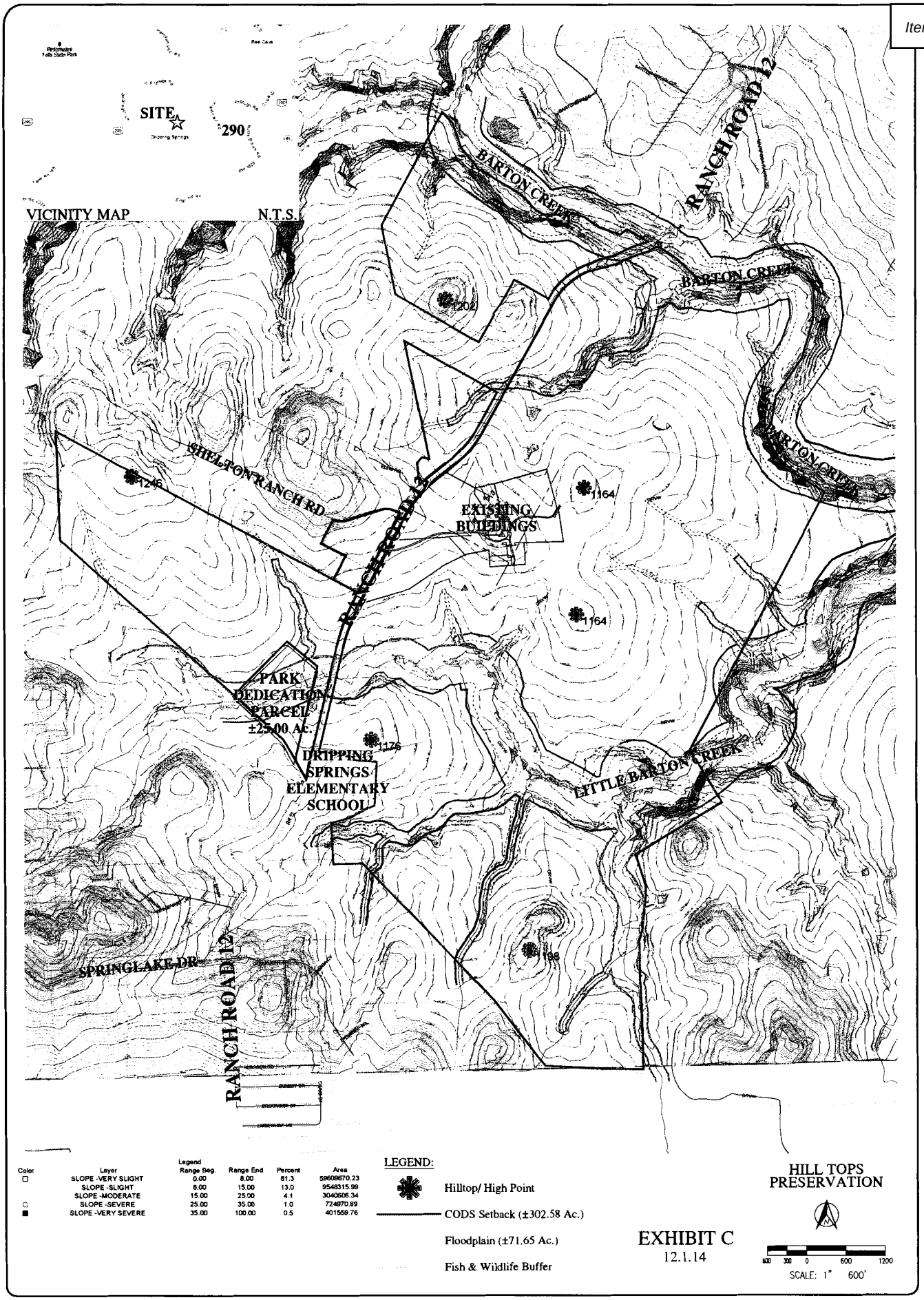

VICINITY MAP
N.T.S.
SITE
290
BARTON CREEK
RANCH ROAD 12
BARTON CREEK
BARTON CREEK
SHELTON RANCH RD
EXISTING BUILDINGS
PARK DEDICATION PARCEL ±25.00 Ac.
DRIPPING SPRINGS ELEMENTARY SCHOOL
LITTLE BARTON CREEK
SPRINGLAKE DR
RANCH ROAD 12
1246
1164
1164
1176
1198
Legend
Color Layer Range Beg. Range End Percent Area
SLOPE -VERY SLIGHT 0.00 8.00 81.3 59609670.23
SLOPE -SLIGHT 8.00 15.00 13.0 9548315.99
SLOPE -MODERATE 15.00 25.00 4.1 3040606.34
SLOPE -SEVERE 25.00 35.00 1.0 724970.89
SLOPE -VERY SEVERE 35.00 100.00 0.5 401559.76
LEGEND:
Hilltop/ High Point
CODS Setback (±302.58 Ac.)
Floodplain (±71.65 Ac.)
Fish & Wildlife Buffer
HILL TOPS PRESERVATION
EXHIBIT C
12.1.14
SCALE: 1" 600'

Exhibit D
Concept Plan

LAND USE SUMMARY

Commercial/Retail	±83.55 Ac.
Employment Business Center	±155.88 Ac.
Mixed-Use Community Center	±64.19 Ac.
Mixed-Use Residential	±138.49 Ac.
Single Family	±692.11 Ac.
Single Family Estate	±156.62 Ac.
Development Parcel Total	±1,290.84 Ac.
Proposed Roads	±67.41 Ac.
Open Space	±244.56 Ac.
Floodplain	±74.80 Ac.
Total	±1,677.61 Ac.

GENERAL NOTES:

1) This plan is conceptual in nature and subject to change.

2) Proposed land uses may be revised and/or transferred to other portions of this conceptual plan.

3) Roadway stub outs have been provided except where topographic or land ownership constraints prohibit connectivity to other parcels.

4) Water quality buffer zones indicated by dashed lines may be altered in accordance with the development agreement.

LEGEND:

-------- Water Quality Buffer Zone
Floodplain
Fish & Wildlife Buffer

CONCEPTUAL MASTER PLAN

EXHIBIT D

11.7.14

600 300 0 600 1200

SCALE: 1" = 600'

THE BOUNDARY USED FOR THIS ANALYSIS IS APPROXIMATE

Exhibit E
Variance List

EXHIBIT E

November 6, 2014

EXHIBIT E - LIST OF VARIANCES & ALTERNATIVE STANDARDS					
#	Ordinance	Description	Requirement	Requested Variance	Justification
Chapter 22, Water Quality Protection					
1	22.05.016(a)(2)	Maximum Impervious Cover	Sets maximum impervious cover for site development plans within the Edwards Aquifer contributing zone and the ETJ to 35%	Maximum impervious cover for all site development plans within the Edwards Aquifer will be as tabulated in Section 3.1.4 of the Agreement.	Overall project impervious cover to be 35% maximum.
Chapter 23, Zoning					
2	3.11.4(a),(2)&(3)	Lot Widths and Depths	Width = 100' Depth = 150'	For Residential Use: Width = 50' Depth = 120'	For Residential Use: Width = 50' Depth = 120'
Chapter 28, Subdivisions and Site Development					
3	(Exhibit A), 11.21.1	Residential block lengths	Shall not exceed one thousand two hundred (1,200) feet between centerlines of street intersections	Shall not exceed three thousand (3,000) feet between centerlines of street intersections as per Conceptual Plan due to topography	To respond to topographic conditions.
4	(Exhibit A), 14.6	Minimum Lot Sizes	For lots using surface water and public wastewater system is 0.75 acres	For lots using surface water and public wastewater system is 6,000 square feet	To have the ability to respond to evolving and diversified housing market. To provide a variety of housing types with variety of lot sizes.
5	Section 5.4.3 Dripping Springs	Construction and installation of required public improvements and City utilities	Requires construction and installation of required public improvements & City utilities prior to approval of final plat	Fiscal security not required prior to final plat approval provided the owner agrees to construct improvements in a manner approved by the City Engineer.	Provide necessary flexibility for platting a large scale development.
TCSS					
6	Section 2.3.2, Hays Cnty Dev. Regs Table 721.02	Minimum Centerline Radius	Urbanized Local = 200 feet Minor Collector = 375 feet Major Collector = 675 feet Minor Arterial = 975 feet	Urbanized Local = 180 feet Minor Collector = 300 feet Major Collector = 500 feet Minor Arterial = 500 feet	Complies with AASHTO standards relative to proposed design speeds. Preserves natural character by minimizing impacts to existing topography.
7	Section 2.3.2, Hays Cnty Dev. Regs Table 721.02	Minimum Tangent Length	Major Collector = 300 feet Minor Arterial = 500 feet	Major Collector = 150 feet Minor Arterial = 200 feet	Complies relative to proposed design speed.

Exhibit F
Approved Plant List

EXHIBIT F

Approved Plant List

For landscaping, developer, builders, and home owners will follow guidelines as specified for Western Zone, Edwards Plateau in ***Native and Adapted Landscape Plants an earthwise guide for Central Texas Fifth Edition, 2013*** published by Texas A&M Agrilife Extension, City of Austin, and growgreen.org (commonly referred to as Austin Grow Green booklet). Any plant listed as invasive on page 53 of Austin Grow Green Fifth Edition is prohibited from use.

****** Electronically Filed Document ******

Hays County Texas
Liz Q. Gonzalez
County Clerk

Document Number: 2012-12030401
Recorded As : ELECTRONIC RECORDING

Recorded On:	October 23, 2012
Recorded At:	01:04:25 pm
Number of Pages:	27
Book-VI/Pg:	Bk-OPR VI-4466 Pg-327
Recording Fee:	$116.00

Parties:

Direct- DRIPPING SPRINGS CITY OF
Indirect- ANARENE INVESTMENTS LTD

Receipt Number:	318115
Processed By:	Lynn Curry

************** THIS PAGE IS PART OF THE INSTRUMENT **************

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

COUNTY COURT OF HAYS COUNTY, TEXAS

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Liz Q. Gonzalez, County Clerk

70 2012 12030538

Hays County
Liz Q. Gonzalez
County Clerk
San Marcos, Texas 78666

Instrument Number: **2012-12030538**

As

OPR RECORDINGS

Recorded On: **October 23, 2012**

Parties: **DRIPPING SPRINGS CITY OF**

To **ANARENE INVESTMENTS LTD**

Billable Pages: 26

Number of Pages: 27

Comment:

(Parties listed above are for Clerks reference only)

** **Examined and Charged as Follows:** **

OPR RECORDINGS	116.00
Total Recording:	**116.00**

************ **DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT** ************

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2012-12030538
Receipt Number: 318215
Recorded Date/Time: October 23, 2012 04:24:12P
Book-Vol/Pg: BK-OPR VL-4467 PG-477
User / Station: L Curry - Cashering #1

Record and Return To:

BAKER & ROBERTSON
P.O BOX 718
DRIPPING SPRINGS TX 78620

State of Texas |
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Liz Q Gonzalez

Liz Q.Gonzalez, County CLerk

Draft "E"

DEVELOPMENT AGREEMENT FOR ANARENE INVESTMENTS TRACT

STATE OF TEXAS §
§
COUNTY OF HAYS §

This Development Agreement ("Agreement") is between the City of Dripping Springs, (the "City"), and Anarene Investments Ltd., a Texas limited partnership ("Owner"). In this Agreement, the City and Owner are sometimes individually referred to as a "Party," and collectively referred to as the "Parties".

RECITALS:

WHEREAS, Owner has approximately 1,696 acres of land (the "Land") located within the extraterritorial jurisdiction (ETJ) of the City and in Hays County, Texas (the "County"), which is more fully described on *Exhibit A* attached hereto and incorporated herein for all purposes; and

WHEREAS, Owner intends to develop the Land as a master-planned community that will include residential and commercial uses, together with open space to benefit the residents and property owners of the community, as well as other residents of the City, the City's ETJ, and the County. In this Agreement, the Land, as it will be developed, is sometimes referred to as the "Project;" and

WHEREAS, the City is located in a rapidly growing area of the County and new construction and land development will impact the future character of the City; and

WHEREAS, the City has adopted a Comprehensive Plan to guide the City in planning for future growth and development, and the City Council finds that this Agreement is consistent with the Comprehensive Plan; and

WHEREAS, the City has determined that development agreements with developers of master-planned communities such as the Project will benefit the City by establishing land use controls; providing for the construction of appropriate and necessary utility, roadway and drainage infrastructure; encouraging economic development; protecting the environment; preserving native habitat and endangered species; and promoting the welfare of the citizens of the City and its ETJ; and

WHEREAS, the City and Owner are striving to achieve balance between the pressures of urbanization and the shared desires to protect the public safety, and conserve the hill country scenery and native habitat; and

WHEREAS, this Agreement grants Owner a measure of predictability in terms of applicable municipal regulations and development fees; and

WHEREAS, this Agreement grants the City the public benefits related to the application of certain municipal regulations in the ETJ, including lighting regulations; and

WHEREAS, Owner and the City wish to enter into this Agreement to provide an alternative to the City's typical regulatory process for development; encourage innovative and comprehensive master-planning of the Land; provide a level of certainty of regulatory requirements throughout the term of this Agreement; and provide assurances of a high-quality development that will benefit the present and future residents of the City, the City's ETJ and the County; and

WHEREAS, the City is statutorily authorized to enter into such contracts with owners of property located in the City's ETJ pursuant to Texas Local Government Code Section 212.172; and

THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and Owner agree as follows:

ARTICLE 1. DEFINITIONS

1.1 **Agreement**: This contract between the City of Dripping Springs, Texas and Owner, including all Exhibits, which are incorporated herein for all intents and purposes.

1.2 **Applicable Rules:**

Applicable Rules: The City Rules that, as modified by the Project Approvals and variances granted concurrent with this Agreement, if any, exist on the Effective Date of this Agreement and will be applicable to the development of the Property for the term of this Agreement. This term does not include Zoning, Building Codes, Landscaping, Lighting, Sign, or Exterior Design standards, as those regulations may apply or hereafter be applied to ***non-residential*** properties. This term does not include regulations mandated by state law, or that are necessary to prevent imminent harm to human safety or property, which may be modified and made applicable to the Project even after the Effective Date.

1.3 **City**: The City of Dripping Springs, an incorporated Type A, general-law municipality located in Hays County, Texas.

1.4 **City Council**: The governing body of the City of Dripping Springs, Texas.

1.5 **City Engineer**: The person or firm designated by the City Council as the engineer for the City of Dripping Springs, Texas.

1.6 **City Rules**: The entirety of the City's Code of Ordinances, regulations and official policies, except as modified by this Agreement.

1.7 **County**: Hays County, Texas.

1.8 **Effective Date**: The date upon which this Agreement is executed by all Parties.

1.9 **Home Owners Association (HOA):** is an organization created by a real estate developer for the purpose of controlling the appearance and managing any common-area assets during the marketing, managing, and selling of homes and sites in a residential subdivision. It grants the developer privileged voting rights in governing the association, while allowing the developer to exit financial and legal responsibility of the organization, typically by transferring ownership of the association to the homeowners after selling off a predetermined number of lots.

1.10 **Impervious Cover Percentage:** The percentage calculated by dividing the total acres of impervious cover on the Land by the total number of acres included in the Land. Whether or not outdoor decks are included in the calculation of impervious cover shall be determined by the City Engineer based on the deck design and materials. In the calculation of impervious cover, the following shall be characterized as ***pervious*** for all purposes: open space, greenbelt, park, irrigation field, flood plain, water quality and/or drainage facility and/or area not lined with impermeable material, detention facility not lined with impermeable material, swale, irrigation area, playground, athletic fields, granite and/or pea gravel trail.

1.11 **Land**: Approximately 1,696 acres of land, in Hays County, Texas, more fully described on the attached *Exhibit A*.

1.12 **Master Plan**: The master plan of the City, originally presented in 1984, as may be amended, modified or supplemented by the City, in conjunction with the Comprehensive Plan.

1.13 **Project:** The term as defined by Texas Local Government Code Chapter 245, as may be amended. The term refers to a specific property use and/or improvement undertaken on the Land, as documented in a manner that provides the City with fair notice.

1.14 **Project Approvals:** All aspects of the Project outside the current scope of work will require prior approval by the City Council.

1.15 **Parkland:** Parkland is a platted tract of land designated and used for recreation or open space.

1.16 **Owner**: Anarene Investments Ltd., a Texas limited partnership, and any subsequent owner(s).

1.17 **TCEQ**: Texas Commission on Environmental Quality, or its successor agencies.

1.18 **TxDOT**: Texas Department of Transportation, or its successor agencies.

ARTICLE 2. PUBLIC BENEFITS, INFRASTRUCTURE & AMENITIES

2.1 **Purpose:** The development of the Land under this Agreement is intended to: (a) allow housing and commercial development within its ETJ to occur in an orderly manner in order to protect the health, safety and welfare of the City's present and future citizens; and (b) promote the aesthetic enhancement of the City and its ETJ; and (c) promote a safe and attractive self sustaining community.

2.2 **Environmental Protection:** Owner will implement compliance with the following natural resource laws and regulations, to the extent applicable:

2.2.1 **Aquifer Protection:** Owner will comply with all applicable TCEQ regulations. Owner shall also take reasonable measures to protect the Trinity Aquifer, including at a minimum adherence to the above-cited Edwards Aquifer Rules for the Contributing Zone. If the development is a low-density development (less than fifteen (15%) Impervious Cover), no structural water quality controls will be required.

2.2.2 **Land Application Restrictions:** If the Project utilizes individual onsite sewage disposal and if treated sewage effluent is disposed of through irrigation, property owners within the Project shall comply with the applicable City, County, and TCEQ permits. The City reserves the right to comment on any permit application submitted by the Owner.

2.2.3 **Waterway Protection:** Owner shall obtain and comply with any authorizations from the US Army Corps of Engineers that may be required for road and utility crossings of creeks and construction of water quality protection infrastructure, including but not limited to Clean Water Act Section 404 Permitting.

2.2.4 **Stormwater Controls:** Owner will prepare and implement a stormwater pollution prevention plan in compliance with the TCEQ's Texas Pollution Discharge Elimination System stormwater general permit for construction-related stormwater discharges.

2.2.5 **Endangered Species:** Owner agrees to comply with the federal Endangered Species Act.

2.2.6 **Water Conservation Plan:** Owner shall comply with the City's plan, which has been approved by the Lower Colorado River Authority (LCRA).

2.3 **Parkland:** The Project will include approximately twenty-five (25) acres of parkland area to be dedicated and conveyed to the City of Dripping Springs, the land being more fully described on *Exhibit B* in meets & bounds and on a survey, attached hereto and incorporated herein for all purposes (the "Parkland"), and the form of the deed of conveyance being attached hereto as *Exhibit C*. The City agrees that, as part consideration for the dedication and conveyance of the Parkland, the City will name the Parkland and the pond located in the Parkland in accordance with written instructions from the representative of the John L. Hill, Jr. family, and will erect proper permanent signage that acknowledges the dedication and conveyance. The John L. Hill, Jr. family will not assign the naming rights granted herein. Additionally, this dedication and conveyance of the Parkland to the City shall fulfill all parkland dedication requirements of the Project to the City, including, but not limited to the requirements of Article 28.03 (Parkland Dedication) under the City's Code of Ordinances and Sections 19.1 and 19.4 (Subdivisions).

ARTICLE 3. PROPERTY DEVELOPMENT

3.1 **Governing Regulations**: For purposes of any vesting analysis, the Parties agree that the Effective Date shall be construed as the date upon which the Development Agreement is approved by the City Council of Dripping Springs. The Applicable Rules shall govern the Project, unless otherwise expressly provided in this Agreement. For the term of this Agreement, the development and use of the Land will be controlled by the terms of this Agreement, the Project Approvals and the Applicable Rules. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

ARTICLE 4. FINANCING DISTRICT

4.1 **Consent to Creation of District**: In accordance with Texas Local Government Code, Section 42.042, the City has considered the creation of conservation and reclamation districts, authorized pursuant to Texas Constitution Article III, Section 52, or Article XVI, Section 59 covering all or portions of the Land (the "Districts"). The City indicates its conceptual support for creation of the Districts pursuant to Section 42.042, Texas Local Government Code at the time of approval of this Agreement. The City's actual consent, if given, shall be evidenced by separate documents. The City agrees that any District may annex or exclude land owned by Owner that is located within the boundaries of the Project and the City's ETJ and may be divided in accordance with Chapters 49, 51, 53 and/or 54, Texas Water Code, or other Water Code provisions that may be applicable, in furtherance of Owner's development goals pursuant to this Agreement. Provided, however, that the Parties recognize that the property may lie within the City's "Potential service Area" in the "Wholesale Water Supply Agreement Between LCRA and the City of Dripping Springs," dated March 11, 2003. Additionally, the City's consent is conditioned upon the City being unable or refusing to provide water and/or wastewater services to the Property.

4.2 **Lighting:** Owner, or an electric utility designated by Owner, will construct all illumination for street lighting, signage, security, exterior, landscaping, and decorative facilities for the Project in accordance with all then-current City Rules, including the Lighting Ordinance in effect at the time of installation of the lighting, including both residential and non-residential rules. District(s) will be required to operate and maintain the lighting within its boundaries according to City Rules. Owners agree that all restrictive covenants for the Project shall reinforce this provision and be applied to all construction and builders.

4.3 **Fire Protection:** Each District, to the extent allowed by law, shall pursue all required approvals for, and, upon approval, will implement and finance a fire protection plan to provide fire protection services within the Project's boundaries in accordance with and subject to Section 49.351, Texas Water Code, and applicable regulations of the TCEQ, and Applicable Rules. Owners shall submit to City plans for emergency access points (e.g., crash gates) during the platting phase of development.

4.4 **Infrastructure Construction & Inspections:** Each District will be responsible for construction, operation and maintenance of all water, wastewater and drainage infrastructure within its boundaries, unless otherwise agreed to by Owner and the City. The City will have the right to review and approve all plans and specifications for such infrastructure during the Site Development Permit process, and to inspect all such infrastructure during construction and prior to acceptance for operation and maintenance. A copy of each set of approved plans and specifications and a copy of all inspection certificates will be filed with the City for review and approval. All water, wastewater, and drainage infrastructure within the Land shall be designed and built in accordance with the rules, regulations and specifications of the City and TCEQ, which rules, regulations and specifications are adopted as the governing rules, regulations and specifications for the water utility infrastructure constructed to serve the Project. All water, wastewater and drainage infrastructure within the Land shall be subject to City inspections and compliance with City Rules in effect at the time of inspection, as they may be amended from time to time, and TCEQ rules (TCEQ rules will control in the event of conflict). Fees for all inspections by the City or the City's designee under this section shall be paid by the District(s).

4.5 **Consent to Wastewater Discharge Facilities:** The City understands that the District(s) formed pursuant to Section 4.1 above, will apply to the TCEQ, or its successor agency, for a permit to treat and dispose wastewater generated by the development that is subject to this Agreement. The City reserves it right to comment on Owner's submission of such an application and order by the TCEQ.

ARTICLE 5. AUTHORITY

5.1 Term:

5.1.1 Initial Term. The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years thereafter ("Initial Term"), unless sooner terminated under this Agreement; provided, however, this Agreement may be extended for a longer duration not to exceed an additional fifteen (15) years upon mutual agreement of the Parties.

5.1.2 Expiration. After the Initial Term and any extension(s), this Agreement will be of no further force and effect, except that termination will not affect any right or obligation previously granted.

5.1.3 Termination or Amendment. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the City and Owner or may be terminated or amended only as to a portion of the Land by the mutual written consent of the City and Owner of only the portion of the Land affected by the amendment or termination.

5.2 Authority: This Agreement is entered under the statutory authority of Chapter 212, Subchapter G, *Texas Local Government Code*. The Parties intend that this Agreement guarantee the continuation of the extraterritorial status of portions of the Land as provided in this Agreement; authorize certain land uses and development on the Land; provide for the uniform review and approval of plats and development plans for the Land; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning upon annexation of any portion of the Land to the City.

5.3 Applicable Rules: As of the Effective Date, Owner has initiated the subdivision and development permit process for the Project. The City agrees that, in accordance with Chapter 245, *Texas Local Government Code*, the City will consider the approval of any further approvals necessary for the Project based solely on the Applicable Rules, as modified by the Project Approvals and this Agreement. Further, the City agrees that, upon the Effective Date, Owner has vested authority to develop the Land in accordance with the Applicable Rules, as modified by any exceptions contained in the Project Approvals and this Agreement.

5.4 Right to Continue Development: In consideration of Owner's agreements hereunder, the City agrees that, during the term of this Agreement, it will not impose or attempt to impose: (a) any moratorium on building or development within the Project, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plans, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Project. No City-imposed moratorium, growth restriction, or other limitation affecting the rate, timing or sequencing of development or construction of all or any part of the Project will apply to the Land if such

moratorium, restriction or other limitation conflicts with this Agreement or would have the effect of increasing Owner's obligations or decreasing Owner's rights and benefits under this Agreement. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and ETJ due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

5.5 **Equivalent Substitute Obligation:** If either Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and *bona fide* threat to public safety that prevents performance or requires different performance, subsequent conditions that would legally excuse performance under this Agreement, or, the Parties agree to cooperate to revise this Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party's overall contractual benefit under this Agreement.

5.6 **Cooperation:**

5.6.1 The City and Owner each agrees to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

5.6.2 The City agrees to cooperate with Owner in connection with any waivers or approvals Owner may desire or require to obtain from the County in connection with the development of the Land and a deferral of the County's plat and plan approval powers to the City for all plats and public infrastructure within the Project, other than roadway infrastructure that will be dedicated to the County for operation and maintenance after construction. Roads that will be dedicated to the County for operation and maintenance shall be subject to County review, inspection and approval prior to dedication to the County.

5.6.3 The City acknowledges that the Owner and/or HOA may in the future seek State or federal grant matching funds to finance certain park, recreational and environmental facilities within the Project. The City agrees to cooperate with and support these efforts to obtain grant funding that do not interfere with or conflict with the City's efforts to secure similar funding, including entering into joint use agreements with the Owner and or HOA, in furtherance of the City's goal of making additional park, environmental and recreational facilities available to the area. Provided, however, that the City will have no financial obligation associated with this activity.

5.7 **Litigation:** In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Owner and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the City Council. Owner

agrees to defend and indemnify the City for any litigation expenses, including court costs and attorneys fees, related to defense of this Agreement. The filing of any third party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction.

ARTICLE 6. GENERAL PROVISIONS

6.1 Assignment & Binding Effect:

6.1.1 This Agreement, and the rights and obligations of Owner hereunder, may be assigned by Owner to a subsequent purchaser of all or a portion of the undeveloped property within the Project provided that the assignee assumes all of the obligations hereunder. Any assignment must be in writing, specifically describe the property in question, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City and recorded in the real property records as may be required by applicable law. Upon any such assignment, the assignor will be released of any further obligations under this Agreement as to the property sold and obligations assigned.

6.1.2 If Owner assigns its rights and obligations hereunder as to a portion of the Project, then the rights and obligations of any assignee and Owner will be non-severable, and Owner will be liable for the nonperformance of the assignee and vice-versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, even if such remedies will impede development activities of any performing developer as a result of that nonperformance.

6.1.3 The provisions of this Agreement will be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement will not, however, be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Project.

6.2 Severability: If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

6.3 Governing Law, Jurisdiction & Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The parties acknowledge that this Agreement is performable in ***Hays County***, Texas and hereby submit to the jurisdiction of the courts of that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.

6.4 **No Third Party Beneficiary:** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.

6.5 **Mortgagee Protection:** This Agreement will not affect the right of Owner to encumber all or any portion of the Land by mortgage, deed of trust or other instrument to secure financing for the Project. The City understands that a lender providing financing for the Project ("Lender") may require interpretations of or modifications to this Agreement and agrees to cooperate with Owner and its Lenders' representatives in connection with any requests for interpretations or modifications. The City agrees not to unreasonably withhold or delay its approval of any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City agrees as follows:

6.5.1 Neither entering into this Agreement, nor any breach of this Agreement, will affect any lien upon all or any portion of the Land.

6.5.2 The City will, upon written request of a Lender given in compliance with Section 5.1.2, consider providing the Lender with a copy of any written notice of default given to Owners under this Agreement within ten (10) days of the date such notice is given to Owners.

6.5.3 In the event of default by Owner under this Agreement, a Lender may, but will not be obligated to, cure any default during any cure period extended to Owner, either under this Agreement or under the notice of default.

6.5.4 Any Lender who comes into possession of any portion of the Land by foreclosure or deed in lieu of foreclosure will take such property subject to the terms of this Agreement. No Lender will be liable for any defaults or monetary obligations of Owner arising prior to the Lender's acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to that property until all delinquent fees and other obligations of Owner under this Agreement that relate to the property in question have been paid or performed.

6.6 **Certificate of Compliance:** Within thirty (30) days of written request by either Party given accordance with Section 6.17, the other Party will execute and deliver to the requesting Party a statement certifying that: (a) this Agreement is unmodified and in full force and effect or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification; (b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and (c) any other information that may be reasonably requested. A Party's failure to deliver a requested certification within this 30-day period will conclusively be deemed to constitute a confirmation that this Agreement is in full force without modification, and that there are no uncured defaults on the part of the requesting Party.

The City Administrator or Planning Director will be authorized to execute any requested certificate on behalf of the City.

6.7 **Default**: If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. The City may issue Stop Work Orders for violations arising under this Agreement or the regulations applied herein.

6.8 **Remedies for Default**: If either Party defaults under this Agreement and fails to cure the default within the applicable cure period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement. In the event of a default by the City, Owner will be entitled to seek a writ of mandamus, in addition to seeking any other available remedies. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.

6.9 **Reservation of Rights**: To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

6.10 **Attorneys Fees**: The prevailing Party in any dispute under this Agreement will be entitled to recover from the non-prevailing Party its reasonable attorneys fees, expenses and court costs in connection with any original action, any appeals, and any post-judgment proceedings to collect or enforce a judgment.

6.11 **Waiver**: Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of the length of time during which that failure continues, be deemed a waiver of that Party's right insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

6.12 **Entire Agreement**: This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties. An amendment to this Agreement may only be

approved by an affirmative vote of at least three of the five (3 of 5) members of the City Council.

6.13 **Exhibits, Headings, Construction & Counterparts:** All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and *vice-versa*. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

6.14 **Time:** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

6.15 **Authority for Execution:** The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Owner certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with its authority.

6.16 **Property Rights:** Owner expressly and unconditionally waive and release the City from any obligation to perform a takings impact assessment under the Texas Private Real Property Rights Act, Texas Government Code Chapter 2007, as it may apply to this Agreement, the Land, and the Project so long as this Agreement is in effect.

6.17 **Notices:** Any notices or approvals under this Agreement must be in writing may be sent by hand delivery, facsimile (with confirmation of delivery) or certified mail, return receipt requested, to the Parties at the following addresses or as such addresses may be changed from time to time by written notice to the other Parties:

CITY:

Original: City Administrator
City of Dripping Springs
P. O. Box 384
Dripping Springs, Texas 78620
Fax: (512) 858-5646

Copy to: Bojorquez Law Firm, LLP
Attention: Alan J. Bojorquez
12325 Hymeadow Dr., Ste. 2-100
Austin, Texas 78750
Fax: (512) 250-0749

OWNER:

Original: Anarene Investments Ltd.
c/o Graham Hill
2800 JPMorgan Chase Tower
600 Travis
Houston, Texas 77002
Phone: (713) 226-1301
Fax: (713) 229-2618

Copy to: Baker & Robertson
Attn: Rex G. Baker, III
P O Box 718
Dripping Springs, Texas 78620

Either City or Owner may change its mailing address at any time by giving written notice of such change to the other in the manner provided herein at least ten days prior to the date such change is effected. All notices under this Agreement will be deemed given on the earlier of the date personal delivery is affected or on the delivery date or attempted delivery date shown on the return receipt or facsimile confirmation.

6.18 Exhibits: The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A	-	Description of the Land
Exhibit B	-	Metes and Bounds Description of Parkland, and a survey
Exhibit C	-	Form of Deed

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STATE OF TEXAS §
§
COUNTY OF HAYS §

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below, to be effective on the date the last party signs.

CITY OF DRIPPING SPRINGS:

By: _____
Todd Purcell, Mayor

Date: 10-17-12

This instrument was acknowledged on this 17th day of October, 2012 by **Todd Purcell,** Mayor of the City of Dripping Springs, Texas, a Texas general law municipality, on behalf of said municipality.

_____
Notary Public, State of Texas

JO ANN TOUCHSTONE
Notary Public, State of Texas
My Commission Expires
October 08, 2015

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STATE OF TEXAS §
§
COUNTY OF HAYS §

OWNER:
Anarene Investments Ltd.
a Texas limited partnership
by its general partner:
Anarene Management, LLC
a Texas limited liability company

By: _____
Title: Manager

Date: 9/6/11

This instrument was acknowledged before me of this 6 day of September, 2011 by _____, Manager of Anarene Management, LLC, a Texas limited liability company, which is the general partner of Anarene Investments, Ltd., a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public, State of Texas

DEEANN M. JONES
Notary Public, State of Texas
Commission Expires
APRIL 5, 2013

EXHIBIT "A"

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Description of Land

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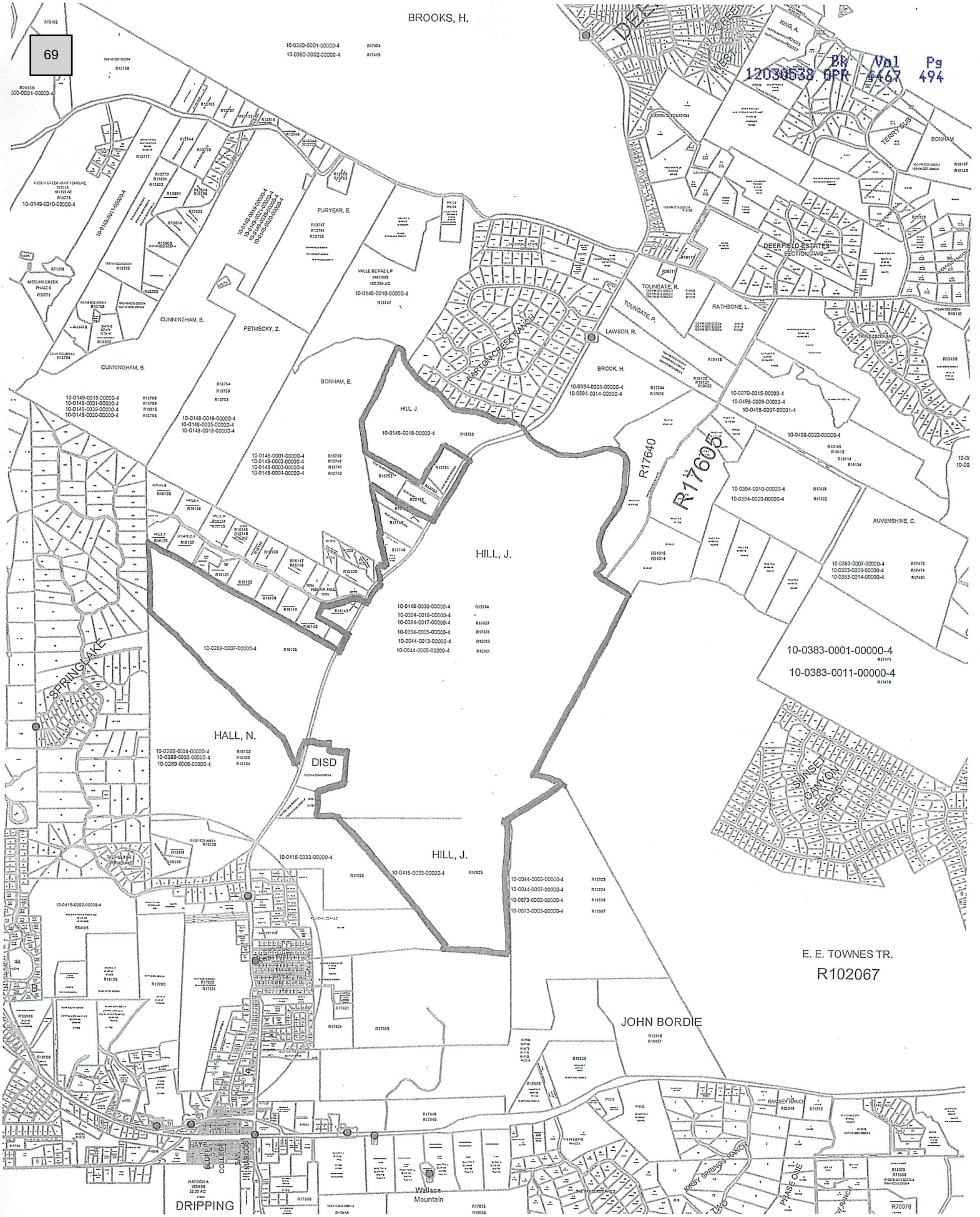

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EXHIBIT "B"

Description of parkland tract

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STATE OF TEXAS
COUNTY OF HAYS

25.7398 ACRES

A DESCRIPTION OF A 25.7398 ACRE TRACT OF LAND OUT OF THE EDWARD W. BROWN SURVEY NO, 136, A-44, HAYS COUNTY, TEXAS, SAID 25.7398 ACRES BEING OUT OF A CALLED 223.11 ACRE TRACT OF LAND DESCRIBED IN A DEED AS "TRACT 5" TO ANARENE INVESTMENTS, LTD. AS RECORDED IN VOLUME 2639, PAGE 450, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 25.7398 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Commencing at a Tx. D.O.T. Type II brass monument found in the west right of way of Ranch Road No. 12 at State Engineer's Highway Station 310+98.44, said monument being the most easterly northeast corner of a called 64.2441 acre tract of land described in a deed to the City of Dripping Springs as recorded in Volume 3326, Page 857, Official Public Records of Hays County, Texas, from which a ½ inch iron rod found at State Engineer's Highway Station 311+14.97 bears S 28°38'50"E, a distance of 22.62 feet, thence N 28°12'32"W, with the northeast line of said 64.2441 acre City of Drippings tract and a southerly line of said 223.11 Anarene Investments, LTD. tract, a distance of 302.42 feet to a ½ inch iron rod with cap set no. 4404 for the most southerly corner of the herein described 25.7398 acre tract and the **POINT OF BEGINNING;**

THENCE with the northeast line of said 64.2441 acre tract and a southerly line of said 223.11 acre tract, the following two (2) courses and distances,

1) N 28°12'32"W, a distance of 363.08 feet to a ½ inch iron rod found for an angle point, and

2) N 46°55'43"W, a distance of 1013.82 feet to a ½ inch iron rod with cap set no. 4404 for the most westerly corner of the herein described 25.7398 acre tract;

Bk Vol
12030538 OPR 4467 477

THENCE departing said City of Dripping Springs 64.2441 acre tract and crossing said Anarene Investments LTD. tract, the following three (3) courses and distances,

1) N 45°59'39"E, a distance of 1153.28 feet to a ½ inch iron rod with cap set no. 4404 for the most northerly corner of the herein described tract,

2) S 49°13'13"E, a distance of 598.82 feet to a ½ inch iron rod with cap set no. 4404 for the northeast corner of the herein described tract, and

3) S 14°36'12"W, a distance of 1469.96 feet to the **POINT OF BEGINNING**, containing 25.7398 acres of land.

Bearing basis for this survey is the Texas State Plane Coordinate South Central Zone, N.A.D. 83. All distances are surface distances.

I, Gary F. Pennington, do hereby certify that this description and associated survey plat was prepared from a survey performed under my direction and supervision during February 2011, and is true and correct to the best of my knowledge and belief.

02.01.2011

STATE OF TEXAS REGISTERED GARY F. PENNINGTON 4404 PROFESSIONAL LAND SURVEYOR

Gary F. Pennington, R.P.L.S., INC.
Registered Professional Land Surveyor
No. 4404- State of Texas
P.O. Box 1244
Dripping Springs, Texas 78620 (512) 894-0664

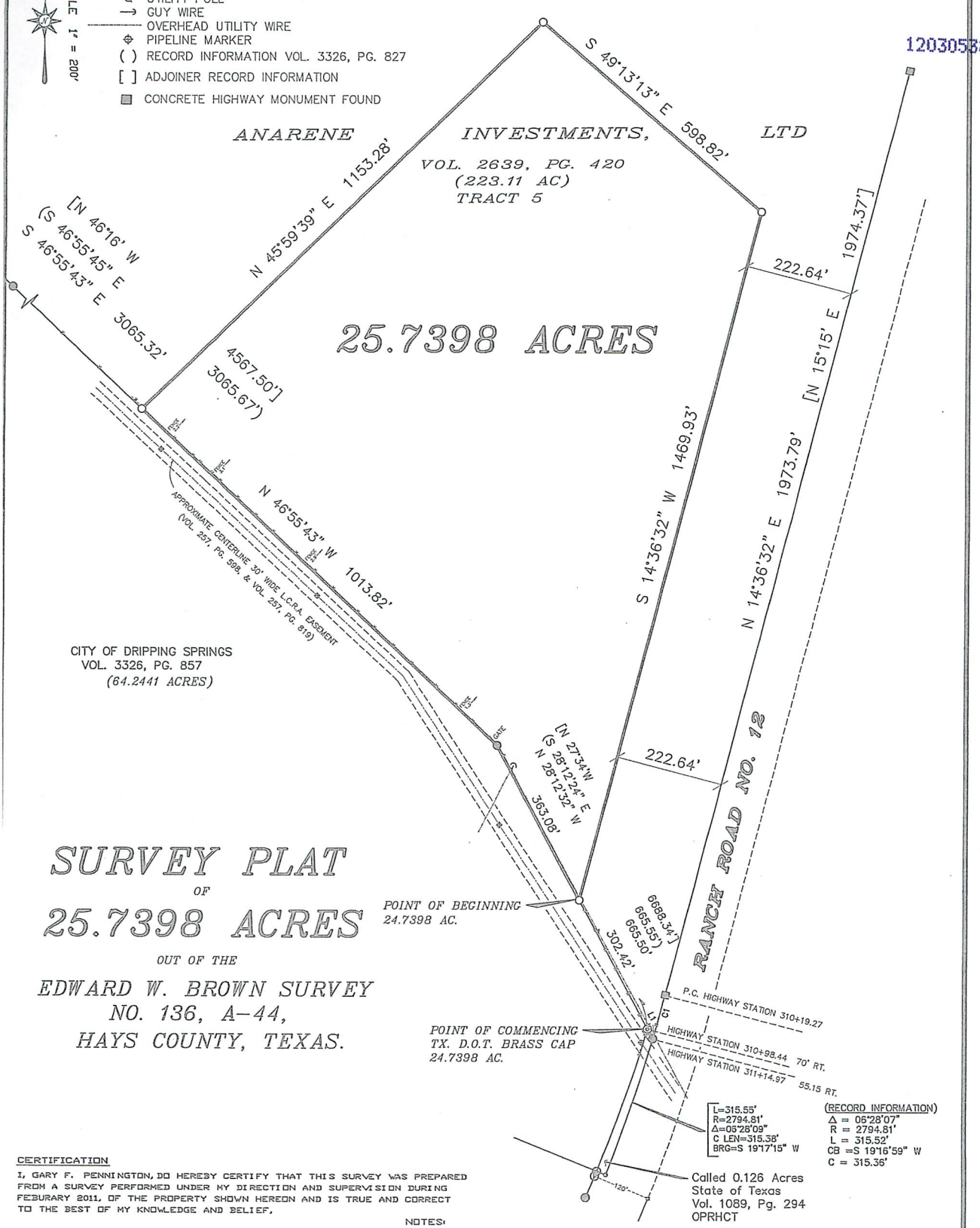
Bk Vol Pg
12030538 OPR 4467 498

LINE	BEARING	DISTANCE
L1	S 28°38'50" E	22.62'
(REC)	S 28°12'36" E	22.65'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2814.79'	94.92'	94.91'	S 15°33'52" W	01°55'55"

LEGEND
- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET CAP. NO. 4404
- TXDOT TYPE II MONUMENT FOUND
- WIRE FENCE
- UTILITY POLE
- GUY WIRE
- OVERHEAD UTILITY WIRE
- PIPELINE MARKER
- ( ) RECORD INFORMATION VOL. 3326, PG. 827
- [ ] ADJOINER RECORD INFORMATION
- CONCRETE HIGHWAY MONUMENT FOUND

SCALE 1" = 200'



SURVEY PLAT
OF
25.7398 ACRES
OUT OF THE
EDWARD W. BROWN SURVEY
NO. 136, A-44,
HAYS COUNTY, TEXAS.

CERTIFICATION

I, GARY F. PENNINGTON, DO HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED FROM A SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION DURING FEBURARY 2011, OF THE PROPERTY SHOWN HEREON AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NOTES:

1) ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP NO. 48209C0105F, DATED SEPTEMBER 2, 2005, A PORTION OF THIS PROPERTY IS LOCATED IN ZONE AE- A SPECIAL FLOOD HAZARD ZONE INUNDATED BY A 100 YEAR FLOOD .

2) BEARING BASIS FOR THIS SURVEY IS THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, N.A.D 83. ALL DISTANCES ARE SURFACE DISTANCES.

3) THIS SURVEY WAS PERFORMED WITHOUT A TITLE REPORT TO IDENTIFY EASEMENTS OR OTHER MATTERS OF RECORD THAT MAY AFFECT THIS TRACT. NO EASEMENT RESEARCH WAS PERFORMED OTHER THAN AS SHOWN HEREON.

4) REFERENCE IS HEREBY MADE TO AN ATTACHED METES AND BOUNDS DESCRIPTION.

GARY F. PENNINGTON R.P.L.S., INC.
R. P. L. S. NO. 4404
STATE OF TEXAS
P.O. BOX 1244
DRIPPING SPRINGS, TX 78620
(512) 894-0664

STATE OF TEXAS REGISTERED GARY F. PENNINGTON 4404 PROFESSIONAL LAND SURVEYOR

02.01.2011

FILE: A_HARRISON_24_AC.DWG
JOB NO.: 11-5480
CRD. FILE: "HARR"

EXHIBIT "C"

Form of Deed

	Bk	Vol	Pg
12030538	OPR	4467	499

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THIS PAGE LEFT INTENTIONALLY BLANK FOR RECORDING PURPOSES

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

THAT Anarene Investments Ltd., a Texas limited partnership ("Grantor"), for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable consideration to the undersigned in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto THE CITY OF DRIPPING SPRINGS, a Texas municipality ("Grantee"), the real property located in Hays County, Texas (the "Property") and being more fully described on Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, reservations, easements, covenants and conditions, if any, relating to the Property as the same are filed for record in the County Clerk's Office of Hays County, Texas and additionally by the restrictions more fully described on exhibit "B" attached hereto and incorporated herein for all purposes..

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto Grantee, Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

EXECUTED this ___ day of _____, 2011.

GRANTOR:
Anarene Investments Ltd.
a Texas limited partnership
by its general partner:
Anarene Management, LLC
a Texas limited liability company

By: _____
Title: Manager

Grantee's Address:

_____

_____

STATE OF TEXAS §
§
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me on the ____ day of _____, 2011 by _____, manager of Anarene Management, LLC, a Texas limited liability company which is the general partner of Anarene Investments Ltd., a Texas limited partnership, on behalf of said limited partnership.

_____
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: _____

EXHIBIT "A"

Legal description of parkland tract

	Bk	Vol	Pg
12030538	OPR	4467	502

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Bk Vol Pg
12030538 OPR 4467 503

EXHIBIT "B"

1. The Property is given to Grantee for public use including hiking paths, open park/green space and passive recreational activities, including, but not limited to, fishing, picnicking, hiking and exercising. The Property shall not be used for (i) active recreational uses, including, but not limited to, baseball, softball, soccer, golf, football, or other team sports, (ii) night time activities that require artificial illumination, (iii) camping, (iv) retail, (v) commercial or (vi) residential purposes.

2. No above ground structures shall be placed upon the Property, with the exception of fencing and a small storage structure on the south side of the pond located on the Property.

3. The Property shall not be subdivided.

4. No sign of any kind shall be displayed on the Property that is visible to the Hill Property.

5. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion of it unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers and such containers shall be appropriately screened from view from the Hill Property. The Property nor any part thereof shall be used or maintained as a dumping ground for rubbish. No incinerators or other equipment for the storage or disposal of such material shall be permitted. No junk, repair, or wrecking yard shall be located on the Property.

6. No horns, whistles, bells, or sirens shall be located, used, or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Hill Property or to its occupants.

7. No activities shall be conducted on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property and no open fires shall be permitted on the Property.

8. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth.

The foregoing restrictions run with the land and shall not be modified, removed or waived without the express prior written consent of Anarene Investments Ltd., its successors or assigns.

DOUBLE L RANCH

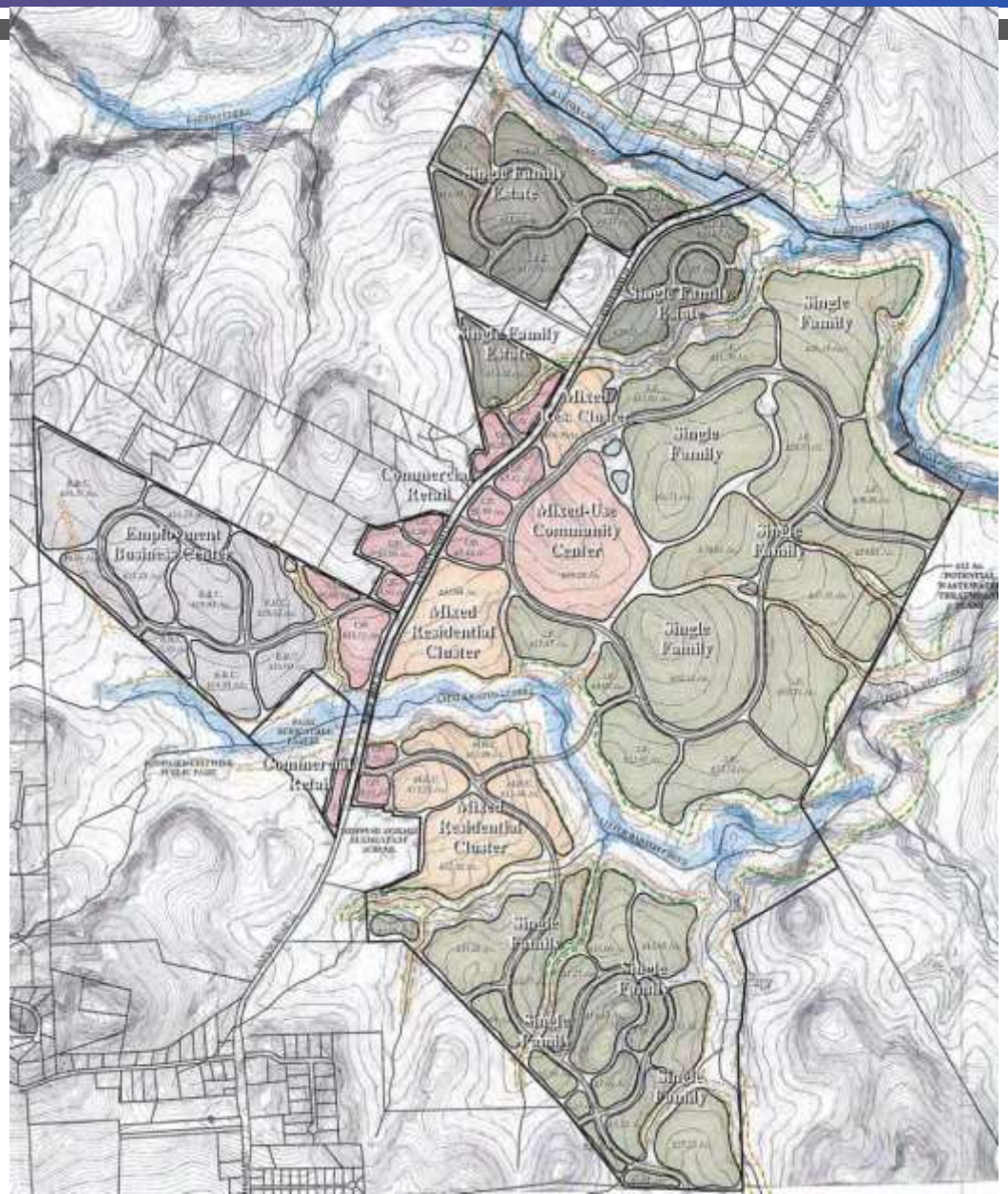
MASTER CONCEPT PLAN PRESENTATION

March 9, 2021

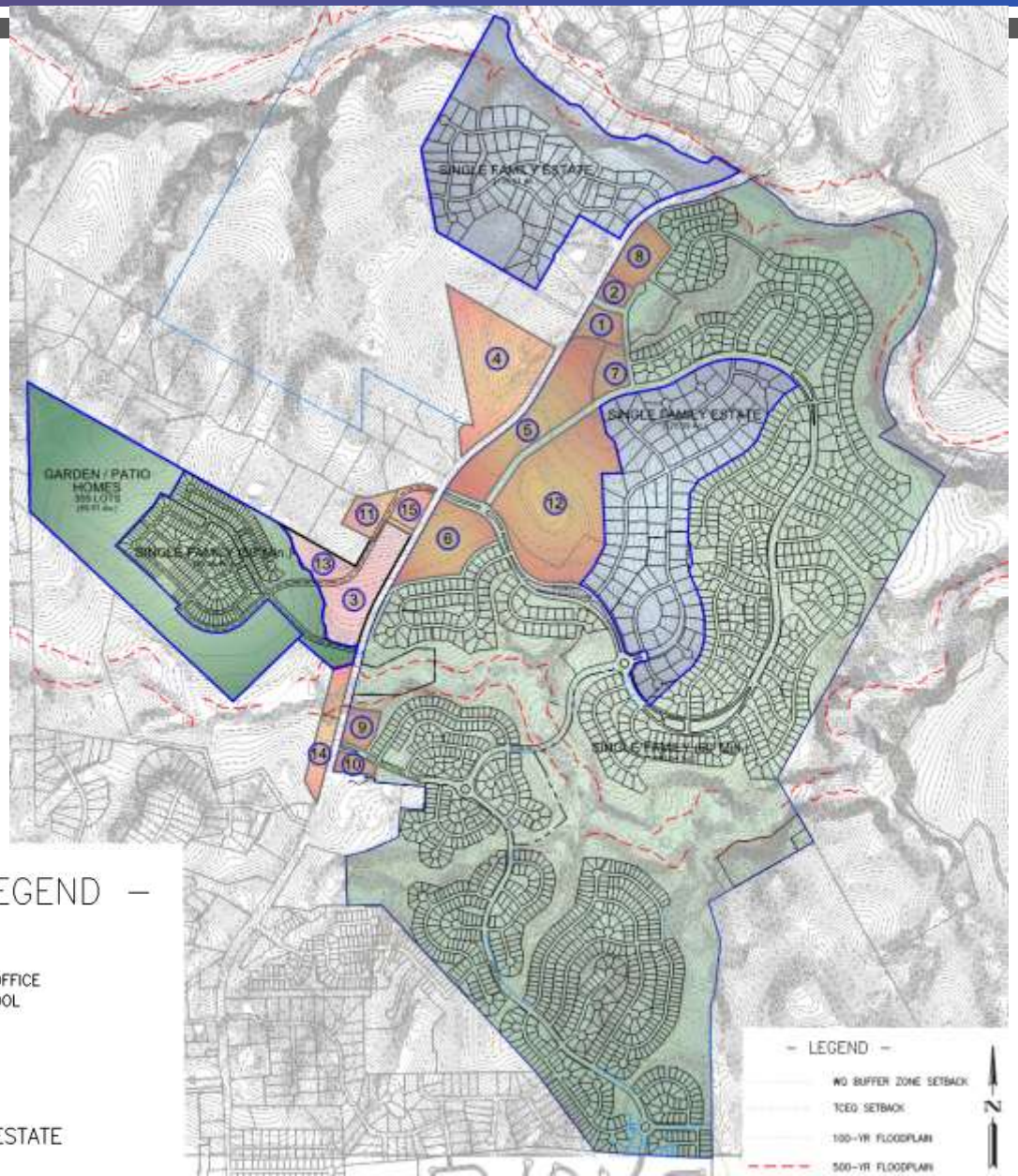
City of Dripping Springs City Council

BGE

Current Approved Concept Plan



Proposed Concept Plan

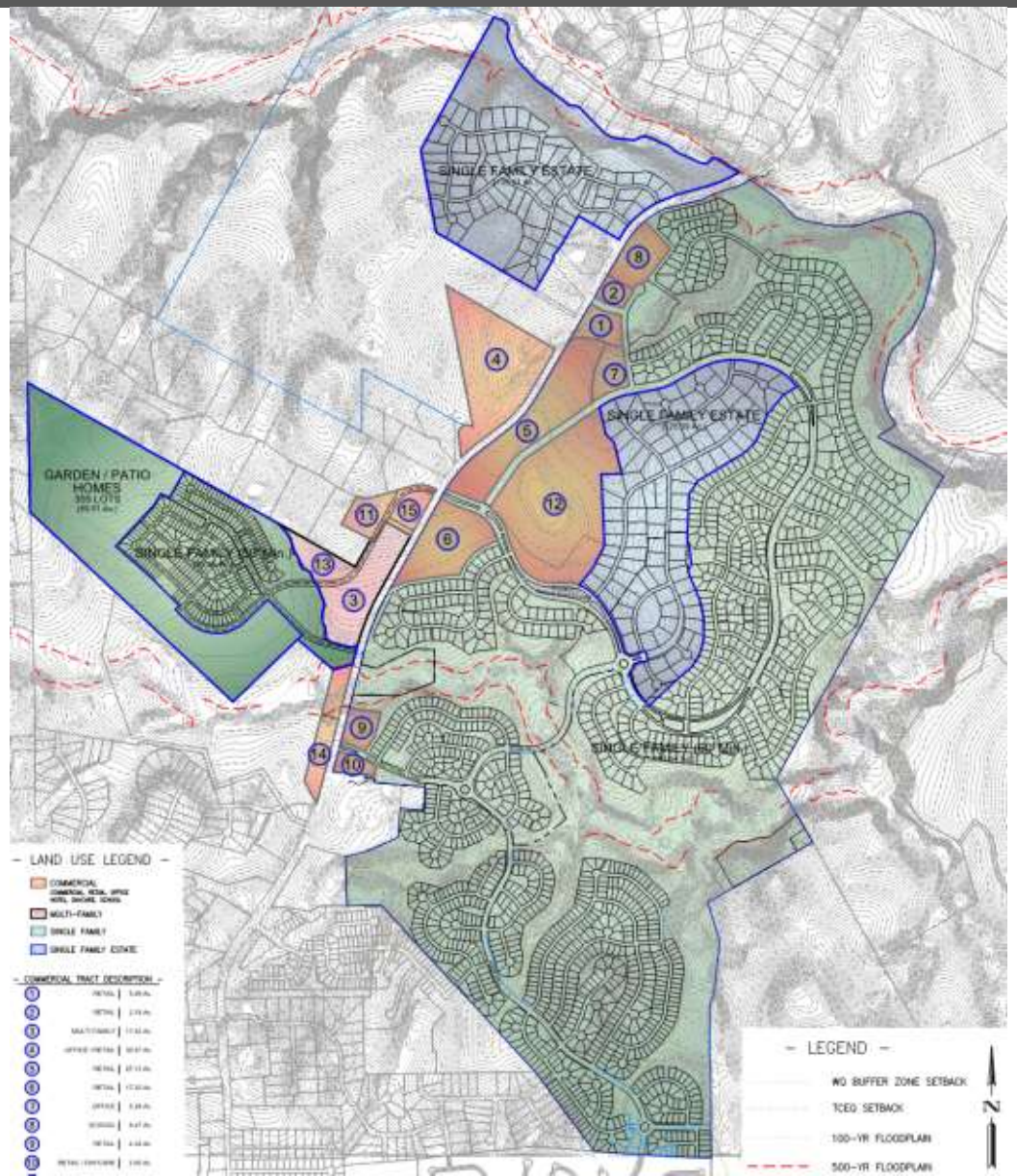


– LAND USE LEGEND –

- COMMERCIAL
  COMMERCIAL, RETAIL, OFFICE
  HOTEL, DAYCARE, SCHOOL
- MULTI–FAMILY
- SINGLE FAMILY
- SINGLE FAMILY ESTATE

DEVELOPMENT DENSITY

LOT SIZES

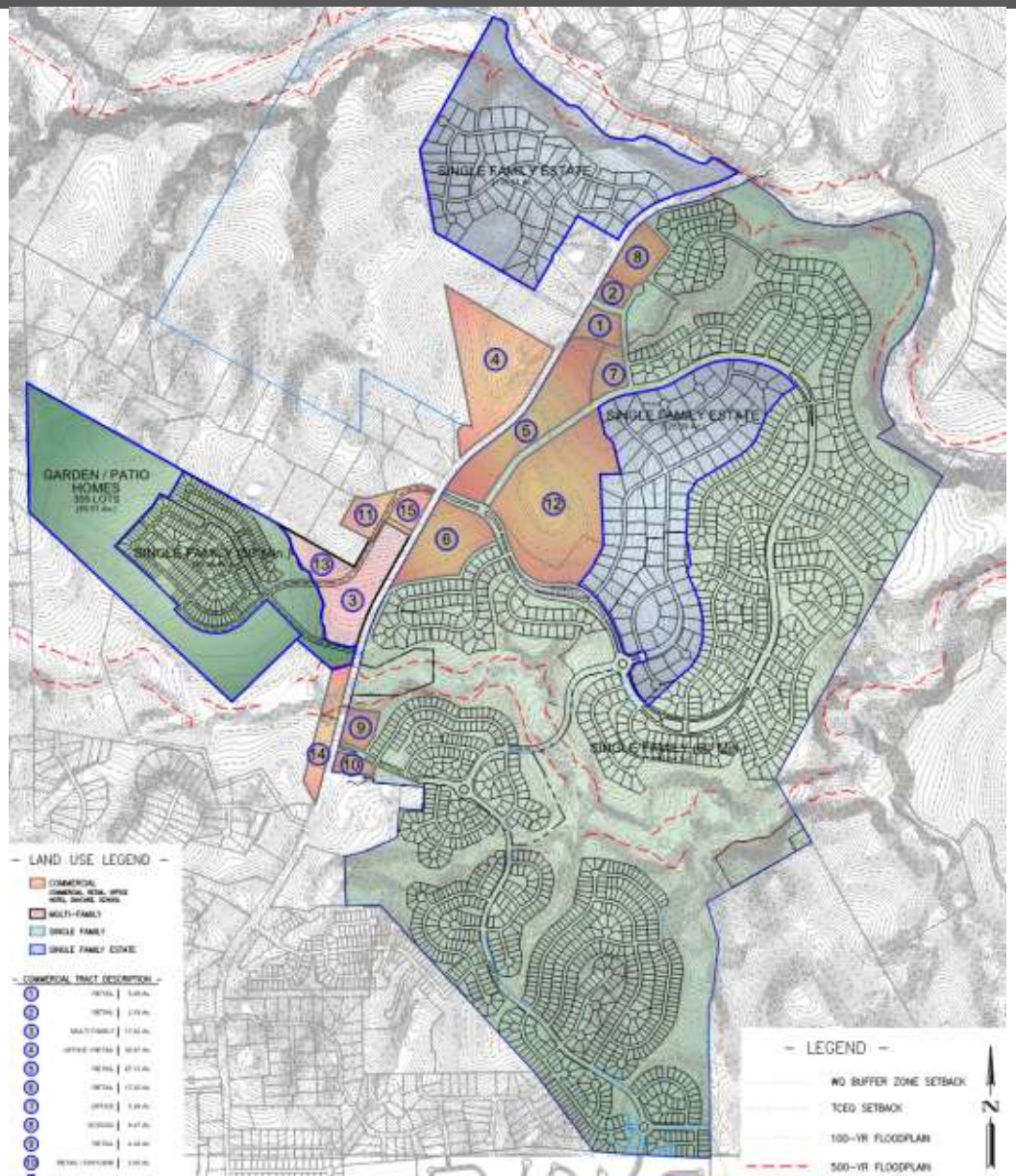


PROPOSED LOT MIX SUMMARY

Double L Ranch **Single Family Lot Mix Distribution**		
Lot size width, ft	*Number of Lots*	*Percentage*
Family Estate *1-acre Lots* *Avg. width ±179'*	177	7%
105'	179	7%
90'	297	12%
80'	266	11%
70'	331	14%
60'	407	17%
50'	271	11%
Patio Homes	480	20%
Total	**2,408**	**100%**
The average lot width is ±74 feet		

DEVELOPMENT DENSITY

COMPARISON

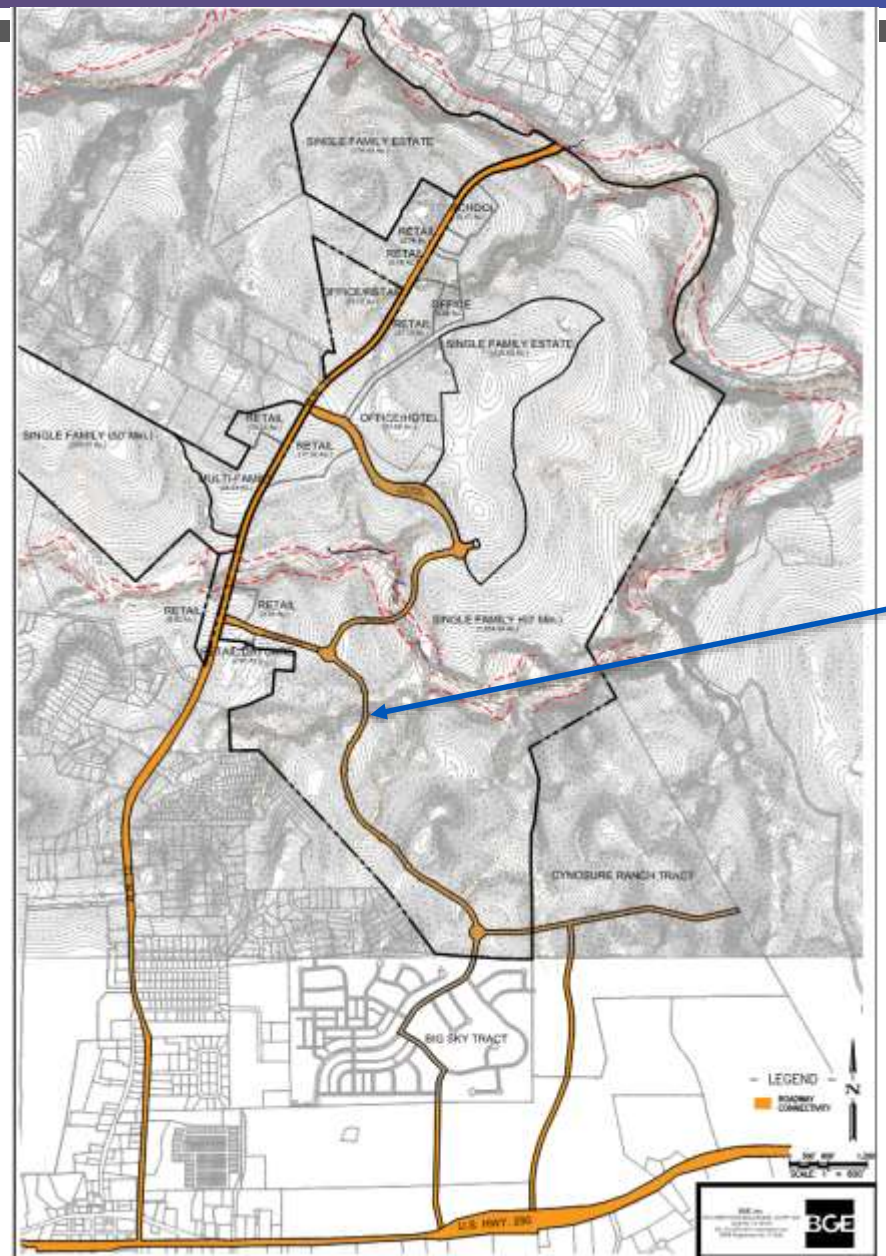


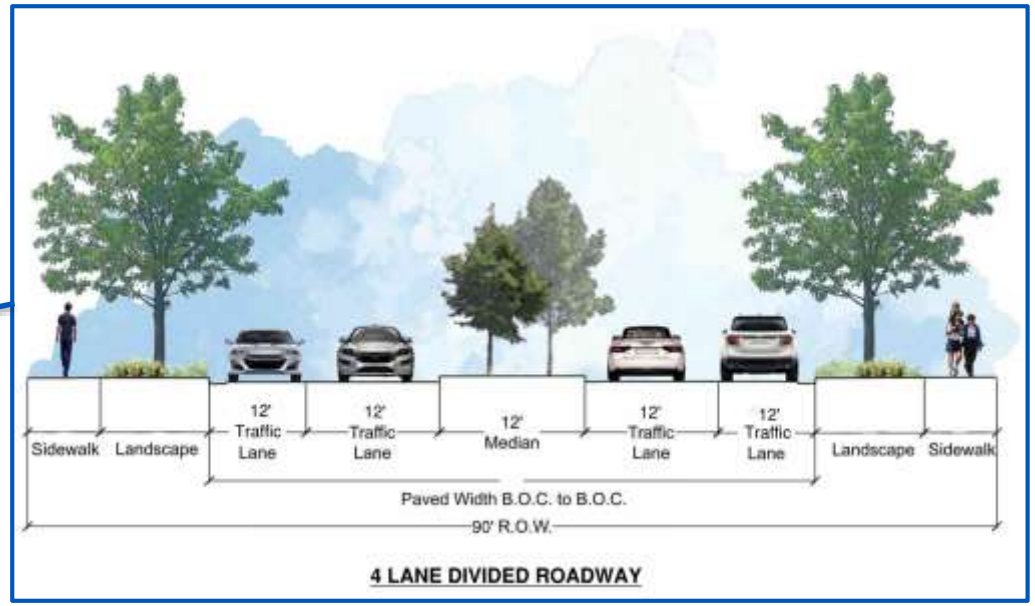
DRIPPING SPRINGS DEVELOPMENTS (EXISTING AND PROPOSED)			
Name	Units	Acres	Density (units/acre)
Caliterra	450	563.4	**0.80**
Headwaters	1000	1030.2	**0.97**
Belterra	2000	1536.5	**1.30**
Double L Overall (Proposed)	**2240**	**1675.0**	**1.34**
Highpointe	1029	740.2	**1.39**
Founders Ridge	200	107.0	**1.87**
Heritage Village	139	41.2	**3.37**
Heritage (fka Baird)	700	189.0	**3.70**
Big Sky	764	195.8	**3.90**

DOUBLE L OVERALL =

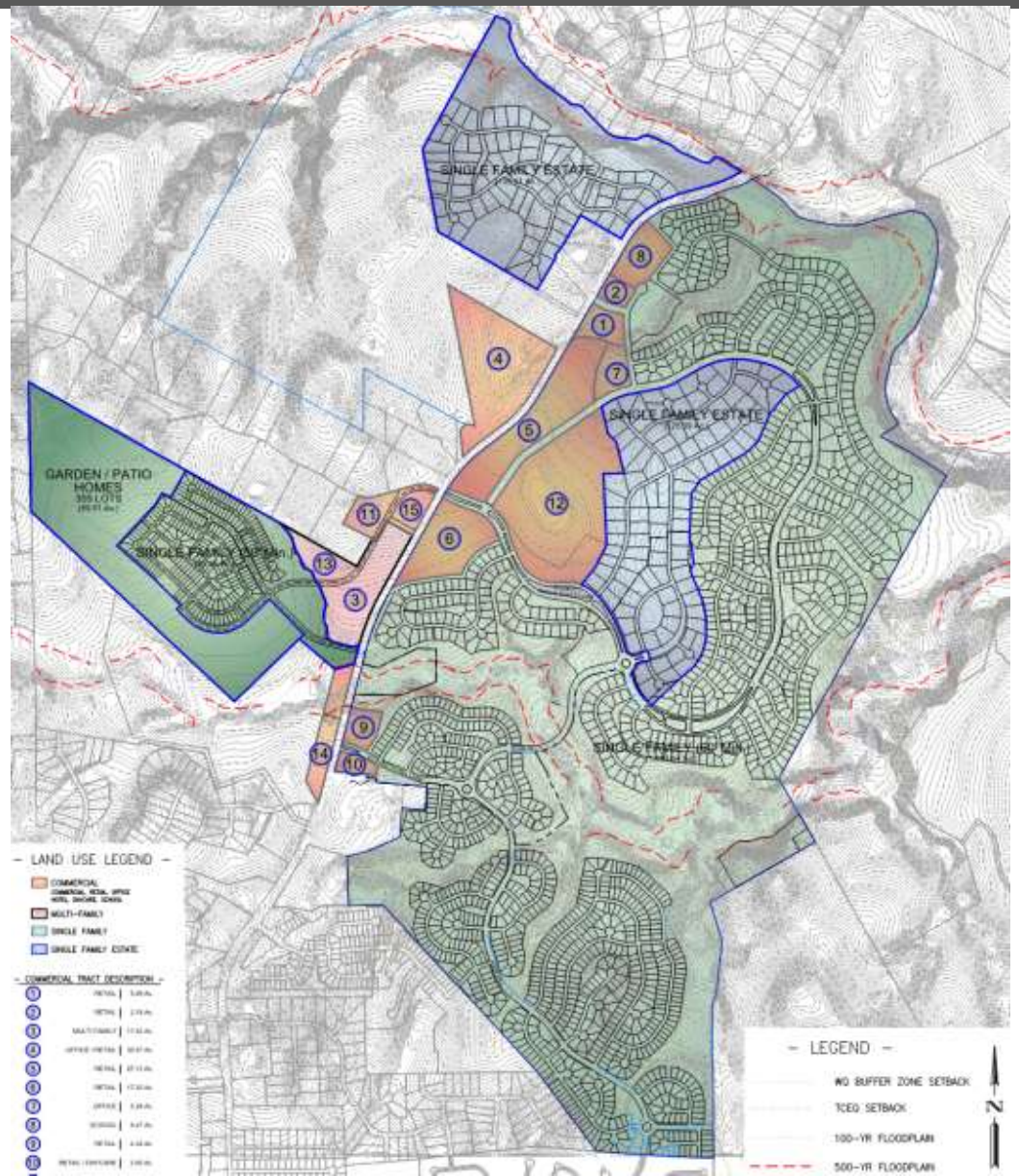
– 1.34 UNITS/ACRE

ROADWAY CONNECTIVITY





Proposed Concept Plan Trips



APPROVED CONCEPT PLAN LAND USE SUMMARY

Commercial/Retail	±83.55 Ac.	27,478 Trips
Employment Business Center	±155.88 Ac.	22,718 Trips
Mixed-Use Community Center	±64.19 Ac.	13,278 Trips
Mixed-Use Residential	±138.49 Ac.	5,154 Trips
Single Family	±692.11 Ac.	13,046 Trips
Single Family Estate	±156.62 Ac.	1,359 Trips
Development Parcel Total	±1,290.84 Ac.	83,034 Trips

PROPOSED CONCEPT PLAN LAND USE SUMMARY

Commercial/Retail	31,963 Trips
Office	4,425 Trips
Hotel	1,170 Trips
School	624 Trips
Mixed Use Residential	7,715 Trips
Single Family	16,529 Trips
Single Family Estate	1,671 Trips
TOTAL	64,098 Trips

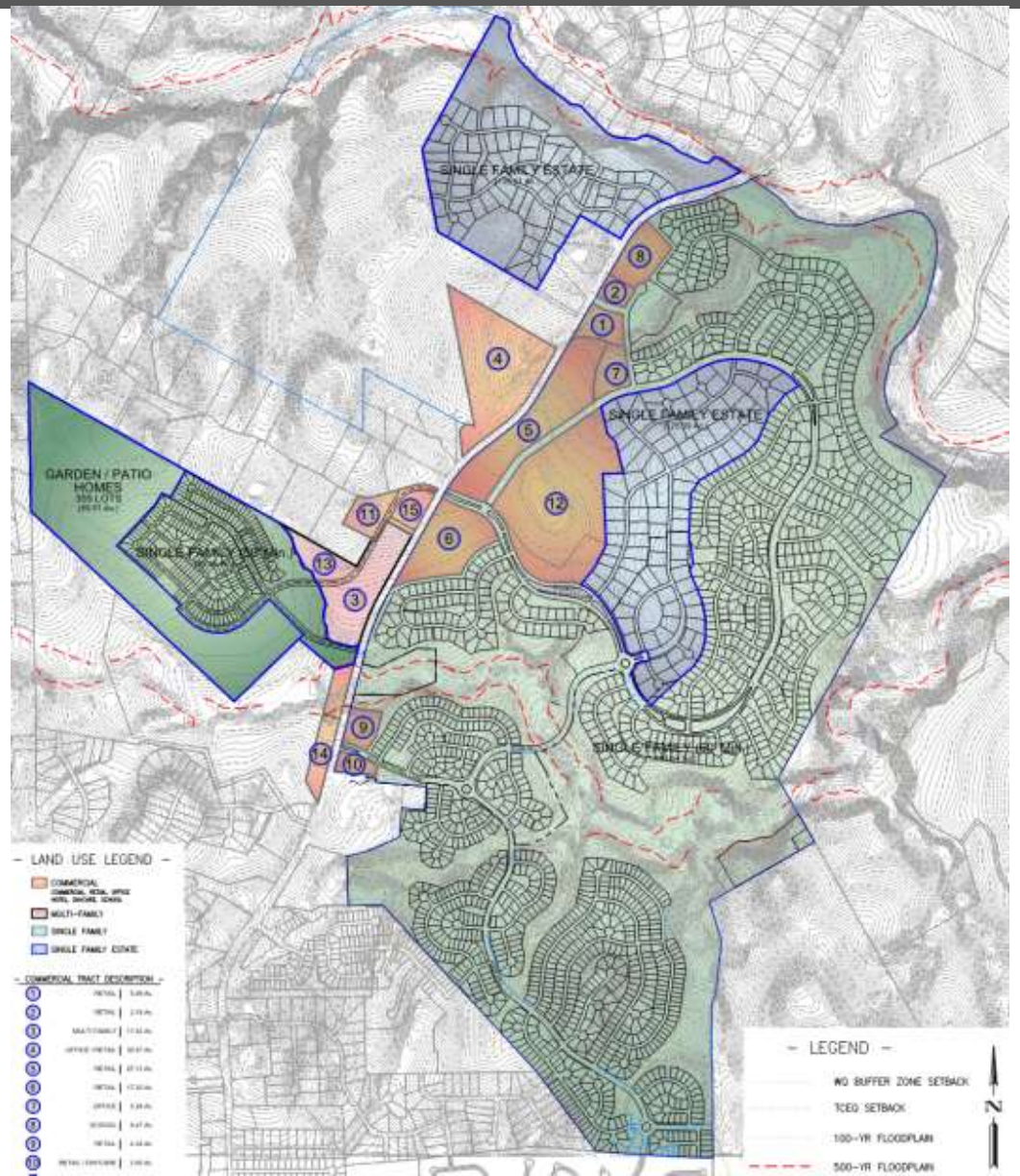
Proposed Concept Plan LUEs

– LAND USE LEGEND –

- COMMERCIAL
  COMMERCIAL, RETAIL, OFFICE
  HOTEL, DAYCARE, SCHOOL
- MULTI–FAMILY
- SINGLE FAMILY
- SINGLE FAMILY ESTATE

– COMMERCIAL TRACT DESCRIPTION –

1	RETAIL	5.08 Ac.
2	RETAIL	2.74 Ac.
3	MULTI-FAMILY	17.42 Ac.
4	OFFICE / RETAIL	33.07 Ac.
5	RETAIL	27.13 Ac.
6	RETAIL	17.32 Ac.
7	OFFICE	5.28 Ac.
8	SCHOOL	8.47 Ac.
9	RETAIL	4.34 Ac.
10	RETAIL / DAYCARE	2.60 Ac.
11	RETAIL	5.16 Ac.
12	OFFICE / HOTEL	51.92 Ac.
13	RETIREMENT FACILITY	5.83 Ac.
14	RETAIL	5.18 Ac.
15	RETAIL	3.75 Ac.
	TOTAL	195.29 Ac.



APPROVED CONCEPT PLAN LAND USE SUMMARY

Commercial/Retail	±83.55 Ac.	438 LUE
Employment Business Center	±155.88 Ac.	609 LUE
Mixed-Use Community Center	±64.19 Ac.	261 LUE
Mixed-Use Residential	±138.49 Ac.	468 LUE
Single Family	±692.11 Ac.	1,382 LUE
Single Family Estate	±156.62 Ac.	144 LUE
Development Parcel Total	±1,290.84 Ac.	3,302 LUE

PROPOSED CONCEPT PLAN LAND USE SUMMARY

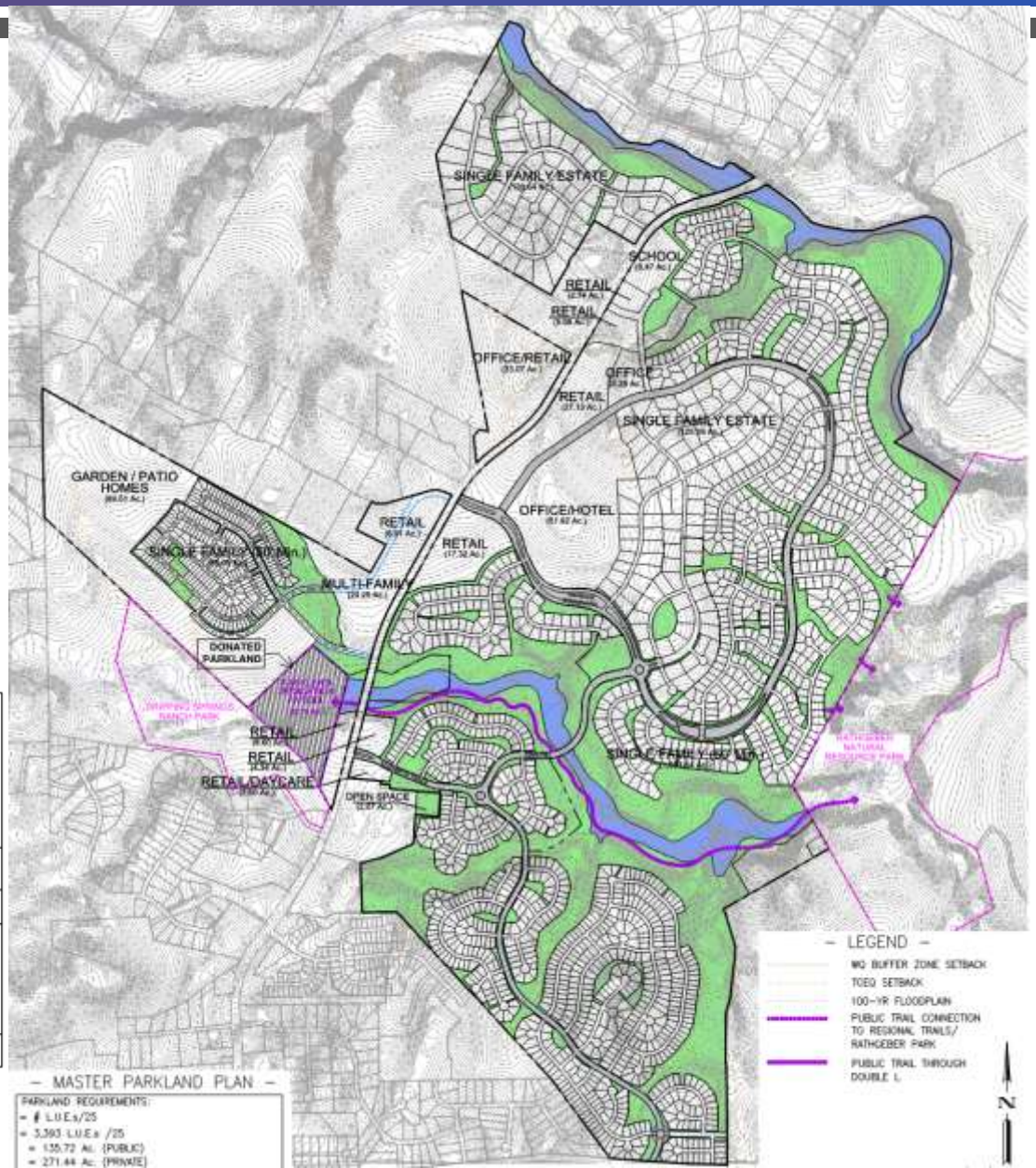
Commercial/Retail/Hotel	581 LUE
Office	151 LUE
Amenity Centers	12 LUE
School	23 LUE
Mixed Use Residential	698 LUE
Single Family	1,751 LUE
Single Family Estate	177 LUE
TOTAL	3,393 LUE

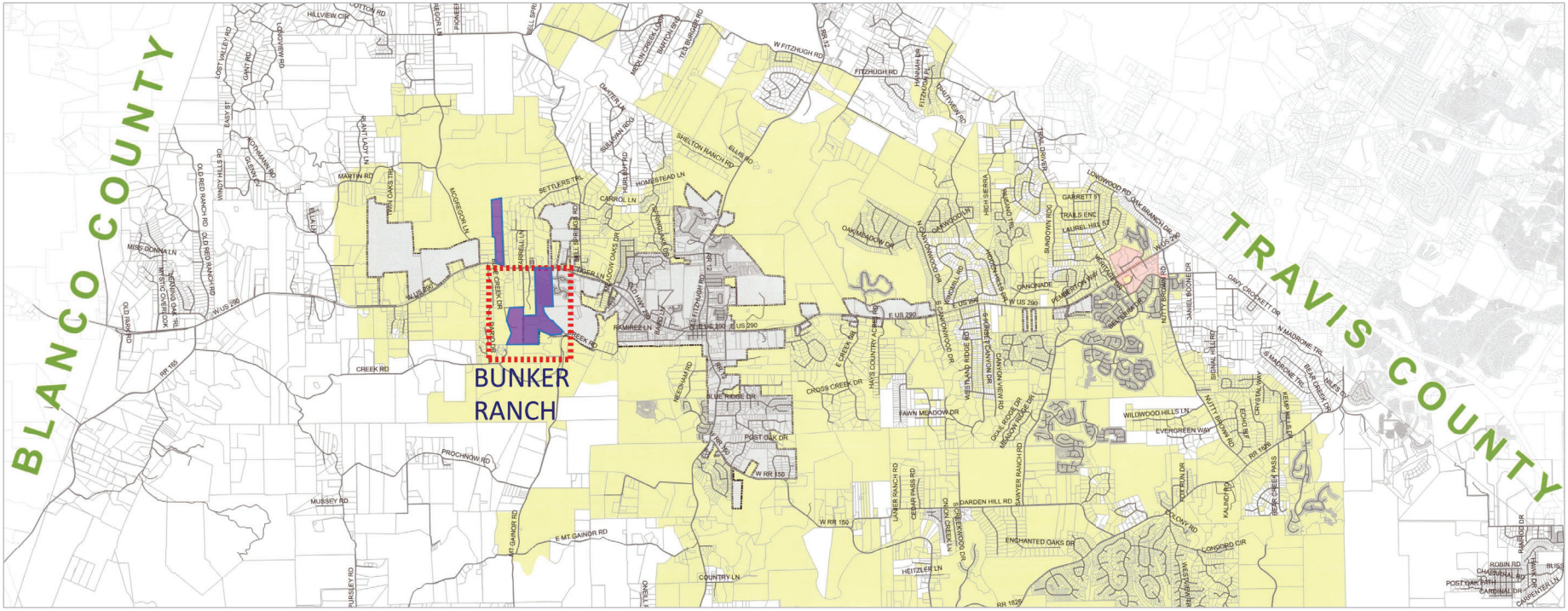
Proposed Concept Master Parkland Plan

Item # 1.

– MASTER PARKLAND PLAN –

PARKLAND REQUIREMENTS: = # L.U.E.s/25 = 3,393 L.U.E.s /25 = 135.72 Ac. (PUBLIC) = 271.44 Ac. (PRIVATE)	
= PARKLAND DEDICATION PARCEL	25.70 AC
SUITABLE PARKLAND AREA	
= AREA OUTSIDE FLOODPLAIN	392.21 AC (83.32%)
= AREA WITHIN FLOODPLAIN	52.82 AC (11.22%)
SUITABLE PARKLAND AREA = 470.73 Ac.	





map image credit cityofdrippingsprings.com

REGISTERED ARCHITECT
PHILIP SOUTHWICK
19610
STATE OF TEXAS
02/09/2021
BRG

OVERALL LOCATION MAP

SCALE: 1" = 200,000'

N

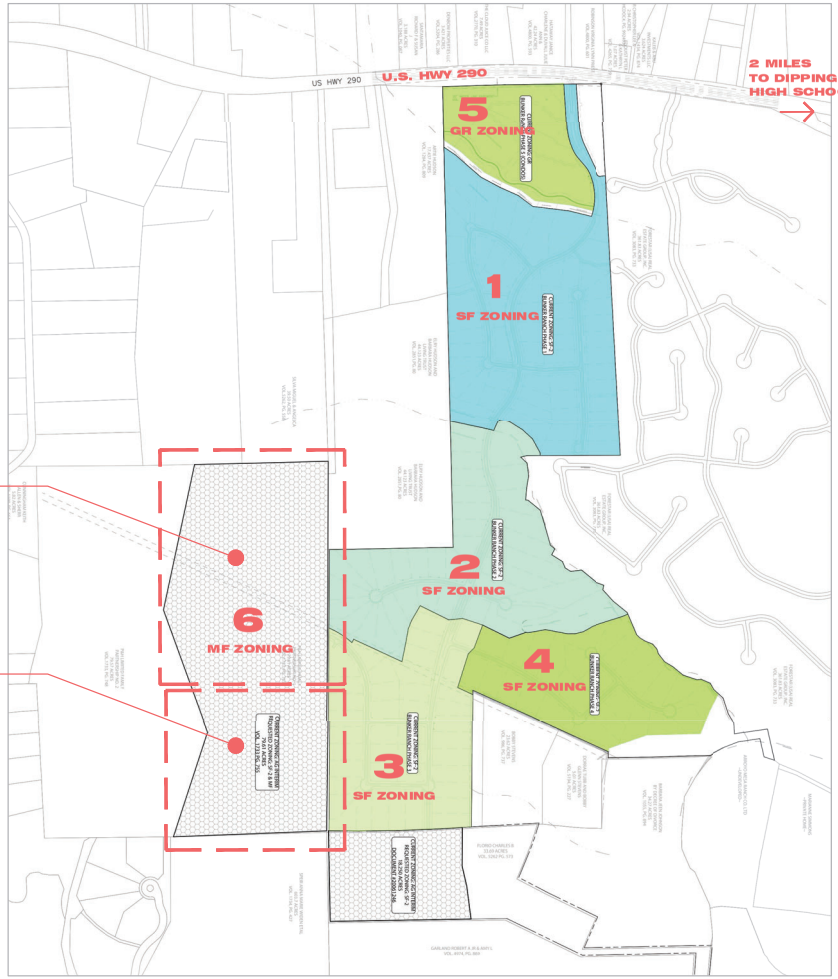
L. M. Holder III, FAIA
Architecture Planning Energy Consulting
4202 Spicewood Springs Rd #214 Austin TX 78759

BUNKER RANCH PHASE 6

HARDY TRACT

DATE: 03/09/2021

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION



REGISTERED ARCHITECT
PHILIP SOUTHWICK
19610
STATE OF TEXAS
02/09/2021
BRG

PROPOSED SITE KEYPLAN

SCALE: 1"=800'

N

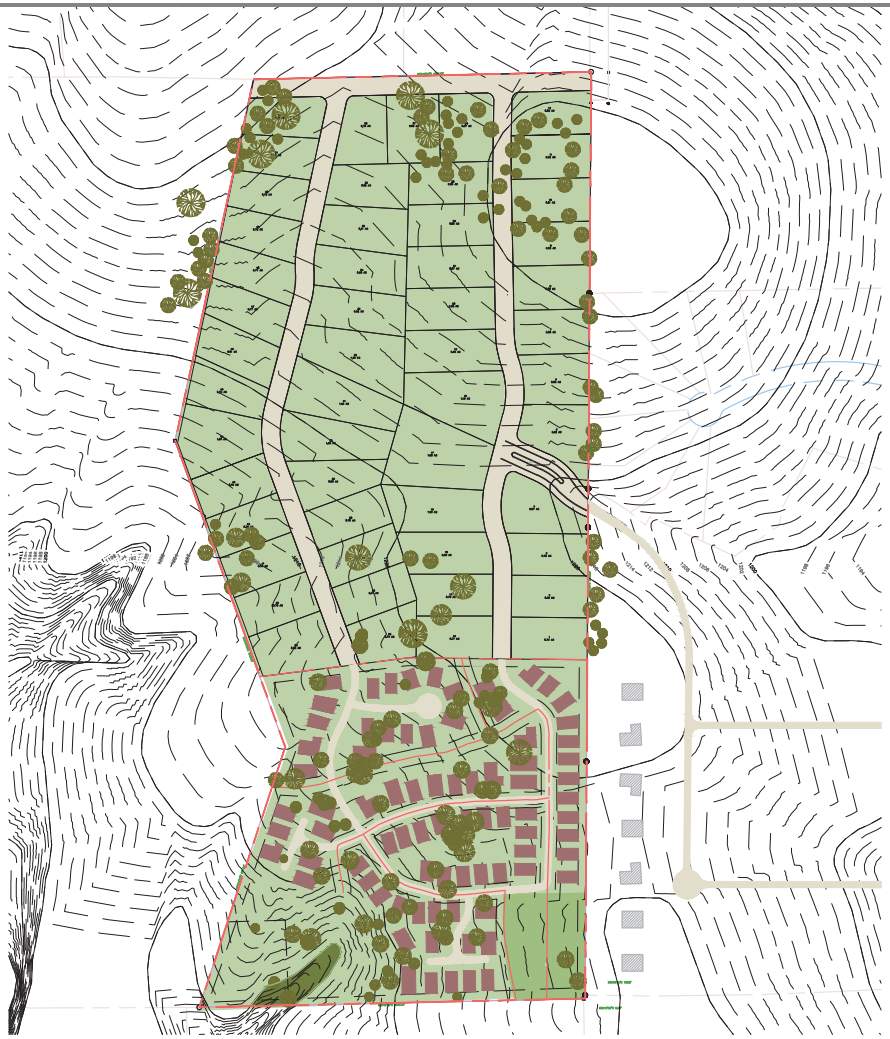
L. M. Holder III, FAIA
Architecture Planning Energy Consulting
4202 Spicewood Springs Rd #214 Austin TX 78759

BUNKER RANCH PHASE 6

HARDY TRACT

DATE: 03/09/2021

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION



REGISTERED ARCHITECT
PHILIP SOUTHWICK
19610
STATE OF TEXAS
02/09/2021
BRG

SITE PLAN- HARDY TRACT

SCALE: 1"=400'

N

L. M. Holder III, FAIA
Architecture Planning Energy Consulting
4202 Spicewood Springs Rd #214 Austin TX 78759

BUNKER RANCH PHASE 6

HARDY TRACT

DATE: 03/09/2021

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

PROPOSED LARGE LOTS

SCALE: 1"=250'

N

L. M. Holder III, FAIA
Architecture Planning Energy Consulting
4202 Spicewood Springs Rd #214 Austin TX 78759

BUNKER RANCH PHASE 6

HARDY TRACT

DATE: 03/09/2021

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

PROPOSED GARDEN VILLAS

SCALE: 1"=150'

N

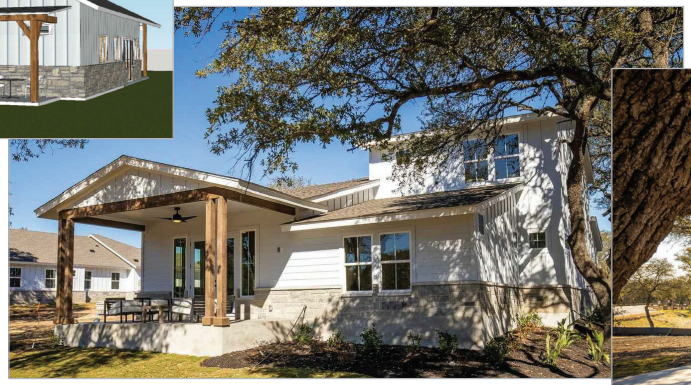
L. M. Holder III, FAIA
Architecture Planning Energy Consulting
4202 Spicewood Springs Rd #214 Austin TX 78759

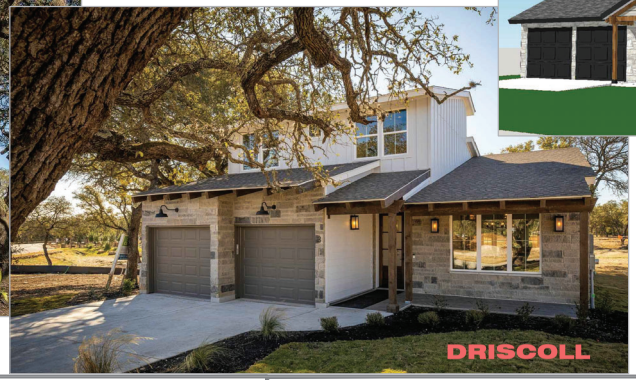
BUNKER RANCH PHASE 6

HARDY TRACT

DATE: 03/09/2021

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION





REGISTERED ARCHITECT
PHILIP SOUTHWICK
19610
STATE OF TEXAS
02/09/2021
BRG

rendering assistance from BDX

STYLES OVERVIEW

L. M. Holder III, FAIA
Architecture Planning Energy Consulting
4202 Spicewood Springs Rd #214 Austin TX 78759

BUNKER RANCH PHASE 6

HARDY TRACT

DATE: 03/09/2021

NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS
PROCLAIMING MARCH 21, 2021 AS

"Down Syndrome Association of Central Texas Day"

WHEREAS, the Down Syndrome Association of Central Texas has provided support, resources, and education to thousands of individuals in our Down syndrome community for over 29 years, including families, educators, and medical professionals; and

WHEREAS, the Down Syndrome Association of Central Texas has positively influenced the perception of people with Down syndrome and the opportunities afforded to them in the Central Texas community; and

WHEREAS, the Down Syndrome Association of Central Texas continues to honor the lives and abilities of individuals with Down syndrome by celebrating World Down Syndrome Day.

NOW THEREFORE, BE IT PROCLAIMED by the City Council of Dripping Springs, Texas that:

1. March 21, 2021 shall be recognized as "Down Syndrome Association of Central Texas Day".

2. The City Council calls upon the citizens of Dripping Springs to work together to raise awareness and support for organizations that assist with the Down Syndrome Community.

_____

Bill Foulds, Jr., Mayor

CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, February 09, 2021 at 6:00 PM

MINUTES

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting
https://us02web.zoom.us/j/81796467219?pwd=UHh1QU4wcUVHMW1kUE9mVHBsV2o5QT09

Meeting ID: 817 9646 7219
Passcode: 653073

Dial Toll Free:
888 475 4499 US Toll-free
877 853 5257 US Toll-free

Find your local number: https://us02web.zoom.us/u/kb20jPz96W

Join by Skype for Business: https://us02web.zoom.us/skype/81796467219

CALL TO ORDER AND ROLL CALL

City Council Members present were:
Mayor Bill Foulds, Jr.
Mayor Pro Tem Taline Manassian
Council Member Place 2 Wade King
Council Member Place 3 Todd Purcell
Council Member Place 4 April Harris Allison
Council Member Place 5 Travis Crow

Staff, Consultants & Appointed/Elected Officials present were:
City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Treasurer Gina Gillis
Finance Director Shawn Cox
Communications Director Lisa Sullivan
City Secretary Andrea Cunningham
Public Works Coordinator Aaron Reed
Senior Planner Amanda Padilla
Emergency Management Coordinator Roman Baligad
DSRP Event Center Manager Tina Adams

IT Coordinator Misty Dean
Planning Consultant Robyn Miga
Planning & Zoning Commission Chair Mim James

With a quorum of the City Council present, Mayor Foulds, Jr. called the meeting to order at 6:01 p.m.

CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING

PLEDGE OF ALLEGIANCE

Council Member Purcell led the Pledge of Allegiance to the Flag.

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

No one spoke during Presentation of Citizens.

PROCLAMATIONS & PRESENTATIONS

1. **Approval of a Proclamation proclaiming the month of February 2021 as "Black History Month" in the City of Dripping Springs.** *Sponsor: Council Member Harris-Allison*

   Council Member Harris-Allison read the proclamation and presented it to the Dripping Springs Community Empowering Positive Change representative Elizabeth Alaniz.

2. **Approval of a Proclamation proclaiming the the month of February 2021 as "Dating Violence Awareness and Prevention Month" in the City of Dripping Springs.** *Sponsor: Council Member King*

   Council Member King read the proclamation and presented it to Hays-Caldwell Women's Center representative Megan Osborne.

A motion was made by Council Member Harris-Allison to approve a Proclamation proclaiming the month of February 2021 as "Black History Month" in the City of Dripping Springs, and a Proclamation proclaiming the month of February 2021 as "Dating Violence Awareness and Prevention Month" in the City of Dripping Springs. Council Member King seconded the motion which carried unanimously 5 to 0.

CONSENT AGENDA

The following items are anticipated to require little or no individualized discussion due to their nature being clerical, ministerial, mundane or routine. In an effort to enhance the efficiency of City Council meetings, it is intended that these items will be acted upon by the City Council with a single motion because no public hearing or determination is necessary. However, a City Council Member or citizen may request separate deliberation for a specific item, in which event those items will be removed from the consent agenda prior to the City Council voting on the consent agenda as a collective, singular item. Prior to voting on the consent agenda, the City Council may add additional items that are listed elsewhere on the same agenda.

3. **Approval of the January 9, 2021 and January 16, 2021 City Council regular meeting minutes.**

4. **Approval of the January 2021 City Treasurer's Report.**

5. **Approval of an Ordinance and Notice calling for the May 2021 General Municipal Elections for the City of Dripping Springs.**

   Filed as Ordinance No. 2021-07

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda items 4 and 5. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

No action was taken on Consent Agenda Item: **Approval of the January 9, 2021 and January 16, 2021 City Council regular meeting minutes.**

BOARD OF ADJUSTMENT

CALL TO ORDER AND ROLL CALL

Board Members present were:
Bill Foulds, Jr., Chair
Taline Manassian
Wade King
Todd Purcell
April Harris-Allison
Travis Crow
Charles Busbey (Alternate Member)
Joe Volpe (Alternate Member)

BOARD OF ADJUSTMENT AGENDA

6. **Public hearing and consideration of approval regarding VAR2020-0028: an application for a Special Exception to Chapter 30 Exhibit A Sec 5.7.6 and 5.7.7 regarding parking calculation requirements for mixed use buildings. The property is located at 100 Commons Suite 9, Dripping Springs, TX (R138851).** *Applicant: Jon Thompson, J Thompson Professional Consulting*
   a) Presentation

Applicants Jon Thompson and Eric Turcotte presented the item and were available for questions.

b) Staff Report

Amanda Padilla presented the staff report which is on file. Staff recommends approval of the special exception.

c) Planning and Zoning Commission Report

Chair James: Commission recommended approval of the special exception unanimously 7 to 0.

d) Public Hearing – No one spoke during the Public Hearing.

e) Special Exception

A motion was made by Board Member Purcell to approve VAR2020-0028: an application for a Special Exception to Chapter 30 Exhibit A Sec 5.7.6 and 5.7.7 regarding parking calculation requirements for mixed use buildings, and located at 100 Commons Suite 9, Dripping Springs, TX (R138851). Chair Foulds seconded the motion which carried unanimously 6 to 0.

CITY COUNCIL

BUSINESS AGENDA

7. Discuss and consider approval of an Annexation Application and direction to staff to negotiate an Annexation Agreement with Owners to annex approximately 18.250 acres in the extraterritorial jurisdiction, situated in the Benjamin F Hanna Survey, Survey No. 28, Abstract No. 222, located at 2004 Creek Road, Dripping Springs, Texas 78620 (Tax ID: R143390 and R14993). *Applicant: Civil and Environmental Consultants, Inc.*

a) Presentation – No presentation given.

b) Staff Report

Robyn Miga presented the staff report which is on file. Staff recommends approval of the annexation application.

c) Annexation Application

A motion was made by Council Member Crow to approve an Annexation Application and direction to staff to negotiate an Annexation Agreement with Owners to annex approximately 18.250 acres in the extraterritorial jurisdiction, situated in the Benjamin F Hanna Survey, Survey No. 28, Abstract No. 222, located at 2004 Creek Road, Dripping Springs, Texas 78620 (Tax ID: R143390 and R14993). Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

8. Public hearing and consideration of approval of an Ordinance regarding ZA2020-0011: an application for a Zoning Amendment to consider a proposed zoning map amendment from Two Family Residential - Duplex District (SF-4) to Multi-Family (MF) for an approximately 4.003 acre tract of land situated in Phillip A. Smith Survey, NO. 26, Abstract No. 415. This property is located at 210 Creek Road, Dripping Springs, TX.(R18047 and R18045). *Applicant: Jon Thompson*

a) Presentation

Applicants Jon Thompson and Steve and Tony Koinis were available for questions.

b) Staff Report

Robyn Miga presented the staff report which is on file. Staff recommends approval of the zoning amendment with conditional overlay.

c) Planning and Zoning Commission Report

Chair James: Commission recommended approval with the conditional overlay 6 to 1, with Commissioner Strong opposed.

d) Public Hearing

Tony Koinis spoke in favor of the zoning amendment and conditional overlay.

e) Zoning Amendment Ordinance

A motion was made by Mayor Pro Tem Manassian to approve with conditional overlay as presented by staff, ZA2020-0011: an application for a Zoning Amendment to consider a proposed zoning map amendment from Two Family Residential - Duplex District (SF-4) to Multi-Family (MF) for an approximately 4.003 acre tract of land situated in Phillip A. Smith Survey, NO. 26, Abstract No. 415, and located at 210 Creek Road, Dripping Springs, TX (R18047 and R18045). Council Member Harris-Allison seconded the motion which carried 4 to 1, with Council Member King opposed.

Filed as Ordinance No. 2021-08

9. Discuss and consider approval of the selection of Engineering Services regarding the TxDOT CSJ 0914-33-087 Rob Shelton Boulevard TASA Sidewalk Project, subject to TxDOT concurrence; and authorization for the City Administrator to negotiate the contract.

A motion was made by Council Member Purcell approve of the selection of Freese & Nichols for the TxDOT CSJ 0914-33-087 Rob Shelton Boulevard TASA Sidewalk Project, subject to TxDOT concurrence; and authorization for the City Administrator to negotiate the contract. Council Member Crow seconded the motion which carried unanimously 5 to 0.

10. Discuss and consider adoption of City of the Dripping Springs budget calendar for Fiscal Year 2022.

Shawn Cox presented the staff report which is on file. Staff recommends approval of the calendar.

A motion was made by Mayor Pro Tem Manassian to approve adoption of the City Dripping Springs budget calendar for Fiscal Year 2022. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

11. Discuss and consider acceptance of a Letter of Resignation related to City Council Place 3.

Via unanimous consent, the City Council considered this item following the Executive Session.

REPORTS

Reports of Staff, Boards, Commissions, Committees, Boards and Agencies. All reports are on file and available for review upon request. The City Council may provide staff direction; however, no action may be taken.

Reports are on file and available for review upon request.

12. Maintenance Director's Monthly Report
Craig Rice, Maintenance Director

13. City Attorney Report
Laura Mueller, City Attorney

14. Legislative Report
Laura Mueller, City Attorney

15. Economic Development Committee Monthly Report
Kim Fernea, Chair

16. Parks & Community Services 2020 Annual Report
Kelly Schmidt, PCS Director

17. Parks & Community Services January 2021 Report
Kelly Schmidt, PCS Director

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney, and 551.072, Deliberation of Real Property and regarding Executive Session Agenda Items 18 – 21. Council Member Crow seconded the motion which carried unanimously 5 to 0.

EXECUTIVE SESSION AGENDA

The City Council for the City of Dripping Springs has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code

Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development). The City Council for the City of Dripping Springs may act on any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

18. **Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders.** *Consultation with City Attorney, 551.071*

19. **Consultation with City Attorney and Deliberation of Real Property regarding property acquisition related to the South Regional Water Reclamation Project.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

20. **Deliberation of Real Property and Consultation with City Attorney regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses and real property in the Triangle and Veterans Memorial Park.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

21. **Consultation with City Attorney regarding legal issues related to the Zoning Ordinance, Development Agreements, Municipal Utility Districts, Easements, and Density of Development.** *Consultation with Attorney, 551.071*

The City Council met in Executive Session from 6:54 p.m. – 8:02 p.m. No vote or action was taken in Executive Session.

Mayor Foulds, Jr. returned the meeting to Open Session at 8:02 p.m.

OPEN SESSION

A motion was made by Mayor Pro Tem Manassian to pull Executive Session Agenda Items 19 and 20 into Open Session for consideration and possible action. Council Member Purcell seconded the motion which carried unanimously 5 to 0.

19. **Consultation with City Attorney and Deliberation of Real Property regarding property acquisition related to the South Regional Water Reclamation Project.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

A motion was made by Mayor Pro Tem Manassian to authorize the Mayor and staff to make offers on easements on properties that were discussed in Executive Session. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

A motion was made by Mayor Pro Tem Manassian to approve a Resolution of the City of Dripping Springs determining a public need and necessity of acquisition of certain properties for the South Regional Water Reclamation Project and authorizing the City's Attorney to file proceedings of eminent domain to require said properties. Council Member King seconded the motion which carried unanimously 5 to 0.

Filed as Resolution No. 2021-R04

20. Deliberation of Real Property and Consultation with City Attorney regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses and real property in the Triangle and Veterans Memorial Park. *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

A motion was made by Council Member Purcell to have the City's response sent to the Dripping Springs Independent School District based on the City Attorney's recommendations and as discussed in Executive Session. Council Member King seconded the motion which carried unanimously 5 to 0.

Business Agenda Item

11. Discuss and consider acceptance of a Letter of Resignation related to City Council Place 3.

A motion was made by Council Member King to accept of a Letter of Resignation related to City Council Place 3. Council Member Crow seconded the motion which carried unanimously 5 to 0.

UPCOMING MEETINGS

City Council Meetings
February 16, 2021 at 6:00 p.m.
March 9, 2021 at 6:00 p.m.
March 16, 2021 at 6:00 p.m.

Board, Commission & Committee Meetings
Utility Commission, February 9, 2021 at 4:00 p.m.
Farmers Market Association Board, February 18, 2021 at 10:00 a.m.
Emergency Management Commission, February 18, 2021 at 12:00 p.m.
Transportation Committee, February 22, 2021 at 3:30 p.m.
Planning & Zoning Commission, February 23, 2021 at 6:30 p.m.
Economic Development Committee, February 24, 2021 at 4:00 p.m.

ADJOURN

A motion was made by Council Member Harris-Allison to adjourn the meeting. Council Member King seconded the motion which carried unanimously 5 to 0.

This regular meeting adjourned at 8:13 p.m.

APPROVED ON: March 9, 2021

_____
Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

CITY COUNCIL REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, February 16, 2021 at 6:00 PM

MINUTES

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting
https://us02web.zoom.us/j/88964029368?pwd=dlVuQXNTTjQ4NVFRSllKYWFERGU2QT09

Meeting ID: 889 6402 9368
Passcode: 819886

Dial Toll Free:
877 853 5257 US Toll-free
888 475 4499 US Toll-free

Find your local number: https://us02web.zoom.us/u/kdFNNe0SEd

Join by Skype for Business: https://us02web.zoom.us/skype/88964029368

CALL TO ORDER AND ROLL CALL

City Council Members present were:
Mayor Bill Foulds, Jr.
Mayor Pro Tem Taline Manassian
Council Member Place 2 Wade King
Council Member Place 4 April Harris Allison
Council Member Place 5 Travis Crow (via teleconference)

Staff, Consultants & Appointed/Elected Officials present were:
City Administrator Michelle Fischer
City Attorney Laura Mueller
City Treasurer Gina Gillis
Finance Director Shawn Cox
Communications Director Lisa Sullivan
City Secretary Andrea Cunningham
IT Coordinator Misty Dean
TIRZ Project Manager Keenan Smith

With a quorum of the City Council present, Mayor Foulds, Jr. called the meeting to order at 6:03 p.m.

PLEDGE OF ALLEGIANCE

Mayor Foulds, Jr. led the Pledge of Allegiance to the Flag.

PRESENTATION OF CITIZENS

A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

No one spoke during Presentation of Citizens.

PROCLAMATIONS & PRESENTATIONS

1. **Approval of a Proclamation proclaiming February 22, 2021 as "President George Washington's Birthday" in the City of Dripping Springs.** *Sponsor: Mayor Foulds, Jr.*

   Council Member King read the proclamation.

   Via unanimous consent, the City Council approved a proclamation proclaiming February 22, 2021 as "President George Washington's Birthday" in the City of Dripping Springs.

CONSENT AGENDA

The following items are anticipated to require little or no individualized discussion due to their nature being clerical, ministerial, mundane or routine. In an effort to enhance the efficiency of City Council meetings, it is intended that these items will be acted upon by the City Council with a single motion because no public hearing or determination is necessary. However, a City Council Member or citizen may request separate deliberation for a specific item, in which event those items will be removed from the consent agenda prior to the City Council voting on the consent agenda as a collective, singular item. Prior to voting on the consent agenda, the City Council may add additional items that are listed elsewhere on the same agenda.

2. **Approval of the January 12, 2021 and January 19, 2021 City Council regular meeting minutes.**

3. **Approval of a Resolution Adopting a Downtown Mercer Street Banner Policy.** *Sponsor: Mayor Pro Tem Taline Manassian.*

   Filed as Resolution No. 2021-R05

4. **Approval of an Agreement between the City of Dripping Springs and the Dripping Springs Visitors Bureau for the Music Friendly Community Program with the Texas Office of the Governor.** *Sponsor: Mayor Pro Tem Taline Manassian.*

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda Items 2 – 4. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

BUSINESS AGENDA

5. **Public hearing and consideration of approval of 2021-1106 Get Along Grill Sign Variance Request to Allow a Wall Sign to Exceed the Maximum Height and Lines of Text Allowed by the Planned Development District No. 2 Sign Regulations, located at 333 Highway 290, Suite 437, Dripping Springs, Texas, 78620**. *Applicant: Lindsey Sitton, Aetna Sign Group.*

Council Member Harris-Allison recused from this item. An Affidavit of Potential Conflict is on file in the City Secretary's Office.

a) Presentation – No presentation given.

b) Sign Administrator's Report

Michelle Fischer presented the Sign Administrator's Report which is on file. Staff recommends approval of the variance.

c) Public Hearing – No one spoke during the Public Hearing.

d) Variance Request

A motion was made by Mayor Pro Tem Manassian to approve 2021-1106 Get Along Grill Sign Variance Request to Allow a Wall Sign to Exceed the Maximum Height and Lines of Text Allowed by the Planned Development District No. 2 Sign Regulations, located at 333 Highway 290, Suite 437, Dripping Springs, Texas, 78620. Council Member King seconded the motion which carried 3 to 0 to 1, with Council Member Harris-Allison recused.

6. **Discuss and consider approval of an Ordinance of the City of Dripping Springs, Texas Amending the Current 2020-2021 Fiscal Year Budget.**

Gina Gillis was available for questions and her staff report is on file. Staff recommends approval of the budget amendment with the recommendation that the funds proposed to be transferred to the Capital Improvement Fund (CIP) be held in the contingency budget line item for emergency repairs.

A motion was made by Council Member King to approve an Ordinance of the City of Dripping Springs, Texas Amending the Current 2020-2021 Fiscal Year Budget with the condition that the Capital Improvement Fund (CIP) be held in contingency for emergency repairs. Mayor Pro Tem Manassian seconded the motion which carried unanimously 4 to 0.

Filed as Ordinance No. 2021-09

7. **Discuss and consider the appointment of an individual to an unexpired term for Dripping Springs Council Member Place 3.**

   No action was taken on this item.

8. **Discuss and consider approval of a Professional Services Agreement between the City of Dripping Springs and TJKM for Grant Services related to the Old Fitzhugh Road Project.** *Sponsor: Mayor Pro Tem Manassian*

   A motion was made by Council Member Harris-Allison to approve a Professional Services Agreement between the City of Dripping Springs and TJKM for Grant Services related to the Old Fitzhugh Road Project. Council Member King seconded the motion which carried unanimously 4 to 0.

9. **Presentation and consideration of approval of the City of Dripping Springs Fiscal Year 2019-2020 Audit.** *Don Allman, CPA, PC*

   Don Allman presented the Audit which is on file.

   A motion was made by Council Member King to approve the City of Dripping Springs Fiscal Year 2019-2020 Audit. Mayor Pro Tem Manassian seconded the motion which carried unanimously 4 to 0.

10. **Discuss and consider approval of a Resolution approving the Notice of Transfer and capacity of assignee of the Westwood Amended and Restated Development Agreement, Westwood Public Improvement District Finance Agreement, and Westwood Utility Agreement from Scenic Land Holdings, LLC to Capital Land Investments 2, LP.** *Applicant Scenic Land Holdings, LLC*

    Laura Mueller presented the staff report which is on file. Staff recommends approval of the resolution with the recommendation that the Mayor and City Attorney finalize associated documents.

    The City Council took action on this item after Executive Session.

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney, 551.072, Deliberations about Real Property, and 551.071, Deliberations about Personnel Matters, and regarding Executive Session Agenda Items 11 – 15 and Business Agenda Item 10. Council Member King seconded the motion which carried unanimously 4 to 0.

EXECUTIVE SESSION AGENDA

The City Council for the City of Dripping Springs has the right to adjourn into executive session at any time during the course of this meeting to discuss any matter as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development). The City Council for the City of Dripping Springs may act on any item listed in Executive Session in Open Session or move any item from Executive Session to Open Session for action.

11. **Consultation with City Attorney regarding legal issues related to the Development Agreements, Municipal Utility Districts, and Density of Development on current projects including Cynosure/Wild Ridge.** *Consultation with Attorney, 551.071*

12. **Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders.** *Consultation with City Attorney, 551.071*

13. **Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses and real property in the Triangle and Veterans Memorial Park.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

14. **Consultation with City Attorney on legal matters related to employment and deliberation regarding Personnel Matters related to the appointment, employment, evaluation, reassignment, duties, and discipline related to the building permit technician and code enforcement inspector.** *551.071 Consultation with Attorney; 551.074 Deliberation regarding Personnel Matters*

15. **Consultation with City Attorney related to legislative program and matters regarding water, wastewater, and other utility issues.** *Consultation with City Attorney, 551.071*

The City Council met in Executive Session from 6:38 p.m. – 7:11 p.m. No vote or action was taken during Executive Session.

Mayor Foulds, Jr. returned the meeting to Open Session at 7:11 p.m.

OPEN SESSION

The City Council took up Business Agenda Item 10.

Discuss and consider approval of a Resolution approving the Notice of Transfer and capacity of assignee of the Westwood Amended and Restated Development Agreement, Westwood Public Improvement District Finance Agreement, and Westwood Utility Agreement from Scenic Land Holdings, LLC to Capital Land Investments 2, LP. *Applicant Scenic Land Holdings, LLC*

A motion was made by Mayor Pro Tem Manassian to approve a Resolution approving the Notice of Transfer and capacity of assignee of the Westwood Amended and Restated Development Agreement, Westwood Public Improvement District Finance Agreement, and Westwood Utility Agreement from Scenic Land Holdings, LLC to Capital Land Investments 2, LP. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

Filed as Resolution No. 2021-R06

UPCOMING MEETINGS

City Council Meetings
March 9, 2021 at 6:00 p.m.
March 16, 2021 at 6:00 p.m.

April 13, 2021 at 6:00 p.m.
April 20, 2021 at 6:00 p.m.

Board, Commission & Committee Meetings
February 18, 2021 Farmers Market Association Board at 10:00 a.m.
February 18, 2021 Emergency Management Commission at 12:00 p.m.
February 22, 2021 Transportation Committee at 3:30 p.m.
February 23, 2021 Planning & Zoning Commission at 6:30 p.m.
February 24, 2021 Economic Development Committee at 4:00 p.m.
March 1, 2021 Parks & Recreation Commission at 6:00 p.m.
March 3, 2021 DSRP Board at 12:00 p.m.
March 4, 2021 Historic Preservation Commission at 4:00 p.m.
March 8, 2021 TIRZ No. 1 & No. 2 Board at 4:00 p.m.
March 8, 2021 Founders Day Commission at 6:30 p.m.
March 10, 2021 Utility Commission at 4:00 p.m.

ADJOURN

A motion was made by Council Member King to adjourn the meeting. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

This regular meeting adjourned at 7:13 p.m.

APPROVED ON: March 9, 2021

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

City of Dripping Springs

Report to the MAYOR and MEMBERS of the City Council

From the CITY TREASURER

For the Month ending February 28, 2021

March 9, 2021

Budgeted sales tax was increased on the February budget amendment due to the upward trend in collections from the beginning of FY21 through February. Year to date actual and year to date budget numbers will even out in the next couple of months. Ad Valorem Tax is at approximately 75% of collections for the year. Building Code and Site Development Fees remain higher than projected. Revenues overall are at or ahead of projected amounts.

Expenses overall remain lower than projected year to date. We expect that storm expenses for the most part will be covered by insurance. We are tracking those expenses as bills come in. We transferred $125,000.00 of the budgeted amount to the Reserve Account. We transferred funds to DSRP per the budget amendment as well as half of the budgeted HOT funds to cover expenses.

Wastewater billing revenue has not been received for November, December, and January collections. They will be caught up in March. There was a problem with calculations in the software at Dripping Springs Water Supply Corporation that has now been corrected. Year to date revenues overall are higher mostly due to an unbudgeted water payment of $100,000.00. This is a payment from Big Sky/Meritage Development as a result of negotiations to release the portion of the development in the City's water service area to the DSWSC for water service. This will need to be added on the next budget amendment.

The TWDB Outlay #4 which I have mentioned previously was held up and is now being processed for payment in the amount of $245,543.72 for TWDB expenses reimbursement.

At February 28 the City's cash balances were $18.5M. This is a 4.52 % increase from the previous month's cash balances. $16,614.66 was collected in interest for the month of February. The General Fund, Wastewater Utility Fund and Dripping Springs Ranch Park Fund Operating statements are included with this report.

Respectfully Submitted,

Gina Gillis

City of Dripping Springs GENERAL FUND
Income Statement
For the Five Months Ending February 28, 2021

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Revenues				
Sales Tax Revenue	$ 216,635.68	$ 214,172.85	$ 960,507.88	$ 1,070,864.25
Mixed Beverage	4,308.51	0.00	28,690.08	14,500.00
Alcohol Permit Fees	45.00	416.67	1,306.89	2,083.35
Ad Val Tax Interest /Penalties	58.31	333.33	442.55	1,666.65
Ad Valorem Tax	433,343.65	132,609.81	1,178,592.77	663,049.05
Transfer from Park Dedication	0.00	14,350.00	8,670.00	71,750.00
TXF from Landscaping Fund	0.00	541.67	0.00	2,708.35
FEMA Funds Dam Repair	0.00	6,250.00	205,967.45	31,250.00
City Sponsored Events	0.00	0.00	1,277.50	0.00
Subdivision Fees	1,580.00	51,850.00	230,121.25	259,250.00
Site Development Fees	0.00	16,208.33	119,431.17	81,041.65
Other Fees (Zoning, Sign, Ord)	3,155.00	5,416.67	25,429.81	27,083.35
Building Code Fees	84,999.70	83,333.33	670,202.27	416,666.65
Solid Waste	0.00	0.00	19,410.36	18,000.00
Community Service Fees	0.00	0.00	375.00	0.00
Park Rental Income	239.28	0.00	1,199.28	0.00
Park Donations & sponsors	0.00	0.00	13,509.08	0.00
Pavilion,& Pool Rental	0.00	0.00	235.00	0.00
Muni Court Fines/Special Fees	0.00	20.83	0.00	104.15
Checking Acct Interest	4,029.35	2,916.67	19,264.36	14,583.35
Other Income	9,431.58	3,333.33	27,459.07	16,666.65
Health Permits/Inspections	5,820.00	3,750.00	32,100.00	18,750.00
ESD Inspections Income	0.00	833.33	4,569.22	4,166.65
TXF from HOT	0.00	2,200.00	0.00	2,200.00
Total Revenues	763,646.06	538,536.82	3,548,760.99	2,716,384.10
Expenses				
TML Liability Insurance	0.00	0.00	5,339.57	7,384.50
TML Property Insurance	0.00	0.00	17,423.00	12,517.00
TML Workmen's Comp Insurance	14,898.00	0.00	18,657.50	11,013.00
Office Salaries	149,162.14	151,593.51	814,934.38	757,967.55
City OT	739.79	0.00	3,608.59	0.00
DSRP Parks	9,516.12	27,013.13	48,194.79	135,065.65
DSRP On Call	(800.00)	0.00	0.00	0.00
DSFM Manager	0.00	0.00	2,240.43	0.00
DSRP OT	168.12	0.00	2,310.41	0.00
Dam Repair	0.00	0.00	3,050.85	0.00
ON CALL	1,000.00	0.00	4,800.00	0.00
Bldg. Inspector	0.00	76,666.67	605,257.21	383,333.35
Health Inspector	4,051.60	3,750.00	14,503.14	18,750.00
Bad Debt Expense	0.00	416.67	0.00	2,083.35
St. Unemployment Ins.-Off	5,445.35	0.00	14,599.34	0.00
TMRS Retirement	9,612.75	8,888.48	48,241.82	44,442.40
Employee Benefits	45,290.37	18,982.93	81,910.52	94,914.65
Office FICA	9,541.65	0.00	48,625.80	0.00
Parks FICA	4,364.89	0.00	20,250.44	0.00
Office Med	2,231.45	0.00	12,153.88	0.00
Parks Med	267.98	0.00	1,801.50	0.00
Financial Services	23,512.50	15,000.00	91,122.50	67,500.00
Engr/Surveying Services	0.00	5,833.33	30,312.50	29,166.65
Architect&Landscape Consultant	640.19	416.67	4,780.68	2,083.35
Lighting Consultant	0.00	83.33	50.00	416.65
Human Resource Consultant	0.00	833.33	0.00	4,166.65
Special Counsel and Consultant	2,011.50	6,166.67	23,823.05	30,833.35
Muni Court Attorney/ Judge	600.00	1,291.67	2,000.00	6,458.35

City of Dripping Springs GENERAL FUND
Income Statement
For the Five Months Ending February 28, 2021

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Records Management	60.00	83.33	300.00	416.65
Fleet Acquisition	0.00	0.00	2,299.99	39,800.00
Fleet Maintenance	671.57	1,112.50	4,602.59	5,562.50
Office Supplies	717.25	2,083.33	6,976.41	10,416.65
Founders Park/Pool Supplies	0.00	864.58	186.83	4,322.90
Sports & Rec Park Supplies	0.00	16.67	0.00	83.35
Office Equip & Misc Office Exp	0.00	500.00	0.00	2,500.00
Maintenance Equipment	166.99	750.00	5,490.09	3,750.00
Maintenance Supplies	355.24	377.08	1,411.81	1,885.40
Charro Ranch Supplies	0.00	16.67	37.10	83.35
General Park Supplies	196.00	333.33	1,661.92	1,666.65
Parks Mileage	0.00	0.00	27.60	0.00
Park Dues, Fees, Subscriptions	119.25	226.59	943.68	1,132.95
Network & Telephone	76.58	2,083.33	5,623.46	10,416.65
Office IT Equipment & Support	6,075.71	4,916.67	24,439.70	24,583.35
Software	7,246.62	17,153.58	46,214.84	85,767.90
Pool Phone & Network	95.31	100.00	683.07	500.00
Portable Toilets Parks	460.00	481.67	2,300.00	2,408.35
Postage & Shipping	638.20	291.67	998.80	1,458.35
Lighting Compliance	1,000.00	166.67	1,000.00	833.35
Public Safety	0.00	0.00	3,400.00	3,400.00
Stephenson Maintenance	0.00	0.00	8.98	0.00
Office Maintenance/Repairs	757.89	905.00	4,130.70	4,525.00
City Hall Improvements	0.00	416.67	252.10	2,083.35
Equipment Maintenance	0.00	139.58	213.37	697.90
Equipment Rental	0.00	83.33	0.00	416.65
Uniforms	0.00	131.25	753.94	656.25
Office Electricty	381.17	333.33	1,794.05	1,666.65
Street Electricty	1,507.37	1,666.67	7,535.00	8,333.35
Founders Park/Pool Electricty	46.55	541.67	1,381.66	2,708.35
Sports & Rec Park Electricty	307.99	100.00	138.15	500.00
Triangle Electricity	38.25	54.17	191.25	270.85
DSRP House Network/Phone	0.00	0.00	175.84	0.00
DSRP Electricity	0.00	0.00	97.13	0.00
Stephenson Bldg Electric	87.15	125.00	466.75	625.00
Historic District	0.00	250.00	62.50	1,250.00
All Parks Improvements	0.00	4,166.67	0.00	20,833.35
Founders Park/Pool Improvmts	249.88	4,308.33	9,578.96	21,541.65
Sports & Rec Park Improvements	0.00	5,166.67	0.00	25,833.35
Stephenson Bldg	0.00	1,166.67	0.00	5,833.35
Street Maintenance	1,012.76	14,583.33	35,276.15	72,916.65
Street Improvements	0.00	20,833.33	0.00	104,166.65
Transportation Improvements	6,788.75	30,583.67	22,119.15	152,918.35
General Parks Maintenance	0.00	20.83	44.66	104.15
Charro Ranch Maintenance	0.00	912.08	39.56	4,560.40
Founders Pool/Park Maintenance	78.52	1,437.50	308.95	7,187.50
Sports & Rec Park Maintenance	0.00	1,168.33	5,808.34	5,841.65
Triangle Maintenance	12.36	66.67	37.21	333.35
Stephenson Lawn Maintenance	0.00	458.33	0.00	2,291.65
Founders Park Lawn Maintenance	450.00	0.00	1,000.00	0.00
Sports & Rec Park Lawn Mainten	750.00	0.00	3,800.00	0.00
Charro Ranch Lawn Maintenance	1,000.00	0.00	4,550.00	0.00
S&R Trail Maintenance	0.00	41.67	0.00	208.35
Pool Maintenance	0.00	0.00	2,000.00	0.00
Founders Park/Pool Water	176.56	416.67	2,335.45	2,083.35
Sports & Rec Park Water	8,632.05	1,083.33	35,735.93	5,416.65
Triangle Water	35.18	39.58	183.44	197.90
City Hall Water	40.15	54.17	206.86	270.85

City of Dripping Springs GENERAL FUND
Income Statement
For the Five Months Ending February 28, 2021

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
City Streets Water	281.40	333.33	1,464.70	1,666.65
Stephenson Bldg Water	35.41	41.67	183.92	208.35
Training/Education	519.00	3,248.26	4,525.25	16,241.30
Future Land Use Plan	0.00	4,166.67	0.00	20,833.35
Land Aquisition	26,179.42	25,401.30	26,179.42	35,401.30
Dues, Fees, Publications	1,277.87	2,500.00	6,239.59	12,500.00
Public Notices	878.72	500.00	2,621.30	2,500.00
Park Special Events	0.00	0.00	1,627.00	0.00
Public Relations	0.00	416.67	0.00	2,083.35
Newsletter- Website	0.00	552.08	0.00	2,760.40
Code Publication	0.00	503.92	140.00	2,519.60
FD Publicity	0.00	0.00	97.84	0.00
City Mileage	55.44	166.67	295.81	833.35
City Sponsored Events	0.00	416.67	1,580.00	2,083.35
Government Affairs	0.00	833.33	0.00	4,166.65
Miscellaneous Office Expense	(12,418.24)	833.33	(15,561.71)	4,166.65
Economic Development	5,000.00	0.00	5,000.00	5,000.00
Emergency Management	92.12	32.50	663.04	162.50
Emergency Equipment Maint	0.00	530.92	276.36	2,654.60
Emergency Fire& Safety	0.00	83.00	332.00	415.00
EM Mgt PR	0.00	333.33	0.00	1,666.65
COVID 19	685.50	0.00	88,896.99	0.00
Contingencies	0.00	4,166.67	0.00	20,833.35
Transfer to Reserve Fund	125,000.00	0.00	125,000.00	162,328.76
TXF to TIRZ	0.00	0.00	0.00	250,000.00
TXF to DSRP OP	43,286.21	0.00	43,286.21	27,812.00
Total Expenses	513,358.55	484,808.88	2,461,663.59	2,844,194.46
Net Income	$ 250,287.51	$ 53,727.94	$ 1,087,097.40	$ (127,810.36)

City of DS Wastewater Utility Fund
Income Statement
For the Five Months Ending February 28, 2021

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Revenues				
1/4 Cent Sales Tax	$ 69,281.55	$ 52,967.92	$ 307,005.74	$ 264,839.60
Cable	36,828.64	11,208.33	70,458.97	56,041.65
Telephone Franchise Fees	1,334.64	1,250.00	2,863.24	6,250.00
PEC Franchise fees	30,379.06	0.00	70,008.60	60,000.00
Texas Gas Franchise Fees	90.00	250.00	2,096.83	1,250.00
Water	0.00	0.00	100,000.00	0.00
Delayed Connection Fees	0.00	13,266.67	22,900.00	66,333.35
Over Use fees	0.00	5,505.69	15,828.01	27,528.45
Transfer Fees	0.00	291.67	3,840.00	1,458.35
Wastewater Service	0.00	66,176.05	206,988.91	330,880.25
Interest Income	5,589.13	3,750.00	30,045.44	18,750.00
Late Fees	0.00	333.33	3,656.43	1,666.65
Other Income	5,482.66	2,916.67	180,390.20	14,583.35
Total Revenues	148,985.68	157,916.33	1,016,082.37	849,581.65
Expenses				
Administrative	6,594.00	9,200.00	38,973.00	46,000.00
Operations- Routine	20,280.02	6,666.67	23,005.34	33,333.35
Operations Non Routine	15,160.79	12,500.00	26,337.06	62,500.00
Regulatory	0.00	291.67	2,440.26	1,458.35
Legal Fees	12,392.63	2,500.00	19,390.13	12,500.00
Financial	0.00	10,000.00	0.00	10,000.00
Planning/Permitting	20,882.30	4,166.67	23,996.29	20,833.35
Engineering and Surveying	33,231.97	0.00	33,913.80	0.00
Chlorinator Alarm	0.00	83.33	0.00	416.65
Misc Planning/Cons 1431-001	0.00	625.00	0.00	3,125.00
Construction Phase Services	345.00	2,500.00	345.00	12,500.00
Road Reconstruction	0.00	833.33	0.00	4,166.65
TWDB East Interceptor	16,856.05	8,333.33	95,431.54	41,666.65
TWDB West Interceptor	38,050.20	20,833.33	107,432.86	104,166.65
CIP 2nd Amend1881-001	0.00	416.67	0.00	2,083.35
TWDB 1923-001	7,721.90	3,333.33	18,889.65	16,666.65
TWDB Misc	50,003.74	56,666.67	302,803.93	283,333.35
Reclaimed Water Fac 1953-001	55,485.50	0.00	96,741.53	0.00
Reclaim Wtr Hold Pond 1952-001	14,007.50	10,416.67	14,007.50	52,083.35
Sewer CAD Modeling	1,422.90	2,083.33	4,097.67	10,416.65
FM 150 Utility 1989-001	2,500.00	0.00	2,500.00	0.00
Other Expense	0.00	416.67	175,941.50	2,083.35
WW Lawn Maintenance	0.00	833.33	3,250.00	4,166.65
System Maintenance and Repair	0.00	1,666.67	99.20	8,333.35
Odor Control	5,774.22	1,041.67	10,231.80	5,208.35
Jetting Lines	0.00	1,250.00	0.00	6,250.00
Drip Fld Maintenance & Repair	5,512.06	1,666.67	6,559.12	8,333.35
Lift Station Cleaning	2,640.00	750.00	2,640.00	3,750.00
Meter Calibration	0.00	58.33	0.00	291.65
Chlorinator Maintenance	0.00	208.33	0.00	1,041.65
Drip Field Maintenance	0.00	1,666.67	164.45	8,333.35
Electric	5,526.94	3,750.00	25,834.35	18,750.00
Phone	322.06	500.00	1,391.54	2,500.00
Supplies	0.00	833.33	284.09	4,166.65
Chemicals	2,404.65	666.67	2,404.65	3,333.35
Lab Testing	6,172.32	2,083.33	9,203.29	10,416.65
Sludge Hauling	5,275.00	6,666.67	27,125.00	33,333.35
Wastewater Flow Measurement	590.00	750.00	2,950.00	3,750.00
Lift Station Repairs & Maint	7,187.14	3,333.33	17,009.14	16,666.65

City of DS Wastewater Utility Fund
Income Statement
For the Five Months Ending February 28, 2021

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
WWTP/Pump Repairs	24,479.03	4,166.67	24,479.03	20,833.35
Equipment	0.00	333.33	623.78	1,666.65
Pump and Haul	0.00	0.00	12,353.60	0.00
Total Expenses	360,817.92	184,091.67	1,132,850.10	880,458.35
Net Income	$ (211,832.24)	$ (26,175.34)	$ (116,767.73)	$ (30,876.70)

DSRP Operating Fund
Income Statement
For the Five Months Ending February 28, 2021

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Revenues				
Riding Series	$ 0.00	$ 7,416.67	$ 16,440.01	$ 37,083.35
Fair and Rodeo Profit	0.00	0.00	7,900.00	0.00
General Donations	0.00	0.00	37.11	0.00
Cleaning Fees	(50.00)	833.33	775.00	4,166.65
Staff Fees	200.00	333.33	2,183.40	1,666.65
Horse Riding Permits	770.00	833.33	5,142.05	4,166.65
Interest Income	59.28	83.33	165.62	416.65
Other Income	0.00	83.33	3,515.00	416.65
Field Rental	450.00	0.00	1,725.00	0.00
Miscellaneous Fees	0.00	0.00	1,195.00	0.00
Indoor Arena Rental	0.00	0.00	6,525.00	0.00
Event Facility Rental	0.00	9,333.33	(1,000.00)	46,666.65
RV Site Rental	1,175.00	1,500.00	9,495.00	7,500.00
Stall Rental	525.00	1,833.33	14,184.99	9,166.65
Outdoor Arena	0.00	0.00	2,600.00	0.00
Equipment Rental	(220.00)	416.67	732.00	2,083.35
Special Event Room Rental	(1,650.00)	0.00	(3,250.00)	0.00
Merchandise Sales	234.00	1,250.00	11,194.00	6,250.00
NA Small Event Room	0.00	0.00	1,100.00	0.00
Small Indoor Arena	0.00	0.00	862.00	0.00
NA Concession	0.00	0.00	50.00	0.00
DSRP Concessions	0.00	0.00	2,500.00	0.00
TXF from Gen Fund	43,286.21	15,474.21	43,286.21	43,286.21
TXF from HOT	33,642.81	5,606.30	33,642.81	28,031.50
DSRP Sponsorship	0.00	0.00	4,700.00	0.00
TXF from Ag Facility Fund	0.00	2,146.67	15,750.00	10,733.35
Total Revenues	78,422.30	47,143.83	181,450.20	201,634.31
Expenses				
Sales Tax	0.00	0.00	902.63	0.00
Advertising	0.00	58.33	0.00	291.65
Bank Fees	156.15	0.00	2,246.88	0.00
DSRP ON CALL	1,600.00	866.67	4,200.00	4,333.35
Training and Education	0.00	416.67	226.58	2,083.35
Stall Cleaning	0.00	166.67	0.00	833.35
Grounds Maintenance	0.00	852.42	6,350.00	4,262.10
House Maintenance	0.00	1,237.50	15,131.77	6,187.50
House Furniture & Equipment	0.00	20.83	69.99	104.15
House Supplies	0.00	45.83	23.94	229.15
General Maintenance & Repairs	305.98	5,000.00	7,759.16	25,000.00
Fleet Aquisition	0.00	42,568.00	0.00	42,568.00
Dues, Fees and Subscriptions	(35.00)	498.62	393.08	2,493.10
Network/Communications	266.10	1,625.25	2,419.29	8,126.25
Riding Series	0.00	4,083.33	10,711.57	20,416.65
Merchandise Supplies	0.00	583.33	4,797.00	2,916.65
DSRP Improvements	17,725.00	2,166.67	17,725.00	10,833.35
Other Expense	0.00	1,708.33	64.10	8,541.65
Mileage	0.00	41.67	0.00	208.35
Alarm	0.00	0.00	3,430.00	1,080.00
House Septic	0.00	62.50	0.00	312.50
Propane/Gas	270.48	250.00	569.97	1,250.00
Electric	4,969.34	5,000.00	24,042.25	25,000.00
Water	436.52	833.33	2,659.24	4,166.65
Supplies	69.57	2,500.00	5,441.49	12,500.00
Office Equipment and Supplies	229.97	425.00	3,785.32	2,125.00

DSRP Operating Fund
Income Statement
For the Five Months Ending February 28, 2021

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
TXF to HCLE	0.00	1,100.00	0.00	5,500.00
Portable Toilets	65.00	0.00	325.00	0.00
Equipment Maintenance	872.83	2,083.33	6,862.61	10,416.65
Equipment	0.00	858.33	0.00	4,291.65
Equipmental Rental	0.00	83.33	(125.00)	416.65
Fleet Maintenance	0.00	208.33	196.92	1,041.65
Contingencies	0.00	4,166.67	0.00	20,833.35
Total Expenses	26,931.94	79,510.94	120,208.79	228,362.70
Net Income	$ 51,490.36	$ (32,367.11)	$ 61,241.41	$ (26,728.39)

STAFF REPORT

City of Dripping Springs

PO Box 384
511 Mercer Street
Dripping Springs, TX 78620

Submitted By: Michelle Fischer, City Administrator

Council Meeting Date: March 9, 2021

Agenda Item Wording: **Approval of an Amendment to the Hotel Occupancy Tax Grant Program Funding Agreement between the City of Dripping Springs and the Dr. Pound Historical Farmstead.** *Sponsor: Mayor Pro Tem Manassian.*

Agenda Item Requestor: Michelle Fischer, City Administrator

Summary/Background: On February 16th, the City Council approved a budget amendment to authorize $32,071.25 in additional hotel occupancy tax grant funds for the Dr. Pound Historical Farmstead. The Hotel Occupancy Tax Grant Funding Agreement needs to be amended to add the additional funds and their uses. The amendment adds the following: $13,371.25 for preservation projects; $9,200.00 for advertising; and $9,500 for administrative costs related to staffing. The agreement expires on December 31, 2021 so that it has the same period as the Dr. Pound Historical Farmstead's annual budget.

Commission Recommendations: N/A

Recommended Council Actions: Approve the amendment to the funding agreement.

Attachments: Amendment to the funding agreement; additional application for hotel occupancy tax grant program funding from the Dr. Pound Historical Farmstead.

Next Steps/Schedule: Execute amendment; process payment of the additional funds.

HOTEL OCCUPANCY TAX (HOT) GRANT PROGRAM
FUNDING AMENDED AGREEMENT

This Agreement made and entered into this, the 9th of March 2021, and between the **City of Dripping Springs**, Texas a general-law municipality located in Hays County, Texas ("City"), and **Dr. Pound Historical Farmstead**, is understood and agreed to be as set forth herein.

RECITALS:

WHEREAS, the City of Dripping Springs has been and remains a recognized destination for tourists, and as a result has developed a tourism industry which is beneficial to the City, its residents, and merchants; and

WHEREAS, the continued promotion and growth of the tourism industry will enhance the City, and insure to its benefit; and

WHEREAS, due to the pandemic and construction limitations on visiting the Dr. Pound Historical Farmstead the revenues for the Farmstead were significantly decreased; and

WHEREAS, the Farmstead is an important tourist historic attraction for the City of Dripping Springs; and

WHEREAS, there is available a seven percent (7%) Hotel Occupancy Tax, authorized by state statute, the proceeds of which can be utilized by the City to promote tourism, and enhance the arts and historical preservation of the City; and

WHEREAS, the City Council has deemed it to be in the best interest of Dripping Springs to accomplish the goals as set forth above, and to enact and approve a seven percent (7%) Hotel-Motel Occupancy Tax, the proceeds of which can be devoted to the foregoing purposes; and

WHEREAS, the City Council deems it to be in the public interest to promote tourism and increased hotel occupancy through the execution of certain limited funding agreements that award grants financed by a portion of the proceeds from the collection of Hotel-Motel Occupancy Tax revenue; and

WHEREAS, the City's Hotel Occupancy Tax Committee reviewed various funding proposals and made a recommendation regarding the grant described herein; and

WHEREAS, the City Council approved the expenditure of the grant funds in the Fiscal Year 2021 Budget through the approval of Ordinance No. 2020-42 on August 11, 2020 and a Budget Amendment on February 16, 2021; and

WHEREAS, the City Council awarded and approved the grant of these funds at a properly-conducted public meeting held on August 11, 2020.

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

1. PARTIES

The parties to this Agreement shall be the City of Dripping Springs (City), and the Dr. Pound Historical Farmstead, a nonprofit corporation organized under the laws of the State of Texas.

2. FINDINGS

The parties hereby agree that the project(s) described in the Recipient's funding application ("Exhibit "A") promotes tourism.

3. GRANT

The City hereby agrees to transfer as a grant a portion of the Fiscal Year 2021 Hotel Occupancy Tax funds to Dr. Pound Historical Farmstead for signage and public relation materials for special exhibit in an amount Four Thousand and Seven Hundred Dollars ($4,700). The grant shall be payable in one lump sum payment no later than 30 days after the date this Agreement is signed by both parties.

4. SERVICES

In exchange for the grant described above, Dr. Pound Historical Farmstead hereby agrees to utilize the grant funds in the amount of Thirty-Six Thousand and Seven Hundred and Seventy-One Dollars and twenty-five cents ($36,771.025) for the purposes as described in Exhibit A and below, which directly enhance and promote tourism and the convention and hotel industry; advertise and promote the city and its vicinity; and, enhance the arts, in which participants are tourists to the city.

(a) New signage;
(b) Advertising;
(c) Preservation Projects;
(d) Administrative Costs; and
(e) Public Relations materials for Special Exhibit.

5. REQUIREMENTS

5.1 Recipient must ensure that all Dripping Springs lodging and their current contact information are listed on information provided to registrants, vendors, and event attendees, including event websites, funded by the grant. Also, all Dripping Springs hoteliers must be made aware of the event, have access to mailing lists, and have sufficient time to participate in the bidding process for both primary bookings and overflow.

5.2 If grant funds are used for advertising, the City Administrator must approve the final advertising copy prior to publishing or distribution for appropriate representation of the City of Dripping Springs, and local lodging.

5.3 Promotional materials using grant funds are required to include the appropriate City of Dripping Springs branding as provided by the City Administrator. Also, any event sponsor signage is required to include the appropriate City of Dripping Springs brand; and

5.4 Recipient must provide the City Administrator with two copies of all printed materials created with grant funds.

6. DURATION

This Amended Agreement is commencing on March 9, 2021 and ending on December 31, 2021. Recipient must expend the grant funds during the term of this Agreement or remit the remaining balance back to the City.

7. TERMINATION

This Agreement may be terminated by either party prior to performance with or without cause upon written notification to the other party. After the Recipient has commenced performance of the obligations provided for in this Agreement, the City may terminate the Agreement only in instances of breach by the Recipient, at which time the Recipient shall reimburse to the City the amount of the grant not yet expended. If the Recipient terminates this Agreement after having received funds from the City, the Recipient shall reimburse the City the complete amount of the grant provided for herein.

8. ACCOUNTING

Prior to the expiration of this Agreement, an agent of the Recipient will submit a Post Event Report Form as provided by the City describing the status of the project and explaining how the grant funds were used. The report shall include expenditures covered by the funds provided by this Agreement, visitor attendance data from event surveys, and estimated number of visitors overnight stays due to the event/expenditure. Following submission of the Post Event Form, an agent of the Recipient may be required to attend a City Council meeting to personally account for the expenditures made in accordance with this Agreement, if requested to do so by the City Administrator.

9. CONTACTS

For purposes of this Agreement, communications may be sent as follows:

To the City:
City of Dripping Springs
Attn: Michelle Fischer
PO Box 384
Dripping Springs, TX 78620

To the Recipient:
Dr. Pound Historical Farmstead
Attn: Jenny Pack, Executive Director
PO Box 1150
Dripping Springs, TX 78620

10. INDEMNIFICATION

The Recipient hereby releases, indemnifies, and holds the City, its employees and agents, harmless for any damages, injuries, or other claims resulting from Recipient's actions or inactions, or the conduct of Recipient's agents, employees, or contractors.

11. INCLUSIVENESS

This document represents the entire understanding between the parties. This Agreement may only be amended in writing with the mutual consent of the parties.

12. SEVERABILITY

If any sentence, clause or portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

WHEREFORE PREMISES AND CONSIDERATION ACCEPTED, AND HEREBY AGREED:

CITY OF DRIPPING SPRINGS:

_____
Bill Foulds, Jr., Mayor

_____
Date

ATTEST:

_____
Andrea Cunningham, City Secretary

DR. POUND HISTORICAL FARMSTEAD:

_____
Jenny Pack, Executive Director

_____
Date

ATTEST:

_____
Signature

_____
Printed Name and Title

Attachment "A"

Dr. Pound Historical Farmstead HOT Funding Applications

HOTEL OCCUPANCY TAX (HOT) GRANT PROGRAM
FUNDING AGREEMENT

This Agreement made and entered into this, the 13th of October 2020, and between the **City of Dripping Springs**, Texas a general-law municipality located in Hays County, Texas ("City"), and **Dr. Pound Historical Farmstead**, is understood and agreed to be as set forth herein.

RECITALS:

WHEREAS, the City of Dripping Springs has been and remains a recognized destination for tourists, and as a result has developed a tourism industry which is beneficial to the City, its residents, and merchants; and

WHEREAS, the continued promotion and growth of the tourism industry will enhance the City, and insure to its benefit; and

WHEREAS, there is available a seven percent (7%) Hotel Occupancy Tax, authorized by state statute, the proceeds of which can be utilized by the City to promote tourism, and enhance the arts and historical preservation of the City; and

WHEREAS, the City Council has deemed it to be in the best interest of Dripping Springs to accomplish the goals as set forth above, and to enact and approve a seven percent (7%) Hotel-Motel Occupancy Tax, the proceeds of which can be devoted to the foregoing purposes; and

WHEREAS, the City Council deems it to be in the public interest to promote tourism and increased hotel occupancy through the execution of certain limited funding agreements that award grants financed by a portion of the proceeds from the collection of Hotel-Motel Occupancy Tax revenue; and

WHEREAS, the City's Hotel Occupancy Tax Committee reviewed various funding proposals and made a recommendation regarding the grant described herein; and

WHEREAS, the City Council approved the expenditure of the grant funds in the Fiscal Year 2021 Budget through the approval of Ordinance No. 2020-42 on August 11, 2020; and

WHEREAS, the City Council awarded and approved the grant of these funds at a properly-conducted public meeting held on August 11, 2020.

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

1. PARTIES

The parties to this Agreement shall be the City of Dripping Springs (City), and the Dr. Pound Historical Farmstead, a nonprofit corporation organized under the laws of the State of Texas.

2. FINDINGS

The parties hereby agree that the project(s) described in the Recipient's funding application ("Exhibit "A") promotes tourism.

3. GRANT

The City hereby agrees to transfer as a grant a portion of the Fiscal Year 2021 Hotel Occupancy Tax funds to Dr. Pound Historical Farmstead for signage, public relation materials, and restoration painting in an amount Four Thousand and Seven Hundred Dollars ($4,700). The grant shall be payable in one lump sum payment no later than 30 days after the date this Agreement is signed by both parties.

4. SERVICES

In exchange for the grant described above, Dr. Pound Historical Farmstead hereby agrees to utilize the grant funds in the amount of Four Thousand and Seven Hundred Dollars ($4,700) for the purposes as described in Exhibit A and below, which directly enhance and promote tourism and the convention and hotel industry; advertise and promote the city and its vicinity; and, enhance the arts, in which participants are tourists to the city.

(a) New signage;

(b) Public Relations materials; and

(c) Restoration painting.

5. REQUIREMENTS

5.1 Recipient must ensure that all Dripping Springs lodging and their current contact information are listed on information provided to registrants, vendors, and event attendees, including event websites, funded by the grant. Also, all Dripping Springs hoteliers must be made aware of the event, have access to mailing lists, and have sufficient time to participate in the bidding process for both primary bookings and overflow.

5.2 If grant funds are used for advertising, the City Administrator must approve the final advertising copy prior to publishing or distribution for appropriate representation of the City of Dripping Springs, and local lodging.

5.3 Promotional materials using grant funds are required to include the appropriate City of Dripping Springs branding as provided by the City Administrator. Also, any event sponsor signage is required to include the appropriate City of Dripping Springs brand; and

5.4 Recipient must provide the City Administrator with two copies of all printed materials created with grant funds.

6. DURATION

This Agreement is commencing on October 1, 2020 and ending on September 30, 2021. Recipient must expend the grant funds during the term of this Agreement or remit the remaining balance back to the City.

7. TERMINATION

This Agreement may be terminated by either party prior to performance with or without cause upon written notification to the other party. After the Recipient has commenced performance of the obligations provided for in this Agreement, the City may terminate the Agreement only in instances of breach by the Recipient, at which time the Recipient shall reimburse to the City the amount of the grant not yet expended. If the Recipient terminates this Agreement after having received funds from the City, the Recipient shall reimburse the City the complete amount of the grant provided for herein.

8. ACCOUNTING

Prior to the expiration of this Agreement, an agent of the Recipient will submit a Post Event Report Form as provided by the City describing the status of the project and explaining how the grant funds were used. The report shall include expenditures covered by the funds provided by this Agreement, visitor attendance data from event surveys, and estimated number of visitors overnight stays due to the event/expenditure. Following submission of the Post Event Form, an agent of the Recipient may be required to attend a City Council meeting to personally account for the expenditures made in accordance with this Agreement, if requested to do so by the City Administrator.

9. CONTACTS

For purposes of this Agreement, communications may be sent as follows:

To the City:
City of Dripping Springs
Attn: Michelle Fischer
PO Box 384
Dripping Springs, TX 78620

To the Recipient:
Dr. Pound Historical Farmstead
Attn: Jenny Pack
PO Box 1150
Dripping Springs, TX 78620

10. INDEMNIFICATION

The Recipient hereby releases, indemnifies, and holds the City, its employees and agents, harmless for any damages, injuries, or other claims resulting from Recipient's actions or inactions, or the conduct of Recipient's agents, employees, or contractors.

11. INCLUSIVENESS

This document represents the entire understanding between the parties. This Agreement may only be amended in writing with the mutual consent of the parties.

12. SEVERABILITY

If any sentence, clause or portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

WHEREFORE PREMISES AND CONSIDERATION ACCEPTED, AND HEREBY AGREED:

CITY OF DRIPPING SPRINGS:

Bill Foulds Jr.

Bill Foulds, Jr., Mayor

October 13, 2020

Date

ATTEST:

Andrea Cunningham

Andrea Cunningham, City Secretary

DR. POUND HISTORICAL FARMSTEAD:

Jenny Pack, Executive Director

Date

ATTEST:

Signature

Printed Name and Title

12. SEVERABILITY

If any sentence, clause or portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

WHEREFORE PREMISES AND CONSIDERATION ACCEPTED, AND HEREBY AGREED:

CITY OF DRIPPING SPRINGS:

Bill Foulds Jr.

Bill Foulds, Jr., Mayor

October 13, 2020

Date

ATTEST:

Andrea Cunningham

Andrea Cunningham, City Secretary

DR. POUND HISTORICAL FARMSTEAD:

Jenny Pack

Jenny Pack, Executive Director

Oct. 16, 2020

Date

ATTEST:

Signature

Printed Name and Title

Attachment "A"

Dr. Pound Historical Farmstead HOT Funding Application

CITY OF DRIPPING SPRINGS

LOCAL HOTEL OCCUPANCY TAX GRANT FUNDING PROGRAM

By law of the State of Texas, the City of Dripping Springs, Texas, collects a Hotel Occupancy Tax (HOT) from hotels, bed & breakfasts, and other lodging facilities. Under state law, HOT revenue may be used only to directly promote tourism and the hotel and convention industry. **Chapter 351 of the Tax Code states that the use of HOT funds is limited to:**

a) **Convention Centers and Visitor Information Centers:** the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing operation and maintenance of convention center facilities or visitor information centers, or both;

b) **Registration of Convention Delegates:** the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;

c) **Advertising, Solicitations and Promotions that Directly Promote Tourism and the Hotel and Convention Industry**: advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;

d) **Promotions of the Arts that Directly Promote Tourism and the Hotel and Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

e) **Historical Restoration and Preservation Activities that Directly Promote Tourism and the Hotel and Convention Industry:** historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

f) **Sporting Event Expenses that Substantially Increase Economic Activity at Hotels:** Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists.

The event must substantially increase economic activity at hotels within the city or its vicinity.

g) **Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations:**

1. The commercial center of the city; 2. a convention center in the city; 3. other hotels in or near the city; or 4. tourist attractions in or near the city.

The law specifically prohibits the use of the local hotel tax to cover the costs for general city transit

h) **Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality**
.

i) **Promotion and preservation of dark skies:** Construction and maintenance of infrastructure and the purchase and installation of hardware that reduces light pollution and sky glow.

The City of Dripping Springs, Texas, accepts applications from organizations and businesses whose program fits into one or more of the above categories. All requests for funds should be submitted in writing accompanied by the official application by May 1, 2020. The application will be reviewed by the Hotel Occupancy Tax Grant Program Application Review Committee at the earliest possible regularly scheduled meeting. The applicant may be asked to be present at the meeting to answer any questions regarding the application. Applicants will be notified one week prior to the meeting of the time and place for the review. Based on the application, the Hotel Occupancy Tax Grant Program Application Review Committee will make a recommendation to the City Council. The City Council will make the final decision on your request.

Priority will be given to projects and events based on their ability to generate overnight visitors to Dripping Springs. The requested amount should not exceed more than 50 percent of the gross amount of hotel night revenue predicted to be created by your event. Events can demonstrate this potential to generate overnight visitors by:

a) **historic information on the number of room nights used during previous years of the same events**;

b) **current information on the size of a room block that has been reserved at area hotels** to accommodate anticipated overnight guests attending the funded event;

c) **historical information on the number of guests at hotel or other lodging facilities that attended the event (through surveys, guest directories, or other sources);**
and/or

d) **examples of the planned marketing of the programs and activities that will likely generate overnight visitors** to local lodging properties from this
event.

Along with the application, please submit the following:

- Proposed Marketing Plan for Funded Event/Project
- Schedule of Activities Relating to the Funded Event/Project
- Board of Directors Contact Information
- Proof of Non-Profit Status (if applicable)
- Proof of Registered Business (obtained through Secretary of State)

Submit Completed Applications to:

By Mail: In Person to: City of Dripping Springs City of Dripping Springs Attn: City Administrator City Hall PO Box 384 511 Mercer Street Dripping Springs, TX 78620 Dripping Springs, TX 78620

By Electronic Submission:
mfischer@cityofdrippingsprings.co
m

Grant Application Timeline:

March 20 Application submission open, and application packets will be available on the City for download, for pick-up at City Hall (511 Mercer Street, Dripping Springs, TX), or by request to mfischer@cityofdrippingsprings.com.

May 1 Application submission deadline at 5:00 p.m.

May 4-15 City staff review of applications for administrative completeness and basic requirements.

May 18-27 HOT Grant Funding Program Application Review Committee discuss and provide funding allocation recommendations for City

Council.

July 14-21 City Council discuss HOT Grant Program funding requests.

September 8 City Council consider approval of funding recommendations in Fiscal Year Budget.

October 1 Executed agreements due for disbursement of funds from City Treasurer.

The City deadlines are only an estimate based on optimum circumstances related to the review, approval, and execution of the program and its agreements. These items could be delayed based on a variety of factors.

Application

Date: 05/01/2020

HOT GRANT FUNDING PROGRAM
APPLICATION

Organizational Information

Name of Organization/Business: Dr. Pound Historical Farmstead

Address: P.O. Box 1150

City, State, Zip: Dripping Springs, Texas 78620

Contact Name: Jenny Pack

Contact Phone/Email: 512-858-2030 / pioneer@drpoundfarmstead.org

Website Address: https://drpoundfarmstead.org

Type of Business/Organization: Museum

Non-Profit Status: 501 c (3)

Tax ID Number: 74-2580000

Entity's Creation Date: January 1991

Purpose of Organization/Business: Protect, preserve and develop the Dr. Pound Farmstead for the use, education, enjoyment and benefit of present and future generations. The Dr. Pound Historical Farmstead Museum is a living depiction of early life in the Texas Hill Country, providing historical education, a destination point for visitors and a gathering place for the community.

Event/Project Information

Name of Event/Project: Implementation of Address Change: signage, mailing collateral and marketing collateral. Preservation Project painting of the exterior of the house and porch.

Date of Event/Project: October 1, 2020

Location of Event/Project: Dr. Pound Farmstead, 419-B Founders Park Road, Dripping Springs

Description of Event/project: Due to development and construction, the physical address for our museum was automatically changed from its existing street address of 29 years. As part of the development agreement with the City, the Dr. Pound House will receive new fencing around the perimeter of our property. Therefore, once the new fencing is installed, we will need to replace all existing signage to reflect the new address. The change of address requires new gate signage; new mailing collateral; new marketing collateral, such as reprinted brochures and maps, and updates on our website as well as with all registered entities.

In addition, the exterior of the heritage house and porch and in need of restoration painting. The house has not been painted in almost 10 years and is chipped, peeling and in disrepair.

Funding Amount Requested: $4700

How funds will be used, including itemized list of expenditures which can be attached separately:

Gate Signage: $1900, Directional Road Signage: $350, Mailing Collateral: $400, Marketing collateral: $525, Exterior Paint $2400

Percentage of Total Event/Project Cost Covered by HOT Funding: 85%

Please indicate which Category or Categories apply to the Funding Request, and list the Amount Requested under each category:

Convention Center or Visitor Information Center: construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers or both.

Amount requested under this category:

Registration of Convention Delegates: furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants

Amount requested under this category:

Advertising, Solicitation, Promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity.

Amount requested under this category: $925.00

Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry: the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion picture, radio, television, tap and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

Amount requested under this category:

Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historical sites or museums.

Amount requested under this category: $2400

Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.

Amount requested under this category:

City of Dripping Springs Fiscal Year 2020-2021 HOT Guidelines & Application Page 5 of 9

How many individuals are expected to participate in the sporting related event?

How many participants at the sporting related event are expected to be from another City or County? Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity.

Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city.

Amount requested under this category:

What sites or attractions will tourists be taken to by this transportation:

Will members of the general public (non-tourists) be riding on this transportation?

What percentage of the ridership will be local citizens?

Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.

Amount requested under this category: $1375

What tourist attractions will be the subject of the signs: The Dr. Pound Historical Farmstead Museum

Promotion and Preservation of Dark Skies. Construction and maintenance of infrastructure and the purchase and installation of hardware that reduces light pollution and sky glow.

Amount requested under this category: Describe Construction or Maintenance Project to include location, type of infrastructure and/or hardware to be installed:

All Funding Requests ***Section must be completed for city to evaluate this application. Incomplete applications are subject to automatic denial.***

How many years have you held this Event/Project: 29 Years

What is the expected attendance of the Event/Project: 3,000

How many people attending the Event/Project will use Dripping Springs hotels: UK

How many nights will the attendees be staying for the Event/Project: NA

Do you reserve a room block for this event/project at an area hotel and if so, for how many rooms and at which hotels? No

List other years (over the last three years) that you have hosted your Event/Project with amount of HOT grant funding and the number of hotel rooms used:

Month/Year Held Grant Amount Number of Hotel Rooms Used

How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc)? We will measure impact by recording the total number of guests that visit the museum, including those visiting from out-of-town, and also by monitoring social media follows and comments.

Please list other organization, government entities, and grants that have offered financial support to your event/project: NA

Admission Fee for Event/Project: $5.00 per person

Anticipated Net Profit, if any:

Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Newspaper: Century News $250

Internet: Social Media/Website $800

Radio: KDrip $200

TV:

Other Paid Advertising:

Number of Press Releases to Media: 4-6 annually

Number of Direct Mailings to out-of-town recipients:

Other Promotions: Collateral materials at the Chamber/Visitor's Bureau and local hotels. Promotions through the Chamber of Commerce and Dripping Springs Women's Club.

Will you include a link to the Dripping Springs Visitors Bureau or other source on your promotional handouts and in your website for booking hotel nights during this event/project? We have a Destination Dripping Springs "plan your visit" widget/link permanently on our website.

Will you negotiate a special rate or hotel/event package to attract overnight stays? NA

What new marketing initiatives will you utilize to promote hotel and convention activity for this event/project? NA

What geographical areas does your advertising and promotion reach? Hays, Travis and Comal Counties. Some events target a broader audience state-wide.

How many individuals will your proposed marketing reach who are located in another city of county? Unknown

If the funding requested is related to a permanent facility (e.g. museum, visitor center)?

Expected Attendance
Monthly/Annually: 3000 Annually

Percentage of those in attendance that are staying at area hotel/lodging facilities: 70%

Completed application with required attachments must be submitted to the City of Dripping Springs:

By Mail to: In Person to:

City of Dripping Springs City of Dripping Springs Attn: City Administrator City Hall PO Box 384 511 Mercer Street Dripping Springs, TX 78620 City of Dripping Springs, TX 78620

Electronic Submission to:

mfischer@cityofdrippingsprings.com

I fully understand the Local HOT Grant Program Application and Guidelines established by the City of Dripping Springs. I intend to use this grant for the aforementioned Event/Project expenditure to forward the efforts of the City in *directly* enhancing and promoting tourism **and** the convention and hotel industry by attracting visitors from outside Dripping Springs into the city or its vicinity. I have attached to this application:

- proposed marketing plan for event/project
- schedule of activities for event/project
- a list of the organization/business board of directors
- proof of non-profit status (if applicable)
- proof of registered business with the State of Texas (if applicable), and

I understand that if I am awarded a Local HOT Grant by the City of Dripping Springs, I will be required to enter into a Local HOT Grant Program Agreement with the City and any deviation from the approved project and the Agreement may result in the partial or total withdrawal of the Local HOT Grant Program funds.

Business/Organization Name *Dr. Pound Historical Farmstead*

Applicant's Signature Date *Jenny Pack May 1, 2020*

City of Dripping Springs Fiscal Year 2020-2021 HOT Guidelines & Application Page 9 of 9

Marketing Plan for Change of Address & Painting Project

After 29 years, the Dr. Pound Farmstead has new neighbors (and a new address). The construction of the Big Sky Development has changed the roadways entering Founders Park. As the only museum in Dripping Springs, and as one of the features of Founders Park, we offer a special amenity to the new residents of Big Sky and to all who visit our grounds. We will update all visible signage on the gates and grounds to reflect our new address. The Dr. Pound Farmstead would also like to add two new roadway markers directing traffic to the museum & park: one on Rob Shelton Blvd and another on Founders park Road. The gate signage will consist of a custom sandblast wood sign (logo/entrance) as well as laminated max metal (hours and admis. The road signage will be laminated max metal on a square post.

In addition to the signage, the Dr. Pound Farmstead will be updating all of our collateral materials including mailing supplies (envelopes, return address labels, stamps, etc.) and marketing materials (brochures, rack cards, maps, etc.) to reflect the new address.

Concurrently with the address update, the Dr. Pound Farmstead will complete a preservation project painting the exterior of the house and porch. It has been nearly 10 years since the heritage house was last painted and it is in disrepair. The paint will help protect, preserve and beautify the museum. Once complete, we will host a "we have moved" celebratory event, inviting neighbors from the Big Sky development to join us.

We will market this event as well as promote the museum in general, by creating a small welcome package which includes free admission and information about the Dr. Pound Farmstead to the new residents of the Big Sky community.

While this event mainly targets the bordering community, our highway signage, gate signage and painting restoration will draw visitors from all over. We will distribute our new marketing collateral to local hotels, through the visitor's bureau and through press releases and social media.

Schedule of Activities

HOT Grant Fund

Summer 2020	Update address on website, with county EMS (GPS), and all registered entities such as the Texas Historical Commission
October 2020	Create new mailing collateral and marketing collateral Install new gate signage Install roadway signage Issue press releases & social media posts
November 2020	Paint exterior of the house Distribute welcome packets to residents of Big Sky Distribute marketing collateral to all local agencies
2021	Host "We have moved" event

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

SUSAN COMBS • COMPTROLLER • AUSTIN, TEXAS 78774

January 16, 2014

FRIENDS OF THE POUND HOUSE FOUNDATION
PO BOX 1150
DRIPPING SPGS, TX 78620-1150

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 07-30-1990
Sales and use tax, as of 07-29-1991
(provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)
The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 17425800004

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations. Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's Website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's Website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.state.tx.us, or call us at (800) 252-5555.

Friends of the Pound House Foundation

Board of Trustees 2020/2021

Miles Mathews, President
144 Cats Eye Cove
Dripping Springs, TX 78620
miles@hmwkglobal.com
512-940-8554

Betty Meyer, Vice President
8000 Mt. Sharp Road
Wimberley, TX 78676
Halbett13@aol.com
512-431-7839

Sarah Henline, Secretary
PO Box 1091
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shenline@maidpro.com
972-849-9695

Amy Sullivan, Co-Treasurer
214 North Sage Hollow
Dripping Springs, TX 78620
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512-858-2251

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512-415-1646

Kelly Smith
167 Vincas Shadow Ct.
Driftwood, TX 78619
kelly@kellysmithphotography.net
979-574-0303

Echo Uribe
3805 Lone Man Mountain Rd
Wimberley, TX 78676
echo@echospeak.com
512-796-7895

Stephanie Pope
512-644-0413
stephanie@stanberry.com

Laura Kirk
512-751-6902
lbkirk@flash.net

Jenny Pack, Executive Director
1519 Trebled Waters Trail
Driftwood, TX 78619
562-682-7909
pioneer@drpoundfarmstead.org

Application Date: March 4, 2021 (2020 Grant amendment)

HOT GRANT FUNDING PROGRAM APPLICATION

Organizational Information

Name of Organization/Business:	Friends of the Pound House Foundtion
Address:	419-B Founders Park Road
City, State, Zip:	Dripping Springs, Texas 78620
Contact Name:	Jenny Pack
Contact Phone/Email:	pioneer@drpoundfarmstead.org
Website Address:	Drpoundfarmstead.org
Type of Business/Organization:	Museum
Non-Profit Status:	501 C(3)
Tax ID Number:	74-2580000
Entity's Creation Date:	January 1991

Purpose of Organization/Business:
Protect, preserve and develop the Dr. Pound Farmstead for the use, education, enjoyment and benefit of present and future generations. The Dr. Pound Farmstead is a living depiction of early life in the Texas Hill Country, providing historical education, a destination point for visitors and a gathering place for the community.

Event/Project Information

Name of Event/Project:	Preservation + restoration Project and Annual Tourism advertising
Date of Event/Project:	April 2021

Location of Event/Project: Dr Pound Farmstead

Description of Event/project: Replacement of the functional shutters on all windows of the historic house. Also included is annua advertising to promote tourism in approved publications.

Funding Amount Requested: $32,071.25

How funds will be used, including itemized list of expenditures:
$13,371.25 for preservation projects; $9,200.00 for advertising; and $9,500 for administrative costs related to staffing for these activities.

Percentage of Total Event/Project Cost Covered by HOT Funding: 100%

Please indicate which Category or Categories apply to the Funding Request, and list the Amount Requested under each category:

Convention Center or Visitor Information Center: construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers or both.

Amount requested under this category: _____

Registration of Convention Delegates: furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants

Amount requested under this category: _____

Advertising, Solicitation, Promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity.

Amount requested under this category: **$16,800.00**

Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry: the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion picture, radio, television, tap and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms.

Amount requested under this category: _____

Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historical sites or museums.

Amount requested under this category: **$15271.25**

Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity.

Amount requested under this category: _____

How many individuals are expected to participate in the sporting related event? _____

How many participants at the sporting related event are expected to be from another City or County? Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity.

_____

_____

_____

_____

_____

_____

_____

Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city.

Amount requested under this category: _____

What sites or attractions will tourists be taken to by this transportation:

_____

Will members of the general public (non-tourists) be riding on this transportation?

_____

What percentage of the ridership will be local citizens?

_____

Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.

Amount requested under this category: _____

What tourist attractions will be the subject of the signs:

_____

_____

Promotion and Preservation of Dark Skies. Construction and maintenance of infrastructure and the purchase and installation of hardware that reduces light pollution and sky glow.

Amount requested under this category: _____

Describe Construction or Maintenance Project to include location, type of infrastructure and/or hardware to be installed:

_____

_____

_____

All Funding Requests

Section must be completed for city to evaluate this application. Incomplete applications are subject to automatic denial.

How many years have you held this Event/Project: *29 Years*

What is the expected attendance of the Event/Project: *3000*

How many people attending the Event/Project will use Dripping Springs hotels: **UK**

How many nights will the attendees be staying for the Event/Project: **UK**

Do you reserve a room block for this event/project at an area hotel and if so, for how many rooms and at which hotels?

_____

List other years (over the last three years) that you have hosted your Event/Project with amount of HOT grant funding and the number of hotel rooms used:

Month/Year Held	Grant Amount	Number of Hotel Rooms Used

How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc)?
We will be surveying all visitors upon admittance for their zip code and whether or not they are spending the night in the area. We will also track event metrics and social media follows and comments.

_____

Please list other organization, government entities, and grants that have offered financial support to your event/project:

_____

_____

_____

Admission Fee for Event/Project: **$5.00 per person**

Anticipated Net Profit, if any:

Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Newspaper:

Internet: $500

Radio:

TV:

Other Paid Advertising: $9200

Number of Press Releases to Media: 5

Number of Direct Mailings to out-of-town recipients: 12

Other Promotions:

Will you include a link to the Dripping Springs Visitors Bureau or other source on your promotional handouts and in your website for booking hotel nights during this event/project? **Yes**

Will you negotiate a special rate or hotel/event package to attract overnight stays? **yes**

What new marketing initiatives will you utilize to promote hotel and convention activity for this event/project?
We will work in conjunctions with the visitor's bureau and other local business to advertise a visit to the museum as a focal point during weekend get-aways and as a main tourist attraction in Dripping Springs.

What geographical areas does your advertising and promotion reach?
Hays, Travis and Comal Counties. Some advertising reaches state-wide; while out internet and website marketing is boundless.

How many individuals will your proposed marketing reach who are located in another city of county?

UK

If the funding requested is related to a permanent facility (e.g. museum, visitor center)?

Expected Attendance Monthly/Annually: 3000

Percentage of those in attendance that are staying at area hotel/lodging facilities: 70%

Completed application with required attachments must be submitted to the City of Dripping Springs:

By Mail to:

City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620

In Person to:

City of Dripping Springs
City Hall
511 Mercer Street
City of Dripping Springs, TX 78620

Electronic Submission to:

mfischer@cityofdrippingsprings.com

I fully understand the Local HOT Grant Program Application and Guidelines established by the City of Dripping Springs. I intend to use this grant for the aforementioned Event/Project expenditure to forward the efforts of the City in *directly* enhancing and promoting tourism **and** the convention and hotel industry by attracting visitors from outside Dripping Springs into the city or its vicinity. I have attached to this application:

- proposed marketing plan for event/project
- schedule of activities for event/project
- a list of the organization/business board of directors
- proof of non-profit status (if applicable)
- proof of registered business with the State of Texas (if applicable), and

I understand that if I am awarded a Local HOT Grant by the City of Dripping Springs, I will be required to enter into a Local HOT Grant Program Agreement with the City and any deviation from the approved project and the Agreement may result in the partial or total withdrawal of the Local HOT Grant Program funds.

Friends of the Pound House Foundation
Business/Organization Name

Jenny Pack ***March 4, 2021***
Applicant's Signature ***Date***

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2021-

A RESOLUTION OF THE CITY OF DRIPPINGS SPRINGS SUPPORTING LEGISLATION RELATED TO THE DRIFTWOOD CONSERVATION DISTRICT

WHEREAS, a municipal utility district (the "District") was created by the Texas Legislature in 2017 by HB 4301 within the extraterritorial jurisdiction of the City of Dripping Springs, Texas (the "City") for the benefit of the affected public property, including the construction and maintenance of water, sewer, division and drainage facilities and roads;

WHEREAS, the District is named the Driftwood Conservation District;

WHEREAS, City of Dripping Springs adopted a Resolution consenting to the Creation of the Driftwood Conservation District in 2017; and

WHEREAS, the City of Dripping Springs desires to continue its support of the Driftwood Conservation District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COUNCIL OF THE CITY OF DRIPPING SPRINGS, as follows:

Section 1. The facts and opinions in the preamble of this Resolution are true and correct.

Section 2. The City Council of Dripping Springs hereby supports the legislation that validates and confirms the annexation of property into the District and the redefining of the District's boundaries to be those reflected in Exhibit A.

Section 5. This Resolution shall become effective from and after the date of its passage.

PASSED AND APPROVED ON this ____ day of _____, 2021.

_____
Bill Foulds, Jr. Mayor

ATTEST

_____
Andrea Cunningham, City Secretary

EXHIBIT "A"

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 522.457 acres situated in the Freelove Woody Survey No. 23, Abstract No. 20, Hays County, Texas, being all of that 25.2258 acre remainder of Tract 1 (522.25 acres, Save and Except the 497.0242 Acres described below), conveyed to Driftwood 522, LLC as recorded in Document No. 17005608 of the Official Public Records of Hays County, Texas and all of that 497.0242 acre tract (522.25 acres, Save and Except 25.2258 Acres), described as Tract 1, and that 0.1793 acre tract, described as Tract 2 conveyed to Driftwood DLC Austin II, LLC, by deed recorded in Document No. 18025168 of the said Official Public Records; the herein described 522.457 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a calculated point for the northwest corner of the said 25.2258 acre tract, being the southwest corner of the remainder of that 100 acre tract conveyed to Masa Scott Roberts by deed recorded in Volume 301, Page 865 of the Deed Records of Hays County, Texas, same being on the northerly right-of-way line of State Highway FM 967 (80' R.O.W.), from which a TxDOT Type I concrete monument found on the common northerly right-of-way line of State Highway F.M. 967, being the southwest remainder line of the said 100 acre tract, bears N41°10'07"W, a distance of 85.92 feet;

THENCE, leaving the northerly right-of-way line of said State Highway FM 967, with the northerly line of the said 25.2258 acre tract and the 497.0242 acre tract, along the southerly and easterly lines of the said 100 acre remainder tract, for the following two (2) courses:

1) N88°43'28"E, at a distance of 0.25 feet pass a ½" iron rod found, without cap, at a distance of 1364.98 feet pass a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the northeast corner of the aforesaid 25.2258 acre tract, being the northwest corner of the 497.0242 acre tract, for a total distance of 2005.48 feet to a 60d nail found in a fence corner post;

2) N00°59'15"W, 515.50 feet to a 5/8" iron rod, with cap marked "Kent McMillan, Land Surveyor, RPLS 4341", found for an angle point on the northerly line of the aforesaid 497.0242 acre tract, same being a southwest corner of Rim Rock, Phase Three, Section Three, a subdivision recorded in Book 14, Pages 388 through 394 of the Plat Records of Hays County, Texas;

THENCE, N89°02'23"E, leaving the easterly line of the said 100 acre tract, with the northerly line of the said 497.0242 acre tract, being the southerly line of said Rim Rock, Phase Three, Section Three, subdivision, Rim Rock, Phase Three, Section One, a subdivision recorded in Book 12, Pages 7 through 11 of the said Plat Records and Rim Rock, Phase One, Section Two, a subdivision recorded in Book 11, Pages 7 through 11 of the said Plat Records, for a distance of 5479.22 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Co. Inc." found for the northeast corner of the aforesaid 497.0242 acre tract, being a southeast corner of aforesaid Rim Rock, Phase One, Section Two subdivision and an angle point on the westerly line of Rim Rock, Phase One, Section Five, a subdivision recorded in Book 17, Page 290 through 294 of the said Plat Records;

THENCE, leaving the southerly line of said Rim Rock, Phase One, Section Two subdivision, with the common easterly line of the said 497.0242 acre tract and westerly line of Rim Rock, Phase One, Section Five subdivision, for the following three (3) courses:

1) S00°15’40”E, 514.97 feet to a ½” iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for an angle point;

2) S89°02’22”W, 15.17 feet to a fence corner post found for corner;

3) S00°27’04”E, 1260.14 feet to a fence corner post found for the southwest corner of aforesaid Rim Rock, Phase One, Section One subdivision, same being the northwest corner of the said 0.1793 acre tract;

THENCE, leaving the easterly line of the said 497.0242 acre tract, with the perimeter line of the said 0.1793 acre tract, for the following three (3) courses:

1) N87°51’36”E, with the south line of aforesaid Rim Rock, Phase One, Section Five subdivision, for a distance of 99.82 feet to a ½” iron rod, with plastic cap marked “Capital Surveying Company, Inc., found for the northeast corner of the aforesaid 0.1793 acre tract, being an angle point on the northerly line of Rutherford West, Section 2, a subdivision recorded in Book 14, Pages 49 through 53 of the said Plat Records;

2) S00°32’40”E, leaving the south line of said Rim Rock, Phase One, Section Five subdivision, with the northwest line of aforesaid Rutherford West, Section 2 subdivision, 81.34 feet to a ½” iron rod, with plastic cap marked “Capital Surveying Company, Inc., found for the southeast corner of the aforesaid 0.1793 acre tract;

3) N88°52’48”W, continuing with the northerly line of aforesaid Rutherford West, Section 2 subdivision, 99.21 feet to a ½” iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for the southwest corner of the aforesaid 0.1793 acre tract, being the northwest corner of aforesaid Rutherford West, Section 2 subdivision and a point on the easterly line of the aforesaid 497.0242 acre tract;

THENCE, S01°00’52”E, leaving the southerly line of the said 0.1793 acre tract, with the common east line of the said 497.0242 acre tract and west line of Rutherford West, Section 2 subdivision, a distance of 2046.31 feet to a fence corner post found for the southeast corner of the said 497.0242 acre tract, being the northeast corner of that 13.136 acre tract conveyed to Sarah R. Naver by deed recorded in Volume 3334, Page 526 of the said Official Public Records;

THENCE, N88°53’01”W, leaving the westerly line of said Rutherford West, Section 2 subdivision, along the common southerly line of the said 497.0242 acre tract and northerly line of the said 13.136 acre tract and Downstream Subdivision, a subdivision recorded in Book 15, Page 347 of the said Plat Records, for a distance of 2711.59 feet to a 5/8” iron pipe found for the point of curvature of a non-tangent curve to the left on the northerly right-of-way line of State Highway FM 967;

THENCE, with the common southerly line of the said 497.0242 acre tract and northerly right-of-way line of FM 967, for the following three (3) courses:

1) With the said non-tangent curve to the left having a central angle of 09°18’06”, a radius of 1949.86 feet, a chord distance of 316.20 feet (chord bears N84°31’41”W),

for an arc distance of 316.55 feet to a 5/8" iron rod, with cap marked "Kent McMillan, Land Surveyor, RPLS 4341, found for the point of tangency;

2) N89°12'09"W, 1247.30 feet to the calculated point of curvature of a curve to the right, from which a TxDOT Type I monument found bears S01°07'48"W, 0.38 feet;

3) With the said curve to the right having a central angle of 48°00'30", a radius of 1105.92 feet, a chord distance of 899.79 feet (chord bears N65°10'23"W), for an arc distance of 926.66 feet to the calculated point of tangency, from which a TxDOT Type I monument found bears N81°52'12"E, 1.37 feet;

THENCE, N41°10'07"W, continuing with the northerly right-of-way line of FM 967, with the southwest line of the said 497.0242 acre tract and the 25.2258 acre tract, at a distance of 1577.14 feet pass a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the southwest corner of the aforesaid 497.0242 acre tract, being the most southerly corner of the 25.2258 acre tract, for a total distance of 3675.62 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 522.457 acres of land area.

37.0675 acres

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 37.0675 acre situated in the Freelove Woody Survey No. 23, Abstract No. 20, and the Fannie A. D. Darden Survey, both of Hays County, Texas, being all of Driftwood Subdivision, Phase One, Section One, as recorded in Book 18, Pages 236 through 240 of the Plat Records of Hays County, Texas, the said 37.0675 acre tract is more particularly described by metes and bounds as follows:

COMMENCING at a ½ inch iron rod, with a plastic cap marked "Capital Surveying Company, Inc.", found on the common southerly line of that 200 acre tract, described as Tract 4, conveyed to Masa Scott Roberts by deed recorded in Volume 966, Page 677 of the Official Public Records of Hays County, Texas, and northerly right-of-way line of State Highway RM 1826 (80.00' right-of-way), for the southwest corner of that 0.1166 acre right-of-way dedication tract, as dedicated in said Driftwood Subdivision, Phase One, Section One, from which a Txdot Type 1 monument found on the common south line of the said 200 acre tract and northerly right-of-way line of Rm 1826, bears N88°48'32"W, 863.33 feet;

THENCE, leaving the northerly right-of-way line of RM 1826, with the westerly line of said 0.1166 acre right-of-way dedication tract, across the said 200 acre tract, for the following two (2) courses:

1) N01°11'28"E, a distance of 25.00 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for corner;

2) N46°10'34"E, a distance of 14.14 feet to a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the northwest corner of the said 0.1166 acre right-of-way dedication tract, being the southwest corner of Lot 1, Block "F", Driftwood Subdivision, Phase One, Section One, and the POINT OF BEGINNING of the herein described tract;

THENCE, with the perimeter line of said Driftwood Subdivision, Phase One, Section One, across the said 200 acre tract, that 130 acre tract, described as Tract 1, and that 100 acre tract, described as Tract 2, all conveyed to Masa Scott Roberts by deed recorded in Volume 966, Page 677 of the said Official Public Records, for the following eighty (80) courses:

1) N46°10’34”E, a distance of 21.21 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for corner;

2) N01°10’34”E, a distance of 79.79 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of curvature of a curve to the right;

3) With the said curve to the right having a central angle of 27°10’40”, a radius of 525.00 feet, a chord distance of 246.70 feet (chord bears N14°45’54”E), for an arc distance of 249.03 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of tangency;

4) N28°21’14”E, a distance of 315.06 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of curvature of a curve to the left;

5) With the said curve to the left having a central angle of 28°05’06”, a radius of 175.00 feet, a chord distance of 84.93 feet (chord bears N14°18’41”E), for an arc distance of 85.78 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of tangency;

6) N00°16’08”E, a distance of 84.26 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of curvature of a curve to the right;

7) With the said curve to the right having a central angle of 06°58’09”, a radius of 825.00 feet, a chord distance of 100.29 feet (chord bears N03°45’13”E), for an arc distance of 100.35 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of tangency;

8) N07°14’17”E, a distance of 51.93 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of curvature of a curve to the left;

9) With the said curve to the left having a central angle of 08°19’46”, a radius of 575.00 feet, a chord distance of 83.52 feet (chord bears N03°04’24”E), for an arc distance of 83.59 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of tangency;

10) N01°05’29”W, a distance of 274.70 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of curvature of a curve to the right;

11) With the said curve to the right having a central angle of 43°09’14”, a radius of 625.00 feet, a chord distance of 459.69 feet (chord bears N20°29’08”E), for an arc

distance of 470.74 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for the point of tangency;

12) N42°03'45"E, a distance of 285.57 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for an angle point;

13) N46°06'03"E, a distance of 80.78 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for the point of curvature of a curve to the left;

14) With the said curve to the left having a central angle of 09°33'11", a radius of 775.00 feet, a chord distance of 129.07 feet (chord bears N32°34'08"E), for an arc distance of 129.22 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for the point of tangency;

15) N27°47'32"E, a distance of 81.49 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for the point of curvature of a curve to the left;

16) With the said curve to the left having a central angle of 22°05'26", a radius of 1225.00 feet, a chord distance of 469.38 feet (chord bears N16°44'49"E), for an arc distance of 472.30 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for corner;

17) N75°44'51"W, a distance of 184.03 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for the point of curvature of a curve to the right;

18) With the said curve to the right having a central angle of 65°29'02", a radius of 725.00 feet, a chord distance of 784.24 feet (chord bears N43°00'20"W), for an arc distance of 828.61 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for the point of reverse curvature of a curve to the left;

19) With the said curve to the left having a central angle of 21°50'23", a radius of 275.00 feet, a chord distance of 104.19 feet (chord bears N21°11'01"W), for an arc distance of 104.82 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for the point of tangency;

20) N32°06'12"W, a distance of 40.24 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for corner;

21) N57°25'46"E, a distance of 200.01 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for an angle point;

22) N58°26'36"E, a distance of 50.00 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for an angle point;

23) N56°42'25"E, a distance of 200.04 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for corner;

24) S32°06’12”E, a distance of 45.55 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of curvature of a curve to the right;

25) With the said curve to the right having a central angle of 21°50’23”, a radius of 725.00 feet, a chord distance of 274.68 feet (chord bears S21°11’01”E), for an arc distance of 276.35 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of reverse curvature of a curve to the left;

26) With the said curve to the left having a central angle of 65°29’02”, a radius of 275.00 feet, a chord distance of 297.47 feet (chord bears S43°00’20”E), for an arc distance of 314.30 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of tangency;

27) S75°44’51”E, a distance of 196.15 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of curvature of a non-tangent curve to the right;

28) With the said curve to the right having a central angle of 11°38’05”, a radius of 586.83 feet, a chord distance of 118.96 feet (chord bears N42°36’55”E), for an arc distance of 119.16 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of reverse curvature of a curve to the left;

29) With the said curve to the left having a central angle of 31°33’42”, a radius of 1175.00 feet, a chord distance of 639.10 feet (chord bears N32°39’06”E), for an arc distance of 647.25 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for corner;

30) N75°38’53”W, a distance of 191.64 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for an angle point;

31) N06°28’28”E, a distance of 146.88 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for an angle point;

32) N07°36’00”W, a distance of 139.27 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for corner;

33) N25°45’59”W, a distance of 175.19 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for an angle point;

34) N01°46’39”E, a distance of 180.81 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for an angle point;

35) N16°24’02”E, a distance of 197.36 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for an angle point;

36) N07°03’46”E, a distance of 188.59 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for an angle point;

37) N12°42’10”E, a distance of 153.78 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for an angle point;

38) N20°09’27”E, a distance of 152.24 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the northwest corner of the herein described tract;

39) S60°06’46”E, a distance of 219.85 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the northeast corner of the herein described tract;

40) S23°22’29”W, a distance of 36.06 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of curvature of a curve to the left;

41) With the said curve to the left having a central angle of 34°43’11”, a radius of 757.61 feet, a chord distance of 452.10 feet (chord bears S06°00’53”W), for an arc distance of 459.10 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for corner;

42) N77°29’20”E, a distance of 240.08 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for corner;

43) S17°26’22”E, a distance of 180.09 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for an angle point;

44) S13°19’50”E, a distance of 174.68 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for an angle point;

45) S00°57’56”W, a distance of 195.97 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for an angle point;

46) S12°23’07”W, a distance of 150.36 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for an angle point;

47) S10°04’18”W, a distance of 145.80 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for an angle point;

48) S23°13’01”W, a distance of 181.03 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for an angle point;

49) S24°12’58”W, a distance of 166.01 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for an angle point;

50) S20°26’45”W, a distance of 154.35 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for an angle point;

51) S38°10’57”W, a distance of 153.06 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for corner;

52) N50°06’57”W, a distance of 260.73 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of curvature of a non-tangent curve to the right;

53) With the said curve to the right having a central angle of 07°28’18”, a radius of 1225.00 feet, a chord distance of 159.64 feet (chord bears S43°37’12”W), for an arc distance of 159.75 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for corner;

54) S51°01’26”E, a distance of 271.17 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for corner;

55) S42°19’39”W, a distance of 152.02 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for an angle point;

56) S17°52’14”W, a distance of 113.77 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found an angle point;

57) S07°22’23”W, a distance of 137.90 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for corner;

58) N84°39’08”W, a distance of 260.56 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of curvature of a non-tangent curve to the right;

59) With the said non-tangent curve to the right having a central angle of 04°28’18”, a radius of 1275.00 feet, a chord distance of 99.49 feet (chord bears S07°56’17”W), for an arc distance of 99.51 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found the point of compound curvature of a curve to the right;

60) With the said curve to the right having a central angle of 50°39’22”, a radius of 118.00 feet, a chord distance of 100.96 feet (chord bears S07°10’42”E), for an arc distance of 104.33 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found the point of tangency;

61) S18°08’59”W, a distance of 10.00 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of curvature of a curve to the right;

62) With the said curve to the right having a central angle of 38°48’54”, a radius of 140.00 feet, a chord distance of 93.04 feet (chord bears S37°33’25”W), for an arc distance of 94.84 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found the point of compound curvature of a curve to the right;

63) With the said curve to the right having a central angle of 09°05’56”, a radius of 1275.00 feet, a chord distance of 202.27 feet (chord bears S23°14’34”W), for an arc distance of 202.48 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found the point of tangency;

64) S27°47’32”W, a distance of 81.49 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of curvature of a curve to the right;

65) With the said curve to the right having a central angle of 09°43’09”, a radius of 825.00 feet, a chord distance of 139.78 feet (chord bears S32°39’07”W), for an arc distance of 139.94 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found the point of reverse curvature of a curve to the left;

66) With the said curve to the left having a central angle of 07°20’15”, a radius of 300.00 feet, a chord distance of 38.39 feet (chord bears S33°50’33”W), for an arc distance of 38.42 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of tangency;

67) S30°10’26”W, a distance of 31.85 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of curvature of a curve to the right;

68) With the said curve to the right having a central angle of 07°00’00”, a radius of 225.00 feet, a chord distance of 27.47 feet (chord bears S33°40’26”W), for an arc distance of 27.49 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found the point of tangency;

69) S37°10’26”W, a distance of 238.45 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of curvature of a curve to the left;

70) With the said curve to the left having a central angle of 41°24’58”, a radius of 375.00 feet, a chord distance of 265.21 feet (chord bears S16°27’57”W), for an arc distance of 271.07 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found the point of tangency;

71) S04°14’32”E, a distance of 51.42 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of curvature of a curve to the right;

72) With the said curve to the right having a central angle of 28°12’44”, a radius of 250.00 feet, a chord distance of 121.86 feet (chord bears S09°51’49”W), for an arc distance of 123.10 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found the point of tangency;

73) S23°58’11”W, a distance of 53.58 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of curvature of a curve to the left;

74) With the said curve to the left having a central angle of 32°07’04”, a radius of 175.00 feet, a chord distance of 96.82 feet (chord bears S07°54’40”W), for an arc distance of 98.10 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found the point of tangency;

75) S08°08’52”E, a distance of 314.19 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of curvature of a curve to the right;

76) With the said curve to the right having a central angle of 55°12’40”, a radius of 320.00 feet, a chord distance of 296.56 feet (chord bears S19°27’28”W), for an arc distance of 308.36 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found the point of tangency;

77) S47°03’48”W, a distance of 50.99 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of curvature of a curve to the left;

78) With the said curve to the left having a central angle of 45°53’14”, a radius of 570.00 feet, a chord distance of 444.40 feet (chord bears S24°07’11”W), for an arc distance of 456.50 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found the point of tangency;

79) S01°10’34”W, a distance of 66.45 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for an angle point;

80) S43°49’26”E, a distance of 21.22 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found the southwest corner of aforesaid Lot 1, Block “F”, Driftwood Subdivision, Phase One, Section One being the northeast corner of the aforesaid 0.1166 acre right-of-way dedication tract, and the southeast corner of the herein described tract;

THENCE, N88°48’32”W, continuing across the said 200 acre tract, with the common southerly line of said Lot 1, Block “F”, and northerly line of the said 0.1166 acre right-of-way dedication tract, a distance of 128.00 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 37.0675 acres of land area.

119.5115 acres

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 119.5115 acres (134.6580 acres Save and Except Tract A and Tract B described below) out of the Freelove Woody Survey No. 23, Abstract No. 20, and the Fannie A. D. Survey, Abstract No. 664, both of Hays County, Texas, being a portion of that 100 acres. described as Tract III, conveyed to Masa Scott Roberts by deed recorded in Volume 966, Page 156 of the said Deed Records, and further described by the deed recorded in Volume 168, Page 156 of the said Deed Records; the herein described 119.5115 acre tract, being all of proposed Driftwood, Phase One, Section Two is more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for the southeast corner of Lot 4, Block “A”, Driftwood Subdivision, Phase One, Section One, as recorded in Book 18, Page 236 of the Plat Records of Hays County, Texas, on a northerly remainder line of aforesaid 100 acre tract, from which a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for the southwest corner of said Lot 4, Block “A”, bears N50°06’57”W, a distance of 260.73 feet;

THENCE, continuing across the said 100 acre tract, with the easterly line of said Driftwood Subdivision, Phase One, Section One subdivision, same being the westerly line of proposed Lot 55, Block "A", Driftwood, Phase One, Section Two, for the following ten (10) courses:

1) N38°10'57"E, 153.06 feet to a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the common easterly corner of Lot 4 and Lot 5, Block "A";

2) N20°26'45"E, 154.35 feet to a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the common easterly corner of Lot 5 and Lot 6, Block "A";

3) N24°12'58"E, 166.01 feet to a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the common easterly corner of Lot 6 and Lot 7, Block "A";

4) N23°13'01"E, 181.03 feet to a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the common easterly corner of Lot 7 and Lot 8, Block "A";

5) N10°04'18"E, 145.80 feet to a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the common easterly corner of Lot 8 and Lot 9, Block "A";

6) N12°23'07"E, 150.36 feet to a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the common easterly corner of Lot 9 and Lot 10, Block "A";

7) N00°57'56"E, 195.97 feet to a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the common easterly corner of Lot 10 and Lot 11, Block "A";

8) N13°19'50"W, 174.68 feet to a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the common easterly corner of Lot 11 and Lot 12, Block "A";

9) N17°26'22"W, 180.09 feet to a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the northeast corner of Lot 12, Block "A", same being the southeast corner of proposed Lot 13, Block "A", Driftwood, Phase One, Section Two;

10) S77°29'20"W, with the norther1y line of said Lot 12, and southerly line of proposed Lot 13, Block "A", Driftwood, Phase One, Section Two, a distance of 240.08 feet to a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the northwest corner of said Lot 12 on the curving, easterly line of Lot 2, Block "F", (Thurman Roberts Way – variable width right-of-way), Driftwood Subdivision, Phase One, Section One, subdivision;

THENCE, with the common easterly remainder line of the said 100 acre tract and the easterly line of Lot 2, Block "F", Driftwood Subdivision, Phase One, Section One, subdivision, for the following two (2) courses:

1) With a non-tangent curve to the right, having a central angle of 34°43'11", a radius of 757.61 feet, a long chord of 452.10 feet (chord bears N06°00'53"E), for an arc distance of 459.10 feet to a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the point of tangency;

2) N23°22’29”E, 36.06 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for the northeast corner of said Driftwood Subdivision, Phase One, Section One, subdivision;

THENCE, N60°06’46”W, continuing across the said 100 acre tract, with the northerly line of said Driftwood Subdivision, Phase One, Section One, subdivision, same being a northerly line of proposed Lot 14, Block “B”, Driftwood, Phase One, Section Two subdivision, a distance of 219.85 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for the northwest corner of said Driftwood Subdivision, Phase One, Section One, subdivision;

THENCE, continuing across the said 100 acre tract, with the westerly line of said Driftwood Subdivision, Phase One, Section One subdivision, same being the easterly line of proposed Lot 14, Block “B”, Driftwood, Phase One, Section Two subdivision, for the following nine (9) courses:

1) S20°09’27”W, 152.24 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for the common westerly corner of Lot 13 and Lot 12, Block “B”;

2) S12°42’10”W, 153.78 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for the common westerly corner of Lot 12 and Lot 11, Block “B”;

3) S07°03’46”W, 188.59 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for an angle point in the westerly line of Lot 11, Block “B”;

4) S16°24’02”W, 197.36 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for an angle point in the westerly line of Lot 10, Block “B”;

5) S01°46’39”W, 180.81 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for an angle point in the westerly line of Lot 9, Block “B”;

6) S25°45’59”E, 175.19 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for the common westerly corner of Lot 8 and Lot 7, Block “B”;

7) S07°36’00”E, 139.27 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for the common westerly corner of Lot 7 and Lot 6, Block “B”;

8) S06°28’28”W, 146.88 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for the southwest corner of Lot 6, Block “B”;

9) S75°38’53”E, 191.64 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for the southeast corner of Lot 6, Block “B” on the curving, westerly line of aforesaid Lot 2, Block “F”, (Thurman Roberts Way – variable width right-of-way);

THENCE, continuing across the said 100 acre tract, with the westerly line of Lot 2, Block “F”, and the easterly line of proposed Lot 14, Block “B”, Driftwood, Phase One, Section Two subdivision, for the following two (2) courses:

1) With a non-tangent curve to the right, having a central angle of 31°33’42”, a radius of 1175.00 feet, a long chord of 639.10 feet (chord bears S32°39’06”W), for an arc distance of 647.25 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for the point of reverse curvature of a curve to the left;

2) With said curve to the left, having a central angle of 11°38’05”, a radius of 586.83 feet, a long chord of 118.96 feet (chord bears S42°36’55”W), for an arc distance of 119.16 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for the northeast corner of Lot 5, Block “B”, of said Driftwood Subdivision, Phase One, Section One, subdivision;

THENCE, continuing across the said 100 acre tract, with a northerly line of said Driftwood Subdivision, Phase One, Section One subdivision, and southerly line of proposed Lot 14, Block “B”, Driftwood, Phase One, Section Two subdivision, for the following four (4) courses:

1) N75°44’51”W, 196.15 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for the point of curvature of a curve to the right;

2) With said curve to the right, having a central angle of 65°29’02”, a radius of 275.00 feet, a long chord of 297.47 feet (chord bears N43°00’20”W), for an arc distance of 314.30 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for the point of reverse curvature of a curve to the left;

3) With said curve to the left, having a central angle of 21°50’23”, a radius of 725.00 feet, a long chord of 274.68 feet (chord bears N21°11’01”W), for an arc distance of 276.35 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for the point of tangency;

4) N32°06’12”W, 45.55 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for the northeast corner of Lot 1, Block “B”, of said Driftwood Subdivision, Phase One, Section One subdivision;

THENCE, continuing across the said 100 acre tract, with the westerly line of said Driftwood Subdivision, Phase One, Section One subdivision, for the following two (2) courses:

1) S56°42’25”W, continuing with the southerly line of said proposed Lot 14, Block “B”, Driftwood, Phase One, Section Two subdivision, 200.04 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found on the easterly line of Lot 5, Block “F” (Roxie Crossing- 50’ R.O.W.), for the northwest corner of Lot 1, Block “B” and the southeast corner of proposed Roxie Crossing (50’ R.O.W.), Driftwood, Phase One, Section Two subdivision;

2) S58°26’36”W, with the southerly line of said proposed Roxie Crossing, 50.00 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found on the westerly line of Lot 5, Block “F”, for the northwest corner of Lot 1, Block “G”, of said Driftwood Subdivision, Phase One, Section One subdivision and the southwest corner of said proposed Roxie Crossing;

THENCE, leaving the westerly line of said Driftwood Subdivision, Phase One, Section One, subdivision, and continuing across the said 100 acre tract, with for the following four (4) courses:

1) N32°06’12”W, with the westerly line of proposed Roxie Crossing, Driftwood, Phase One, Section Two subdivision, 37.95 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for the point of curvature of a curve to the left;

2) Continuing with the westerly line of proposed Roxie Crossing, with said curve to the left, having a central angle of 87°17’31”, a radius of 15.00 feet, a long chord of 20.71 feet

(chord bears N75°44’58”W), for an arc distance of 276.35 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for the point of reverse curvature of a curve to the right on the southerly line of proposed Lot 3, Block F, Driftwood Subdivision, Phase Two (Thurman Roberts Way-variable width R.O.W.);

3) Along the southerly line of proposed Lot 3, Block F, Driftwood, Phase One, Section Two subdivision, with said curve to the right, having a central angle of 27°58’16”, a radius of 831.70 feet, a long chord of 402.01 feet (chord bears S74°35’24”W), for an arc distance of 406.03 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for the point of tangency;

4) S88°34’32”W, continuing with the southerly line of proposed Lot 3, Block F, Driftwood, Phase One, Section Two subdivision, 279.37 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for the southwest corner of said proposed Lot 3, Block F, Driftwood, Phase One, Section Two subdivision;

5) N05°40’15”W, with the westerly line of proposed Driftwood, Phase One, Section Two subdivision, 578.57 feet to a calculated point in the centerline of Onion Creek for the southwest corner of that 9.568 acre tract conveyed to Catherine Graves by deed recorded in Volume 2655, Page 391 of the Official Public Records of Hays County, Texas for the southwest corner of the herein described tract;

THENCE, with the westerly line of the aforesaid 100 acre tract, the westerly line of aforesaid proposed Lot 55, Block “A”, Driftwood, Phase One, Section Two subdivision, and easterly line of the said 9.568 acre tract, for the following three (3) courses:

1) S54°23’49”E, 13.02 feet to a calculated point;

2) N89°54’14”E, 70.80 feet to a calculated point;

3) N59°58’53”E, 562.38 feet to a calculated point for the southeast corner of said 9.568 acre tract, same being the southwest corner of Lot 34, Driftwood Falls Estates, a subdivision recorded in Book 4, Page 111 of the Plat Records of Hays County, Texas;

THENCE, continuing with the westerly line of the aforesaid 100 acre tract, the westerly line of said proposed Lot 55, Block “A”, Driftwood, Phase One, Section Two subdivision, and easterly line of the said Driftwood Falls Estates, subdivision, along the approximate centerline of Onion Creek, for the following five (5) courses:

1) N59°52’13”E, 343.26 feet to a calculated point;

2) N22°45’14”E, 752.70 feet to a calculated point;

3) N04°06’47”W, 606.60 feet to a calculated point;

4) N13°19’47”W, 568.40 feet to a calculated point;

5) N03°18’47”W, 281.50 feet to a calculated point for corner;

THENCE, N51°37’43”E, with the northerly line of said 100 acre tract, at an approximate distance of 56.44 feet pass the calculated northeast corner of Lot 53, Driftwood Falls Estates, same being the southwest corner of Lot 1, Pier Branch, a subdivision recorded in Book 4, Page 105 of the said Plat

Records and continuing for a total distance of 172.19 feet to the common calculated corner of said Lot 1 and Lot 2, Pier Branch subdivision for corner;

THENCE, N75°22'14"E, continuing with the northerly line of said 100 acre tract, and southerly line of Pier Branch subdivision, along the approximate centerline of Onion Creek, a distance of 537.60 feet to the calculated southeast corner of Lot 5, same being the southwest corner of Lot 6, Onion Creek Ranch, a subdivision recorded in Book 8, Page 65 of the said Plat Records;

THENCE, continuing with the northerly line of said 100 acre tract, the northerly line of said proposed Lot 55, Block "A", Driftwood, Phase One, Section Two subdivision, and southerly line of Onion Creek Ranch subdivision, along the approximate centerline of Onion Creek, for the following three (3) courses:

1) S89°14'47"E, 405.32 feet to a calculated point;

2) S66°18'14"E, 117.62 feet to a calculated point;

3) S46°24'35"E, 218.49 feet to a calculated point;

THENCE, with the easterly line of said 100 acre tract, the easterly line of said proposed Lot 55, Block "A", Driftwood, Phase One, Section Two subdivision, and westerly line of Onion Creek Ranch subdivision, along the approximate centerline of Onion Creek, for the following eleven (11) courses:

1) S01°39'52"E, 171.50 feet to a calculated point;

2) S06°44'04"E, 158.73 feet to a calculated point;

3) S34°51'10"E, 115.94 feet to a calculated point;

4) S34°58'00"E, 249.36 feet to a calculated point;

5) S34°59'43"E, 265.58 feet to a calculated point;

6) S38°03'26"E, 166.09 feet to a calculated point;

7) S04°43'33"E, 96.82 feet to a calculated point;

8) S04°49'35"E, 294.73 feet to a calculated point;

9) S08°56'55"W, 526.01 feet to a calculated point;

10) S11°13'40"E, 636.74 feet to a calculated point;

11) S16°48'00"W, 222.06 feet to a calculated point for the southwest corner of Lot 16, Onion Creek Ranch subdivision, same being the northwest corner of that 331.26 acre tract conveyed to R. L. Struhall by deed recorded in Volume 226, Page 633 of the Deed Records of Hays County, Texas;

THENCE, continuing with the easterly line of said 100 acre tract, the easterly line of said proposed Lot 55, Block "A", Driftwood, Phase One, Section Two subdivision, with the westerly line of said 331.26 acre tract, along the approximate centerline of Onion Creek, for the following four (4) courses:

1) S63°57’26”W, 6.10 feet to a calculated point;

2) S26°38’17”W, 342.88 feet to a calculated point;

3) S28°39’17”W, 315.55 feet to a calculated point;

4) S22°31’17”W, 359.14 feet to a calculated point for the southeast corner of the herein described tract, same being the southeast corner of proposed Lot 55, Block “A”, Driftwood, Phase One, Section Two subdivision;

THENCE, leaving the westerly line of said 331.26 acre tract, across the said 100 acre tract, with the southerly line of proposed Lot 55, Block “A”, Driftwood, Phase One, Section Two subdivision, for the following two (2) courses:

1) N86°04’30”W, 300.73 feet to a calculated point;

2) N50°06’57”W, 143.95 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 134.6580 acres of land area; Save and Except Tract A (4.7233 acres) and Tract B (10.4232 acres) as described below:

TRACT A (4.7233 Acres)

COMMENCING at a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, found for the common northeast corner of Lot 13, Block “A” and northwest corner of Lot 2, Block “F” (Thurman Roberts Way right-of-way varies), Driftwood, Phase One, Section One, a subdivision recorded in Book 18, Page 236 of the Plat Records of Hays County, Texas, same being on the south line of that 100’ electric easement conveyed to Pedernales Electric Co-op. as recorded in Volume 157, Page 615 of the said Deed Records, from which a ½ inch iron rod, with a plastic cap marked “Capital Surveying Company, Inc.”, found for the northwest corner of said Lot 13, Block “A”, bears N60°06’46”W, a distance of 169.52 feet;

THENCE, N23°22’29”E, leaving the northerly line of said Lot 13, Block “A” and Lot 2, Block “F”, along the proposed future westerly right-of-way line of Thurman Roberts Way, across the aforesaid 130 acre tract, a distance of 50.32 feet to a ½ inch iron rod, with a plastic cap marked “Capital Surveying Company, Inc.”, set for the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, N60°06’46”W, continuing across the said 130 acre tract, with the centerline of the aforesaid 100’ electric easement, 175.12 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, set for the southwest corner of the herein described tract;

THENCE, leaving the centerline of said 100’ electric easement and continuing across the said 130 acre tract, for the following six (6) courses:

11) N08°21’50”W, 33.32 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, set for corner;

12) N21°22’48”W, 20.10 feet a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, set for corner;

13) N14°01’53”W, 58.45 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, set for corner;

14) N18°18’45”W, 80.14feet a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, set for corner;

15) N42°20’24”W, 48.60 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, set for corner;

16) N55°47’45”W, 42.50 feet a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, set on the proposed easterly right-of-way line of said future Thurman Roberts Way;

THENCE, continuing across the said 130 acre tract, with the interior right-of-way line of future Thurman Roberts Way, for the following ten (10) courses:

1) N25°41’33”E, 3.98 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, set for the point of curvature of a curve to the left;

2) With the said curve to the left, having a central angle of 55°00’58”, a radius of 121.50 feet, a long chord of 112.24 feet (chord bears N01°48’57”W), for an arc distance of 116.67 feet to a ½ inch iron rod, with a plastic cap marked “Capital Surveying Company, Inc.”, set for the point of tangency;

3) N29°19’26”W, 17.15 feet to a ½ inch iron rod, with plastic cap marked “Capital Surveying Company, Inc.”, set for the point of curvature of a curve to the right;

4) With the said curve to the right, having a central angle of 20°04’43”, a radius of 78.50 feet, a long chord of 27.37 feet (chord bears N19°17’05”W), for an arc distance of 27.51 feet to a ½ inch iron rod, with a plastic cap marked “Capital Surveying Company, Inc.”, set for the point of compound curvature of a curve to the right;

5) With the said curve to the right, having a central angle of 23°39’25”, a radius of 44.00 feet, a long chord of 18.04 feet (chord bears N02°34’59”E), for an arc distance of 18.17 feet to a ½ inch iron rod, with a plastic cap marked “Capital Surveying Company, Inc.”, set for the point of compound curvature of a curve to the right;

6) With the said curve to the right, having a central angle of 124°18’34”, a radius of 234.79 feet, a long chord of 415.22 feet (chord bears N76°33’58”E), for an arc distance of 509.41 feet to a ½ inch iron rod, with a plastic cap marked “Capital Surveying Company, Inc.”, set for the point of compound curvature of a curve to the right;

7) With the said curve to the right, having a central angle of 58°47’24”, a radius of 78.50 feet, a long chord of 77.06 feet (chord bears S11°53’03”E), for an arc distance of 80.55 feet to a ½ inch iron rod, with a plastic cap marked “Capital Surveying Company, Inc.”, set for the point of reverse curvature of a curve to the left;

8) With the said curve to the left, having a central angle of 47°15’27”, a radius of 148.00 feet, a long chord of 118.64 feet (chord bears S06°07’04”E), for an arc distance of 122.07 feet to a ½ inch iron rod, with a plastic cap marked “Capital Surveying Company, Inc.”, set for the point of reverse curvature of a curve to the right;

9) With the said curve to the right, having a central angle of 53°07'17", a radius of 78.50 feet, a long chord of 70.20 feet (chord bears S03°11'09"E), for an arc distance of 72.78 feet to a ½ inch iron rod, with a plastic cap marked "Capital Surveying Company, Inc.", set for the point of tangency;

10) S23°22'28"W, a distance of 369.44 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 4.7233 acres of land area, to be Saved and Excepted from the above said 134.6580 acre tract.

TRACT B (10.4232 Acres)

COMMENCING at a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the northeast corner of Lot 1, Block "B", Driftwood, Phase One, Section One, a subdivision recorded in Book 18, Page 236 of the Plat Records of Hays County, Texas, from which a ½ inch iron rod, with a plastic cap marked "Capital Surveying Company, Inc.", found for the northwest corner of said Lot 1, Block "B", bears S56°42'25"W, a distance of 200.04 feet;

THENCE, N00°51'35"E, leaving the northeast corner of said Lot 1, Block "B", across the aforesaid 100 acre tract, a distance of 115.32 feet to a ½ inch iron rod, with a plastic cap marked "Capital Surveying Company, Inc.", set for the most westerly, southwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, continuing across the said 100 acre tract and the aforesaid 130 acre tract, for the following fifteen (15) courses:

1) With a curve to the right, having a central angle of 01°13'27", a radius of 78.50 feet, a long chord of 1.68 feet (chord bears N37°08'37"E), for an arc distance of 1.68 feet to a ½ inch iron rod, with a plastic cap marked "Capital Surveying Company, Inc.", set for the point of tangency;

2) N36°40'01"E, 79.77 feet to a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for the point of curvature of a curve to the right;

3) With the said curve to the right, having a central angle of 19°33'57", a radius of 975.00 feet, a long chord of 331.34 feet (chord bears N47°51'21"E), for an arc distance of 332.95 feet to a ½ inch iron rod, with a plastic cap marked "Capital Surveying Company, Inc.", set for the point of reverse curvature of a curve to the left;

4) With the said curve to the left, having a central angle of 07°36'57", a radius of 962.49 feet, a long chord of 127.84 feet (chord bears N53°49'51"E), for an arc distance of 127.94 feet to a ½ inch iron rod, with a plastic cap marked "Capital Surveying Company, Inc.", set for the point of reverse curvature of a curve to the right;

5) With the said curve to the right, having a central angle of 08°13'50", a radius of 178.50 feet, a long chord of 25.62 feet (chord bears N54°08'17"E), for an arc distance of 25.64 feet to a ½ inch iron rod, with a plastic cap marked "Capital Surveying Company, Inc.", set for the point of non-tangency and the northwest corner of the herein described tract;

6) S90°00'00"E, 252.07 feet to a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for corner;

7) S45°00'00"E, 78.53 feet a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for corner;

8) S00°18'13"E, 626.82 feet to a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for corner;

9) S37°11'49"W, 45.56 feet a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for corner;

10) S82°11'49"W, 244.61 feet to a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for corner;

11) S07°48'11"E, 137.76 feet a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for corner;

12) S82°11'49"W, 52.31 feet to a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for corner;

13) N22°26'27"W, 142.38 feet a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for corner;

14) S82°11'49"W, 184.96 feet to a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", set for corner;

15) N24°39'28"W, a distance of 452.064 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 10.4232 acres of land area, to be Saved and Excepted from the above said 134.6580 acre tract, for a combined net acreage of 119.5115 acres.

44.3905 acres

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 44.3905 acres situated in the Freelove Woody Survey No. 23, Abstract No. 20, Hays County, Texas, being a portion of that 200 acre tract, described as Tract IV and that 100 acre tract, described as Tract II, both conveyed to Masa Scott Roberts by deed recorded in Volume 966, Page 677 of the Deed Records of Hays County, Texas, and all of Lot 1, Block A, Driftwood Solage, a subdivision recorded in Book 18, Page 257 of the Plat Records of Hays County, Texas; the herein described 44.3905 acre tract, being all of "The "Final Plat" of the Driftwood Solage Subdivision, Block A, Lot 1-B, being a Replat of Block A, Lot 1 of the Driftwood Solage Subdivision and 17.3859 acres out of the Freelove Woody Survey No. 23, Abstract No. 664, Within The Extraterritorial Jurisdiction of the City of Dripping Springs, Hays County, Texas", as recorded in Document No. 19037665 of the Plat Records of Hays County, Texas, is more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the most northerly northwest corner of Lot 1, Block A, Driftwood Solage subdivision, same being on the east line of Lot 1, Block "A", Driftwood Subdivision, Phase One, Section One, a subdivision recorded in Book 18, Page 236 of the Plat Records of Hays County, Texas, from which a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the southeast corner of said Lot 1, Block "A", Driftwood Subdivision, Phase One, Section One, bears S07°22'23"W, 34.06 feet;

THENCE, leaving the northerly line of said Lot 1, Block A, Driftwood Solage Subdivision, across the said 100-acre tract, with the southeasterly line of said Driftwood Subdivision, Phase One, Section One subdivision, for the following six (6) courses:

17) N07°22'23"E, 103.84 feet to a ½ inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the northeast corner of said Lot 1, Block "A" and southeast corner of Lot 2, Block "A", Driftwood Subdivision, Phase One, Section One;

18) N17°52'14"E, 113.77 feet to a ½" inch iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the northeast corner of said Lot 2, Block "A" and southeast corner of Lot 3, Block "A", Driftwood Subdivision, Phase One, Section One;

19) N42°19'39"E, 152.02 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the most easterly corner of said Lot 3, Block "A";

20) N51°01'26"W, 271.17 feet to a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the most northerly corner of said Lot 3, Block "A", being on the southeasterly right-of-way line of Thurman Roberts Way (right-of-way varies) as dedicated by plat of said Driftwood Subdivision, Phase One, Section One, and being the point of curvature of a non-tangent curve to the left;

21) With the said non-tangent curve to the left, having a central angle of 07°28'18", a radius of 1225.00 feet, a long chord of 159.64 feet (chord bears N43°37'12"E), for an arc distance of 159.75 feet to a ½ inch iron rod, with a plastic cap marked "Capital Surveying Company, Inc.", found for the most westerly corner of Lot 4. Block "A", Driftwood Subdivision, Phase One, Section One;

22) S50°06'57"E, passing at 260.73 feet a ½" iron rod, with plastic cap marked "Capital Surveying Company, Inc.", found for the most southerly corner of said Lot 4, Block "A", and continuing across the said 100 acre tract, for a total distance of 398.95 feet to a ½ inch iron rod, with a plastic cap marked "Capital Surveying Company, Inc.", found for angle point;

THENCE, S85°26'34"E, continuing across said 100 acre tract, for distance of 305.39 feet to a calculated point on the approximate centerline of Onion Creek, being on the common easterly line of the said 100 acre tract and westerly line of that 331.26 acre tract conveyed to R. L. Struhall be deed recorded in Volume 226. Page 633 of the Deed Records of Hays County, Texas;

THENCE, S16°23'23"E, with the said common easterly line of the 100 acre tract and westerly line of the 331.26 acre tract, 513.45 feet to a calculated point for the most northerly east corner of said Lot 1, Block A, Driftwood Solage subdivision;

THENCE, with the common easterly line of the said Lot 1, Block A, Driftwood Solage subdivision and westerly line of the said 331.26 acre tract, being along the approximate centerline of Onion Creek, the following six (6) courses:

1) S17°10’43”E, 220.66 feet to a calculated angle point;

2) S25°12’42”E, 91.93 feet to a calculated angle point;

3) S34°24’43”E, 293.21 feet to a calculated angle point;

4) S36°58’43”E, 312.92 feet to a calculated angle point;

5) S41°11’43”E, 251.02 feet to a calculated angle point;

6) S52°15’43”E, 120.82 feet to a calculated angle point;

THENCE, S63°34’43”E, leaving the southeast line of aforesaid Driftwood Solage subdivision, with the common easterly line of the said 200 acre tract and westerly line of the said 331.26 acre tract, 223.03 feet to a calculated point for the southeast corner of the herein described tract;

THENCE, leaving the westerly line of the said 331.26 acre tract and the approximate centerline of Onion Creek, and continuing across the said 200 acre tract, for the following fifteen (15) courses:

1) S53°37’15”W, at a distance of 110.60 feet pass a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found on line, and continuing for a total distance of 410.60 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for an angle point;

2) S83°45’47”W, 373.76 feet to a cotton gin spindle found for an angle point;

3) S71°43’37”W, 140.00 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for an angle point;

4) S75°18’49”W, 419.98 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for an angle point;

5) S69°45’59”W, 23.70’ feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for an angle point;

6) N02°46’13”E, 20.69 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the point of curvature of a curve to the right;

7) With said curve to the right, having a central angle of 01°48’34”, a radius of 975.00 feet, a chord distance of 30.79 feet (chord bears N01°51’55”E), for an arc

distance of 30.79 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for the point of tangency;

8) N00°57'39"E, 317.81 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for the point of curvature of curve to the left;

9) With said curve to the left, having a central angle of 23°43'44", radius of 375.00 feet, a chord distance of 154.20 feet (chord bears N10°54'13"W), for an arc distance of 155.31 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for the point of tangency;

10) N22°46'05"W, 42.55 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for an angle point;

11) N14°38'40"W, 372.96 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for an angle point;

12) N21°45'28"W, 30.71 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for corner;

13) S80°36'36"W, 280.00 feet to ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for corner;

14) N10°21'10"W, 220.19 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for an angle point;

15) N28°08'35"W, 75.29 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found on the southerly line of said Lot 1, Block "A", Driftwood Solage, subdivision;

THENCE, with the southerly line of said Lot 1, Block A, Driftwood Solage subdivision and continuing across the said 200 acre tract, for the following two (2) courses:

1) N50°40'23"W, 232.12 feet to 4" diameter steel fence post found;

2) N85°21'33"W, 156.63 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for the point of curvature of a non-tangent curve to the left, on the easterly right-of-way line of said Thurman Roberts Way;

THENCE, with the common west line of the said Lot 1, Block A, Driftwood Solage subdivision and easterly right-of-way line of said Thurman Roberts Way, across the said 200 acre tract, with said non-tangent curve to the left, having a central angle of 02°22'08", a radius of 1275.00 feet, a chord distance of 52.71 feet (chord bears N23°06'09"E), for an arc distance of 52.72 feet to a ½" iron rod, with cap marked "Capital Surveying Company, Inc.", found for the point of tangency;

THENCE, leaving said Thurman Roberts Way and continuing with the said westerly line of Lot 1, Block A, Driftwood Solage subdivision, being across the said 200 acre tract, for the following four (4) courses:

1) S85°21’33”E, 228.91 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for an angle point;

2) N14°30’16”E, 131.29 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for an angle point;

3) N14°09’20”W, 149.71 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for an angle point;

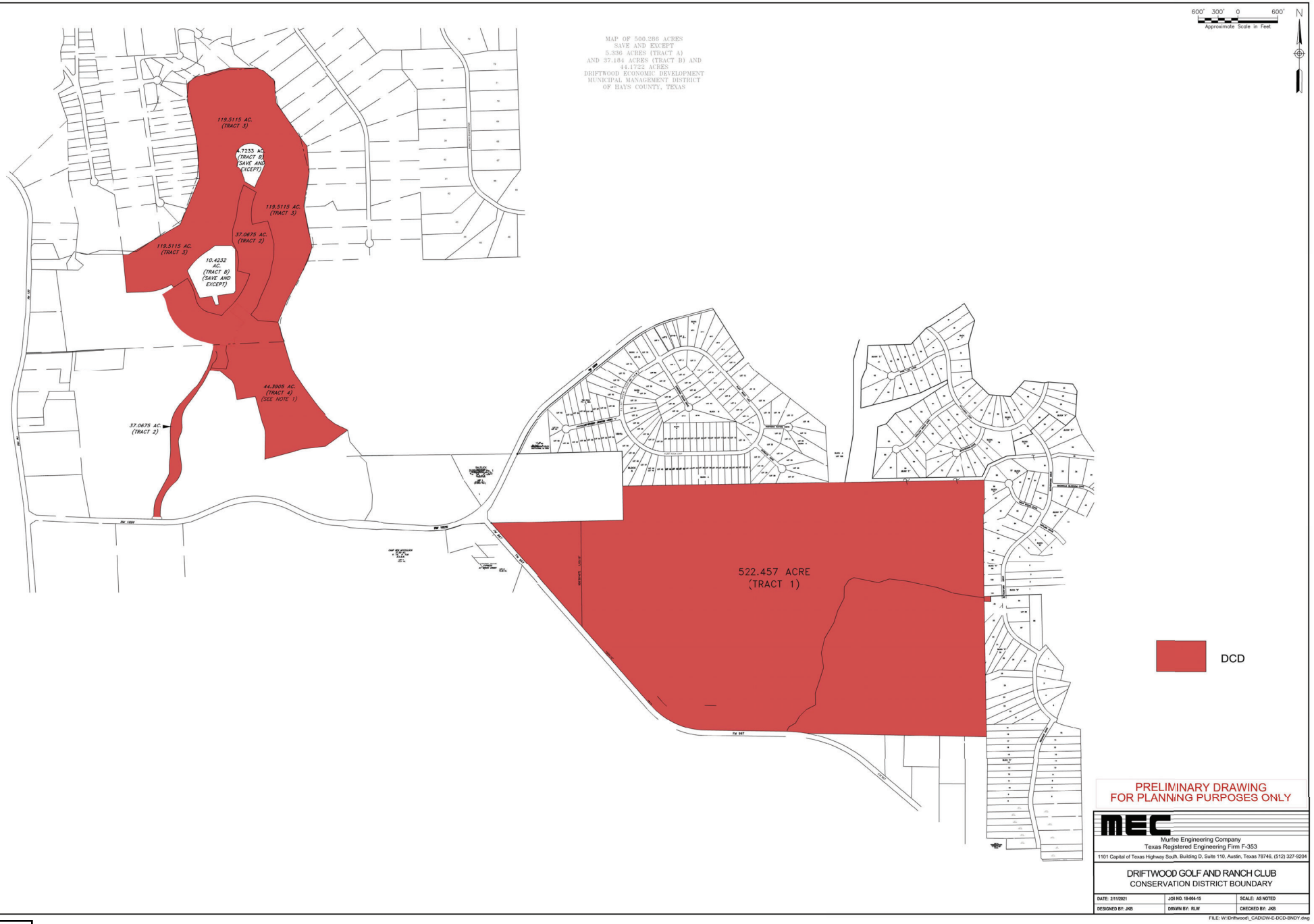
4) N05°20’52”E, 82.17 feet to a feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found on the south line of aforesaid Lot 1, Block “A”, Driftwood Subdivision, Phase One, Section One;

THENCE, continuing across the said 200-acre tract, with common line between said Lot 1, Block A, Driftwood Solage subdivision and Lot 1, Block “A”, Driftwood Subdivision, Phase One, Section One, for the following two (2) courses:

1) S84°39’08”E, 113.68 feet to a ½” iron rod, with cap marked “Capital Surveying Company, Inc.”, found for the southeast corner of aforesaid Lot 1, Block “A”, Driftwood Subdivision, Phase One, Section One;

2) N07°22’23”E, 34.06 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 44.3905 acres of land area.

Bearing Basis is the Texas State Plane Coordinate System, South Central Zone, NAD 83 (GRID).


600' 300' 0 600'
Approximate Scale in Feet
N
MAP OF 500.286 ACRES
SAVE AND EXCEPT
5.336 ACRES (TRACT A)
AND 37.184 ACRES (TRACT B) AND
44.1722 ACRES
DRIFTWOOD ECONOMIC DEVELOPMENT
MUNICIPAL MANAGEMENT DISTRICT
OF HAYS COUNTY, TEXAS
119.5115 AC.
(TRACT 3)
4.7233 AC.
(TRACT B)
(SAVE AND
EXCEPT)
119.5115 AC.
(TRACT 3)
37.0675 AC.
(TRACT 2)
119.5115 AC.
(TRACT 3)
10.4232
AC.
(TRACT B)
(SAVE AND
EXCEPT)
44.3905 AC.
(TRACT 4)
(SEE NOTE 1)
37.0675 AC.
(TRACT 2)
522.457 ACRE
(TRACT 1)
DCD
PRELIMINARY DRAWING
FOR PLANNING PURPOSES ONLY
MEC
Murfee Engineering Company
Texas Registered Engineering Firm F-353
1101 Capital of Texas Highway South, Building D, Suite 110, Austin, Texas 78746, (512) 327-9204
DRIFTWOOD GOLF AND RANCH CLUB
CONSERVATION DISTRICT BOUNDARY
DATE: 2/11/2021
JOB NO. 18-004-15
SCALE: AS NOTED
DESIGNED BY: JKB
DRAWN BY: RLW
CHECKED BY: JKB
FILE: W:\Driftwood_CAD\DW-E-DCD-BNDY.dwg

Hays County
Linda C. Fritsche
County Clerk
San Marcos, Texas 78666

70 2008 80011882

Instrument Number: 2008-80011882
As
OPR RECORDINGS

Recorded On: May 05, 2008

Parties: DRIPPING SPRINGS CITY OF

To

Billable Pages: 68

Number of Pages: 69

Comment:

(Parties listed above are for Clerks reference only)

** **Examined and Charged as Follows:** **

OPR RECORDINGS	284.00
Total Recording:	**284.00**

************ **DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT** ************

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:
Document Number: 2008-80011882
Receipt Number: 193867
Recorded Date/Time: May 05, 2008 11:23:08A
Book-Vol/Pg: BK-OPR VL-3381 PG-707
User / Station: R Robinson - Cashering #2

Record and Return To:

CITY ADMINISTRATOR
P.O. BOX 384
DRIPPING SPRINGS TX 78620

State of Texas |
County of Hays
I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Linda C Fritsche
Linda C. Fritsche, County Clerk

Driftwood

DEVELOPMENT AGREEMENT

Between the

City of Dripping Springs

&

M. Scott Roberts, Individually,
and Driftwood Equities, Ltd.

October 16, 2007

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STATE OF TEXAS §

§

COUNTY OF HAYS §

Driftwood

DEVELOPMENT AGREEMENT

This Driftwood Development Agreement ("Agreement") is between the City of Dripping Springs, (the "City"), and M. Scott Roberts, Individually, and Driftwood Equities, Ltd. ("Owners"). In this Agreement, the City and Owners are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS:

WHEREAS, Owners own approximately 539.12 acres of land (the "Property") located wholly within the extraterritorial jurisdiction (ETJ) of the City and in Hays County, Texas (the "County"), which is more fully described in *Exhibit A* attached hereto; and

WHEREAS, Owners intend to develop the Property as a master-planned, mixed-use community that will provide for residential, commercial, civic, recreational and agricultural uses, together with open space and environmental preservation areas; and

WHEREAS, the development will include facilities and uses that will attract and serve tourists and visitors to the area; and

WHEREAS, the City has adopted an Interim Comprehensive Plan to guide the City in planning for future growth and development and the City Council finds that this Development Agreement is consistent with the Interim Comprehensive Plan and that any variances granted herein are consistent with the intent of the Interim Comprehensive Plan; and

WHEREAS, the City has determined that development agreements with developers of master-planned communities such as the Project will benefit the City by establishing land use controls; providing for the construction of appropriate and necessary utility, roadway and drainage infrastructure; encouraging economic development, protecting the environment, preserving native habitat and endangered species; and promoting the welfare of the citizens of the City and its ETJ; and

WHEREAS, the City and Owners are striving to achieve balance between the pressures of urbanization and the shared desires to protect the public safety, and conserve the hill country scenery and native habitat; and

WHEREAS, this Agreement grants the Owners a measure of predictability in terms of applicable municipal regulations and development fees; and

WHEREAS, this Agreement grants the City the public benefits related to the application of certain municipal regulations in the ETJ, including building codes, zoning categorizations, lighting and landscaping regulations and exterior design standards for non-residential structures, as specified within this Agreement; and

WHEREAS, Owners and the City wish to enter into this Agreement to provide an alternative to the City's typical regulatory process for development; encourage innovative and comprehensive master-planning of the Property; provide a level of certainty of regulatory requirements throughout the term of this Agreement; and provide assurances of a high-quality development that will benefit the present and future residents of the City, the City's ETJ and the County; and

WHEREAS, the City is statutorily authorized to enter into such agreements with owners of property located in the City's ETJ pursuant to Texas Local Government Code Section 212.172; and

WHEREAS, this Agreement runs with the land, and thus shall be filed in and among the land records of Hays County, and is binding upon subsequent purchasers of the Property, or any portions thereof; and

WHEREAS, the City has conducted numerous public hearings and received broad public input regarding the proposal contained within this Agreement.

NOW THEREFORE, FOR GOOD & VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and Owners agree as follows:

ARTICLE 1. DEFINITIONS

1.1. General

Words and phrases used in this Agreement shall have the meanings set forth in this section. Terms that are not defined below, but are defined in the City's Code of Ordinances, shall be given the meanings set forth in the Code. Words and phrases not defined in the Code of Ordinances shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and *vice versa*); and words in the masculine gender shall include the feminine gender (and *vice*

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versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

1.2. Specific

Agreement: This contract between the City of Dripping Springs, Texas and Owners, including all Exhibits, which are incorporated herein for all intents and purposes.

Applicable Fees: The fees and charges to be paid by Owners to the City with respect to the development of the Property.

Applicable Rules: The City Rules that, as modified by the Project Approvals and variances granted concurrent with this Agreement, if any, exist on the Effective Date of this Agreement and will be applicable to the development of the Property for the term of this Agreement. This term does not include regulations mandated by state law, or that are necessary to prevent imminent harm to human safety or property, which may be modified and made applicable to the Project even after the Effective Date.

Association: A community group that is organized with respect to the Property in which individual owners of lots share common interests and responsibilities for costs and upkeep of common space or facilities. A group may take the form of a Property Owners Association or Home Owners Association. The Project may allow for more than one Association.

Building Code: Collectively, the most recent versions of the City's Building Code.

Casitas: A one bedroom unit for daily/temporary rental or timeshare vacation use.

City: The City of Dripping Springs, an incorporated Type A, general-law municipality located in Hays County, Texas.

City Administrator: The chief administrative officer of the City of Dripping Springs, Texas. The term also includes the Deputy City Administrator, and the City Administrator's designee.

City Council: The governing body of the City of Dripping Springs, Texas.

City Engineer: The person or firm designated by the City Council as the engineer for the City of Dripping Springs, Texas.

City Rules: The entirety of the City's ordinances, regulations and official policies, except as modified by this Agreement.

Conceptual Plan: The conceptual plan of the Project attached as *Exhibit B,* as it may be amended from time to time in accordance with this Agreement.

County: Hays County, Texas.

Effective Date: The date upon which this Agreement is executed by all Parties.

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Impervious Cover Percentage: The percentage calculated by dividing the total acres of impervious cover on the Property by the total number of acres included in the Property. Whether or not outdoor decks are included in the calculation of impervious cover shall be determined by the City Engineer during the Site Plan review process based on the deck design and materials. Whether decomposed granite trails, parking areas or other low traffic use areas covered with decomposed granite shall be considered impervious cover shall be determined by the City Engineer during the Site Plan review process.

LCRA: The Lower Colorado River Authority, or its successor agencies.

LEED Program: The Leadership in Energy and Environmental Design (LEED) program. Single family home builders shall meet the requirements of the LEED program and commercial builders shall meet the requirements of the LEED silver program, as administered through the City of Dripping Springs or its agents.

Master Plan: The master plan of the City, originally presented in 1984, as may be amended, modified or supplemented by the City, in conjunction with the Interim Comprehensive Plan.

Open Space: A tract of real property not occupied by any structures or impervious surfaces except as otherwise provided for in this Agreement and legally restricted from future development. Open space uses may include active or passive recreation as well as agricultural use. Property within the confines of individual residential lots shall not qualify as open space under this agreement. Portions of the Project proposed as open space are generally displayed in *Exhibit B* and in more detailed in *Exhibit B-1*.

Owners: M. Scott Roberts, individually, and Driftwood Equities, Ltd., and any successors and assigns.

P&Z: The Planning and Zoning Commission, a volunteer citizen advisory board of the City of Dripping Springs that has been granted specific land use and development regulatory authority pursuant to City ordinances and state statutes.

Project: The Property, as it will be developed under this Agreement pursuant to the Conceptual Plan, attached as *Exhibit B*, subject to Owners' ability to change the Conceptual Plan as set out elsewhere in this Agreement, including, without limitation, Section 3.6 below.

Project Approvals: The approvals, waivers, variances and exceptions to the Applicable Rules approved by the City with respect to the development of the Property.

Property: Approximately 539.12 acres of land, in Hays County, Texas, more fully described on the attached *Exhibit A*.

Recreation: Leisure time activities. Active Recreation involves active or energetic activities that are often performed with others, involves the use of equipment, and takes place at prescribed places, sites or fields (e.g., playground activities, swimming, tennis, and track).

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Passive Recreation involves activities that are relatively inactive or less energetic (e.g., board games, picnicking, and walking).

TCEQ: Texas Commission on Environmental Quality, or its successor agencies.

TxDOT: Texas Department of Transportation, or its successor agencies.

Texas Parks & Wildlife Department: An agency of the State of Texas, or its successor agency.

US Army Corps of Engineers: An agency of the United States, or its successor agency.

ARTICLE 2. PUBLIC BENEFITS, INFRASTRUCTURE & AMENITIES

2.1. **Orderly Growth:** The City desires that development within its ETJ occur in an orderly manner in order to protect the health, safety and welfare of the City's present and future citizens; preserve the environment; enhance property values; and provide for expansion of the City's tax base. This Agreement will benefit the City by facilitating the development of a master-planned community within an appropriate area of the City's ETJ which will allow for thoughtful and high-quality planning, the development of necessary roadways and utility facilities, and the development of a balanced community that includes residential, commercial, agricultural, entertainment, civic and recreational uses. Through this Agreement, the City is furthering its land planning objectives by imposing in the ETJ, components of the City's rules for Zoning, Lighting, Building, Signs and Landscaping.

2.2. **Economic Development:** The development of the Project as a master-planned, mixed-use community will benefit the City by providing new employment and an expanded job market for the residents of the City and its ETJ; furthering the development of an expanded commercial tax base at such time as annexation should occur; and increasing the services that will be available to residents of the City and its ETJ.

2.3. **Provision of Housing:** The development of the Property under this Agreement is intended to provide high quality housing for the City's present and future citizens and, as contemplated by the City's Interim Comprehensive Plan, to allow the development of housing that will minimize negative environmental impacts and promote the aesthetic enhancement of the City and its ETJ. Further, the development of housing in accordance with this Agreement will promote safe and attractive housing conditions and a self-sustaining community.

2.4. **Water & Wastewater Infrastructure:**

2.4.1 Water for the single-family portion of the Project and for potable use in the commercial areas is to be provided under a contract with the LCRA.

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(a) Groundwater will be used for agricultural irrigation and makeup water for water quality wet ponds. Water for nonpotable commercial uses may be from either the LCRA or from groundwater. Appropriate authorizations for such groundwater use will be obtained from the Hays Trinity Groundwater Conservation District.

2.4.2. Wastewater service for single-family residential development will be provided by on-site sewage facilities meeting the standards set by the City, Hays County and the TCEQ. Select commercial uses will require use of a centralized wastewater collection and treatment system (spa and lodge for example). Specialty retail uses in the Town Center may not warrant a centralized system. The most appropriate wastewater systems(s) for commercial areas will be determined as specific uses are finalized. Such wastewater systems will comply with all applicable regulations. Owners agree to construct and operate a Class 1 system.

2.4.3. Owners will stub out a water line to the edge of Owners' Western common boundary with each of the four (4) immediately adjoining properties on Christina Lane so that the adjoining property owners may connect. Any such connections will be at the sole expense of the adjoining property owners.

2.5. Vineyard Water Sources: In light of the inherent limitations of the capacity of the Trinity Aquifer in this area, Owners commit to using best efforts to reduce reliance on the aquifer for agricultural purposes. Priorities for vineyard irrigation are:

(a) **Beneficial reuse of wastewater:** Owners will use their best efforts to amend the existing TCEQ discharge permit to allow the effluent to be used for vineyard irrigation. Any future permits requested will also incorporate such request.
(b) **Surface water:** Owners shall apply to LCRA and TCEQ for a permit to divert surface water from Onion Creek to irrigate the vineyards.
(c) **Storm Water:** Owners shall use best efforts to use stormwater captured in rainwater harvesting systems or water quality ponds for vineyard irrigation. The need to empty the ponds and rainwater systems in a short time period in anticipation of the next rainfall event may render this approach unfeasible.
(d) **Groundwater:** Groundwater shall be the lowest priority for vineyard irrigation but will be needed much of the time.

The above priorities are voluntary and should not be construed to contradict the fact that groundwater for agricultural purposes is an exempt use according to HTGCD rules.

2.6. Recreation & Tourism: The City has, in its Interim Comprehensive Plan, established goals of increasing the availability of park and recreational facilities to serve the residents of its communities, and enhancing the attractiveness of the City as a tourist destination. The development of the Project, as contemplated by this Agreement, will further these City goals in the following ways:

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(a) The Project itself will attract residents and visitors to the area to experience a unique mixed use development that incorporates vineyards, up-scale residential, large creek-side natural areas, specialty retail, restaurants, an extensive trail system, a winery and a spa and lodge complex.
(b) The low density of the Project and use of appropriate architectural styles will help retain the Hill Country character of the Driftwood area.
(c) The vineyards and winery will enhance the reputation of the Driftwood area as a destination for the increasing number of tourists who appreciate wine.
(d) The lodge, spa, casitas and fine dining complex in a natural setting will provide a destination experience for corporate retreats, weddings and other events, as well as for casual visitors drawn to the area.
(e) The specialty retail shops in the Town Center will draw visitors and enhance the economic vitality of the area.
(f) The extensive trail system, wholly and partially available to residents/patrons and public visitors, respectively, will provide an opportunity for both active and passive recreational pursuits.
(g) The access to and protection of Onion Creek will draw people to the area and provide a greater appreciation for this asset of the region.
(h) Protection of large areas of open space along Onion Creek preserves wildlife habitat for birding and other nature-oriented activities.

2.7. **Open Space:** The Project will include approximately 215.37 acres of open space, including greenbelts, irrigation, agricultural uses and conservation easements. The title to the agricultural areas may be retained by the Owners. The balance of the open space will be conveyed to an Association.

2.7.1. **Operation & Maintenance:** The operation and maintenance of the agricultural areas will be the responsibility of the Owners. Operation of the remainder of the open space areas will be the responsibility of the Association.

2.7.2. **Public Access:** The primary use and enjoyment of the open space will be limited to the future residents of the Project and those using the commercial facilities of the Project. Designated public access to portions of the open space will be limited to areas immediately adjacent to the Town Center, as displayed in *Exhibit B-1*. Public access to those areas displayed in *Exhibit B-1* shall be limited as set forth in Section 2.7.4. This limitation of public access is not intended to contravene state law regarding public access to waters of the state.

2.7.3. **Amenities:** In keeping with the intent of preserving the natural environment to the maximum extent feasible the amenities provided in the open space will largely be limited to hike and bike trails and other passive uses. Up to a maximum of five acres of open space may be cleared and maintained for picnicking and other recreational activities, including covered pavilions or similar structures with total roof areas not to exceed twenty thousand square feet.

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2.7.4 **Parkland Dedication:** The large amount of open space set aside by the Project and the provision for public access to portions of the open space satisfy the City's Parkland Dedication Ordinance. Owners will be dedicating a public easement upon thirty-three (33) acres of open space as displayed in Exhibit B-1. Public access to this open space shall be limited to designated hiking trails. More widespread public access is inappropriate as this area serves important water quality protection function. The fragile nature of the native vegetation requires that public access be limited to ensure the health of the native grasses and their ability to provide water quality protection.

2.8. **Fees :** in consideration of the City's covenants and concessions contained within this Agreement, and in order to assure that the City does not incur uncompensated expenses in connection with this Agreement and the development of the Property under this Agreement, Owners agree to pay to City certain development fees (as herein defined) as follows:

2.8.1. **Administrative & Professional Fee:** Owners agree to pay the Development Agreement fees in accordance with the City's Ordinance currently in effect.

2.8.2. **Platting Fees:** In order to cover the City's administrative and professional costs related to plat review and approval under this Agreement, Owners agree to pay the City platting fees in accordance with the City's ordinances presently in effect.

2.8.3. **Miscellaneous Fees:** Any fees not specifically addressed under this Agreement shall be imposed in accordance to the City fee schedule applicable at the time of application for the specific authorization sought. Examples of miscellaneous fees not addressed under this Agreement include, but are not limited to, fees related to authorizations for signs, re-plat, plat amendments, or zoning changes. The Project will only be subject to fees not specifically addressed in this Agreement if the fees were being assessed uniformly in the City and its ETJ on the Effective Date of this Agreement. This section does not apply to fees mandated by changes in state or federal law. The Parties may negotiate a fee for any amendment of this Agreement.

2.9. **Environmental Protection:** Owners shall comply with the following natural resource laws and regulations, to the extent applicable:

2.9.1. **Aquifer Protection:** The Project lies within the Barton Springs Segment of the contributing zone to the Edwards Aquifer. As a condition for receiving LCRA water the Project will comply with water quality measures designed to assure protection of that segment of the Edwards Aquifer consistent with the provisions of the Memorandum of Understanding between the LCRA and the U.S. Fish and Wildlife Service. Moreover, Owners will comply with all applicable TCEQ regulations, including but not limited to Edwards Aquifer Rules, 30 TAC *213,* as may be amended, to the extent applicable to the Property. Owners shall also take reasonable measures to protect the Trinity Aquifer, to the extent applicable to the Property, including at a minimum adherence to the above-cited Edwards Aquifer Rules.

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2.9.2. **Land Application Restrictions:** In the event a centralized wastewater collection and treatment system is constructed, Owners agree that any TCEQ permit application will be based on irrigation of the effluent and will not propose a discharge of effluent to waters of the state. Irrigation may be above ground, subsurface, or a combination of the two, as allowed by TCEQ. The City shall be provided with a copy of any such TCEQ application concurrent with submittal to TCEQ. Beneficial wastewater reuse will be pursued with opportunities including, but not limited to, irrigation of the vineyards; and irrigation of landscaped areas.

2.9.3. **Waterway Protection:** If applicable, Owners shall obtain and comply with any authorizations from the US Army Corps of Engineers that may be required for road and utility crossings of creeks and construction of water quality protection infrastructure, including but not limited to Clean Water Act Section 404.

2.9.4. **Stormwater Controls:** Owners will prepare and implement a stormwater pollution prevention plan in compliance with the TCEQ's Texas Pollution Discharge Elimination System stormwater general permit and applicable regulatory requirements for construction activities.

2.9.5 **Water Quality Protection Ordinance:** Owners agree to implement and comply with the City's Water Quality Protection Ordinance in place on the Effective Date except as modified by this Agreement in *Exhibit C* and elsewhere.

2.9.6. **Voluntary Measures**: The Conceptual Plan attached as *Exhibit B* provides for numerous voluntary environmental protection measures for the benefit of the Project and provides for a substantial amount of Open Space.

(a) **Owner Education:** Owners will implement an education program to further the protection of the environmental resources in the Project. The program shall include, but shall not be limited to, the dissemination of pamphlets and newsletters to educate residents and property owners within the Project about the natural resources of the area and methods of environmental resource protection. Specifically, the educational program will address watershed protection; water conservation; native landscaping; species preservation; rain water harvesting; the dangers of using pesticides, fertilizers, and herbicides in the Barton Springs watershed; the promotion of organic fertilizers and herbicides; and the proper disposal of wastes.

(b) **Design Guidelines for Single-family Detached Residential:** Each lot shall have a specifically designated area not to exceed 10,000 square feet within which housing construction, clearing, and landscaping will be considered, subject to the review and approval of the architectural control committee of the Homeowners Association. The balance of the lot is to remain in a natural state; though removal of cedar and/or enhancement of native vegetation may be permitted on a case-by-case basis, as well as disturbance as necessary for utility installation and/or

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maintenance, provided the area is restored to its natural state. Single-family residential guidelines will specify use of native and/or adapted species of plant materials and prohibit use of St. Augustine grass.

(c) **Public Education:** Owners agree to collaborate with the City, the Hays Trinity Groundwater Conservation District, the LCRA, US Fish & Wildlife Service and local school districts to explore the opportunities for public education regarding preservation of the environment using the Project as an example.

2.9.7. **Wells:** Owners agree that the use of groundwater will be limited to irrigation of agricultural areas, wet pond makeup water, and nonpotable commercial uses. Permits for use of groundwater will be obtained from the Hays Trinity Groundwater Conservation District as appropriate. New groundwater wells shall be prohibited on single-family residential lots; existing wells occurring within a residential lot may remain for use as monitoring wells for the Hays Trinity Groundwater Conservation District. Owners will work with HTGCD to determine the necessity of installing well monitoring devices on existing wells. Certain wells will be capped and no longer used when LCRA surface water becomes available.

2.9.8 **Wet Pond Makeup Water:** Owners hereby establish the following preferences ranked in order for the potential sources for wet pond makeup water:

(a) Rainwater.

(b) Peak run-off from Onion Creek.

(c) Well water.

2.9.9. **Rainwater Collection:** Residential units will be constructed with rainwater collection systems.

2.9.10. **Conservation Easements:** All conservation easements proposed under this Agreement or hereafter designated by the Owners shall be submitted to the City for review and approval prior to becoming effective or being recorded in the real property records. Areas designated in the Conceptual Plan as Open Space or Parkland shall be protected by Conservation Easements or other such enforceable instruments.

2.10. Deed Restrictions: Owners agree that all restrictive covenants for the Project shall reference the provisions of this Agreement and be made applicable to all builders and subsequent buyers. Copies of the restrictive covenants will be provided to the City for review and comment.

2.11. Fences:

2.11.1. All fencing will be limited by deed restrictions so to not obscure scenic views. Fencing materials and methods shall be consistent. Fencing of a type designed to keep deer

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and other wildlife out of the vineyard areas will be installed. To further retain the natural characteristics of the Property and minimize disturbances associated with the Project, individual residential and commercial lots shall not be fenced except as provided within the design guidelines of the Project.

2.11.2. Fencing along 1826 will be split rail fence or other fence no more than four feet high that is consistent with the Hill Country character we are after. Privacy fencing along 1826 should be prohibited. The internal boundaries of the tract will typically have eight to ten foot deer proof fences. A deer fence will also be located just behind the split rail fence on 1826.

2.12. Gated Community: The single-family residential portion of the Project will be a gated community.

2.13. Private Streets: The streets within this Project shall be private streets, unless otherwise agreed by Owners and Hays County.

ARTICLE 3. PROPERTY DEVELOPMENT

3.1. Governing Regulations: For purposes of any grandfathering analysis, the Parties agree that the relevant date is the Effective Date, for purposes of compliance with Texas Local Government Code Chapter 245, as may be amended. For purposes of this Agreement, the Effective Date is the date of execution by all Parties. The Applicable Rules shall govern the Project, unless otherwise expressly provided in this Agreement.

For the term of this Agreement, the development and use of the Property will be controlled by the terms of this Agreement, the project Approvals and the Applicable Rules. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

3.2. Project Approvals & Entitlements:

3.2.1. **Project Approvals:** The Project Approvals set forth in *Exhibit C* (the 'Project Approvals") have been approved by all required City boards and commissions and the City Council and are granted by the City with respect to the development of the Property. This Agreement shall serve as guidance for the review and approval of any additional waivers, variances, exceptions or other municipal authorizations not specifically included in this Agreement.

3.2.2. **Conceptual Plan:** The City confirms that the Conceptual Plan attached as *Exhibit B* complies with the City's Master Plan and Interim Comprehensive Plan, and that the Conceptual Plan, and all land uses and densities, have been approved by all requisite

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City departments, boards and commissions and by the City Council. The City approves the land uses, densities, and reservations of land for public purposes, exceptions, utility and roadway alignments and sizing and other matters shown on the Conceptual Plan. The City's execution of this Agreement shall be deemed to be the approval of the Conceptual Plan upon which the Preliminary Plats for development of the Property will be based.

3.2.3. **Density of Development:** With respect to the density of the Project, Owners will have the right to develop the Property at a density set forth on *Exhibit B*.

3.2.4. **Land Uses:**

(a) For purposes of this Agreement the following shall be allowed within all areas: single-family residences and related structures; open space; hike and bike trails; agricultural uses, including but not limited to vineyards; roadways; and drainage, detention and water quality facilities.

(b) Commercial uses shall be limited to the areas designated as such on the Conceptual Plan. Allowable commercial uses shall include resort, lodge, spa, restaurant, food processing, entertainment, dinner theater, convenience store, small grocery, gas sales, helipad, offices, salon, bakery, clothing, art galleries, antique sales, artisan studios, winery, microbrewery and distillery, on-site sale and consumption of alcoholic beverages, liquor store, garden center, nursery, compost production and any other use included in the City's General Retail (GR) zoning category.

(c) Multi-family, condominium or townhouse uses will be limited to the area designated on the Conceptual Plan as commercial and shall not exceed one hundred (100) units.

(d) In the areas designated "Casitas" in the Conceptual Plan, the maximum number of units shall be limited to that achievable under the impervious cover and other limitation applicable to the Project. No more than two (2) units per building or structure shall be permitted.

(e) Industrial uses will be limited to food processing.

(f) Exceptions:

1. Town Center: Individual building footprint will be limited to twenty thousand (20,000) square feet. Minimum building separation will be twenty-five feet (25'). Maximum height will be two (2) stories, but in no instance greater than forty feet (40').

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2. Hospitality/Winery/Bakery: Individual building footprint will be limited to sixty thousand (60,000) square feet. Minimum building separation will be five feet (5'). The maximum height for the lodge will be limited to forty (40'), unless the fire department determines a height of sixty (60") is permitted by providing a letter approving the change in height to the City Administrator. Maximum height on non-habitable buildings will be limited to sixty feet (60').

(g) **Impervious Cover Limits:** Owners agree to limit the impervious cover to a maximum of fourteen percent (14%) of the Property. Owners shall have the right to apportion impervious cover on a lot by lot basis. Owners may apportion such impervious cover as it deems desirable so long as the overall impervious cover limitation is not exceeded. Impervious cover from existing improvements on the property shall be included within the fourteen percent limit. Owners may count in density and impervious cover calculations land designated as greenbelt, open space, agricultural uses, floodplains, or similar areas. Construction of buildings on slopes will be in accordance with the present ordinances of the City except as amended by this Agreement.

(h) **Impervious Cover Tracking:** Each plat filed with the City shall contain a chart indicating the amount of impervious cover for the entire Property, the amount associated with prior platted areas and the amount associated with the area subject to such plat. The chart shall also show the average lot size computation for the Property as a whole and resulting from the plat and prior platted areas. Any portion of the Property may be replatted to change the use or designation of that previously platted portion so long as the entire platted portion of the Property meets the requirements of this Agreement, including impervious cover. So long as this Agreement remains in effect, such replatting shall be deemed controlled by this Agreement as if the same were an original platting of such replatted portions.

(i) **Continuation of Existing Uses, Activities & Improvements:** Lawful land uses, activities, and improvements (including improvements and buildings shown on the Concept Plan) that currently exist within the Property shall be allowed to continue operating in the same manner and location during the term of this Agreement, including upon annexation of all or any portion of the Project into the City, regardless of any City Rules or Applicable Rules to the contrary. Current uses, activities, and improvements that are expressly permitted to continue include, without limitation:

(a) Operation of Thurman's Mansion, and related activities and improvements, including but not limited to shipping, receiving, parking, office space, events, functions and food preparation and service.

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(b) Operation of the Salt Lick Restaurant and related activities and improvements, including but not limited to shipping, receiving, parking, food preparation, food service and food catering.

(c) Operation of the Salt Lick Pavilion and related activities and improvements, including but not limited to events, functions, parking, food preparation, food service, parking and shipping.

(d) Operation of the Old Settlers Music Festival or other similar events, and all related activities, including but not limited to shipping, receiving and parking.

(e) For the purposes of this Agreement the Salt Lick Restaurant and the Salt Lick Pavilion are included solely for the purposes of impervious cover calculation and demonstration of protection of water quality. Any permits or approvals for improvements to those facilities shall be subject only to the requirements applicable in the ETJ and any other applicable instruments existing between the City and Owners.

3.3. Further Approvals: Upon the Effective Date of this Agreement, Owners may develop the Property consistent with the Project Approvals and this Agreement. Any future approvals granted in writing by the City for such development as well as any written amendments to the Project Approvals will become a part of the Project Approvals.

3.4. Standard for Review: The City's review and approval of any submissions by Owners will not be unreasonably withheld or delayed. The City will review any plans, plat or other filing by Owners in accordance with the applicable City's ordinances, state law and this Agreement. If any submittal is not approved, the City will provide written comments to Owners specifying in detail all of the changes that will be required for the approval of the submittal.

3.5. Approvals & Appeals: The City acknowledges that timely City reviews are necessary for the effective implementation of Owners' development program. Therefore, the City agrees that it will comply with all statutory and internal City time frames for development reviews. The City further agrees that if, at any time, Owners believe that an impasse has been reached with the City staff on any development issue affecting the Project or if Owners wish to appeal any decision of the City staff regarding the Project, then Owners may immediately appeal in writing to the City Council requesting a resolution of the impasse at the next scheduled City Council meeting, subject to compliance with all timetables required by the open meeting laws. Appeals and approvals of variances may be approved by an affirmative vote of at least three of the five (3/5) members of the City Council.

3.6. Conceptual Plan Amendments:

3.6.1. Due to the fact that the Project comprises a significant land area and its development will occur in phases over a number of years, modifications to the Conceptual Plan may become necessary due to changes in market conditions or other factors.

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3.6.2. In order to provide flexibility with respect to certain details of the development of the Project Owners may seek changes in the location and configuration of the lots shown on the Conceptual Plan. Such changes will only require an administrative amendment to the Conceptual Plan so long as the Impervious Cover requirements herein are met and so long as the changes are deemed minor by the City Administrator. The determination of whether the changes are major or minor is at the sole discretion of the City Administrator.

3.6.3. The City Administrator shall be responsible for consideration and approval of such administrative amendments to the Conceptual Plan. The City Administrator may defer such approval to the City Council at the City Administrator's discretion. Similarly, minor variations of a preliminary plat or final plat from the Conceptual Plan that are approved by the City Administrator that do not increase the overall Impervious Cover limit of fourteen percent (14%), and which otherwise comply with the Applicable Rules, and this Agreement will not require an amendment to the Conceptual Plan.

3.6.4. Vineyards: The Conceptual Plan shows approximately sixty (60) acres of vineyard area. Substantial expense has been incurred and will continue to be incurred in establishing the vineyards. However, the long term viability of vineyards in this area is yet to be proven. In the event disease or other factors, in the sole judgment of the Owners, render the vineyards non-viable, Owners have the right to develop the vineyard area for single-family residential use. Any such additional residential development remains subject to the fourteen percent (14%) overall impervious cover limit.

3.7. **Term of Approvals:** The Conceptual Plan, the Project Approvals, and any preliminary plat or final plat approved pursuant to this Agreement will be effective for the term of this Agreement unless otherwise agreed by the Parties.

3.8. **Extension of Permits & Approvals:** Any permit or approval under this Agreement or granted by the City pursuant to, or in accordance with, this Agreement shall be extended for any period during which performance by any Owner is prevented or delayed by action of a court or administrative agency, or an Owner is delayed due to failure to receive a governmental permit despite demonstrable diligent efforts to obtain said permit. In no instance shall any permits or approvals be extended beyond the fifteen year duration of this Agreement.

3.9. **Initial Brush Removal:** Owners may mechanically remove brush without material soil surface disruption prior to receiving approval of plats in order to determine the location of roads, lots, utilities and drainage areas with regard to preservation of environmental features. Prior to plat approval, Owners may neither remove any tree (other than cedar trees) with a trunk having a diameter greater than four (4) inches measured four (4) feet above the base (ground elevation) of the tree, nor materially alter the existing drainage patterns prior to receiving City approval of Preliminary Plat. Owners shall ensure that as much area as possible

is left undisturbed for as long as reasonably possible. Provided, however, Owners may relocate/transplant trees on the Property at any time.

3.10. Building Code:

3.10.1. Owners agree that all single-family residential buildings shall be constructed in accordance with all applicable building or construction codes that have been adopted by the City. In addition, Owners shall require all builders of residential structures to meet the LEED program requirements, as administered through the City of Dripping Springs or its agents. Fees for all residential building permits or building inspections by the City or the City's designee under this section shall be paid by builders. Residential building permit and building inspection fees are not included among the fees specifically listed in this Agreement. City will provide inspections timely and during any period prior to annexation.

3.10.2. Commercial buildings shall be required to obtain building permits. In addition, Owners shall require all builders of non-residential structures to meet the requirements of the LEED silver program, as administered through the City of Dripping Springs or its agents. The requirements provided in this subsection shall not apply to the Salt Lick Restaurant or the Pavilion.

3.10.3. Building Code waivers or exceptions may be sought by Owners to achieve superior aesthetic design goals if not waiver or exception does not result in threat to the safety of persons or property. Waivers and exceptions may be issued administratively by the City Administrator upon receipt of guidance from the City Attorney, City Engineer and Development Coordinator.

3.10.4. The City agrees that building permit review and issuance shall be accomplished within seven (7) working days for residential building permits and within twenty-eight (28) working days for commercial building permits commencing from the date the building permit application is designated administratively complete.

3.11. Fiscal Security for Improvements:

3.11.1. Owners shall be required to provide fiscal surety prior to final plat approval for all road and drainage improvements to Hays County in accordance with the Hays County Subdivision and Development Regulations (effective June 3, 1997). The Owners will be subject to Article VIII, Section 8.3 of those regulations requiring for the Owners to provide to Hays County a good and sufficient surety bond (Performance Bond) or letter of credit equal to one hundred percent (100%) of estimated cost of subdivision-related road and drainage improvements and related infrastructure. Obligations of Owners contained within this bond or letter of credit shall be expired and discharged

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by the City and Hays County upon construction completion of improvements necessary for the final plat.

3.11.2. Owners shall be required to provide fiscal surety to the City prior to final plat approval for all subdivision-related domestic water service improvements and structural water quality control devices/infrastructure. The Owners will provide to the City a good and sufficient surety bond (Performance Bond), letter of credit or cash escrow equal to 100% of the estimated costs of all subdivision-related domestic water service improvements and structural water quality control devices/infrastructure. The method or type of surety provided will be optional to the Owners. Obligations of Owner contained within this bond, letter of credit or cash escrow shall be expired and discharged by the City upon construction completion of improvements necessary for final plat approval.

3.12. Highway Access: The roadway cuts shown on *Exhibit B* are approved by the City as of the Effective Date. Approval of such roadway cuts is contingent on documentation from TxDOT that they are in agreement with the location of the roadway and driveway cuts. Owners and City agree that traffic safety is crucial. All roadway and driveway cuts onto RR 1826, RR 150 and RR 967 not shown on *Exhibit B* shall be subject to the approval of the City.

3.13. Deed Restrictions: Owners agree that all restrictive covenants for the Project shall reinforce the provisions of this section and apply to all builders and subsequent buyers, and shall be appropriately drafted and filed to effectuate this intent and Agreement.

ARTICLE 4. ADDITIONAL MATTERS

4.1. Lighting: The Project shall comply with the City's Lighting Ordinance. Notwithdstandign the foregoing, the following standards are designed to comply with and implement the City's Dark Skies Ordinance. Owners agrees to illuminate the Commercial areas of the Project in accordance with the following standards:

4.1.1 Pole mounted light fixtures within the Project shall be rated at least full cutoff and be hooded and shielded to control light directed off the Project. Pole mounted light fixtures may not be at a height greater than thirty feet (30') above finished grade.

4.1.2 If any landscape lighting is installed on the Property, such landscape lighting shall meet the following requirements:

(a) Landscape lighting such as tree lighting shall be achieved using low voltage lighting with concealed source.

(b) Fixtures shall be mounted no higher than fifteen feet (15') measured from the ground to the bottom of the fixture.

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(c) Low voltage twenty (20) watts lamps are preferred and lamps shall not exceed thirty-five (35) watts.

(d) Lamps shall be housed in bullet style enclosures with an extending truncated shield to maximize cutoff.

4.1.3 Floodlights (other than building and/or loading dock security and safety lights and other building-mounted floodlights, and pole-mounted floodlights to illuminate the front of the store) are prohibited. The allowed floodlights, like all exterior lights, must adhere to all other requirements of this Agreement, including the requirement that they must be at least eighty-five (85) -degree cut-off fixtures.

4.1.4 Owners shall use commercially reasonable efforts to minimize luminous elements on the Property that are visible from any other property provided that it shall be acceptable for Owners to install lighting as described in Sections 2.2.2(a) and (c) above. An exception to the minimization of light visible from other property is allowed for motion sensor activated lighting provided it is located in such a manner as to prevent direct glare and lighting onto the properties of others or into a public right-of-way, and provided the light is set to only go on when activated and to go off within five (5) minutes after activation has ceased, and the light shall not be triggered by activity off the Property.

4.1.5 Interior light fixtures producing light that could be visible through roofing material shall be full cutoff; provided, however, a building may employ skylights or other devices for energy conservation, which devices absorb light during the day and light the interior of the building after sunset, some of which absorbed and reused light could be visible through roofing material. Translucent roofing material over a home and garden center may be unshielded with an opaque material in order to provide adequate lighting for plants.

4.1.6 Exterior Lighting. Exterior lighting shall be designed to minimize glare and light trespass, to preserve the rural character of the Salt Lick, Driftwood, and surrounding area, minimize energy waste and to protect the health, safety and welfare of the general public. All lights are to be at least eighty-five (85)-degree cut-off fixtures. Average maintained illumination levels for each area shall not exceed the specific number of foot-candles, as provided below:

AREA	MEASURED HORIZONTALLY AT GROUND / PAVEMENT LEVEL
Building Façade	**5-7 average fc**
Parking Lot	**4-6 average fc**
At Property Lines	**1-2 average fc**

4.2. Signage

4.2.1 Notwithstanding other provision in the Code, the following criteria constitute the sign regulations for the Property and shall govern all commercial and subdivision signage for the Property. All other signage, and any deviations from the standards set out below, shall be assessed in accordance with the City Sign Ordinance in effect at the time a sign permit application is filed.

4.2.2 Owners may install and maintain a maximum of three (3) free standing monument signs on premise and three (3) off premise signs located on the Property as part of the Project, the top of which shall not be more than ten feet (10') in height (as measured from the adjacent street frontage).

4.2.3 All of such free standing monument signs may be back-to-back, double-faced, and/or multi-use signs. As used herein, sign area is defined as the number of square feet contained within the smallest single polygon that will encompass the actual lettering and any logo on one face of the sign (a logo may be measured using a separate polygon or circle from that containing the lettering). The face of the sign shall not exceed six feet (6') vertical. The portions of a masonry structure on which the sign is located are not counted as part of the sign area provided they are not contained within the polygon. The portions of a masonry structure on which the sign is located shall be counted as to the overall height of the sign structure. Notwithstanding any provision of the Code to the contrary, some or all of such signs may be off premises signs in whole or in part, provided that no such sign may be located off of the Property or advertise a business not located on the Property.

4.2.4 Informational LED/LCD signage utilized for directional/event information is permitted, however, these signs shall not flash or scroll, and may not contain advertising.

4.2.5 Each tenant or occupant on the Property shall be entitled to install flat building signage, including logos, complying with the following requirements:

(a) Lettering constituting such signage shall consist of one (1) horizontal line of lettering not to exceed twenty-four inches (24") in height; or two (2) horizontal lines of lettering not to exceed thirty-six inches (36") in height, including a minimum six inch (6") space between the two (2) lines; no lettering line shall exceed fifty percent (75%) the width of the store front glass.

(b) Logos shall not exceed four square feet (4 sq. ft.) in size and may be used with one line of lettering not to exceed twenty-four inches (24") in height or forty-eight inches (48") in length.

(c) The total length on any such sign shall not exceed fifty percent (50%) of the storefront width of the tenant or occupant's premises in the Property; and Signs for

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any one (1) tenant or occupant shall not exceed or be placed beyond the storefront width.

(d) All signs elements shall be at least twenty-four inches (24") from the top, sides and base of the façade.

4.2.6 Sign Extension. Flat building signage for all buildings on the Property may not extend more than ten inches (10") from the façade of such buildings.

4.2.7 Graphic Symbols. Graphic symbols used to represent or identify a business entity or organization shall be permitted to be displayed on all signs within the Property upon Owners' approval.

4.2.8 Design. All signs and supporting structures shall be designed in accordance with the overall architectural theme of the Property.

4.2.9 Finishes. Color applied to sign faces can be gloss. Returns shall be painted to match the facade.

4.2.10 Lighting. All letters must be mounted to aluminum wireways. Wireways cannot exceed twelve inches (12") in height and MUST be painted to match the appropriate building exterior. One visible wireway is permitted per sign. Lighting must comply with the City's Lighting Ordinance.

4.2.11 Window Signs. No exterior window signs are permitted other than the following: hours of operation not to exceed three square feet (3 sq.ft.). Interior installation. Operation hours can include phone contact numbers and web address.

(a) Address marking to indicate suite number only and shall not exceed one square foot (1 sq.ft.) in area. Interior Installation.

(b) All signs are subject to Owners' approval.

4.2.12 Moving or Flashing Signs Prohibited. The following signs are prohibited: Signs employing moving or flashing lights; Signs employing exposed ballast boxes or transformers; Sign manufacturers name, stamps or decals; Signs employing painted, non-illuminated letters; and Signs employing unedged plastic letters or letters with no returns or exposed fastenings.

4.3. Fire Protection: Fire protection will be provided by the Driftwood Volunteer Fire Department and this Project will comply with the fire protection standards as mandated by the Driftwood Volunteer Fire Department and/or Emergency Services District #5, until such time as the Project is annexed into the City.

4.4. Annexation:

4.4.1. **Annexation:**

(a) Owners hereby agree that this Agreement, once approved and signed by all parties, is a valid and legally sufficient request to extend the city limits of the City (i.e., incorporated municipal boundary) to cover the Property, and no additional petitions or requests from the Owners are necessary, except as provided below. A petition for annexation is included as *Exhibit "E",* which shall be valid for the duration of this Agreement, and shall be binding on Owners' successors and assigns and subsequent purchasers. Owners agree that if the Property, or any portion thereof, is sold prior to the expiration of fifteen (15) years from the Effective Date, Owners shall, as part of the closing documents, execute and cause to be recorded restrictive covenants or other documents memorializing the provisions of this Agreement. Owners further agree that if the Property, or any portion thereof, is sold for commercial purposes prior to the expiration of fifteen (15) years from the Effective Date, Owners shall, as part of the earnest money contract, cause to be executed by the subsequent purchaser(s) a petition for annexation in the form as the one provided in *Exhibit "F"*, which shall be valid for the remainder of the fifteen (15) years from the Effective Date and filed with the City. Owners agree to provide the City a written Notice of Sale of Commercial Property together with a petition for annexation in the form as the one attached hereto as Exhibit "F", if obtained from the subsequent purchaser within fifteen (15) business days after completion of such sale.

The City agrees it will not annex any portion of the Property for a period of fifteen (15) years after the Effective Date, unless: (1) otherwise agreed by both parties; (2) an executed annexation petition from a subsequent purchaser of a commercial portion of the Property is not provided to the City; or (3) annexation of a commercial portion of the Property is necessary to implement an economic mechanism offered by the City as provide below in subsection (b). In the event an executed annexation petition from a subsequent purchaser of a commercial portion of the Property is not provided, Owners shall provide written notice to City than an annexation petition has not been executed by a subsequent purchaser sixty (60) days prior to the closing date, as defined in the earnest money contract, along with a metes and bounds description of the portion of the property being sold. At such time, City shall have the right to only annex the commercial portion of the Property for which no executed annexation petition has been obtained.

Further, in the event of future annexation of the commercial portions of the Property as authorized in this subsection, City acknowledges that Section 43.056 (g) of the Texas Local Government Code requires that if the area to be annexed has a level of services for operating and maintaining infrastructure superior to the level of services provided within the City's corporate boundaries before annexation, the City's annexation service plan must provide

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for the operation and maintenance of infrastructure of the annexed area at a level of services that is equal to or superior to that level of service existing before annexation.

(b) The parties acknowledge that the Owners are investigating the feasibility of the creation of a special district or other economic mechanism (the "economic mechanism") that will create a revenue stream to assist the Owners with the construction and/or maintenance of Project infrastructure, landscaping or other eligible capital improvements related to the Project. City and Owners have agreed to work together with respect to such an economic mechanism. If, within six (6) months of the Effective Date of this Agreement, Hays County has offered the creation of an economic mechanism for the Project and the City is able to offer the Owners in writing an economic mechanism that is equal to the economic mechanism offered by Hays County for the Project, Owners agree to accept the economic mechanism offered by City rather than that offered by Hays County. Further, if necessary to implement the economic mechanism offered by the City, the Owners agree to annexation of the commercial portions of the Property by the City prior to the expiration of the fifteen (15) year period after the Effective Date. In the event such early annexation is necessary to implement the City's economic mechanism, the City agrees to provide Owners a Council Resolution or other written instrument evidencing the City's commitment to create and provide the economic mechanism for the Project. If, after the expiration of the six (6) month period after the Effective Date the City is unable to offer an economic mechanism equal to the economic mechanism offered by Hays County for the Project, Owners shall be free to seek the creation of an economic mechanism by Hays County or other means.

4.4.2. **Land Uses:** Contemporaneously with the annexation of Property within the Project, the City will initiate the zoning process for that area consistent with land uses existing on the effective date of the Agreement, and, for any undeveloped land, the land uses described in the Conceptual Plan and the uses described in Section 3.2.4.

4.5. On-site Construction Materials: A substantial amount of sand and gravel has been removed from Onion Creek and stockpiled on the site as part of a creek restoration project. The materials will be sorted by size for use in the construction of the Project. Excavation of additional material may be conducted on the site and mixed with the existing stockpiled material to meet specifications for road base and other uses.

4.6. Creek Maintenance: Maintenance of a healthy aquatic environment above the dam on Onion Creek requires the periodic removal of sand and gravel deposited in the stream bed. Such maintenance is authorized under this Agreement pursuant to appropriate permitting from TCEQ, US Army Corps of Engineers, Texas Parks & Wildlife Department and Hays County.

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ARTICLE 5. AUTHORITY

5.1. Term:

5.1.1. **Initial Term:** The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years thereafter ("Initial Term"), unless sooner terminated under this Agreement. This Agreement may be extended for a longer duration not to exceed an additional ten (10) years upon mutual agreement of the Parties. In the event such an extension is agreed to all provisions of this Agreement shall remain in full force and effect throughout the extension.

5.1.2. **Expiration:** After the Initial Term and any extension, this Agreement will be of no further force and effect except that termination will not affect any right or obligation arising from Project Approvals previously granted.

5.1.3. **Termination or Amendment:** This Agreement may be terminated or amended as to all of the Property at any time by mutual written consent of the City and Owners or may be terminated or amended only as to a portion of the Property by the mutual written consent of the City and the Owners of only the portion of the Property affected by the amendment or termination.

5.2. Authority: This Agreement is entered under the statutory authority of Section 212.172 of the Texas Local Government Code. The Parties intend that this Agreement guarantee the continuation of the extraterritorial status of portions of the Property as provided in this Agreement; authorize certain land uses and development on the Property provide for the uniform review and approval of plats and development plans for the Property; provide exceptions to certain ordinances; and provide other terms and consideration, including the continuation of land uses and zoning upon annexation of any portion of the Property to the City.

5.3. Applicable Rules: As of the Effective Date, Owners have initiated the subdivision and development permit process for the Project. The City agrees that in accordance with Chapter 245, Local Government Code, the City will consider the approval of any further approvals necessary for the Project based solely on the Applicable Rules, as modified by the Project Approvals and this Agreement. Further, the City agrees that, upon the Effective Date, Owners have authority to develop the Property in accordance with the Applicable Rules, as modified by any exceptions contained in the Project Approvals and this Agreement.

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5.4. Right to Continue Development: In consideration of Owners' agreements hereunder, the City agrees that, during the term of this Agreement, it will not impose or attempt to impose: (a) any moratorium on building or development within the Project, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plans, final plats, site plans, building permits, certificates of occupancy or oilier necessary approvals, within the Project. No City-imposed moratorium, growth restriction, or other limitation affecting the rate, timing or sequencing of development or construction of all or any part of the Project will apply to the Property if such moratorium, restriction or other limitation conflicts with this Agreement or would have the effect of increasing Owners' obligations or decreasing Owners' rights and benefits under this Agreement. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and ETJ due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

5.5. Equivalent Substitute Obligation: If either Party is unable to meet an obligation under this Agreement due to a court order invalidating all or a portion of this Agreement, preemptive state or federal law, an imminent and bona fide threat to public safety that prevents performance or requires different performance, subsequent conditions that would legally excuse performance under this Agreement or, the Parties agree to cooperate to revise this Agreement to provide for an equivalent substitute right or obligation as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid and enforceable, or other additional or modified rights or obligations that will most nearly preserve each Party's overall contractual benefit under this Agreement.

5.6. Cooperation:

5.6.1. The City and Owners each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

5.6.2. The City agrees to cooperate with Owners in connection with any waivers or approvals Owners may desire or require to obtain from the County in connection with the development of the Property.

5.7. Litigation: In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Owners and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the City Council. The Owners agree to defend and indemnify the City for any litigation expenses, including court costs and attorneys fees, related to defense of this Agreement. The filing of any third party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction.

ARTICLE 6. GENERAL PROVISIONS

6.1. Assignment & Binding Effect:

6.1.1. This Agreement and the rights and obligations of Owners hereunder, may be assigned by Owners to a subsequent purchaser of all or a portion of the undeveloped property within the Project provided that the assignee assumes all of the obligations hereunder. Any assignment must be in writing, specifically describe the property in question, set forth the assigned rights and obligations and is executed by the proposed assignee. A copy of the assignment document must be delivered to the City and recorded in the real property records as may be required by applicable law. Upon any such assignment, the assignor will be released of any further obligations under this Agreement as to the property sold and obligations assigned.

6.1.2. If Owners assign its rights and obligations hereunder as to a portion of the Project, then the rights and obligations of any assignee and Owners will be non-severable, and Owners will be liable for the nonperformance of the assignee and vice-versa. In the case of nonperformance by one developer, the City may pursue all remedies against that nonperforming developer, even if such remedies will impede development activities of any performing developer as a result of that nonperformance.

6.1.3. The provisions of this Agreement will be binding upon, and inure to the benefit of the Parties, and their respective successors and assigns. This Agreement will not, however, be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and improved lot within the Project.

6.1.4. Owners agree that all restrictive covenants for the Project shall reinforce this Agreement. Owners further agree to memorialize the terms of this Agreement through inclusion in the plat notes. The Agreement shall be recorded in the Hays County land records to place subsequent purchasers on notice.

6.2. Severability: If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

6.3. Governing Law, Jurisdiction & Venue: *This Agreement shall be governed by and construed* in accordance with the laws of the *State of Texas*, as it applies to contracts performed within

the State of Texas and without regard to any choice of law rules or principles to the contrary. The parties acknowledge that this Agreement is performable in *Hays County*, Texas and hereby submit to the jurisdiction of the courts of that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.

6.4. **No Third Party Beneficiary:** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.

6.5. **Mortgagee Protection:** This Agreement will not affect the right of Owners to encumber all or any portion of the Property by mortgage, deed of trust or other instrument to secure financing for the Project. The City understands that a lender providing financing for the Project ("Lender") may require interpretations of or modifications to this Agreement and agrees to cooperate with Owners and its Lenders' representatives in connection with any requests for interpretations or modifications. The City agrees not to unreasonably withhold or delay its approval of any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City agrees as follows:

6.5.1. Neither entering into this Agreement, nor any breach of this Agreement, will affect any lien upon all or any portion of the Property.

6.5.2. The City will, upon written request of a Lender given in compliance with Section 6.17, consider providing the Lender with a copy of any written notice of default given to Owners under this Agreement within ten (10) days of the date such notice is given to Owners.

6.5.3. In the event of default by Owners under this Agreement, a Lender may, but will not be obligated to, cure any default during any cure period extended to Owners, either under this Agreement or under the notice of default.

6.5.4. Any Lender who comes into possession of any portion of the Property by foreclosure deed in lieu of foreclosure will take such property subject to the terms of this Agreement. No Lender will be liable for any defaults or monetary obligations of Owners arising prior to the Lender's acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to that property until all delinquent fees and other obligations of Owners under this Agreement that relate to the property in question have been paid or performed.

6.6. **Certificate of Compliance:** Within thirty (30) days of written request by either Party given accordance with Section 6.17, the other Party will execute and deliver to the requesting Party a statement certifying that: (a) this Agreement is unmodified and in full force and effect or, if there have been modifications, that this Agreement is in full force and effect as modified and

stating the date and nature of each modification; (b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and (c) any other information that may be reasonably requested. A Party's failure to deliver a requested certification within this thirty (30) day period will conclusively be deemed to constitute a confirmation that this Agreement is in full force without modification, and that there are no uncured defaults on the part of the requesting Party. The City Administrator or City Development Coordinator will be authorized to execute any requested certificate on behalf of the City.

6.7. **Default:** If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within the thirty (30) day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. The City may issue Stop Work Orders for violations arising under this Agreement or the regulations applied herein.

6.8. **Remedies for Default:** If either Party defaults under this Agreement and fails to cure the default within the applicable period, the non-defaulting Party will have all rights and remedies available under this Agreement or applicable law, including the right to institute legal action to cure any default, to enjoin any threatened or attempted violation of this Agreement or to enforce the defaulting Party's obligations under this Agreement by specific performance or writ of mandamus, or to terminate this Agreement. In the event of a default by the City, Owners will be entitled to seek a writ of mandamus, in addition to seeking any other available remedies. All remedies available to a Party will be cumulative and the pursuit of one remedy will not constitute an election of remedies or a waiver of the right to pursue any other available remedy.

6.9. **Reservation of Rights:** To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

6.10. **Attorneys Fees:** The prevailing Party in any dispute under this Agreement will be entitled to recover from the non-prevailing Party its reasonable attorney's fees, expenses and court costs in connection with any original action, any appeals, and any post-judgment proceedings to collect or enforce a judgment.

6.11. **Waiver:** Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of the length of time during which that failure continues, be deemed a waiver of that Party's right insist upon strict compliance with all terms of this Agreement. In order to be effective as to a Party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver

will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

6.12. **Entire Agreement:** This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties. An amendment to this Agreement may only be approved by an affirmative vote of at least three of the five (3 of 5) members of the City Council.

6.13. **Exhibits, Headings, Construction & Counterparts:** All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice- versa. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

6.14. **Time:** Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

6.15. **Authority for Execution:** The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Owners certify, represent and warrant that the execution of this Agreement is duly authorized in conformity with their authority.

6.16. **Property Rights:** Owners expressly and unconditionally waive and release the City from any obligation to perform a takings impact assessment under the Texas Private Real Property Rights Act, Texas Government Code Chapter 2007, as it may apply to this Agreement, the Property, and the Project.

6.17. **Notices:** Any notices or approvals under this Agreement must be in writing may be sent by hand delivery, facsimile (with confirmation of delivery) or certified mail, return receipt requested, to the Parties at the following addresses or as such addresses may be changed from time to time by written notice to the other Parties:

CITY:

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Original: City Administrator
P.O. Box 384
Dripping Springs, Texas 78620

Copy to: Alan J. Bojorquez
Dripping Springs City Attorney
12325 Hymeadow Dr., Ste. 2-100
Austin, Texas 78750

OWNERS:

Original: c/o M. Scott Roberts
17900 FM 1826
Driftwood, Texas 78619

Copy to: Henry Gilmore
Attorney for Owners
DuBois, Bryant, Campbell, & Schwartz, L.L.P.
700 Lavaca Street
Suite 1300
Austin, Texas 78701

6.18. Exhibits: The exhibits to this Agreement shall be incorporated herein for all intents and purposes. The exhibits are listed as follows:

Exhibit A	The Property
Exhibit B	Conceptual Land Use Plan
Exhibit B1	Open Space
Exhibit C	Alternative Project Standards and Variances
Exhibit C1	Street Design Standards
Exhibit D	Driftwood Commercial Landscape Design Criteria
Exhibit E	Annexation Petition
Exhibit F	Annexation Petition for Commercial Properties

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THE UNDERSIGNED PARTIES HEREBY EXECUTE THIS AGREEMENT TO BE EFFECTIVE ON OCTOBER ___, 2007.

CITY OF DRIPPING SPRINGS:

by: _____
Todd Purcell, Mayor

M. SCOTT ROBERTS:

by: _____
M. Scott Roberts

ATTEST:

by: _____
Amanda Craig, City Secretary

DRIFTWOOD EQUITIES, LTD.

by: _____
Name: M. SCOTT ROBERTS
Title: PRESIDENT

ATTEST:

by: _____

APPROVED AS TO FORM:

by: _____
Alan J. Bojorquez, City Attorney

APPROVED AS TO FORM:

by: _____
Henry Gilmore, Counsel for Owners

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THE UNDERSIGNED PARTIES HEREBY EXECUTE THIS AGREEMENT TO BE EFFECTIVE ON OCTOBER ___, 2007.

CITY OF DRIPPING SPRINGS:

by:_____
Todd Purcell, Mayor

ATTEST:

by:_____
Amanda Craig, City Secretary

APPROVED AS TO FORM:

by:_____
Alan J. Bojorquez, City Attorney

M. SCOTT ROBERTS:

by: M. Scott Roberts
M. Scott Roberts

DRIFTWOOD EQUITIES, LTD.

by: M. Scott Roberts Inc.
Name: M. SCOTT ROBERTS
Title: PRESIDENT

ATTEST:

by:_____

APPROVED AS TO FORM:

by: Henry H. Gilmore
Henry Gilmore, Counsel for Owners

STATE OF TEXAS §
§
COUNTY OF HAYS §

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 500.286 acres situated in the Fannie A. D. Darden, Abstract No. 664 and the Freelove Woody Survey No. 23, Abstract No. 20, Hays County, Texas, being a portion of that tract conveyed to Masa Scott Roberts by deed recorded in Volume 966, Page 156 of the Deed Records of Hays County, Texas and further described as Tract 1 of 130 acres, Tract 2 of 100 acres and Tract 3 of 47 ½ acres and Tract 4 of 200 acres, being further described by the deed recorded in Volume 168, Page 156 of the said Deed Records and all of that 44.1134 acre tract conveyed to Driftwood Equities, Ltd. By the deed recorded in Volume 1433, Page 776 of the said Deed Records, said 44.1134 acre tract being a portion of that 100 acre tract conveyed to Masa Scott Roberts by the deed recorded in Volume 301, Page 865 of the said Deed Records; the herein described 500.286 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found in the east right-of-way line of State Highway FM 150 (80' right-of-way), being the west line of the above said 288 acre tract, for the northwest corner of a 12.00 acre tract conveyed to Horance Seiders and Violet Seiders by deed recorded in Volume 354, Page 763 of the said Deed Records, said ½" iron rod found bears N07°53'25"W, 329.46 feet from a TxDOT Type I concrete right-of-way monument found 40.00 feet left of State Highway FM 150 centerline station 281+96.9;

THENCE, N07°53'25"W, with the east right-of-way line of State Highway FM 150, a distance of 663.25 feet to a ½" iron rod found for the southwest corner of that 12.46 acre tract conveyed to Rudolph Kranse and Gregory Hargis by deed recorded in Volume 771, Page 651 of the said Deed Records, said ½" iron rod found bears S07°53'25"E, 73.86 feet from a TxDOT Type I concrete right-of-way monument found 40.00 feet left of State Highway centerline station 271+30.4;

THENCE, N88°02'55"E, crossing into the 288 acre tract, with the south line of the said 12.46 acre tract, 912.29 feet to a ½" iron rod set for the southeast corner of the aforesaid 12.46 acre tract;

THENCE, N06°46'55"W, 600.43 feet to a ½" iron rod found for the northeast corner of the said 12.46 acre tract;

THENCE, S89°02'53"W, with the north deed line of the said 12.46 acre tract, 77.37 feet to the calculated point of intersection of this north deed line, with the east deed line of that 5.2506 acre tract conveyed to Kathleen Collins and Thomas Wendt by deed recorded in Volume 1427, Page 454 of the said Deed Records, said 5.2506 acre tract being a portion of that 10.283 acre tract described in the deed to Warren Dunn, Jr. recorded in Volume 1376, Page 684 of the said Deed Records, the said calculated point bears N05°17'08"E, 2.95 feet from a ½" iron rod found for the southeast corner of the aforesaid 10.283 acre tract;

THENCE, N05°17'08"E, with the east line of the 10.283 acre tract, at a distance of 131.06 feet (record distance) pass the common east corner of the said 5.2506 acre tract and a 5.04 acre tract described in a deed to Michael Dunn and recorded in Volume 1296, Page 414 of the said Deed Records, and continuing for a total distance of 618.54 feet to a 5/8" iron rod found for the northeast corner of the said 10.283 acre tract and the 5.04 acre tract, being on the apparent common line between the above said 288 acre tract and the 100 acre tract, same being the POINT OF REFERENCE for the 5.336 acre tract described below;

THENCE, S86°24'25"W, with the above said common line between the 288 acre tract and the 100 acre tract, being the north line of the 5.04 acre tract and the 10.283 acre tract, 91.89 feet to a ½" iron rod found for the southeast corner of a 14 acre tract conveyed to Mrs. Elna Ludine Roberts by deed recorded in Volume 135, Page 38 of the said Deed Records and being the apparent southwest corner of the 100 acre tract (Tract 2) described above;

THENCE, N07°27'54"W, with the common line between the said 14 acre tract and the 100 acre tract, 1242.44 feet to a ½" iron rod found for the common north corner of the aforesaid 14 acre tract and the 100 acre tract, being in the south line of Lot 1-D, "Division of Lot 1, the J. V. Ash, Jr. Subdivision", a subdivision recorded in Volume 10, Page 217 of the Plat Records of Hays County, Texas;

THENCE, S89°18'23"E, 174.13 feet to a ½" iron rod found for the southeast corner of said Lot 1-D, being the southwest corner of that 0.83 acre tract conveyed to Masa Scott Roberts by deed recorded in Volume 333, Page 323 of the said Deed Records, and being in the common line between the said 100 acre tract and the 130 acre tract (Tract 1) described above;

THENCE, N08°44'17"W, with the east line of Lot 1-D, being the west line of the said 0.83 acre tract, 101.46 feet to a ½" iron rod found for an angle point;

THENCE, N33°27'31"E, with the west line of the said 0.83 acre tract, at 148.39 feet pass a ½" iron rod found for the common east corner of Lot 1-D, and Lot 1-B, of said "Division of Lot 1, The J. V. Ash, Jr. Subdivision", for a total distance of 209.96 feet to a fence corner post found for an angle point in said Lot 1-B, being the most northerly corner of the aforesaid 0.83 acre tract;

THENCE, S69°54'59"E, with the north line of the said 0.83 acre tract, 18.34 feet to a cotton gin spindle found in rock, for the southeast corner of said Lot 1-B, being the southwest corner of Lot 2, Block 'B', "Creek of Driftwood Subdivision", a subdivision recorded in Volume 8, Page 246 of the said Plat Records;

THENCE, along the centerline of Onion Creek, with the northeast and easterly line of the above said 130 acre tract, for the following twenty-six (26) courses:

1) S80°26'41"E, 216.51 feet to a calculated angle point in the south line of Lot 2, Block 'B', from which a 100d nail set for reference bears S85°22'12"W, 52.47 feet;

2) N89°33'24"E, 514.79 feet to the calculated southeast corner of said Lot 2, Block 'B';

3) S54°23'50"E, 13.02 feet to a calculated angle point on the south line of that 9.533 acre tract conveyed to Tom Hewett by deed recorded in Volume 363, Page 256 of the said Deed Records;

4) N89°54'14"E, 70.80 feet to a calculated angle point in the said south line of the 9.533 acre tract, from which a cotton gin spindle set for reference bears N69°02'42"E, 138.90 feet;

5) N59°58'53"E, 562.38 feet to the calculated southeast corner of the 9.583 acre tract, being the southwest corner of Lot 34, "Driftwood Falls Estates", a subdivision recorded in Volume 4, Page 111 of the said Plat Records;

6) N59°52'14"E, 343.26 feet to a calculated point for the southeast corner of said Lot 34, "Driftwood Falls Estates", from which a ½" iron rod found with cap, for the northeast corner of aforesaid Lot 34, bears N42°56'02"W, 386.89 feet and a 100d nail set for reference bears N20°35'12"E, 70.23 feet;

7) N22°45'14"E, at 257.83 feet pass a calculated point for the northeast corner of Lot 35, Driftwood Falls Estates, from said calculated point a ½" iron rod found for the most northerly corner of said Lot 35, bears N75°19'16"W, 355.71 feet, and continuing for a total distance of 752.70 feet to the calculated southeast corner of Lot 39, "Driftwood Falls Estates", from which a 100d nail set for reference bears N43°29'40"W, 26.48 feet;

8) N04°06'47"W, at 110.23 feet pass the calculated northeast corner of said Lot 39, bearing N82°20'00"E, 652.52 feet from a ½" iron rod found for the northwest corner of aforesaid Lot 39, and continuing for a total distance of 606.60 feet to a calculated angle point;

9) N13°19'47"W, at 68.75 feet pass a ½" iron rod found 0.31 feet to the east, at a distance of 179.17 feet pass a ½" iron rod found 0.06 feet to the east for the northeast corner of Lot 45, "Driftwood Falls Estates", from which a ½" iron rod found for the northwest corner of said Lot 45, bears N82°23'39"E, 666.13 feet, and continuing for a total distance of 568.40 feet to a calculated angle point, from which a 100d nail set for reference bears N75°41'33"W, 16.29 feet;

10) N03°18'47"W, at a distance of 54.87 feet pass the calculated northeast corner of Lot 49, "Driftwood Falls Estates", from which a ½" iron rod found for the northwest corner of said Lot 49, bears S82°13'14"W, 632.97 feet, continuing for a total distance of 281.50 feet to the calculated southeast corner of Lot 53, "Driftwood Falls Estates", from which a 100d nail set for reference bears N36°16'47"W, 63.79 feet;

11) N51°37'43"E, 172.19 feet to the calculated southeast corner of Lot 1, being the southwest corner of Lot 2, "Pier Branch", a subdivision recorded in Volume 4, Page 105 of the said Plat Records, from which a cotton gin spindle set for reference bears N56°35'12"E, 95.36 feet;

12) N75°22'14"E, 537.60 feet to the calculated southeast corner of Lot 5, being the southwest corner of Lot 6, "Pier Branch", from which a cotton gin spindle set for reference bears S72°04'16"W, 122.85 feet;

13) S89°14'47"E, at 384.70 feet pass the calculated southeast corner of said Lot 6, "Pier Branch" and continuing for a total distance of 405.32 feet to a calculated point on the southwest line of Lot 4, "Onion Creek Ranch", a subdivision recorded in Volume 8, Page 65 of the said Plat Records;

14) S66°18'14"E, 117.62 feet to a calculated angle point in the southwest line of said Lot 4, "Onion Creek Ranch";

15) S46°24'35"E, at 58.92 feet pass the calculated southeast corner of said Lot 4, being the most westerly corner of Lot 5, "Onion Creek Ranch", for a total distance of 218.49 feet to a calculated angle point, from which a cotton gin spindle set for reference bears N03°41'39"W, 28.36 feet;

16) S01°39'52"E, 171.50 feet to the calculated south corner of said Lot 5, being the northwest corner of Lot 6, "Onion Creek Ranch";

17) S06°44'04"E, 158.73 feet to a calculated angle point on the west line of said Lot 6, "Onion Creek Ranch", from which a cotton gin spindle set for reference bears S46°29'20"E, 25.10 feet;

18) S34°51'10"E, 115.94 feet to the calculated south corner of said Lot 6, being the west corner of Lot 7, "Onion Creek Ranch", from said calculated corner, a ½" iron rod found for the common front corner of Lot 6 and said Lot 7, bears N54°35'38"E, 881.31 feet;

19) S34°58'00"E, 249.36 feet to the calculated south corner of said Lot 7, being the west corner of Lot 8, "Onion Creek Ranch", from which a cotton gin spindle set for reference bears S31°45'11"E, 39.10 feet;

20) S34°59'43"E, 265.58 feet to the calculated south corner of said Lot 8, being the west corner of Lot 9, "Onion Creek Ranch", from which a cotton gin spindle set for reference bears N15°34'10"W, 44.83 feet;

21) S38°03'26"E, 166.09 feet to the calculated south corner of said Lot 9, being the west corner of Lot 10, "Onion Creek Ranch", from which a ½" iron rod found for the common east corner of said Lot 9 and Lot 10, bears N65°58'15"E, 895.71 feet and a cotton gin spindle set for reference bears S17°14'52"E, 88.24 feet;

22) S04°43'33"E, 96.82 feet to the calculated southwest corner of said Lot 10, being the northwest corner of Lot 11, "Onion Creek Ranch", from which a ½" iron rod found for the common east corner of said Lot 10 and Lot 11, bears N88°35'17"E, 882.00 feet and a cotton gin spindle set for reference bears S56°06'07"W, 21.91 feet;

23) S04°49'35"E, 294.73 feet to an angle point, from which a cotton gin spindle set for reference bears S45°52'36"W, 2.36 feet;

24) S08°56'55"W, 526.01 feet to a calculated angle point on the west line of Lot 13, "Onion Creek Ranch", from which a 100d nail set for reference bears S05°50'22"E, 124.61 feet;

25) S11°13'40"E, at 599.04 feet pass the calculated southwest corner of Lot 15, "Onion Creek Ranch", from which a ½" iron rod found for the common east corner of said Lot 15 and Lot 16, "Onion Creek Ranch", bears N88°34'04"E, 826.89 feet, and continuing for a total distance of 636.74 feet to a calculated angle point, from which a 100d nail set for reference bears S59°05'05"W, 41.41 feet;

26) S16°48'00"W, 222.06 feet to the calculated southwest corner of said Lot 16, "Onion Creek Ranch";

THENCE, S63°57'25"W, 6.10 feet to a calculated point in the center of Onion Creek for the northwest corner of that 331.26 acre tract conveyed to R. L. Struhall by deed recorded in Volume 226, Page 633 of the said Deed Records;

THENCE, along the west line of the said 331.26 acre tract, being the east line of the 100 acre tract (Tract 2) and the 288 acre tract described above, with the centerline of Onion Creek, for the following thirteen (13) courses:

1) S26°38'17"W, 342.88 feet to a calculated point, from which a cotton gin spindle set for reference bears N38°46'17"E, 75.98 feet;

2) S28°39'17"W, 315.55 feet to a calculated point, from which a cotton gin spindle set for reference bears N61°51'06"E, 24.65 feet;

3) S22°31'17"W, 359.14 feet to a calculated point;

4) S16°18'43"E, 467.30 feet to a calculated point;

5) S17°10'43"E, 266.81 feet to a calculated point;

6) S25°12'43"E, 91.93 feet to a calculated point;

7) S34°24'43"E, 293.21 feet to a calculated point;

8) S36°58'43"E, 312.92 feet to a calculated point;

9) S41°11'43"E, 251.02 feet to a calculated point;

10) S52°15'43"E, 120.82 feet to a calculated point;

11) S63°34'43"E, 223.03 feet to a calculated point;

12) S10°53'43"E, 179.29 feet to a calculated point;

13) S40°43'43"E, 275.34 feet to the calculated southwest corner of the said 331.26 acre tract, being on or near the north line of the aforesaid 100 acre tract;

THENCE, N89°25'17"E, with the south line of the 331.26 acre tract and north line of the said 100 acre tract, at a distance of 474.40 feet pass a ½" iron rod found 0.70 feet to the north for an angle point on the north line of the aforesaid 44.1134 acre tract, at a distance of 2255.00 feet pass a 5/8" iron pipe found for the southeast corner of the said 331.26 acre tract, for a total distance of 2255.80 feet to the calculated point of intersection of this south line with the west right-of-way line of State Highway FM 1826 (80.00' right-of-way), from which a TxDOT Type I concrete monument found 40.00 feet right of State Highway centerline station 573+08.2, bears N25°31'18"E, 282.85 feet, said calculated point being the northeast corner of the 44.1134 acre tract described above;

THENCE, with the common north right-of-way line of State Highway FM 1826 and south line of the said 44.1134 acre tract and the 288 acre tract, for the following fourteen (14) courses:

1) S25°31'18"W, 505.14 feet to a TxDOT Type I concrete monument found 40.00 feet right of State Highway centerline station 580+96.2, for the point of curvature of a non-tangent curve to the right;

2) With the said curve to the right, having a central angle of 67°57'41", a radius of 1105.92 feet, a long chord of 1236.23 feet (chord bears S59°33'48"W), for an arc distance of 1311.78 feet to a TxDOT Type I concrete monument found 40.00 feet right of State Highway centerline station 594+56.2;

3) N86°27'23"W, 643.70 feet to a calculated angle point 40.00 feet right of State Highway centerline station 601+00, from which a TxDOT Type I concrete monument found bears S37°20'38"W, 0.41 feet;

4) N75°08'47"W, 101.98 feet to a calculated angle point 60.00 feet right of State Highway centerline station 602+00.0, from which a TxDOT Type I concrete monument found, bears S59°36'59"W, 0.62 feet;

5) N86°28'15"W, at a distance of 188.71 feet pass the calculated southeast corner of the above said 44.1134 acre tract, for a total distance of 399.82 feet to a TxDOT Type I concrete monument found 60.00 feet right of State Highway centerline station 606+00.0;

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6) S82°14'29"W, 101.93 feet to a TxDOT Type I concrete monument found 40.00 feet right of State Highway centerline station 607+00.0;

7) N86°24'35"W, 95.03 feet to a TxDOT Type I concrete monument found 40.00 feet right of State Highway centerline station 607+94.8, for the point of curvature of a non-tangent curve to the right;

8) With the said curve to the right, having a central angle of 22°45'43", a radius of 1392.39 feet, a long chord of 549.53 feet (chord bears N75°04'48"W), for an arc distance of 553.16 feet to a TxDOT Type I concrete monument found 40.00 feet right of State Highway centerline station 613+64.0;

9) N63°38'40"W, 229.74 feet to a calculated point 40.00 feet right of State Highway centerline station 615+94.5, from which a TxDOT Type I concrete monument found bears N19°18'05"W, 0.71 feet and a TxDOT Type I concrete monument found, 40.00 feet left of centerline station 615+94.5, bears S26°48'33"E, 79.92 feet, said calculated point being the point of curvature of a non-tangent curve to the left;

10) With the said curve to the left, having a central angle of 49°34'00", a radius of 1185.92 feet, a long chord of 994.25 feet (chord bears N88°25'32"W), for an arc distance of 1025.94 feet to a TxDOT Type I concrete monument found, 40.00 feet right of State Highway centerline station 625+85.8, from which a TxDOT Type I concrete monument found, being 40.00 feet left of State Highway centerline station 625+85.8, bears S23°04'30"E, 79.56 feet;

11) S66°47'28"W, 428.70 feet to a calculated point 40.00 feet right of State Highway centerline station 630+14.5, from which a TxDOT Type I concrete monument found bears N57°25'35"W, 0.42 feet and a found TxDOT Type I concrete monument found 40.00 feet left of State Highway centerline station 630+14.5, bears S23°05'58"E, 80.09 feet, said calculated point being the point of curvature of a non-tangent curve to the right;

12) With the said curve to the right, having a central angle of 24°24'00", a radius of 1105.92 feet, a long chord of 467.42 feet (chord bears S78°59'28"W), for an arc distance of 470.97 feet to a TxDOT Type I concrete monument found 40.00 feet right of State Highway centerline station 635+02.5;

13) N88°48'32"W, 1094.41 feet to a TxDOT Type I concrete monument found 40.00 feet right of State Highway centerline station 645+97.4, being the point of curvature of a curve to the right;

14) With the said curve to the right, having a central angle of 00°53'27", a radius of 5689.58 feet, a long chord of 88.47 feet (chord bears N88°22'12"W), for an arc distance of 88.47 feet to a calculated point for corner, from which a ½" iron rod found for the southeast corner of a 0.50 acre tract conveyed to Horance Seiders by deed recorded in Volume 501, Page 767 of the said Deed Records, bears S10°19'07"E, 0.07 feet;

THENCE, N10°19'07"W, with the east line of the said 0.50 acre tract, at a distance of 513.40 feet pass a ½" iron rod found, for a total distance of 662.29 feet to a ½" iron rod found for the most northerly corner of the aforesaid 0.50 acre tract, being the northeast corner of afore said 12.00 acre tract;

THENCE, S88°20'55"W, with the north line of the 12.00 acre tract, 867.39 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 500.286 acres of land area, SAVE and EXCEPT the following 5.336 acres, being all of that 5.2 acre tract conveyed to Christella Alberado by deed recorded in Volume 302, Page 484 of the said Deed Records and is more particularly described by metes and bounds as follows:

COMMENING at the 5/8" iron rod found for the northeast corner of the 10.283 acre tract described above as the POINT OF REFERENCE:

THENCE, N86°13'55"E, with the south line of the above said 100 acre tract, for a distance of 49.97 feet to a ½" iron rod found for the northwest corner of the said 5.2 acre tract and the POINT OF BEGINNING of the herein described tract;

THENCE, N86°22'32"E, with the north line of the said 5.2 acre tract, 314.54 feet to a ½" iron rod found for an angle point;

THENCE, N87°39'46"E, 436.49 feet to a ½" iron rod found for the northeast corner of the said 5.2 acre tract;

THENCE, S05°36'14"W, 310.15 feet to a 60d nail found in a fence corner post for the southeast corner of the said 5.2 acre tract;

THENCE, S86°53'23"W, 377.12 feet to a ½" iron rod found for an angle point;

THENCE, S87°09'18"W, 372.19 feet to a ½" iron rod found for the southwest corner of the said 5.2 acre tract;

THENCE, N05°15'47"E, 311.23 feet to the POINT OF BEGINNING of the herein described tract, CONTAINING within these metes and bounds 5.336 acres of land area, SAVED AND EXCEPTED from the 500.286 acre tract described above, for a total NET AREA of 494.950 acres of land area.

Except as noted, "½ inch iron rod set" denotes a ½ inch iron rod, with a plastic cap marked "Capital Surveying Company, Inc.", set for corner.

The bearings shown in this survey are grid bearings based on the Texas State Plane Coordinate System, NAD 83 (HARN) Datum, South Central Zone, derived by Global Positioning Systems surveys

That I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 22nd day of February, 2007.

STATE OF TEXAS
REGISTERED
JERRY FULTS
1999
PROFESSIONAL
LAND SURVEYOR

Jerry Fults
Registered Professional Land Surveyor
No. 1999- State of Texas

STATE OF TEXAS §
§
COUNTY OF HAYS §

FIELDNOTE DESCRIPTION of a tract or parcel of land containing 44.1722 acres situated in the Freelove Woody Survey No. 23, Abstract No. 20, Hays County, Texas, being all of that portion of the 100 acre tract lying east of State Highway FM 1826, conveyed to Masa Scott Roberts by the deed recorded in Volume 301, Page 865 of the Deed Records of Hays County, Texas; the herein described 44.1722 acre tract is more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found, with plastic cap marked "Capital Surveying Company, Inc.", at the intersection of the north line of the said 100 acre tract with the east right-of-way line of State Highway FM 1826 (80' right-of-way), being the most westerly corner of that 1060.214 acre tract, described as Tract 2, conveyed to LSM Ranch, Ltd. by the deed recorded in Volume 1628, Page 206 of the said Deed Records and bears S25°31'20"W, 242.50 feet from a TxDOT Type I concrete monument found 40.00 feet left of State Highway centerline station 573+08.2;

THENCE, N88°31'49"E, with the south line of the 1060.214 acre tract, 1594.81 feet to a ½" iron rod found for an interior corner of the said 1060.214 acre tract and the northeast corner of the said 100 acre tract;

THENCE, S00°59'15"E, at a distance of 523.55 feet pass a ½" iron rod, with plastic cap marked "4542", for a southwest corner of the aforesaid 1060.214 acre tract and an interior northwest corner of that 700.03 acre tract conveyed to John Richard Rutherford by the deed recorded in Volume 1214, Page 548 of the said Deed Records, and continuing for a total distance of 1039.05 feet to a 60d nail found in a fence corner post for an interior corner of the said 700.03 acre tract and the southeast corner of the aforesaid 100 acre tract;

THENCE, S88°43'28"W, with the common line between the 700.03 acre tract and the 100 acre tract, at a distance of 2005.26 feet pass a ½" iron rod found for the most westerly corner of the said 700.03 acre tract, for a total distance of 2005.48 feet to the calculated intersection of this common line with the northeast right-of-way line of State Highway FM 967 (80' right-of-way);

THENCE, N41°10'54"W, with the northeast right-of-way line of State Highway FM 967, 85.90 feet to a TxDOT Type I concrete monument found at an angle point;

THENCE, N01°43'24"W, continuing with the northeast right-of-way line of State Highway FM 967, for a distance of 110.39 feet to a TxDOT Type I concrete monument found for an angle point at the existing right-of-way intersection with State Highway FM 1826;

Freelove Woody Survey No. 23, Abst. No. 20
February 22, 2007
06533.11

THENCE, N30°05'26"E, leaving the northeast right-of-way line of State Highway FM 967, with the occupied east right-of-way line of State Highway FM 1826, for a distance of 435.14 feet to a TxDOT Type I concrete monument found 40.00 feet left of State Highway centerline station 580+96.2;

THENCE, N25°31'22"E, continuing across the 100 acre tract, with the east right-of-way line of State Highway FM 1826, for a distance of 544.25 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 44.1722 acres of land area;

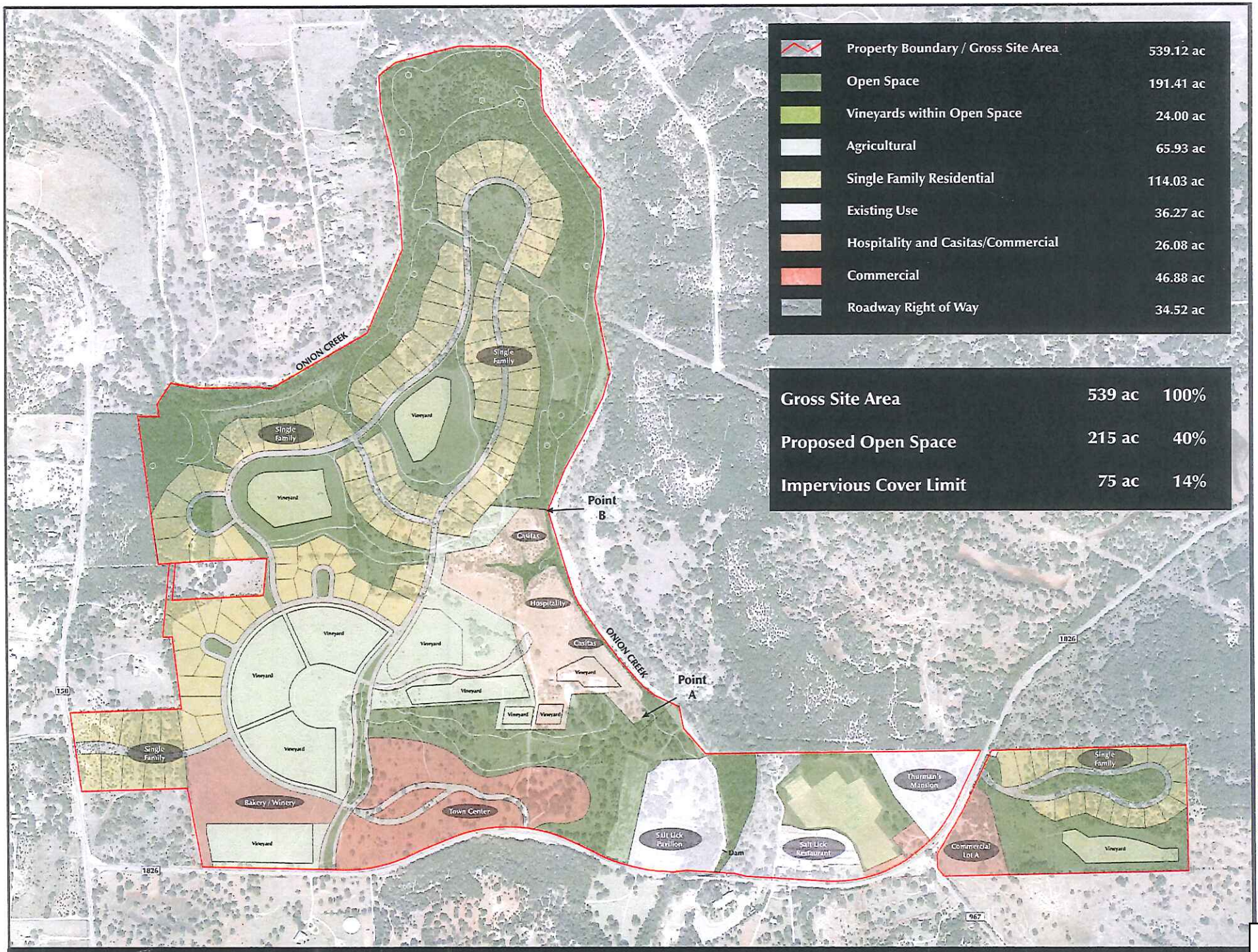
The bearings shown in this survey are grid bearings based on the Texas State Plane Coordinate System, NAD 83 (HARN) Datum, South Central Zone, derived by Global Positioning Systems surveys

That I, Jerry Fults, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 22nd day of February, 2007.

STATE OF TEXAS
REGISTERED
JERRY FULTS
1999
PROFESSIONAL
LAND SURVEYOR

Jerry Fults
Registered Professional Land Surveyor
No. 1999- State of Texas



Driftwood

Exhibit B
Conceptual Land Use Plan

0 300' 600'

Aerial photo date March 2006, 2ft contours
Prepared by Bosse & Turner Associates, Inc.

Jun 2007

BOSSE &TURNER

Item # 8.

Driftwood

Exhibit B-1
Proposed Open Space

Property Boundary
Proposed Open Space
Private Lot

0 300' 600'

May 2007

BOSE & CONNER

Aerial photo date March 2006, 20 contours
Prepared by Bowar & Turner Associates, Inc.

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Driftwood
EXHIBIT C
Alternative Project Standards

Subdivision Ordinance

1. Variance: Section 4.8(l)10 and Section 4.9.1(d) Identification of Trees: Only individual trees over twelve inches in diameter that are to be removed as part of the roadway and utility construction process will be identified.

2. Variance: Section 11 Street Geometric Design Standards: Streets will be constructed according to the design standards as set out in Exhibit C-1 (which are variances from the TCSS Manual).

3. Variance: Section 14.6 Minimum Lot Sizes in Extraterritorial Jurisdiction: The minimum lot size for residential lots shall be one half acre. The average residential lot size, including open space, shall be greater than 1.5 acres.

3. Alternative Standard: Private streets shall be allowed within the development.

4. Alternative Standard: Gated streets shall be allowed within the development.

5. Alternative Standard: The maximum block length may exceed 2,000 feet.

6. Alternative Standard: Shared Access Drives may serve up to eight lots.

7. Alternative Standard: Up to five wildlife exclusion devices within the roadways shall be permitted to protect the vineyards and other agricultural uses.

Water Quality Protection Ordinance

1. Section 5 Performance Standards: The project meets the Pollutant Load performance standards without further engineering calculations or submittals.

2. Variance: Section 7.4(k) Allowable Development in Water Quality Buffer Zone: Excavation of sand and gravel that accumulates in the creek bed in the backwater from the dam on Onion Creek shall be allowed when the creek is not flowing.

3. Variance: Section 7.2 Water Quality Buffer Zone determined according to size of drainage basin: The buffer zone along Onion Creek from Point A to Point B shall end at the top of the bluff. Following suitable results from geo-structural engineering analysis of this area, buildings and attendant features, but no parking lots, may occupy a maximum of fifty percent (50 %) of the length of this section of the bluff.

4. Alternative Standard: Hike and bike trails shall be permitted within the buffer zones.

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Site Development Ordinance

Variance: Section 13.2 Cut and Fill: Cut and fill may exceed four feet (4) for agricultural irrigation ponds, water quality ponds (wet and dry) and activities occurring under section 4.5 of the Agreement.

Sign Ordinance

Variance: Section VI. Sign Standards, Location: Owner may install 3 off premise free standing monument signs located on the Property, the top of which shall not be more than 10 feet in height.

Parkland Dedication Ordinance

Alternative Standard: The open space provided within the Property meets the requirements of the Parkland Dedication Ordinance.

Bk Vol Pg
80011882 OPR 3381 758

Justification for the Alternative Project Standards and responses to the required findings:

1. That there are special circumstances or conditions affecting the land involved, such that the strict application of the provisions of this Chapter would deprive the applicant of the reasonable use of the land;

The Owner proposes to develop a high quality, low density mixed use project that is sensitive to the constraints and assets of the site. The site has frontage on three arterial roadways (RR 1826, RR 967 and RR 150). The site is also bounded by over 13,000 feet of frontage on the main channel of Onion Creek with its associated flood plain. Portions of the site have been cleared for historic agricultural uses. Other portions of the site are densely wooded. Parts of the site are more open grassland with scattered specimen trees.

The proposed plan proposes a mixture of low density residential use, agricultural uses and small scale commercial development. The goal is to retain as much open space as possible to preserve a more rural character of development in a part of the ETJ where higher densities are not appropriate. In order to assure this result the impervious cover is to be limited to no more than fourteen percent (14%) of the site. This impervious cover limit is exceptionally low in light of the access of the site to arterial roadways that provide the potential for more extensive commercial development.

The project furthers the City's goals of promoting economic development and tourism. The vineyards, winery, lodge, spa, restaurant and event facilities will create an environment that will draw people to the area as well as create jobs for area residents. The vineyards will promote the concept of agricultural uses remaining a viable component of the northern Hays County economy as well as preserving open space.

The development goals just described cannot be met with a literal application of the City's regulations in light of the site characteristics and constraints.

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

The applicant is proposing a development of a much lower intensity than existing regulations would allow and that the access to arterial roadways would reasonably support. The variances are necessary to make it feasible to forgo the more dense development potential of the tract. The variances also provide for an increased level of environmental protection and habitat preservation.

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

A low density, high quality development will establish a positive precedent for the area. The low density will minimize demands on future infrastructure requirements while enhancing the value of surrounding properties. Future tax base will be high while the demand for services will be low.

Bk Vol Pg
80011882 OPR 3381 759

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

The granting of the variances will support the orderly development of other land in the area. The substantial compliance of the proposed development with the recently completed Regional Water Quality Protection Plan is a precedent for this part of the ETJ that should be actively encouraged on the part of other properties. From a traffic circulation perspective no connection of proposed roadways to adjacent properties is either appropriate or proposed, thus their orderly subdivision is not affected.

5. The waiver will enable the applicant to preserve more native trees, provide more open space, or ensure more wildlife preservation than would be possible complying with the strict mandates of this Chapter.

The key concept underlying the residential portion of the project is to maximize common open space. The reduction in minimum lot size will assure more area remains in a natural state than if it were included within a lot. Increased habitat for wildlife is consequently assured as well as the preservation of native trees. The access to a large amount of common open space should more than offset the reduced lot size from the perspective of the lot buyer.

Bk Vol Pg
80011882 OPR 3381 760

Driftwood
EXHIBIT C-1
Street Design Standards
May 22, 2007

Code Section		Code Requirement	Proposed Requirement
TCSS MANUAL 2.3.2. Hays County Subdivision and Development Regulations The road standards for the City of Dripping Springs, TX will be governed by Table 7.3, Summary of Hays County Road Standards.	**Country Lane**		
	Design Speed (1)	25 mph	20 mph
	Minimum ROW Width	50'	40'
	Minimum Centerline Radius (1)	200'	80'
	Minimum Tangent Length Between Reverse Curves (1)	50'	0'
	Minimum Radius for Edge of Pavement at Intersections (2)	25'	10'
	Minimum Court (Cul-de-sac) Inside Pavement Radius (2)	35'	25'
	Minimum Court (Cul-de-sac) ROW Radius (2)	65'	50'
	Local Street		
	Design Speed (1)	25 mph	20 mph
	Minimum ROW Width	60'	50'
	Width of Traveled Way	20'	18' undivided 2 @ 10' divided
	Minimum Centerline Radius (1)	300'	100'
	Minimum Tangent Length Between Reverse Curves (1)	100'	0'
	Minimum Radius for Edge of Pavement at Intersections (2)	25'	10'
	Minimum Court (Cul-de-sac) Inside Pavement Radius (2)	45'	25'
	Minor Collector		
	Design Speed (1)	35 mph	30 mph
	Minimum ROW Width	60'	50'
	Width of Traveled Way	22'	22' undivided 2 @ 11' divided
	Minimum Centerline Radius (1)	375'	200'
	Minimum Tangent Length Between Reverse Curves (1)	150'	50'
	Minimum Radius for Edge of Pavement at Intersections (2)	25'	15'
	Major Collector		
	Design Speed (1)	45 mph	30 mph
	Minimum ROW Width	70'	50'
	Width of Traveled Way	24'	24' undivided 2 @ 12' divided
	Minimum Centerline Radius (1)	675'	200'
	Minimum Tangent Length Between Reverse Curves (1)	150'	100'
	Minimum Radius for Edge of Pavement at Intersections (2)	25'	15'

* ADT - Average Daily Trips per single family home is presumed to be 10 vehicle trips per day.

Bk Vol Pg
80011882 OPR 3381 761

Driftwood
EXHIBIT C-1
Street Design Standards
May 22, 2007

NOTES:

(1) Being a gated neighborhood, without significant numbers of external vehicle traffic and without any cut-through traffic, we want to have a slower internal roadway speed to accommodate safer pedestrian travel and to be in keeping with the rural character. With the lower design speed we can safely reduce the items so marked (1) and therefore propose those alternative standards.

(2) Items marked (2) are improved by and benefit from the lower design speed and they also reduce project impervious cover in areas where no longer needed due to slower traffic.

Other alternative design standards

- Divided lanes with medians to enhance safety of contra-flowing traffic
- Implementation of ribbon curb to preserve the rural feel of the area.
- Shared Driveways
- Traffic Calming Devices (Roundabouts, Chicanes, Neckdowns, Etc.)

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Exhibit D

DRIFTWOOD COMMERCIAL LANDSCAPE DESIGN CRITERIA

The information in this Exhibit is intended to define the technical design criteria needed to achieve the landscape policy goals for all commercial uses located within the Driftwood project.

The Plant Guide for this Exhibit (the "Guide") is Native and Adapted Landscape Plants by the Texas Coop Extension at Texas A&M University and the City of Austin which is available free at many garden centers, and is featured on the site *growgreen.org*.

The following uses do not have to comply with the Landscape Design Criteria:

- Single family residential dwellings, though St. Augustine grass is not permitted on residential lots.
- Existing St. Augustine turf may be maintained at Thurman's Mansion and the Salt Lick Pavilion.
- Limited areas of St. Augustine may be installed in locations designed to serve weddings and similar functions.

A. Landscape Area.
At least 20 percent of street-side yard must be landscaped. Grass areas not using native or drought tolerant lawn grasses in the Guide are not credited as landscaped area except in shaded areas that receive less than six hours of sunlight per day. St. Augustine grass shall not be permitted.

B. Determining Street-side Yard.
The exact configuration of a street yard (or yards) on a site will depend on how a number of factors interrelate on that site. Among these factors are:

- Type and location of building walls.
- Number of streets that border the site.
- Number, size, and orientation of buildings on the site.

The street yard area is calculated by finding the total lot square footage which lies between the street right of way line and the front wall of a building or buildings on a site. This street yard boundary extends from the outward most corners of the front wall, parallel to the street until it intersects with the side property lines.

C. Drip Line Credit.
In order to encourage the preservation and continued growth of smaller trees, the following credit toward landscape area is possible. Each square foot of landscape area which is permeable and within the area encompassed by the drip line of a tree at least two (2) inches in trunk diameter measured at 4-½ feet above the ground, shall count as one and one-quarter (1.25) square feet of the requirement for landscape area. In no case can

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the actual landscape area in the street yard of a lot be less than 1/3 of the required 20 percent.

D. Buffering.
Buffering is a site specific requirement that should be evaluated based on viewer distance and angle of view from the areas or site features requiring buffering. Buffer design should also consider traffic movement and safety and the amount of view obstruction needed and the type and mixture of design elements used in the buffer. To be considered effective, a combination of buffering elements should be used to provide a partial view obstruction of those items to be buffered (pavement, parked cars, etc.). Landscape buffers should be planted in a permeable landscape area at least eight (8) feet wide, measured from inside of curb or pavement to the property line.

E. Plant Selection
At least 90% of the areas shall be planted with species from the Guide. Up to 10% of the plants may be of a non-preferred variety as long as they are grouped together in a suitable area and can be irrigated separately.

F. Turf Selection and Limitations.
Areas that receive more than six (6) hours of sunlight per day shall be planted with turf species from the Guide. St. Augustine is not permitted

G. Soil Conditioning and Mulching
The following soil conditioning and mulching requirements apply where there is less than six inches of native soil:

A minimum of 2 inches of organic mulch shall be added in non-turf areas to the soil surface after planting.

Non-porous material such as sheet plastic shall not be placed under the mulch.

A minimum of 4 inches of permeable soil, native or imported, shall be required for turf and landscaped areas. The organic matter content of such soils shall be not less than 5% by dry weight.

H. Tree Planting Areas
Tree planting areas are to be provided with a minimum of 12 inches of friable native loam soil (max. 40% clay, minimum 5% organic matter). Planting in relatively undisturbed existing native soils is encouraged. Soil to a minimum depth of 12 inches is required within the entire landscape median or peninsula. All other planting areas must have a minimum soil depth of 12 inches within a radius of six feet from the tree trunk.

Trees are not to be planted in un-amended caliche, solid rock, or in soils whose texture has been compacted by construction equipment. Areas of compaction which have been subsequently amended with 12 inches of friable native soil are suitable for planting.

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I. Irrigation of Landscape Areas

The Owner shall be responsible for the irrigation of all required landscape areas and plant materials, utilizing one or a combination of the following methods:

- An automatic or manual underground irrigation system (conventional spray, bubblers, drip, emitters, drip tubing, porous pipe and the like with turf zones separated from planting zones unless otherwise approved; or
- A hose attachment must be located within 100 feet of all required landscape areas and plant materials where there is no road or parking pavement between the hose attachment and landscape area and the site plan area is no longer than 0.5 acre; or
- Landscape areas planted with native grasses and wildflowers may use a temporary and above ground irrigation system to provide irrigation for the first two (2) growing seasons.

The irrigation methods used shall:

- Provide a moisture level in an amount and frequency adequate to sustain growth of plant materials on a permanent basis;
- Be in place and operational at the time of the site completion inspection; and
- Be maintained and kept operational at all times to provide for efficient water distribution.

Landscape working plans shall indicate, by a detail, a drawing or by specification, in a note on the site plan, the nature and location of irrigation which will be used, specific enough to show that adequate irrigation will be provided to all required landscape areas and plant materials and that there is no disturbance to the critical root zones of existing trees.

No irrigation shall be required for undisturbed natural areas or undisturbed existing trees.

Automatic irrigation systems shall be designed and installed by a Texas licensed irrigator.

J. Landscape Plan

The landscape plan shall be submitted with the site plan and shall have the seal and certification of a landscape architect, architect, professional engineer or full time building designer for projects over one/half acre in size, and the seal and certificate of a landscape architect or architect for all projects over one acre in size, that the plan meets these criteria.

K. Alternative Plan Proposals

An applicant or owner can submit an alternative design which proves to be as good or better than strict compliance with the basic landscape criteria. Alternative proposals should be clearly identified on the landscape plans and the site plan application should include a letter outlining the alternative proposal. Review of the alternative proposal will be in conjunction with the site plan review.

L. Automated Irrigation System

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The installation of an automatic conventional spray type irrigation system is allowed, however, the installation of an automatic water saving drip irrigation system for all landscaped areas is strongly encouraged.

M. Preservation of Existing Vegetation:
Consideration will be given to outstanding designs that preserve natural vegetation beyond what is required by this criteria. This is a difficult concept to quantify and will be considered based on the merits of the proposal and the site constraints.

N Integrated Pest Management Plan (IPM)
An IPM will be submitted along with the landscape plan and will be reviewed at the site plan stage of the project.

O. Rainwater collection and beneficial reuse.
Rainwater harvesting and reuse for site irrigation will be required on at least 50% of the roof area of each building, or on 50% of the total roof area in a site plan. Rain water tanks and cisterns will not be considered to be impervious cover and they shall be allowed to be installed above ground and to be located at roof/gutter downspouts or in another convenient location to facilitate the goal of rainwater collection and beneficial reuse.

P. Integrated Low Impact Development (LID) stormwater management practices:
Integrating LID practices for the purpose of addressing both pollutant removal for stormwater and protection of predevelopment hydrological functions, will be given consideration in alternative landscape design criteria. Functional LID landscape designs will be assessed for effectiveness and positive landscape points will be determined accordingly.

Exhibit "E"
ANNEXATION PETITION

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STATE OF TEXAS §
§
COUNTY OF HAYS §

PETITION FOR VOLUNTARY ANNEXATION

To the Mayor and City Council of the City of Dripping Springs:

In accordance with Section 43.032 of the Texas Local Government Code or such other provision of the Local Government Code authorizing annexation by the City of Dripping Springs ('the City"), the undersigned owners ('the Owners") of the tract of land described below (the "tract") hereby petition the City of Dripping Springs to extend the present incorporated municipal boundaries (i.e., City limits) so as to include in, and annex as a part of, the City of Dripping Springs ("the City"), the property, which may be annexed in portions or in its entirety through separate annexation proceedings, as necessary and being more particularly described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein for all purposes, subject to the restrictions and requirements of the Development Agreement between the Owners and the City attached hereto as Exhibit "B."

The Owners certify and swear that the tract is:

1. adjacent to the municipal boundary; and
2. not currently being served with water or sewer service from a governmental entity.

The Owners further certify that they have entered into the Development Agreement with the City attached hereto and incorporated herein for all purposes as Exhibit "B." Said Development Agreement allows, among other things:

1. a facility or service, including optional, backup, emergency, mutual aid, or supplementary facilities or services, to be provided to the area or any part of the area by the City, a landowner, or by any other person;
2. standards for requesting and receiving any form of City consent or approval required to perform an activity;
3. remedies for breach of the Agreement; and
4. the amendment, renewal, extension, termination, or any other modification of the Agreement.

The Owners certify and swear that this petition is signed and acknowledged by each and every person and entity owning said tract or having an interest in any part thereof.

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_____
Name

_____
Date

_____
Name

_____
Date

This instrument was acknowledged before me by _____
_____on this the ___ day of _____, 20__.

_____
Notary Public, State of Texas
My commission expires: _____

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Exhibit "A"

Property Description

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Exhibit "B"

Development Agreement

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Exhibit "F"
ANNEXATION PETITION FOR COMMERCIAL PROPERTIES

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STATE OF TEXAS §
§
COUNTY OF HAYS §

PETITION FOR VOLUNTARY ANNEXATION OF COMMERCIAL PROPERTY

To the Mayor and City Council of the City of Dripping Springs:

In accordance with Section 43.032 of the Texas Local Government Code or such other provision of the Local Government Code authorizing annexation by the City of Dripping Springs ('the City"), the undersigned owner(s) of the tract of land described below (the "tract") hereby petition the City to extend the present incorporated municipal boundaries (i.e., City limits) so as to include in, and annex as a part of, the City, the property more particularly described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein for all purposes, subject to the restrictions and requirements of the Development Agreement attached hereto as Exhibit "B" ("the Development Agreement"). Said restrictions and requirements of the Development Agreement include a restriction against the City annexing the property described in Exhibit "A" of the Development Agreement for a period of fifteen (15) years from the Effective Date of the Development Agreement unless: (1) otherwise agreed to by the owners of the property described in Exhibit "A" of the Development Agreement; (2) the property in Exhibit "A" of the Development Agreement is sold for commercial purposes and an annexation petition in the same form as this petition is not obtained from the subsequent purchaser; or (3) annexation of the property described in Exhibit "A" of the Development Agreement is necessary to implement an economic mechanism as described in the Development Agreement.

We certify and swear that the tract is:

1. as of the date of the Development Agreement, adjacent to the municipal boundary; and
2. as of the date of the Development Agreement not being served with water or sewer service from a governmental entity.

We further certify that we are bound by the terms of the Development Agreement with the City, attached hereto and incorporated herein for all purposes as Exhibit "B." Said Development Agreement allows, among other things:

1. a facility or service, including optional, backup, emergency, mutual aid, or supplementary facilities or services, to be provided to the area or any part of the area by the City of Dripping Springs, a landowner, or by any other person;
2. standards for requesting and receiving any form of City consent or approval required to perform an activity;
3. remedies for breach of the agreement; and
4. the amendment, renewal, extension, termination, or any other modification of the agreement.

We certify and swear that this petition is signed and acknowledged by each and every person and/or entity owning the property described in Exhibit "A" or having an interest in any part thereof.

_____
Name

_____
Date

_____
Name

_____
Date

This instrument was acknowledged before me by _____
_____ on this the ___ day of _____, 20__.

_____
Notary Public, State of Texas
My commission expires: _____

Exhibit "A"

Property Description

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Exhibit "B"

Development Agreement

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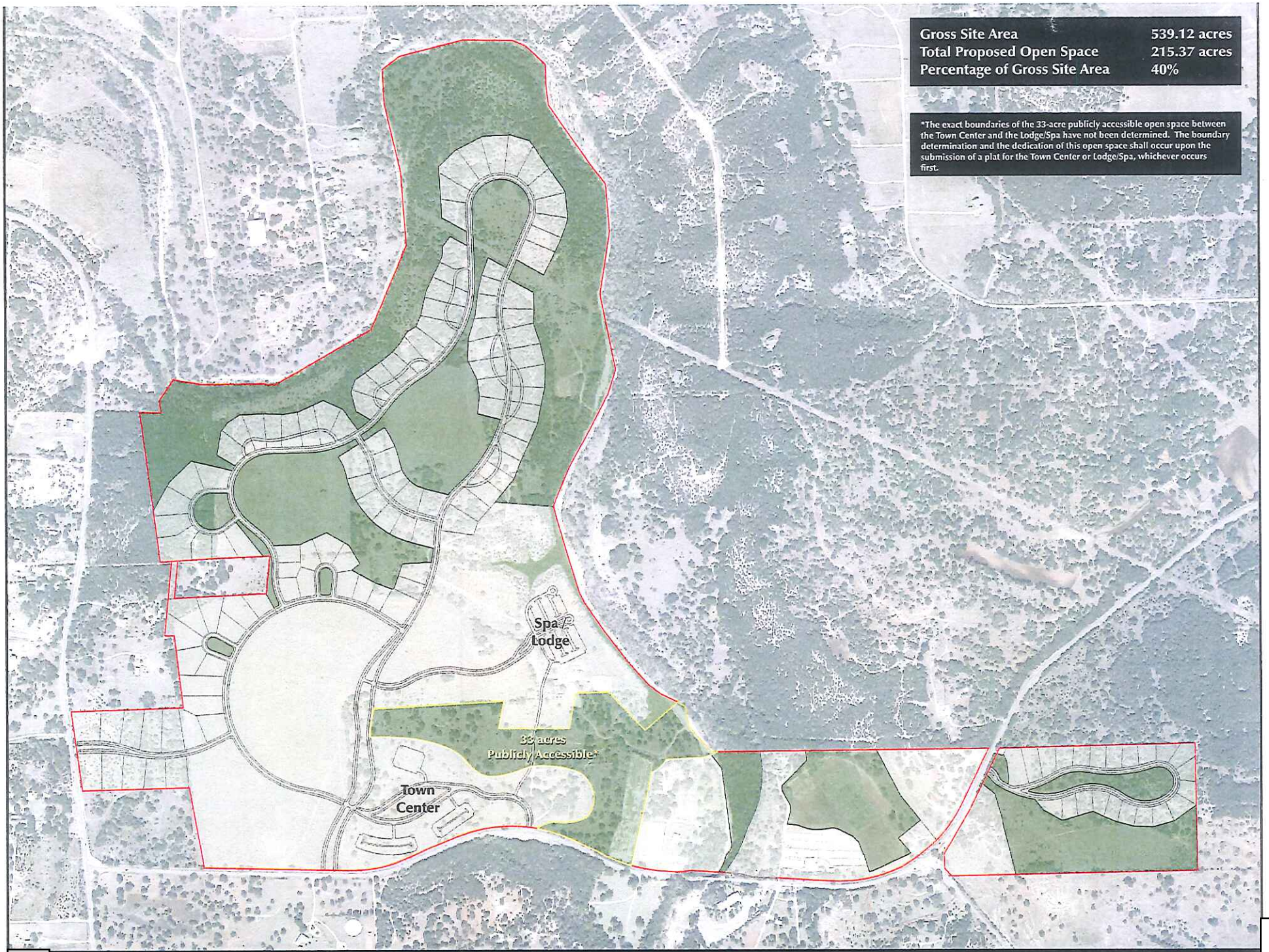


Driftwood

Exhibit B-1
Proposed Open Space

Property Boundary
Proposed Open Space
Private Lot

0 300' 600'

May 2007

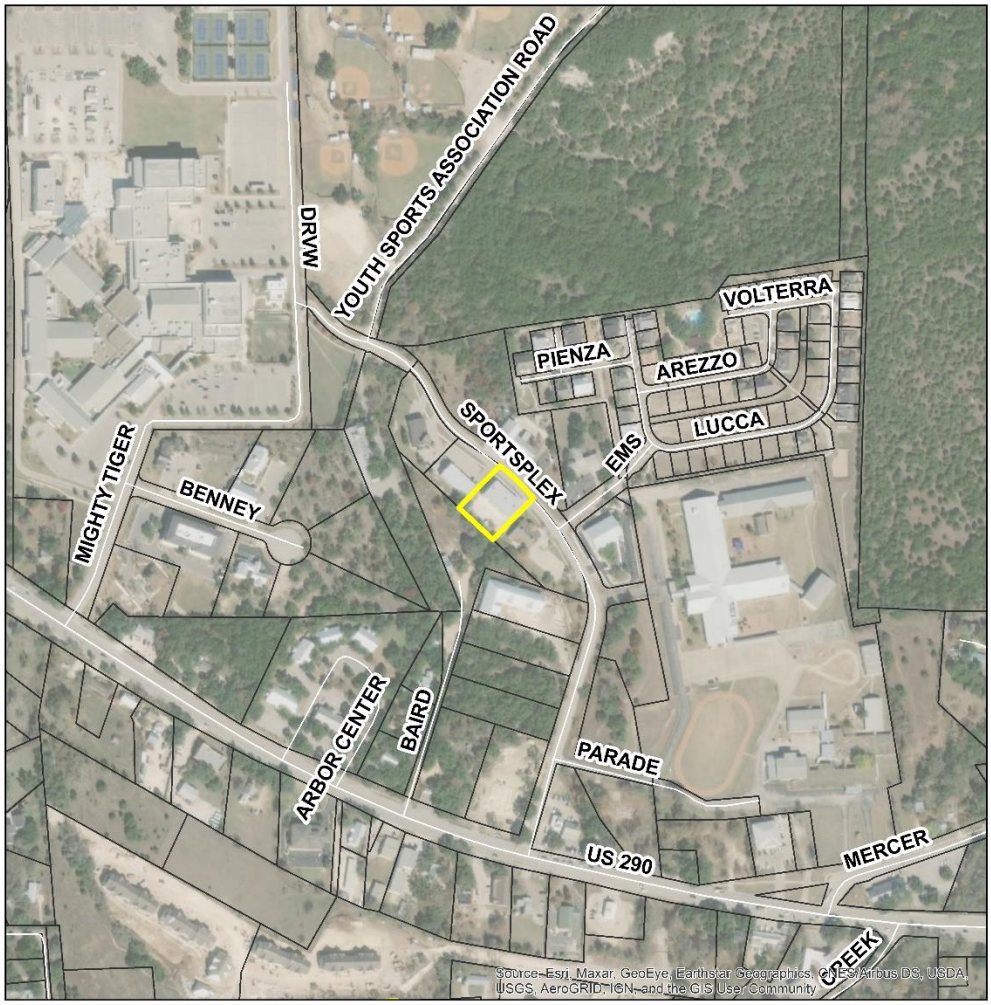
Item # 8.

Board of Adjustment
Planning Department Staff Report

Board of Adjustment Meeting:	March 9, 2021
Project No:	VAR2021-0002
Project Planner:	Robyn Miga, Consulting Planner

Item Details

Project Name:	Swift Sessions Parking Special exception
Property Location:	391 Sportsplex Drive, Suites A and B
Legal Description:	Sportsplex Subdivision No. 3, Lot 4, approximately .751 acres
Applicant:	Kevin Garrett
Property Owners:	Hylan Real Estate Investments, LLC c/o Robert Wilson
Request:	Special exception Request from Exhibit A, Zoning Ordinance, Section 5, Development Standards & Use Regulations, 5.6(24) Parking based on use for a health club, health spa, or exercise club, which requires 1 space per 150 sq. ft.



Location Map

VAR2021-0002
Swift Sessions Parking

Site
Roads
City Limits Full Purpose

N

0 250 500 Feet

Planning Department Staff Report

Overview

Because this is a Board of Adjustment matter, at least 5 members of the Board of Adjustment must hear the case. Also, at least 5 members of the Board must vote in favor of a variance or special exception for it to pass. The rulings of the Board are appealable to court.

The applicant is requesting a parking special exception for his business, Swift Sessions, which is a gym that provides various services, including various group fitness classes. The City's Code of Ordinances would classify this use as a health club, health spa, or exercise club, which would require that they have one (1) parking space for every 150 sq. ft. of gross floor area. This particular structure has three suites, A & B are occupied by Swift Sessions, and Suite C is occupied by a business called Dripping Springs Chocolate Co. The applicant is requesting that they be able to meet parking requirements based on the current provided parking and provide no additional parking to meet this requirement.

While the only special exception request that is being considered is for Suites A & B, Suite C is impacted by this special exception request, and the requirements for that suite are noteworthy with this request.

Summary

The site plan for this warehouse was approved in 2014, and constructed as a 7,200 sq. ft. warehouse, which stated that 6,000 sq. ft. of the structure would be used for storage/warehouse, which requires one (1) parking space per 1,000 sq. ft., and the remaining 1,200 sq. ft. was parked for office, which requires one (1) parking space per 300 sq. ft. Therefore, the site was required to provide 10 parking spaces with these proposed uses in mind, but they provided **22 total parking spaces**, which includes one ADA space.

Based on the current uses that exist in the building, the following is the required ratio for parking:

Suites A & B – Approximately 4,910 sq. ft. occupied as a health club, health space, or exercise club – Required Parking is **33 parking spaces**.

Suite C – Approximately 2,290 sq. ft. as a retail establishment (Dripping Springs Chocolate Co.) – Required Parking is **11 parking spaces.**

Under the strict application of the code, this establishment would be required to have **48 parking spaces** for the uses that exist in the structure today. The code requires that the most intense use apply to the entire building.

The applicant described the establishment as a private, small group personal training business, and stated that their business does not have individual stations for clients to come and go like a traditional gym. The applicant also stated that the training sessions are limited to individuals and small group events "normally during early morning, late afternoon, and weekend sessions, outside of school hours." The applicant also stated that they would have occassional special events at the facility on weekends, but expected the current parking on the site to accommodate these events.

Analysis

Conditions for Special Exception, Section 2.22	Staff Comments
There are special circumstances or conditions affecting the land involved such that the literal enforcement of the provisions of this Chapter would deprive the applicant of the reasonable use of the land;	There are no special circumstances or conditions affecting the land involved in such a way that the literal enforcement of the code would deprive the applicant of the reasonable use of the land. However, it is noteworthy that there is not a way for the applicant to provide additional parking on this site, because the site plan was approved with such a low-intense parking ratio, and the site has utilized all the

Planning Department Staff Report

	available space with the structure and parking.
The special exception is necessary for the preservation and enjoyment of a substantial property right of the applicant; and	If the applicant does not get this parking special exception, they would not be able to operate their business at this location. However, the applicant is not the property owner, therefore it's noteworthy that in granting/denying this request, this does not prohibit the building from being used as it was intended to be used, which was mostly as a warehouse.
The granting of the special exception will not be detrimental to the public health, safety or welfare, or injurious to other property within the area; and	While granting this request will not be detrimental to the public health, safety, or welfare of other businesses in the area, in granting this special exception request, it does directly impact Suite C if their business model were to change and/or if a new tenant were to occupy that suite.
The granting of the special exception constitutes a minimal departure from this Chapter; and	The overall site, at this point, is lacking half of the required parking under the City's code, and while that may not be a major impact today, in the future, there could be more parking concerns in this area based on the site being parked deficient from the uses that now occupy the structure.
The subject circumstances or conditions giving rise to the alleged hardship are not self-imposed, are not based solely on economic gain or loss, and do not generally affect most properties in the vicinity of the property.	While the tenant proposed for Suites A & B did not impose the parking hardship, there was a self-created hardship in that it was parked at such a low intense use that it will be hard for any use to meet the parking criteria of the City's Zoning Ordinance. This structure was built as a shell and then tenants lease out the space, so the nature of these suites are intended to potentially have tenants come and go as the market changes. With the majority of the building parked at a 1/1,000 sq. ft. ratio, the likelihood of another parking special exception request in this area are high due to this. While the current business that occupies the remaining portion of this structure does not have a high parking demand at this time based on their hours of operation and only being open a few days a week, should this business change and a more intense use come in, there may be an increased parking concern at that point. Furthermore, while businesses are occupied with fewer people and smaller groups due to COVID-19 and safety protocols, following the pandemic the occupancy capacity for this business could be much higher than the proposed class size of 12 or fewer individuals.
Granting the special exception is in harmony with the spirit, general purpose, and intent of this Chapter so that: (1) The public health, safety and welfare may be secured; and (2) That substantial justice may be done.	Based on the area, the proposed special exception for Suites A & B, the only tenant that could be affected would be the occupant of Suite C, however, it is noteworthy that the property is all owned by one owner, therefore the adjacent properties in the vicinity will not be harmed.

Parking Ratios in other Cities

Planning Department Staff Report

The City of Dripping Springs zoning ordinance standards are slightly dated, in that, cities are moving more toward having more general parking standards that capture multiple uses, with the exception of some that are more intense. Therefore, I've provided the parking ratio for the uses that would correspond within other cities in the area.

City	Retail	Health Club/similar use
Dripping Springs	1 space per 200 sq. ft. GFA	1 space per 150 sq. ft. of GFA
Marble Falls	1 space per 250 sq. ft.	1 space per 250 sq. ft.
San Marcos	1 space per 250 sq. ft.	1 space per 300 sq. ft.
Georgetown	1 space per 250 sq. ft.	1 space per 250 sq. ft.
*It's noteworthy that they have a classification for "Mixed-Use Commercial Center" that would capture the intended nature of the uses in this building, which would require the overall site to be 1 space per 250 sq. ft.		

Under the more modern parking standards for some of these communities, the entire 7,200 sq. ft. structure would have required 30 parking spaces, as opposed to the 48 that would be required under the current code. Therefore, the overall site would only be deficient 8 spaces.

Public Notification

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the-site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the request.

Attachments

Exhibit 1: Special exception Application
Exhibit 2: Approved Site Plan
Exhibit 3: Draft BOA Letter

Recommended Action:	The Planning & Zoning Commission recommended approval at their February 23, 2021 meeting. Staff is recommending approval of the request because the only way for this site to not require a parking special exception is for the site to be used as a warehouse and office, as stated on the approved site plan.
Alternatives/Options:	Recommend denial of the special exception application. Approve special exception with conditions.
Budget/Financial Impact:	None calculated at this time.
Public Comments:	No public comment was received for this request.
Enforcement Issues:	N/A

Received
DEC 29 2020
City of Dripping Springs

CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384
Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

ALTERNATIVE STANDARD/SPECIAL EXCEPTION/VARIANCE/WAIVER APPLICATION

Case Number (staff use only): _____-____

CONTACT INFORMATION

PROPERTY OWNER NAME Hylan Real Estate Investments, LLC
STREET ADDRESS 391 C Sportsplex Dr
CITY Dripping Springs STATE TX ZIP CODE 78620
PHONE 512-695-9690 EMAIL bob@industrialandons.com

APPLICANT NAME Kevin Garrett
COMPANY Swift Sessions
STREET ADDRESS 391 Sportsplex Dr, Suite A&B
CITY Dripping Springs STATE TX ZIP CODE 78620
PHONE 512-839-9903 EMAIL kevingarrett@gmail.com

APPLICATION TYPE

☐ ALTERNATIVE STANDARD ■ VARIANCE

☐ SPECIAL EXCEPTION ☐ WAIVER

PROPERTY INFORMATION	
PROJECT NAME	Swift Sessions
PROPERTY ADDRESS	391 Sportsplex Dr., Dripping Springs, TX 78620
CURRENT LEGAL DESCRIPTION	Lot 4 Sportsplex Subdivision No 3
TAX ID#	27-1662270
LOCATED IN	☑ CITY LIMITS ☐ EXTRATERRITORIAL JURISDICTION ☐ HISTORIC DISTRICT OVERLAY

- Description of request & reference to section of the Code of Ordinances applicable to request:

Requesting a variance to the required # of parking spaces per the city code for a Gym/Health Club facility of 1 space per 150 square feet.
Space is 4800, based off city code, 32 spaces are required.
Facility has 25 spaces available for Swift Sessions during business hours.

- Description of the hardship or reasons the Alternative Standard/Special Exception/Variance / Waiver is being requested:

Swift Sessions is a private, small group personal training business. Facility is not a gym or health club with multiple equipment stations available to any number of members showing up at any time.
Swift Sessions caters primarily to middle and high school athletes looking to improve their perfomance to compete at national, collegiate and professional levels.
Training sessions are limited to individual and small group events normally during early morning, late afternoon and weekend sessions, outside of school hours.

- Description of how the project exceeds Code requirements in order to mitigate or offset the effects of the proposed alternative standard/special exception/variance/waiver:

Swift Sessions operates primarily outside normal business hours (9-5) so it will not impact the Dripping Springs Chocolate Co operations.
The proximity to DS High School also reduces potential traffic as students can walk to the facility and most parents drop off and pick up their children.
Most training sessions are individual or small group (less than 12 individuals). There are occasional instances of special activities in which it is estimated that even the 25 available spaces would be more than sufficient.
Dripping Springs Chocolate Co is open Friday's 12-5 and Saturday's 10-2 and does not use more than 5 parking spaces and supports Swift Sessions business and sees no issue with parking.

PROPERTY INFORMATION	
PROJECT NAME	
PROPERTY ADDRESS	
CURRENT LEGAL DESCRIPTION	
TAX ID#	
LOCATED IN	☐ CITY LIMITS ☐ EXTRATERRITORIAL JURISDICTION ☐ HISTORIC DISTRICT OVERLAY

- Description of request & reference to section of the Code of Ordinances applicable to request:

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Most training sessions are individual or small group (less than 12 individuals). There are occasional instances of special activities in which it is estimated that even the 25 available spaces would be more than sufficient.
Dripping Springs Chocolate Co is open Friday's 12-5 and Saturday's 10-2 and does not use more than 5 parking spaces and supports Swift Sessions business and sees no issue with parking.

APPLICANT'S SIGNATURE

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Kevin Garrett is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.
(As recorded in the Hays County Property Deed Records, Vol. _____, Pg. _____.)

Name

Owner.
Title

DEBORAH FONT
Notary Public, State of Texas
Comm. Expires 03-10-2024
Notary ID 1190237-3

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on the 28 day of December 2020 by ROBERT WILSON.

Notary Public, State of Texas

My Commission Expires: 3-10-2024

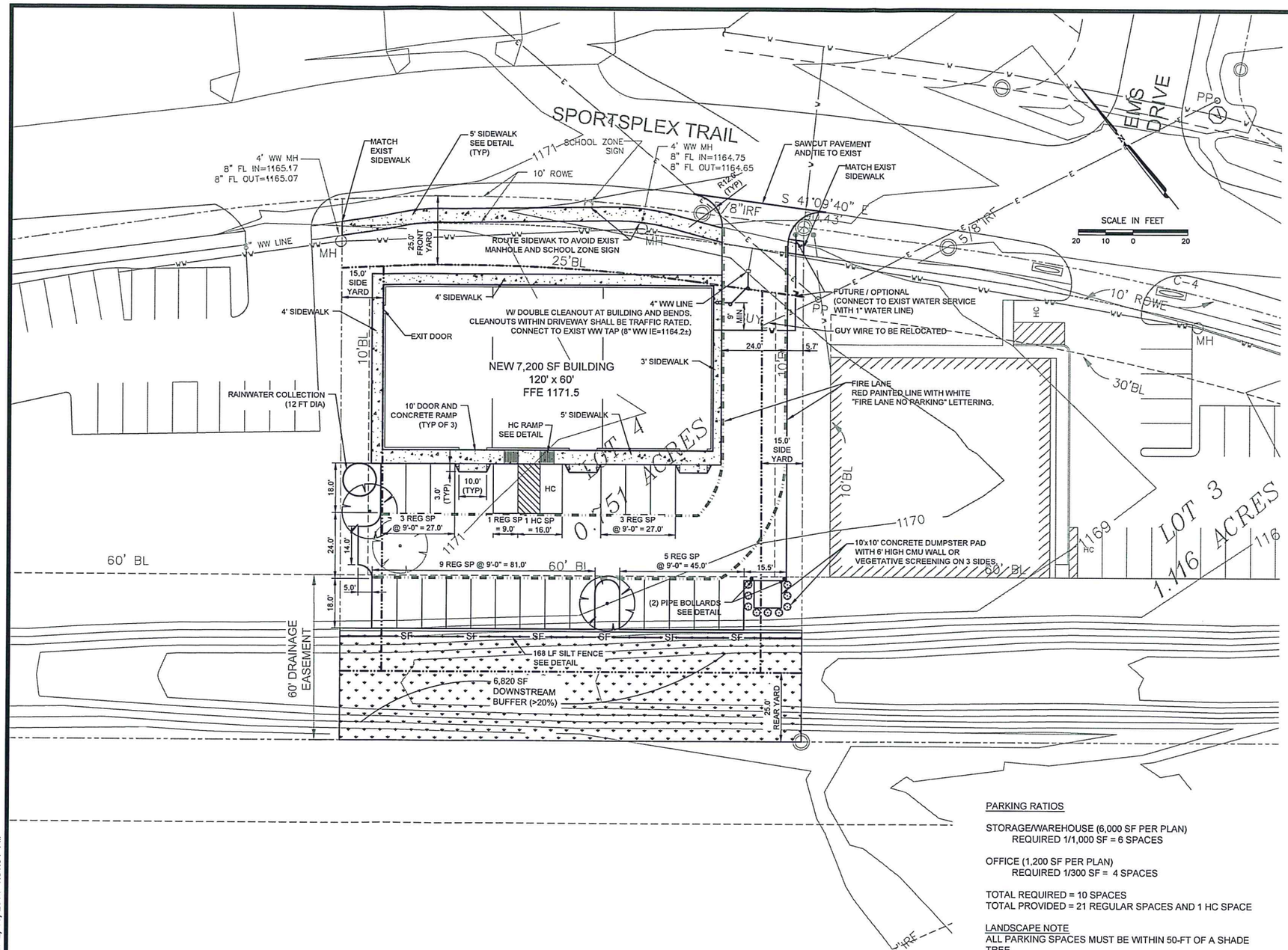
Kevin Garrett
Name of Applicant

All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete. ***Incomplete submissions will not be accepted.*** *By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:*

Applicant Signature

12/28/2020
Date

CHECKLIST		
STAFF	APPLICANT	
☐	☑	Completed Application Form - Including all required signatures and notarized
☐	☑	Application Fee (*refer to Fee Schedule*)
☐	☐	PDF/Digital Copies of all submitted documents **When submitting digital files, a cover sheet must be included outlining what digital contents are included.**
☐	☑	Billing Contact Form
☐	☐	Photographs
☐	☑	Map/Site Plan/Plat
☐	☐	Architectural Elevations (if applicable)
☐	☐	Description and reason for request (*attach extra sheets if necessary)*
☐	☐	Public Notice Sign - $25
☐	☐	Proof of Property Ownership-Tax Certificate or Deed
☐	☐	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (required if marked "Yes (Required)" on above Lighting Ordinance Section of application)



GENERAL CONSTRUCTION NOTES:

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO COMMENCING ANY SUBSURFACE WORK OR EXCAVATION. UTILITY LOCATIONS ON THE PLANS ARE NOT TO BE USED IN LIEU OF HAVING UTILITIES LOCATED ON THE GROUND. THE PREPARER OF THESE PLANS IS NOT RESPONSIBLE FOR ANY DAMAGE OR INJURY AS A RESULT OF THE CONTRACTOR ENCOUNTERING BURIED UTILITIES!
2. SEVENTY-TWO HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION, THE DEVELOPER SHALL ARRANGE A PRE-CONSTRUCTION CONFERENCE WITH ALL PERTINENT PARTIES (AT A MINIMUM THIS SHALL INCLUDE THE OWNER, THE ENGINEER AND THE CITY OF DRIPPING SPRINGS DEVELOPMENT COORDINATOR).
3. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE PLACED PRIOR TO ANY OTHER CONSTRUCTION.
4. CONTRACTOR SHALL ENSURE THAT VEHICLES LEAVING THE CONSTRUCTION SITE ONTO PUBLICLY MAINTAINED ROADWAYS ARE CLEAR OF MUD AND DEBRIS.
5. NO EXPLOSIVES SHALL BE USED FOR THIS PROJECT WITHOUT APPROVAL OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.
6. ALL HOLES, TRENCHES AND OTHER HAZARDOUS AREAS SHALL BE ADEQUATELY PROTECTED BY BARRICADES, FENCING, LIGHTS AND/OR OTHER PROTECTIVE DEVICES AT ALL TIMES.
7. PERMIT IS REQUIRED FOR CONSTRUCTION IN 'RIGHT-OF-WAY': NO DRIVEWAY, UTILITY CONSTRUCTION, MAILBOXES, LANDSCAPING OR ANY OTHER ENCROACHMENT INTO RIGHT-OF-WAY OR EASEMENT SHALL BE ALLOWED WITHOUT FIRST OBTAINING A PERMIT FROM CITY OF DRIPPING SPRINGS.
8. CONTRACTOR SHALL CLEAR GRUB AND SCARIFY SUBGRADE IN THE PARKING AREA MAINTAINING THE EXISTING GRADES EXCEPT AS SHOWN ON THE SITE PLAN AND DRIVEWAY PLAN.
9. CONTRACTOR SHALL CONSTRUCT THE PAD FOR THE BUILDING IN ACCORDANCE WITH THE ARCHITECTURAL PLANS.
10. ALL SITE WORK IS TO BE IN CONFORMANCE WITH THE TEXAS ACCESSIBILITY STANDARDS (TAS) LATEST EDITION. IF THE CONTRACTOR FINDS ANY INSTANCES IN WHICH THESE PLANS ARE NOT IN CONFORMANCE WITH THE TAS THEY ARE TO NOTIFY THE ENGINEER IMMEDIATELY SO THAT THE PLANS MAY BE ALTERED TO IMPLEMENT THE TAS.

ZONING - CS (WITH LI CONDITIONAL OVERLAY)
ALLOWABLE IMPERVIOUS COVER - 70%

IMPERVIOUS COVER TOTAL SITE 0.751 AC. (32,714 SF)			
EXISTING			
SITE	32,714	SF	0.75 AC
BUILDINGS/STRUCTURES	-	SF	0.00%
PAVEMENT	-	SF	0.00%
CONCRETE	-	SF	0.00%
	-	SF	0.00%
PROPOSED CONDITIONS			
BUILDINGS/STRUCTURES	7,200	SF	22.01%
PAVEMENT	10,644	SF	32.54%
CONCRETE	2,492	SF	7.62%
	20,336	SF	62.16%
RAINWATER COLLECTION CALCULATIONS			
STRUCTURES WITH COLLECTION	(7,200)		
BUILDINGS/STRUCTURES	-	SF	0.00%
PAVEMENT	10,644	SF	32.54%
CONCRETE	2,492	SF	7.62%
	13,136	SF	40.15%

PARKING RATIOS

STORAGE/WAREHOUSE (6,000 SF PER PLAN)
REQUIRED 1/1,000 SF = 6 SPACES

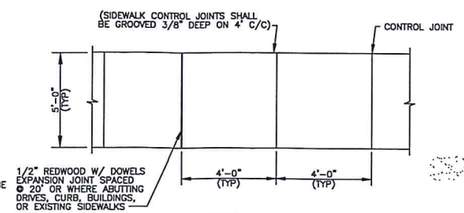
OFFICE (1,200 SF PER PLAN)
REQUIRED 1/300 SF = 4 SPACES

TOTAL REQUIRED = 10 SPACES
TOTAL PROVIDED = 21 REGULAR SPACES AND 1 HC SPACE

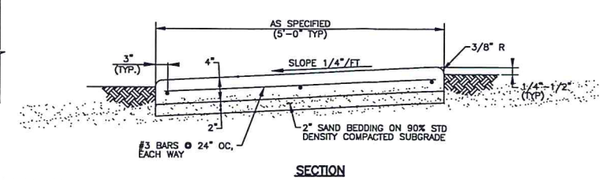
LANDSCAPE NOTE
ALL PARKING SPACES MUST BE WITHIN 50-FT OF A SHADE TREE.

NOTE:

CONCRETE SIDEWALK: CONCRETE SHALL CONTAIN NOT LESS THAN FOUR AND ONE-HALF (4 1/2) SACKS OF CEMENT PER CUBIC YARD. SHALL CONTAIN NOT MORE THAN 6 1/2 GALLONS OF WATER PER SACK OF CEMENT, SHALL HAVE A MAXIMUM SLUMP OF "5" AND SHALL HAVE A MODULES OF RUPTURE NOT LESS THAN 500 P.S.I. AT 28 DAYS. REINFORCING SHALL BE A 615 GRADE 40 STEEL, #3 BARS SPACED AS INDICATED IN THE PLAN DETAILS, AND POSITIONED BY THE USE OF PLASTIC CHAIRS. CURING COMPOUND AS SPECIFIED WILL BE REQUIRED AND APPLIED AT THE RATE OF 200 S.F./GAL. SUBGRADE PREPARATION WILL REQUIRE A LEVEL UP OF SAND MAT OF 2" MAXIMUM THICKNESS WHICH SHALL BE COMPACTED BY A SAND PLATE OR AN APPROVED HAND TAMPER. PROPOSED OR NATURALLY OCCURRING WATER TAMPING SHALL BE AN ALLOWABLE METHOD WHEN DETERMINED IN THE FIELD TO YIELD APPROVED RESULTS. THE SAND, EQUIPMENT AND LABOR SHALL BE CONSIDERED SUBSIDIARY TO THE MATERIALS REQUIRED FOR THE COMPLETED SIDEWALK.



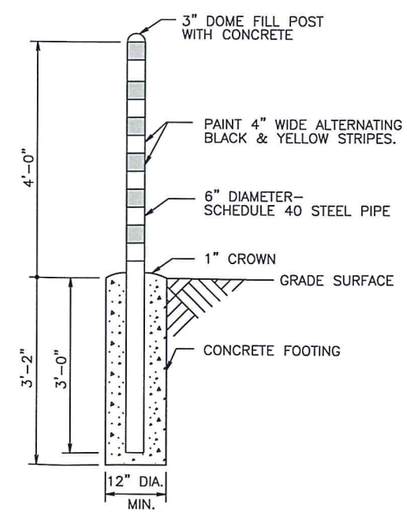
PLAN



SECTION

CONCRETE SIDEWALK DETAIL

NTS



PIPE BOLLARD DETAIL

NTS

THIS RELEASE FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF ERIN K. BANKS, PE No 86248 ON Feb. 16, 14. IT IS NOT TO BE USED FOR CONSTRUCTION.

NO.	DATE	REVISIONS	BY
-	-	-	-

Banks & Associates
Civil and Environmental Engineering
820 Currie Ranch Road
Wimberley, Texas 78676
(512) 801-9049
Firm Registration No. F-2002

SITE IMPROVEMENTS PLAN
Site Development Plans
OFFICE / WAREHOUSE BUILDING
391 Sportsplex Trail
Dripping Springs, Texas

FOR REVIEW PURPOSES ONLY, NOT FOR CONSTRUCTION

Sheet No.
C-1
02-17-14
Rev. 0

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Gateway to the Hill Country

March 9, 2021

Hylan Real Estate Investments, LLC
C/O Swift Sessions, Kevin Garrett
391 Sportsplex Dr., Suite A & B
Dripping Springs, Texas 78620
kevingarrett@gmail.com

RE: Board of Adjustment Order of Approval Issued March 9, 2021
Application for Special Exception (VAR2021-0002)
Location: 391 Sportsplex Dr., Dripping Springs, Texas 78620

Mr. Wilson, and Mr. Garrett,

The Board of Adjustment heard your request for a special exception on March 9, 2021. The Board considered the submitted Application for Special Exception, applicant presentation and the staff report as presented at the meeting. The Board voted [Place Vote Here] to approve your request as recommended by staff.

The submitted Application requests a special exception to the parking requirements from the City's Code of Ordinance Chapter 30 Zoning, Exhibit A Zoning Ordinance, Section 5.6(24) Parking Based on Use a health club, health spa, or exercise club. The Code states that for a health club, health spa, or exercise club, there shall be one (1) space per 150 sq. ft. Furthermore, section 5.7.6 states that:

> *5.7.6. For buildings which have mixed uses within the same structure (such as retail and office), the parking requirement shall be calculated for the most intensive use. In cases where the design of the interior of the structure is not practical for alteration, the parking requirement may be calculated for each use within a structure for buildings over forty thousand square feet (40,000 sq. ft.).*

The intent of the Code is to ensure that all properties within the City Limits have and provide adequate amount of parking so as not to cause undue harm on the vicinity properties. The applicant is proposing to account for their use of a health club, health spa, or exercise club (Swift Sessions) through the existing parking that exists on the site.

When determining whether to grant the special exception the Board of Adjustment shall consider the below findings from Chapter 30 Zoning Exhibit A Zoning Ordinance Section 2.22.2:

(1) there are special circumstances or conditions affecting the land involved such that the literal enforcement of the provisions of this Chapter would deprive the applicant of the reasonable use of the land; and

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(2) the special exception is necessary for the preservation and enjoyment of a substantial property right of the applicant; and

(3) the granting of the special exception will not be detrimental to the public health, safety or welfare, or injurious to other property within the area; and

(4) the granting of the special exception constitutes a minimal departure from this Chapter; and

(5) the subject circumstances or conditions giving rise to the alleged hardship are not self-imposed, are not based solely on economic gain or loss, and do not generally affect most properties in the vicinity of the property.

(6) Granting the special exception is in harmony with the spirit, general purpose, and intent of this Chapter so that:
   a. the public health, safety and welfare may be secured; and
   b. that substantial justice may be done

Order of the Board of Adjustment: Motion for Approval

[Add motion with any conditions or staff recommendations]

This letter has been filed with the City Secretary which is considered the office of the Board of Adjustment and shall serve as the decision contemplated in Section 211.011 of the Texas Local Government Code.

_____
Bill Foulds, Jr., Chair of Board of Adjustment

ATTEST:

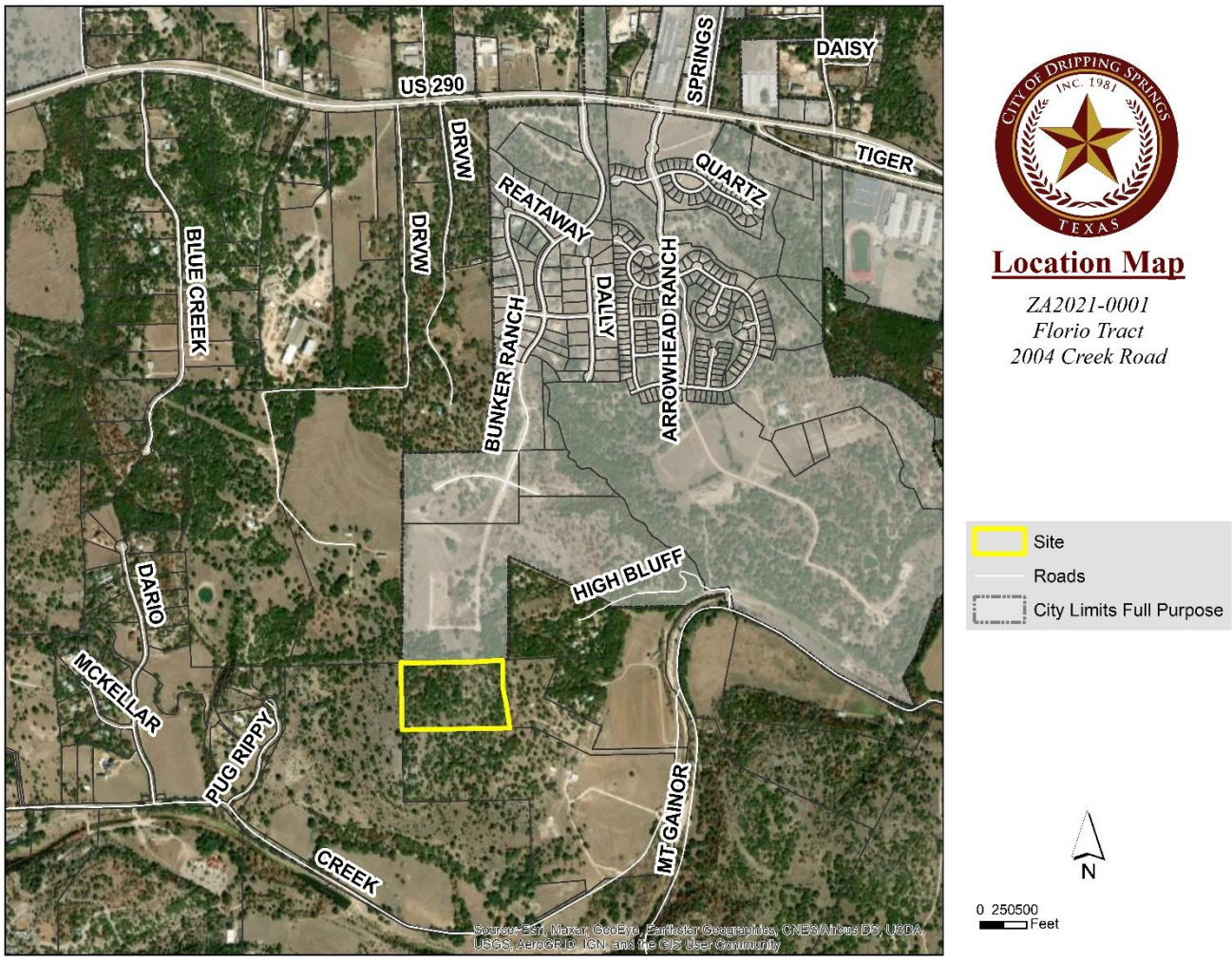
_____
Andrea Cunningham, City Secretary

City Council
Planning Department Staff Report

City Council Meeting:	March 9, 2021
Project No:	ZA2021-0001, and ANNEX2021-0001
Project Planner:	Robyn Miga, Consulting Planner

Item Details

Project Name:	2004 Creek Road Rezoning
Property Location:	2004 Creek Road, south of Highway 290, north of Creek Road
Legal Description:	Approximately 18.250 acres, situated in the Benjamin F. Hanna Survey No. 28, Abstract No. 222
Applicant:	Steve Harren c/o Brian Estes, P.E.
Property Owners:	Steve Harren
Request:	The applicant is requesting action regarding the annexation and rezoning request from AG, Agricultural, to SF-2, Moderate Density Residential



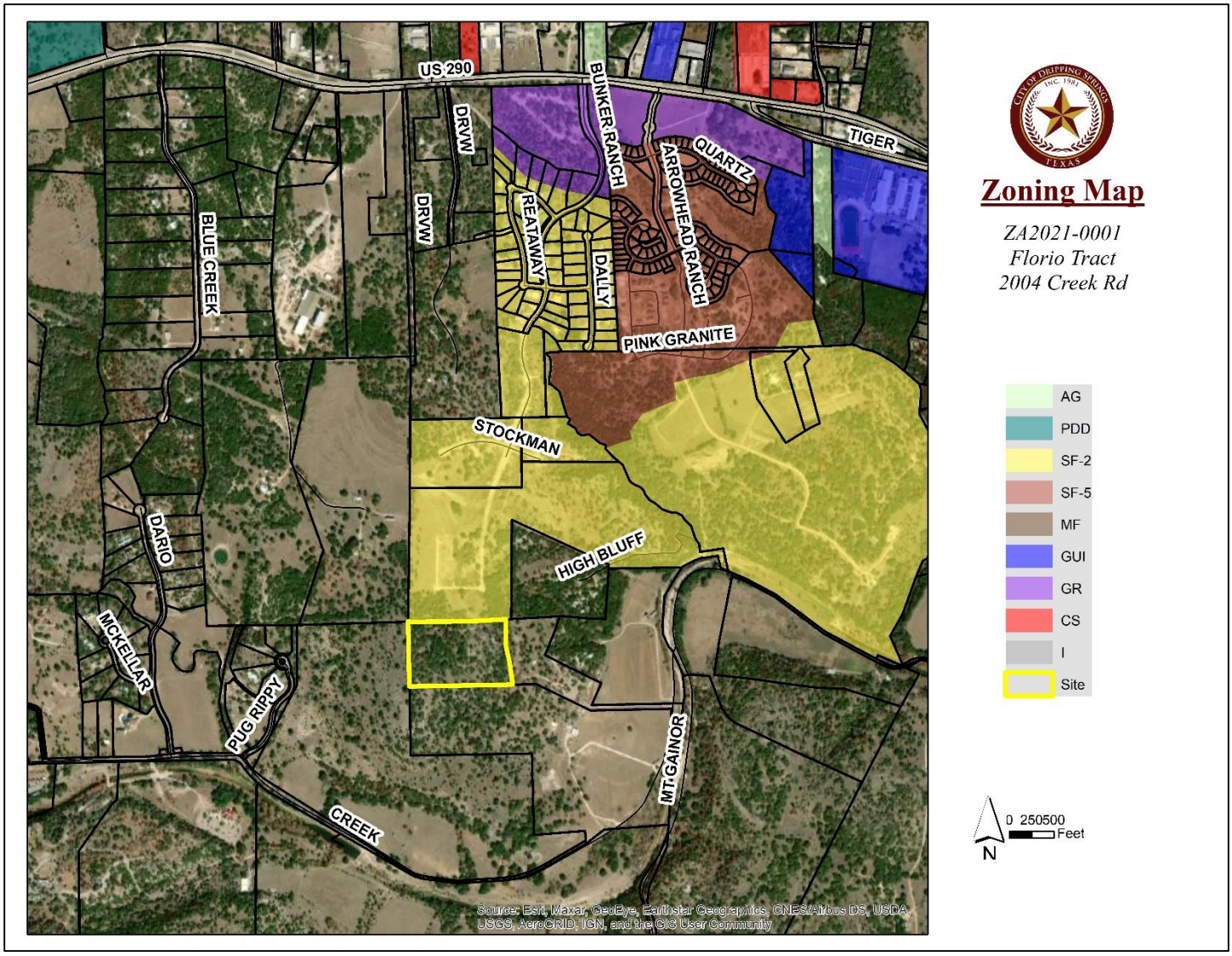
Planning Department Staff Report

Overview

The applicant submitted a petition for voluntary annexation of the approximately 18.250 acres, as well as a rezoning request for the zoning designation of SF-2, Moderate Density Residential (upon annexation a property is zoned Agriculture so this is a rezoning). The applicant has requested that action be taken on both items at the same time, to ensure that the property is able to be zoned for the proposed district.

This property today has a homestead that is being carved out of the parent tract as shown in the property exhibit, and the approximately 18.250 acres are proposed as a future phase of Bunker Ranch.

Surrounding Properties



The current zoning and existing uses of the adjacent properties to the north, south, east, and west are outlined in the table below:

Direction	Zoning District	Existing Use	Comprehensive Plan
North	ETJ	Residential	None of these properties are called out in the comprehensive plan
East	ETJ	Residential	
South	ETJ	Residential	
West	SF-2, Moderate Density Residential	Residential (Bunker Ranch	

Planning Department Staff Report

		Subdivision)	

Development Standards

Development Standards for SF-2	
Size of Lots	
Minimum Lot area	½ acre
Setback Requirements	
Minimum Front Yard	25’
Minimum Side Yard	15’
Minimum Rear Yard	25’
Height Regulations	
Main Building	2 ½ stories, or 40’, whichever is less, for the main buildings
Accessory Building	25’
Other Development Standards	
Impervious Cover	40% total, including main buildings and accessory buildings

Summary

2.28.2 In making a determination regarding a requested zoning change, the P&Z and the City Council shall consider the following factors:

Factors	Staff Comments
1. Whether the proposed change will be appropriate in the immediate area concerned;	The proposed zoning district is consistent with the area, and where adjacent to ETJ property that is not yet developed, it would serve as a transition to more rural parts of the city’s ETJ.
2. Their relationship to the general area and the City as a whole;	The use proposed will fit in with the surrounding area in regard to zoning districts in the area.
3. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;	This property is not shown on any existing or proposed plans for public schools, streets, water supply, sanitary sewers, and other utilities to the area.
4. The amount of undeveloped land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such undeveloped land unavailable for development;	This property would not be affected by any proposed zoning districts that are similar.
5. The recent rate at which land is being developed in the same zoning classification, particularly in the vicinity of the proposed change;	This area will not be affected by this proposed rezoning. Immediately adjacent, the only property located in the city limits is part of the
6. How other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved;	Based on the area, the proposed rezone of this lot will not affect the surrounding area, or similar developments.
7. Whether the proposed change treats the subject parcel of land in a manner which is significantly	This property is being treated similarly to other Zoning changes.

Planning Department Staff Report

different from decisions made involving other, similarly situated parcels; and	
8. Any other factors which will substantially affect the public health, safety, morals, or general welfare.	Staff does not see this Zoning Change affecting the public health, safety, morals or general welfare.

Public Notification

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the-site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the request. All proper notices for the annexation were done in accordance with State Law as well.

Attachments

Exhibit 1: Annexation Application
Exhibit 2: Annexation Service Agreement
Exhibit 3: Rezoning Application
Exhibit 4: Zoning Use Chart
Exhibit 5: Property Location

Recommended Action:	Staff is recommending approval of the annexation and rezoning request as presented.
Alternatives/Options:	Recommend denial of the annexation and zoning request application. If the Council wants to deny the zoning request our recommendation is to either deny the annexation or postpone both items as the annexation request is based on this zoning.
Budget/Financial Impact:	The property will be subject to property taxes once incorporated into the city.
Public Comments:	No written public comment was received for this request, however, there were several residents who spoke at the Planning & Zoning Commission public hearing.
Enforcement Issues:	N/A

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Dripping Springs, TX 78620

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ANNEXATION APPLICATION

Case Number (staff use only): _____-____

CONTACT INFORMATION

PROPERTY OWNER NAME STEVE HARREN

STREET ADDRESS 317 Grace Lane #240

CITY City of Austin STATE TX ZIP CODE 78746

PHONE (512)644-6800 EMAIL steveharren@aol.com

APPLICANT NAME Brian Estes, PE/ Cristina Cordoba

COMPANY Civil and Environmental Consultants Inc.

STREET ADDRESS 3711 S. Mo Pac Expy Suite 550

CITY Austin STATE Texas ZIP CODE 78746

PHONE 512-439-0400 EMAIL ccordoba@cecinc.com

TYPE OF ANNEXATION APPLICATION

☒ PROPERTY OWNER(S) WITH ANNEXATION AGREEMENT (TEXAS LOCAL GOVERNENT CODE 43.0671).

☐ VOTERS-LESS THAN 200 POPULATION-AT LEAST 50% APPROVAL (TEXAS LOCAL GOVERNMENT CODE 43.0681)

☐ DEVELOPMENT AGREEMENT (TEXAS LOCAL GOVERNMENT CODE 212.172)

PROPERTY INFORMATION	
PROPERTY OWNER NAME	Steve Harren
PROPERTY ADDRESS	2100 Creek Rd, DRIPPING SPRINGS, TX 78620
CURRENT LEGAL DESCRIPTION	18.25 Acre Tract of Land described in Exhibit "A" of Deed Recorded under Hays County Document # 20061246
TAX ID#	R14993
CURRENT LAND USE	AG
REQUESTED ZONING	SF2
REASON FOR REQUEST *(Attach extra sheet if necessary)*	Annex into full purpose city limits. The site will be served by DSWSC for water servive. Private septic wastewater facilities will be used. PEC will provide electric service.
INFORMATION ABOUT PROPOSED USES *(Attach extra sheet if necessary)*	SF Subdivision

APPLICANT'S SIGNATURE

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Brian Estes (Civil & Environmental Consultants, Inc.) is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.
(As recorded in the Hays County Property Deed Records, Vol. _____, Pg. _____.) Document # 20061246

Steve Harren
Name

Owner The Overlook at Bunker Ranch, LLC
Title

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on the 5th day of January, 2021 by Steve Harren.

Emma Ragsdale
My Commission Expires
01/31/2023
ID No. 131874284

Notary Public, State of Texas

My Commission Expires: 01/31/2023

Brian Estes (Civil & Environmental Consultants, Inc.)
Name of Applicant

ANNEXATION APPLICATION SUBMITTAL

All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete. ***Incomplete submissions will not be accepted.*** *By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:*

Applicant Signature _____ Date 1/5/21

CHECKLIST

STAFF	APPLICANT	
☐	☒	Completed Application Form - including all required signatures and notarized
☐	☒	Agreement of All Owners with Signatures or Registered Voters (at least 50%)
☐	☑	PDF/Digital Copies of all submitted Documents **When submitting digital files, a cover sheet must be included outlining what digital contents are included.**
☐	☒	Zoning Application (if applicable)
☑	☒	GIS Data
☑	☒	List of requested utilities or services (if any) See "Reason for Request" section of app.
☐	☒	Legal Description
☐	☒	Maps
☐	☒	List of Current Uses
☐	☒	Explanation for request (*attach extra sheets if necessary)*
☐	☒	Information about proposed uses (*attach extra sheets if necessary)*
☐	☒	Public Notice Sign - (*refer to Fee Schedule*)
☐	☒	Proof of Ownership-Tax Certificate or Deed
☐	n/a	Copy of any Agreements with City including Utility or Development (*if applicable*)
☐	n/a	Information related to property's presence in a special district

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF DRIPPING SPRINGS, TEXAS AND THE OVERLOOK AT BUNKER RANCH, LLC

This Municipal Services Agreement ("Agreement") is entered into on ____ day of _____ 2021, by and between the City of Dripping Springs, Texas, a General Rule municipality of the State of Texas, ("City") and The Overlook at Bunker Ranch, LLC ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

WHEREAS, Owner owns certain parcels of land situated in Hays County, Texas, which consists of approximately 18.250 acres of land situated in the Benjamin F Hanna Survey No. 28, Abstract No. 222, in Hays County, Texas, in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit "A" attached and incorporated herein by reference ("Property");

WHEREAS, City and Owner desire to set out the City services and Owner duties to be provided for the Property on or after the effective date of annexation; and

WHEREAS, Sections 43.0671 and 43.0672 of the Texas Local Government Code authorizes the City and the Owner to enter into an Agreement for annexation and provision of city services.

NOW THEREFORE, in exchange for the mutual covenants, conditions, and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Agreement is only applicable to the Property, more specifically described in Exhibit "A".

2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, "providing services" includes having services provided by any method or means by which the City may extend municipal services to any other area of the City.

   The City of Dripping Springs hereby declares the following services to be made available to the property and its owner(s):

   a. **POLICE PROTECTION**
      The City does not provide municipal police protection but has an agreement with Hays

County for protection through the Hays County Sheriff's Office.

b. FIRE SERVICE
The City does not provide municipal fire services, but this area is served by the North Hays County Volunteer Fire Department. Fire prevention activities will be provided by the Hays County Fire Marshal's Office.

c. BUILDING INSPECTION/CODE ENFORCEMENT SERVICES
The Building Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical, mechanical, and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Dripping Springs.

d. LIBRARIES
The City does not own a municipal library. A community library is provided by the Dripping Springs Community Library.

e. ENVIRONMENTAL HEALTH AND HEALTH CODE ENFORCEMENT SERVICES
The City has a septic system/on-site sewage facility ordinance. Complaints of ordinance or regulation violations within this area will be answered and investigated by City personnel, beginning with the effective date of the annexation ordinance.

f. PLANNING AND ZONING
The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.

g. PARKS AND RECREATION
All services and amenities associated with the City's Parks and Recreation activities will extend to this area on the effective date of the annexation ordinance.

h. STREET AND DRAINAGE MAINTENANCE
The City will provide street and drainage maintenance to public streets in the area in accordance with standard City Policy as the area develops.

i. STREET LIGHTING
The City provides street lighting to public streets in the area in accordance with standard City Policy as the area develops.

j. TRAFFIC ENGINEERING
The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the area for any public roads.

k. SANITATION/SOLID WASTE COLLECTION AND DISPOSAL
The City does not directly provide municipal sanitation/solid waste collection and disposal

services. However, the City has granted an exclusive franchise for these services to Waste Connections, which will be notified of all newly-annexed parcels.

l. WATER SERVICE
The City is a water provider however, the City will not be the water provider for this property. Water service is available from the Dripping Springs Water Supply Corporation.

SEWER SERVICE
m. The City municipal sewage collection treatment and disposal system is limited in geographic scope and ability to serve. Newly-annexed parcels will be included in the Capital Improvements Plan as appropriate, and extended services when deemed feasible in light of topography and other relevant factors. In some instances, the owners of annexed property have expressly waived any demands for sewer service pursuant to development agreements.

n. MISCELLANEOUS
All other applicable municipal services will be provided to the area in accordance with policies established by the City of Dripping Springs.

4. ANNEXED PROPERTY REQUIREMENTS.

a. LIGHTING
The Property Owner agrees to bring the property into compliance with City's adopted regulations for outdoor lighting within one year after completion of the annexation process.

b. ZONING
The property shall be zoned Agriculture upon annexation unless zoning occurs concurrently with annexation process. If zoning does not occur concurrently, the Property Owner shall request rezoning to occur on or before the 120th day after annexation as required by City Ordinance.

5. AUTHORITY. City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement.

6. SEVERABILITY. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable

7. INTERPRETATION. The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

8. **GOVERNING LAW AND VENUE.** This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Travis County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Travis County, Texas.

9. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

11. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

13. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

14. **ENTIRE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

[Signature page follows.]

CITY OF DRIPPING SPRINGS:

_____
Bill Foulds, Jr., Mayor

ATTEST:

_____
Andrea Cunningham, City Secretary

THE OVERLOOK AT BUNKER RANCH, LLC:

Signature

Steve Harren
Printed Name

Manager
Title

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on the 5th day of March, 2021 by, Steve Harren, Manager [Name and title of individual signing] of on behalf of said The Overlook at Bunker Ranch, LLC [insert name of company or individual if applicable].

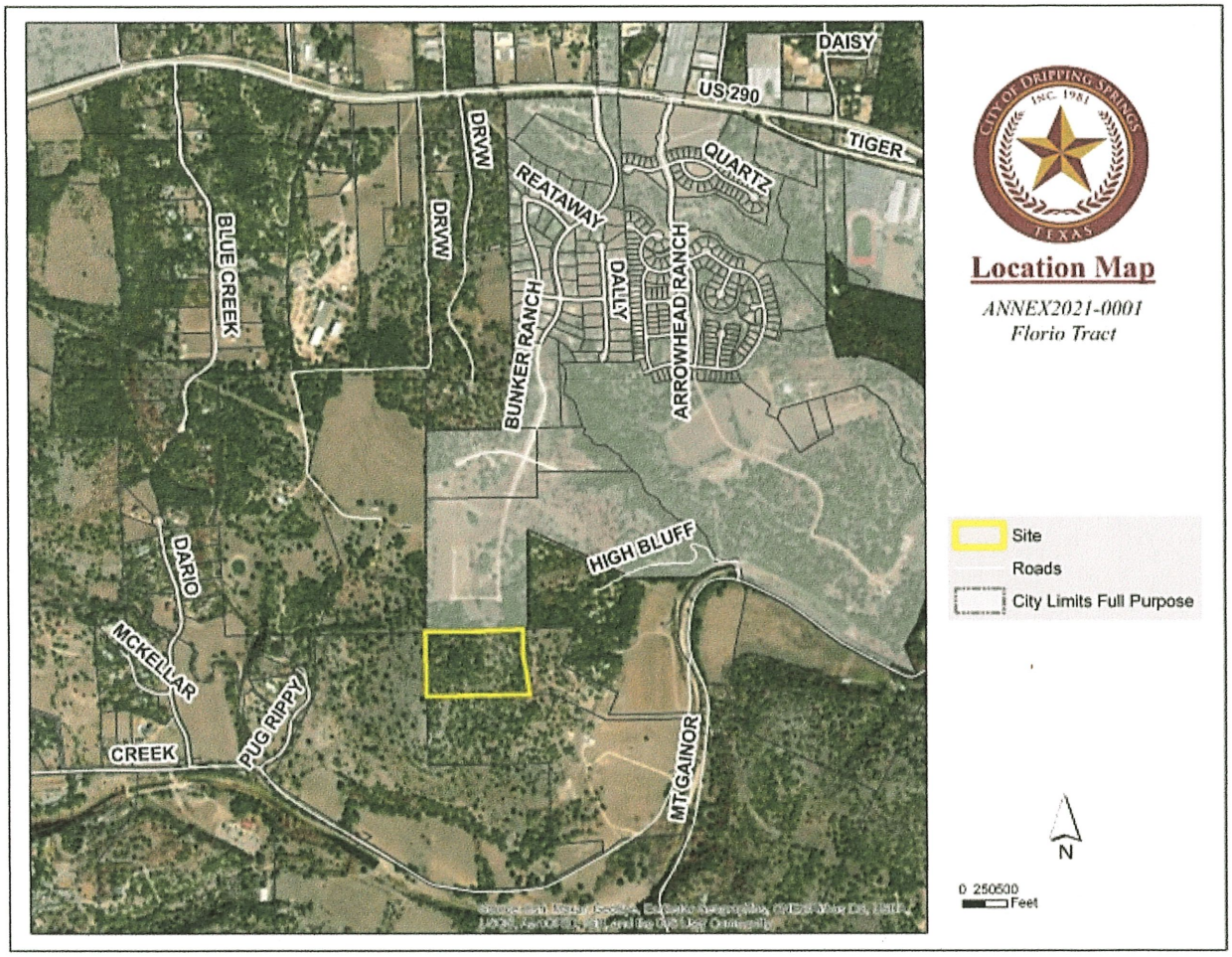
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
Emma Ragsdale
My Commission Expires
01/31/2023
ID No. 131874284

EXHIBIT A

Legal Description and Location Map

18.250 acres of land out of the Benjamin F. Hanna Survey No. 28, Abstract No. 222, in Hays County, Texas, being all of that certain (18.250 acres) tract of land as conveyed to The Overlook at Bunker Ranch, LLC filed by Instrument No. 20061246 of the Deed Records of Hays County, Texas.



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Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

ZONING/PDD AMENDMENT APPLICATION

Case Number (staff use only): _____-____

CONTACT INFORMATION

PROPERTY OWNER NAME Steve Harren

STREET ADDRESS 2901 W US 290

CITY 317 Grace Lane #240 STATE TX ZIP CODE 78746

PHONE (512)644-6800 EMAIL steveharren@aol.com

APPLICANT NAME Brian Estes, PE / Cristina Cordoba

COMPANY Civil and Environmental Consultants Inc.

STREET ADDRESS 3711 S. MoPac Expy Suite 550

CITY Austin STATE Texas ZIP CODE 78746

PHONE 512-439-0400 EMAIL ccordoba@@cecinc.com

REASONS FOR AMENDMENT

☐ TO CORRECT ANY ERROR IN THE REGULATION OR MAP

☐ TO RECOGNIZE CHANGES IN TECHNOLOGY, STYLE OF LIVING, OR MANNER OF CONDUCTING BUSINESS

☐ TO RECOGNIZE CHANGED CONDITIONS OR CIRCUMSTANCES IN A PARTICULAR LOCALITY

■ TO MAKE CHANGES IN ORDER TO IMPLEMENT POLICIES REFLECTED WITHIN THE COMPREHENSIVE PLAN

PROPERTY & ZONING INFORMATION	
PROPERTY OWNER NAME	Steve Harren
PROPERTY ADDRESS	2100 Creek Rd, DRIPPING SPRINGS, TX 78620
CURRENT LEGAL DESCRIPTION	
TAX ID#	R15103
LOCATED IN	☐ CITY LIMITS ■ EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	AG
REQUESTED ZONING/AMENDMENT TO PDD	SF-2
REASON FOR REQUEST *(Attach extra sheet if necessary)*	Requesting to rezone to SF-2 concurrently with annexation application into CoDS City Limits to develop single family homes. The site will be served by DSWSC for water servive. Private septic wastewater facilities will be used. PEC will provide electric service.
INFORMATION ABOUT PROPOSED USES *(Attach extra sheet if necessary)*	Single family homes

COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? *

(See attached agreement).

■ YES (REQUIRED)* ☐ YES (VOLUNTARY)* ☐ NO*

* If proposed subdivision is in the City Limits, compliance with Lighting Ordinance is **mandatory**. If proposed subdivision is in the ETJ, compliance is **mandatory** when required by a Development Agreement or as a condition of an Alternative Standard/Special Exception/Variance/Waiver.
Voluntary compliance is strongly encouraged by those not required by above criteria (*see Outdoor Lighting tab on the CODS webpage and online Lighting Ordinance under Code of Ordinances tab for more information*).

APPLICANT'S SIGNATURE

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Brian Estes (Civil & Environmental Consultants, Inc.) is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.
(As recorded in the Hays County Property Deed Records, ~~Vol. _____, Pg. _____~~.) Document # 20061246

Steve Harren
Name

Owner The Overlook at Bunker Ranch, LLC
Title

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on the 5th day of January, 2021 by Steve Harren.

NOTARY PUBLIC STATE OF TEXAS
Emma Ragsdale
My Commission Expires
01/31/2023
ID No. 131874284

Notary Public, State of Texas

My Commission Expires: 01/31/2023

Brian Estes (Civil & Environmental Consultants, Inc.)
Name of Applicant

ZONING AMENDMENT SUBMITTAL

All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete. ***Incomplete submissions will not be accepted.*** *By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:*

Applicant Signature _____ Date 1/5/21

CHECKLIST

STAFF	APPLICANT	
☐	☒	Completed Application Form - including all required signatures and notarized
☐	☑	Application Fee-Zoning Amendment or PDD Amendment (*refer to Fee Schedule*)
☐	☒	PDF/Digital Copies of all submitted Documents **When submitting digital files, a cover sheet must be included outlining what digital contents are included.**
☐	☒	Billing Contact Form
☐	☒	GIS Data
☐	☒	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings *(required if marked "Yes (Required)" on above Lighting Ordinance Section of application)*
☐	☒	Legal Description
☐	☒	Concept Plan
☐	☐	Plans
☐	☒	Maps
☐	☐	Architectural Elevation
☐	☒	Explanation for request (*attach extra sheets if necessary)*
☐	☒	Information about proposed uses (*attach extra sheets if necessary)*
☐	☒	Public Notice Sign (*refer to Fee Schedule*)
☐	☒	Proof of Ownership-Tax Certificate or Deed
☐	n/a	Copy of Planned Development District (*if applicable*)
☐	n/a	Digital Copy of the Proposed Zoning or Planned Development District Amendment

APPENDIX E: ZONING USE REGULATIONS (CHARTS)

Use Chart

Adopted February 17, 2015

Permitted Uses "P"

Conditional Uses "C"

	Residential Uses						Nonresidential Uses								
AGRICULTURE	**AG**	**SF-1**	**SF-2**	**SF-4**	**SF-5**	**MF-1**	**O**	**LR**	**GR**	**CS**	**HO**	**I**	**GUI**	**PR**	**PP**
Bulk Grain and/or Feed Storage	P										X	P			
Farms, General (Crops), Commercial	P	C	C								X				
Greenhouse (Non-Retail)	P	P	P	P							P				
Livestock Sales	P										X				
Orchard/Crop Propagation	P	P	C	C	C	C	C	C	C	C	P	C			
Plant Nursery (Commercial)	P								P	P	X	C			
Small Scale Farm	P	C	C			C	C	C	C	C	P				
Stable, Commercial	P	C									X				
Stables (Private, accessory use)	P	C	C								P				
Stables (Private, principal use)	P	C									X				
Garden (Non-Retail)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Farm Animals (Exempt - FFA, 4H)	P	C	C	C	C	C	C	C	C	C	P	C			
Farm Animals (Non-Exempt)	P	C	C	C	C	C	C	C	C	C	P	C			

(Ordinance 1220.99 adopted 2/17/15)

	Residential Uses						Nonresidential Uses								
RESIDENTIAL	**AG**	**SF-1**	**SF-2**	**SF-4**	**SF-5**	**MF-1**	**O**	**LR**	**GR**	**CS**	**HO**	**I**	**GUI**	**PR**	**PP**
Accessory Bldg/Structure (Nonresidential)							P	P	P	P	P	P			
Accessory Bldg/Structure (Residential)	P	P	P	P	P	P					P				

Accessory Dwelling	P	C	C								P		P		
Caretaker's/Guard Residence	P	P	P								P				
Community or Group Home	C	C	C	C	C						P				
Duplex/Two-Family				P	P	P	P	P	P		P				
Garage Residential Conversion	P	P	C	C							P				
Garden Home/Townhome					P	P	P	P	P		P				
Home Occupation	P	P	P	P	P	P	P	P	P		P				
HUD-Code Manufactured Home	C			C	C	C					X				
Living Quarters on Site with a Business							P	P	P	P	P				
Multiple-Family Dwelling						P	P	P	P		P				
Residential Loft							P	P	P		P				
Rooming/Boarding House						P		P			P				
Single-Family Dwelling, Detached	P	P	P	P	P	P					P				
Single-Family Industrialized Housing	P	P	P	P	P	P					P				
Swimming Pool, Private	P	P	P	P	P	P	P	P	P		P				

(Ordinance 1220.99 adopted 2/17/15; Ordinance 2019-44 adopted 12/10/19)

	Residential Uses						**Nonresidential Uses**								
OFFICE	**AG**	**SF-1**	**SF-2**	**SF-4**	**SF-5**	**MF-1**	**O**	**LR**	**GR**	**CS**	**HO**	**I**	**GUI**	**PR**	**PP**
Armed Services Recruiting Center							P	P	P	P	P				
Bank										C	X				
Check Cashing Service								P	P	P	X				
Credit Agency							P	P	P	P	X				
Insurance Agency Offices							P	P	P	P	P				
Offices, General/Professional							P	P	P	P	P				
Office, Brokerage							P	P	P	P	P				

Services															
Offices, Health Services							P	P	P	P	P				
Offices, Legal Services							P	P	P	P	P				
Offices, Parole/Probation											X		P		
Offices, Professional							P	P	P	P	P				
Offices, Real Estate Office							P	P	P	P	P				
Saving & Loan										C	X				
Security Monitoring Company							P	P	P	P	X				
Telemarketing Center							P	P	P	P	X				

(Ordinance 1220.99 adopted 2/17/15)

	Residential Uses						**Nonresidential Uses**								
PERSONAL & BUSINESS SERVICES	**AG**	**SF-1**	**SF-2**	**SF-4**	**SF-5**	**MF-1**	**O**	**LR**	**GR**	**CS**	**HO***	**I**	**GUI**	**PR**	**PP**
All-Terrain Vehicle									P	P	X				
Dealer (Sales Only)											X				
Ambulance Service (Private)										P	X				
Antique Shop								P	P	P	P				
Appliance Repair								P	P	P	X				
Art Dealer/Gallery								P	P	P	P				
Artisan's Shop	P							P	P	P	P				
Artist Studio	P	P	P	P	P	P	P	P	P	P	P				
Auto Sales (New & Used)									C	P	X				
Auto Supply Store									P	P	X				
Bakery or Confectionary (Retail)								P	P	P	P				
Bar								C	C	C	C				
Barbershop								P	P	P	P				
Beauty Shop								P	P	P	P				
Bed & Breakfast Inn or	C	C	C					P	P	P	P				

Facility															
Bicycle Sales and Repair								P	P	P	P				
Book Store								P	P	P	P				
Building Materials Sales									C	P	X				
Cabinet/Counter/ Woodworking Shop (Custom) Retail										C	X	P			
Cabinet/Counter/ Woodworking Shop (Manufacturing) Wholesale											X	P			
Cafeteria							C	C	P	P	P				
Communication Equipment Repair										P	X				
Computer Sales								P	P	P	P				
Consignment Shop								P	P	P	P				
Convenience Store (With Gas Sales)									P	P	X				
Convenience Store (Without Gas Sales)								C	P	P	P				
Cooking School								P	P	P	P				
Dance/Drama/Music Studio or School								P	P	P	P				
Department Store									P	P	P				
Drapery, Blind Upholstery Store								P	P	P	P				
Exterminator Services										P	X				
Financial Services								P	P	P	P				
Florist Shop								P	P	P	P				
Food or Grocery Store (General)									P	P	P				
Food or Grocery Store (Limited)								P	P	P	P				
Funeral Home or Mortuary										P	X				
Furniture Store (New and/or Used)								P	P	P	X				

Garden Shop (Inside Storage)								P	P	P	P				
General or Community Retail Store									P	P	P				
Gravestone/Tombstone Sales										P	X				
Hardware Store								P	P	P	P				
Home Improvement Center									P	P	X				
Laundry/Dry Cleaning										P	X				
Lawnmower Sales &Repair									P	P	X				
Live-in Security Quarters							P	P	P	P	P				
Locksmith								P	P	P	X				
Major Appliance Sales									P	P	X				
Market (Public)								P	P	P	P				
Mini-Warehouse - Self Storage										C	X				
Mobile food vendor - 10 days or less							P	P	P	P	P	P	P	P	P
Mobile food vendor - longer than 10 days							C	C	C	C	C	C	C		
Mobile food vendor court							C	C	C	C	C	C	C		
Motorcycle Dealer (Sales, Repair)									P	P	X				
Motel or Hotel									P	P	P				
Needlework Shop								P	P	P	P				
Pet Shop/Supplies								P	P	P	P				
Pharmacy								P	P	P	P				
Photocopying/Duplicating								P	P	P	P				
Photography Studio								P	P	P	P				
Plant Nursery (Retail Sales, Outdoors)									P	P	X				
Radio or Television Studio									P	P	X				

Recycling Center										C	X	P			
Restaurant (No Drive-Through Service)								P	P	P	P				
Restaurant (With Drive-Through)									P	P	X				
Security Systems Installation Company									C	P	X				
Sexually Oriented Business										C	X	C			
Shoe Repair								P	P	P	P				
Studio, Tattoo or Body Piercing								C	C	C	P				
Tailor Shop								P	P	P	P				
Tool & Machinery Rental (Indoor Storage)								P	P	P	X				
Tool & Machinery Rental (Outdoor Storage)										P	X				
Travel Agency							P	P	P	P	P				
Temporary Outdoor Sales/Promotion							C	P	P	P	P				
Upholstery Shop									P	P	P				
Used Merchandise/ Furniture								P	P	P	P				
Vacuum Cleaner Sales & Repair								P	P	P	X				
Veterinarian Clinic (Indoor Kennels)								P	P	P	P				
Woodworking Shop (Ornamental, Handmade								P	P	P	P				

* Permitted in HO District per requirements of Chapter 30, Article 30.05: Mobile Food Vendors.

(Ordinance 1220.99 adopted 2/17/15; Ordinance 1220.149 adopted 11/14/17; Ordinance 2018-09 adopted 4/10/18)

	Residential Uses						**Nonresidential Uses**								
TRANSPORTATION & AUTO SERVICES	**AG**	**SF-1**	**SF-2**	**SF-4**	**SF-5**	**MF-1**	**O**	**LR**	**GR**	**CS**	**HO**	**I**	**GUI**	**PR**	**PP**
Antique Vehicle Restoration										P	X				
Auto Body Repair										P	X				
Auto Financing &								P	P	P	X				

Leasing															
Auto Muffler Shop										P	X				
Auto Paint Shop										P	X				
Auto Tire Sales & Repair									P	P	X				
Auto Upholstery Shop										P	X				
Auto Washing Facility, Attended									P	P	X				
Auto Washing Facility, Unattended									P	P	X				
Auto Wrecker Service										P	X				
Automobile Repair, Major										P	X				
Automobile Repair, Minor								C	C	P	X				
Heliport												P	P		
Helistop												P	P		
Limousine/Taxi Service										P	X				
Oil Change & Inspection									P	P	X				
Parking Lot, Commercial										C					
Parking Structure, Commercial							C	C	C	P	P				
Tire Dealer, Indoor Storage								P	P	P	X				

(Ordinance 1220.99 adopted 2/17/15; Ordinance 1220.140, att. B, adopted 4/11/17; Ordinance 1220.151 adopted 12/12/17)

	Residential Uses						**Nonresidential Uses**								
AMUSEMENT/ RECREATION	**AG**	**SF-1**	**SF-2**	**SF-4**	**SF-5**	**MF-1**	**O**	**LR**	**GR**	**CS**	**HO**	**I**	**GUI**	**PR**	**PP**
Amusement Arcade (Four or more devices)									P	P	P				
Amusement Services (Indoor)									P	P	P				
Amusement Services (Outdoor)									P	P	X				
Billiard/Pool Facility									P	P	P				
Bingo Hall									P	P	P			P	

Bowling Center									P	P	P				
Broadcast Station (With Tower)											X	P			
Country Club (Private)									P		X				
Dance Hall									P	P	P			P	
Day Camp for Children	C	C					C		P	P					
Civic/Conference Center											P		P		
Dinner Theater									P	P	P				
Driving Range														P	
Fairgrounds/Exhibition Area	C													P	
Gaming Club (private)								C	C	C					
Golf Course (Miniature)									P	P				P	
Golf Course (Public, Private)	C								P	P				P	
Health Club							C	P	P	P	P			P	
Motion-Picture Studio, Commercial										P		P			
Motion-Picture Theater									P	P	P				
Museum								P	P	P	P				
Park accessory uses															P
Park and/or Playground	P	P	P	P	P	P	P	P	P	P	P				P
Psychic Reading Services								P	P	P	P				
Rodeo Grounds	C									C		C			
Skating Rink										P				P	
Tennis Court	P	P	P	P	P	P					P			P	
Theater (Stage)									P	P	P			P	
Video Rentals/Sales								P	P	P	P				

(Ordinance 1220.99 adopted 2/17/15; Ordinance 2020-01 adopted 1/14/20)

	Residential Uses						Nonresidential Uses								
INSTITUTIONAL/ GOVERNMENT	**AG**	**SF-1**	**SF-2**	**SF-4**	**SF-5**	**MF-1**	**O**	**LR**	**GR**	**CS**	**HO**	**I**	**GUI**	**PR**	

Assisted Living Facility						C		C	C	C	P				
Broadcast Tower (Commercial)												C			
Cemetery or Mausoleum	C												P		
Child Day-Care Facility	C	C	C	C	C	C	C	P	P	P	P				
Church, Religious Assembly	P	P	P	P	P	P	P	P	P	P	P		P		
Civic Club							P	P	P	P	P				
Community Center (Municipal)											P		P		
Electrical Generating Plant												P	P		
Electrical Substation												P	P		
Emergency Care Clinic									P	P					
Fire Station	P	P	P	P	P	P	P	P	P	P			P		
Fraternal Lodge or Union							P	P	P	P	P				
Government Building (Mun, St, Fed)										P	P		P		
Group Day-Care Home	C	C	C	C	C	C	C	P	P	P					
Medical Clinic or Office							P	P	P	P	P				
Wireless Communications Tower	C	C	C			C	C	C	C	C		C			
Heliport												P			
Home for the Aged, Residential	C	C	C	C	C	C	C	C	P	P	P				
Hospice								C	P	P	P				
Hospital (Acute Care, General)							C	C	P	P					
Library							P	P	P	P	P		P		
Maternity Home							C	C	P	P	P				
Nursing/Convalescent Home							C	C	P	P					
Orphanage						C	C	C	P	P	P				
Philanthropic Organization							P	P	P	P	P				

Post Office	P	P	P	P	P	P	P	P	P	P	P		P		
Radio, Television, Microwave Tower									C	C		C			
School, K Through 12 (public or private)	P	P	P	P	P	P	P	P	P	P	P		P		
Sewage Pumping Station	C	C	C	C	C	C	C	C	C	C	P	P	P		
Telephone Switching/ Exchange Bldg.							C	C	C	P	P		P		
Wastewater Treatment Plant	C	C	C	C	C	C	C	C	C	C		C	P		
Water Supply (Elevated Storage Tank)	C	C	C	C	C	C	C	C	C	C	P	C	P		
Water Supply Facility (Private)	P	P	P	P	P	P		C	C	C		C	P		

	Residential Uses						Nonresidential Uses								
COMM. & WHOLESALE TRADE	**AG**	**SF-1**	**SF-2**	**SF-4**	**SF-5**	**MF-1**	**O**	**LR**	**GR**	**CS**	**HO**	**I**	**GUI**	**PR**	**PP**
Book Bindery										P	P				
Feed & Grain Store									P	P					
Furniture Manufacture												P			
Heating & Air-Conditioning Sales/Service									P	P					
Pawnshop									C	C					
Propane Sales (Retail)										P					
Taxidermist										P					
Transfer Station/Refuse Pickup												P			
Veterinarian (Outdoor Kennels or Pens)	C									P					
Warehouse/Office										C		P			
Welding Shop										C		P			

	Residential Uses						Nonresidential Uses								
LIGHT	**AG**	**SF-1**	**SF-2**	**SF-4**	**SF-5**	**MF-1**	**O**	**LR**	**GR**	**CS**	**HO**	**I**	**GUI**	**PR**	

INDUSTRIAL/MFG.															
Contractor's Office (No Outside Storage.								P	P	P	P	P			
Contractor's Office (with Outside Storage)										C		P			
Contractor's Temporary On-site Office	C	C	C	C	C	C	C	C	C	C	P	C			
Electronic Assembly										C		P			
Engine Repair or Manufacture												P			
Laboratory Equipment Manufacture												P			
Machine Shop												P			
Maintenance & Repair Services for Bldgs.										P					
Open Storage/Outside Storage	C									C		P			
Plumbing Shop									P	P					
Research Lab (Nonhazardous)									C	C		P			
Sand/Gravel/Stone Sales or Storage	C									C		P			
Sand/Gravel Quarrying												C			
Sign Manufacturing										C	P	P			
Stone/Clay/Glass Manufacturing										C		P			

(Ordinance 1220.99 adopted 2/17/15)

P:\300-000\304-065\-CADD\Dwg\Civils\Exhibits\20210111 FLORO ZONING EXHIBIT.dwg[FIRE ACCESS] LS:(1/11/2021 - amramirez) - LP: 1/11/2021 4:19 PM

DRAWN BY:			
SHEET:	EXHIBIT		

ZONING EXHIBIT

DATE:	JAN. 2021	DRAWN BY:	DRAFT
DWG SCALE:	1"=300'	CHECKED BY:	DRAFT
PROJECT NO:			304-065
APPROVED BY:			DRAFT

OVERLOOK AT BUNKER RANCH, LLC
OVERLOOK AT BUNKER RANCH
DRIPPING SPRINGS
HAYS COUNTY, TEXAS

Texas Registered Engineering Firm F-38
Civil & Environmental Consultants, Inc.
3711 South MoPac Expressway · Building 1, Suite 550 · Austin, TX 78746
Ph: 512.439.0400 · Fax: 512.329.0096
www.cecinc.com

REVISION RECORD

NO	DATE	DESCRIPTION

CITY OF DRIPPING SPRINGS

ORDINANCE NO.

18.250 ACRES OUT OF THE BENJAMIN F. HANNA NO. 28, ABSTRACT NO. 222, HAYS COUNTY, TEXAS

ANNEXATION ORDINANCE

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNER APPROXIMATELY 18.250 ACRES OF LAND INTO THE INCORPORATED MUNICIPAL BOUNDARIES OF THE CITY OF DRIPPING SPRINGS, TEXAS INCLUDING THE FOLLOWING: FINDINGS OF FACT; EFFECTIVE DATE; REPEALER; SEVERABILITY; AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Dripping Springs ("City") is a Type-A, General Law municipality located in Hays County, Texas with the rights and privileges thereto; and

WHEREAS, Section 43.0671 of the Texas Local Government Code authorizes a Type-A general law municipality to extend the boundaries of the municipality and annex area adjacent to the municipality by petition of area landowners in accordance with the procedural rules prescribed by Texas Local Government Code Chapter 43; and

WHEREAS, the City received a written petition requesting the voluntary annexation of the area described in Exhibit "A" on February 2, 2021

WHEREAS, the area identified in Exhibit "A" 18.250 acres of the Benjamin F. Hanna Survey No. 28, Abstract No. 222, is adjacent and contiguous to the city limits; and

WHEREAS, the City Council granted the petition and allowed City staff to proceed with negotiating the service agreement with the property owner, in accordance with Section 43.0672 of Texas Local Government Code;

WHEREAS, the City Council conducted a public hearing and considered testimony regarding the annexation of the property, in accordance with Section 43.0673 of Texas Local Government Code on March 9, 2021;

WHEREAS, the City Council deems it to be in the best interest of the citizens of the City to annex said territory into the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS:

1. FINDINGS OF FACT

All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of Dripping Springs, Texas, and are hereby approved and incorporated into the body of this Ordinance as if copied herein in their entirety.

2. ANNEXATION OF TERRITORY

A. The property in the area described in Exhibit "A", which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Dripping Springs, and is made an integral part, hereof.

B. The official map and boundaries of the City of Dripping Springs are hereby amended and revised so as to include the area annexed, and to reflect the expansion of the City's extraterritorial jurisdiction resulting from such annexation.

C. A service plan agreement was executed prior to the annexation approval in accordance with Section 43.0672 of Texas Local Government Code, and is attached hereto as Exhibit "B" and incorporated herein for all intents and purposes.

D. The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City of Dripping Springs and are hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

3. EFFECTIVE DATE

This ordinance is effective and the annexation achieved herein shall be final and complete upon adoption of this Ordinance on the date set forth below.

4. FILING

A. The City Secretary is hereby instructed to include this Ordinance in the records of the City.

B. The City Secretary is hereby instructed to have prepared maps depicting the new municipal boundaries and extraterritorial jurisdiction.

C. The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Hays County Clerk.

D. The City Secretary is hereby instructed to submit by certified mail a certified copy of the annexation ordinance a map of the entire city that shows the change in boundaries, with the annexed portion clearly distinguished, resulting from the annexation to the Texas

Comptroller's Office.

5. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

6. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED this the _____ day of _____ 2021, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of the City of Dripping Springs, Texas.

THE CITY OF DRIPPING SPRINGS:

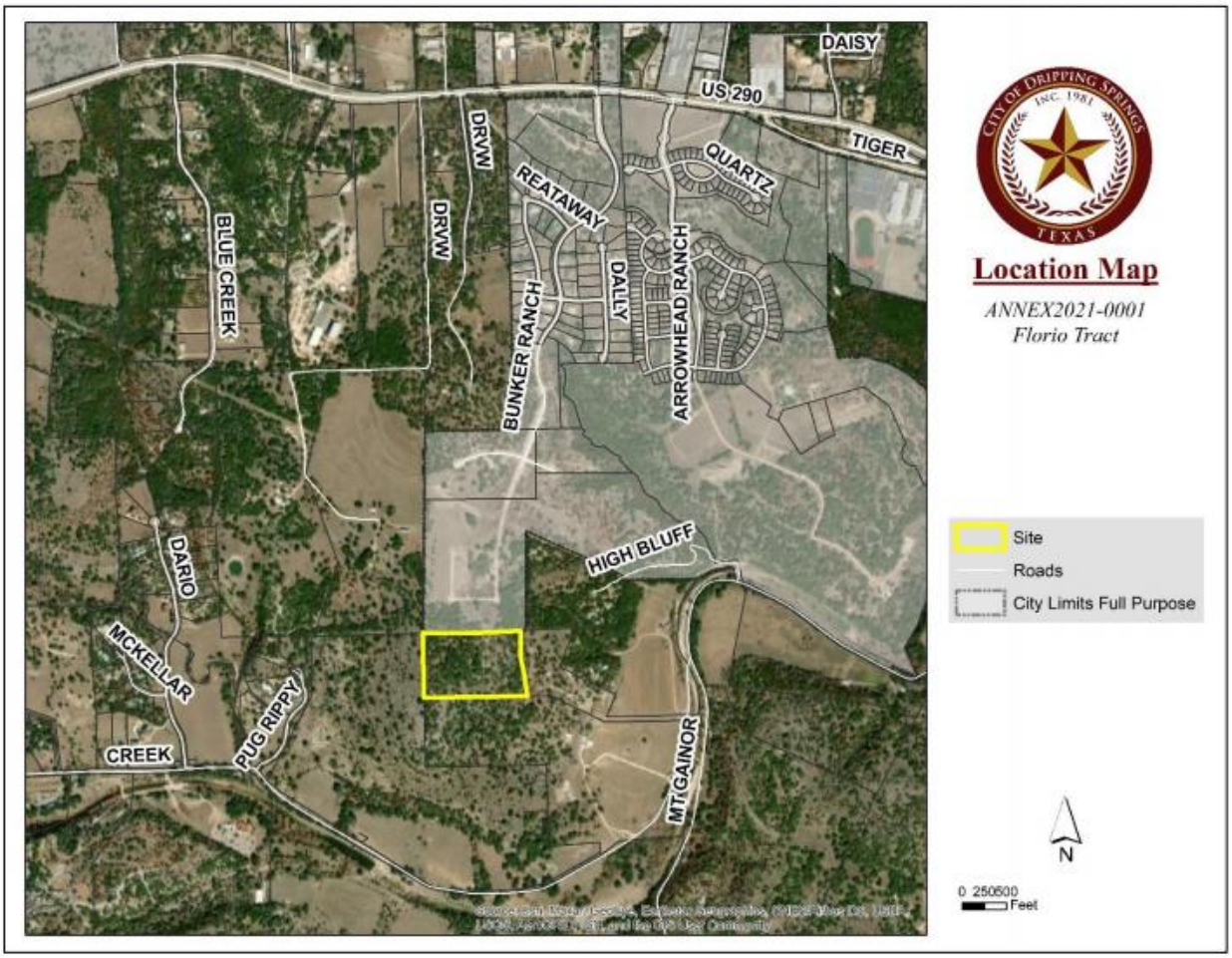
_____
Bill Foulds Jr.

ATTEST:

_____
Andrea Cunningham, City Secretary

Exhibit "A"
DESCRIPTION OF AREA TO BE ANNEXED (METES & BOUNDS TO FOLLOW)

18.250 acres of land out of the Benjamin F. Hanna Survey No. 28, Abstract No. 222, in Hays County, Texas, being all of that certain (18.250 acres) tract of land as conveyed to The Overlook at Bunker Ranch, LLC filed by Instrument No. 20061246 of the Deed Records of Hays County, Texas.



Metes and Bounds

LEGAL DESCRIPTION

BEING AN 18.250 ACRE TRACT OF LAND (INCLUDING A 60 SQUARE FOOT AREA IN CONFLICT) OUT OF THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, SITUATED IN HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 34.26 ACRE TRACT CONVEYED TO CHARLES B. FLORIO AND KYLE FLORIO BY DEED OF RECORD IN VOLUME 5262, PAGE 573, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 18.250 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a ½ inch iron rod found in the south line of a called 5.01 acre tract conveyed to Bobby Glenn Stevens and Dorrae Tubb Stevens by deed of record in Document No. 15011837, O.P.R.H.C.T. at the northerly common corner of said 34.26 acre tract and of a called 34.27 acre tract conveyed to Barbara Jean Johnson by deed of record in Volume 1055, Page 894, O.P.R.H.C.T.;

THENCE, along the common line of said 34.26 acre tract and of said 5.01 acre tract, S86°47'54"W, a distance of 543.83 feet to a ½ inch iron rod found at the southerly common corner of said 5.01 acre tract and of the remainder of a called 111.67 acre tract conveyed to Bunker Ranch, LLC by deed of record in Document No. 16020931, O.P.R.H.C.T.;

THENCE, along the common line of said 34.26 acre tract and said remainder of 111.67 acre tract, S86°01'29"W, a distance of 73.64 feet to a ½ inch iron rod with "CEC" cap set for the **POINT OF BEGINNING,** hereof;

THENCE, over and across said 34.26 acre tract, the following three (3) courses and distances:

1. S00°13'03"W, a distance of 308.03 feet to a set ½ inch iron rod with "CEC" cap;
2. S12°51'27"E, a distance of 164.56 feet to a set ½ inch iron rod with "CEC" cap;
3. S07°29'25"E, a distance of 266.18 feet to a ½ inch iron rod with "CEC" cap set in the common line of said 34.26 acre tract and of a called 74.00 acre tract conveyed to Robert A. Garland, Jr. and Amy L. Garland by deed of record in Document No. 14020704, O.P.R.H.C.T.;

THENCE, along the common line of said 34.26 acre tract and of said 74.00 acre tract, S89°02'53"W, a distance of 1,141.56 feet to a 5/8 inch iron rod with "Staudt Surveying" cap found in the east line of a called 603.70 acre tract conveyed to Anna Marie Widen Speir, et al, by deed of record in Document 00025671, O.P.R.H.C.T., at the westerly common corner of said 34.26 acre tract and of said 74.00 acre tract;

THENCE, along the common line of said 34.26 acre tract and of said 603.70 acre tract, N01°06'51"W, passing at 713.92 feet, an 8" cedar fence post found in the common line of said 603.70 acre tract and of a called 79.61 acre tract conveyed to P & H Family Limited Partnership No. 1 by deed of record in Document No. 00025538, O.P.R.H.C.T., from said fence post, a found ½ inch iron rod bears N86°15'32"E, a distance of 5.94 feet, and continuing an additional 11.21 feet (bounding area in conflict) for a total distance of 725.12 feet to a set ½ inch iron rod with "CEC" cap;

18.250 ACRES
BUNKER RANCH
DRIPPING SPRINGS, TX

PROJECT NO.: 181-500
DECEMBER 23, 2020

THENCE, S89°22'34'E, passing at a distance of 5.01 feet (bounding area of conflict), a ½ inch iron rod found for the southwesterly corner of said remainder of 111.67 acre tract, continuing along the common line of said 34.26 acre tract and said remainder of 111.67 acre tract for a total distance of 242.11 feet to a found ½ inch iron rod;

THENCE, continuing with the common line of said 34.26 acre tract and said remainder of 111.67 acre tract, the following four (4) courses and distances:

1. N89°12'53"E, a distance of 336.81 feet to a found ½ inch iron rod;
2. N87°39'49"E, a distance of 260.74 feet to a found ½ inch iron rod;
3. N87°07'43"E, a distance of 173.46 feet to a found ½ inch iron rod;
4. N86°01'29"E, a distance of 72.88 feet to the **POINT OF BEGINNING,** and containing 18.250 acres (794,923 square feet, including 60 square feet in conflict) of land, more or less.

THE BASIS OF BEARING OF THIS SURVEY IS TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NSRS 2011(2012A), UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.

Witness my hand and seal this 23rd day of December, 2020.

Frank William Funk, R.P.L.S. 6803
Civil & Environmental Consultants, Inc.
3711 S. MoPac Expressway, Building 1, Suite 550
Austin, TX 78746
Texas Registered Surveying Firm No. 10194419

Exhibit "B"

Municipal Services Agreement

CITY OF DRIPPING SPRINGS
ORDINANCE No.

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS ("CITY"), REZONING ONE TRACT OF LAND, TOTALING APPROXIMATELY 18.250 ACRES FROM AGRICULTURAL DISTRICT (AG) TO SINGLE-FAMILY RESIDENTIAL DISTRICT – MODERATE DENSITY (SF-2); AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; EFFECTIVE DATE; AUTHORIZING THE CITY ADMINISTRATOR TO NOTE THE CHANGE ON THE OFFICIAL ZONING MAP OF THE CITY; PROPER NOTICE & MEETING.

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to promote orderly land use and development within the City; and

WHEREAS, the City Council finds to be reasonable and necessary the rezoning of the tract, described more fully in Attachment "A" and totaling approximately 18.250 acres, from Agricultural District (AG) to Single-Family Residential District – Moderate Density (SF-2); and

WHEREAS, the City Council recognizes changed conditions and circumstances in the particular location; and

WHEREAS, the City Council finds that the zoning change is compatible with the surrounding area and with the City's Zoning Ordinance and Comprehensive Plan; and

WHEREAS, after notice and hearing required by law, a public hearing was held before the Dripping Springs Planning and Zoning Commission on February 23, 2021 to consider the proposed amendment and the Planning and Zoning Commission recommended approval of the proposed change; and

WHEREAS, after public hearing held by the City Council on March 9, 2021, the City Council voted to approve the recommendation of the Planning and Zoning Commission; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to zone and rezone property; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace

or order of the City of Dripping Springs to adopt this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Dripping Springs:

1. FINDINGS OF FACT

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

2. ENACTMENT

One tract of land totaling approximately 18.250 acres and described more fully in Attachment "A" and shown in Attachment "B", is hereby rezoned from Agricultural District (AG) to Single-Family Residential – Moderate Density (SF-2).

3. REPEALER

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. CHANGE ON ZONING MAP

The City Administrator is hereby authorized to and shall promptly note the zoning change on the official Zoning Map of the City of Dripping Springs, Texas.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, a public hearing was held, and that public notice of the time, place and purpose of said hearing and meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED & APPROVED this, the _____ day of _____2021, by a vote of _____ (ayes) to _____ nays to _____ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

By: _____
Bill Foulds, Jr., Mayor

ATTEST:

_____
Andrea Cunningham, City Secretary

Attachment "A" Description of Tract

LEGAL DESCRIPTION

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Witness my hand and seal this 23rd day of December, 2020.

Frank William Funk, R.P.L.S. 6803
Civil & Environmental Consultants, Inc.
3711 S. MoPac Expressway, Building 1, Suite 550
Austin, TX 78746
Texas Registered Surveying Firm No. 10194419

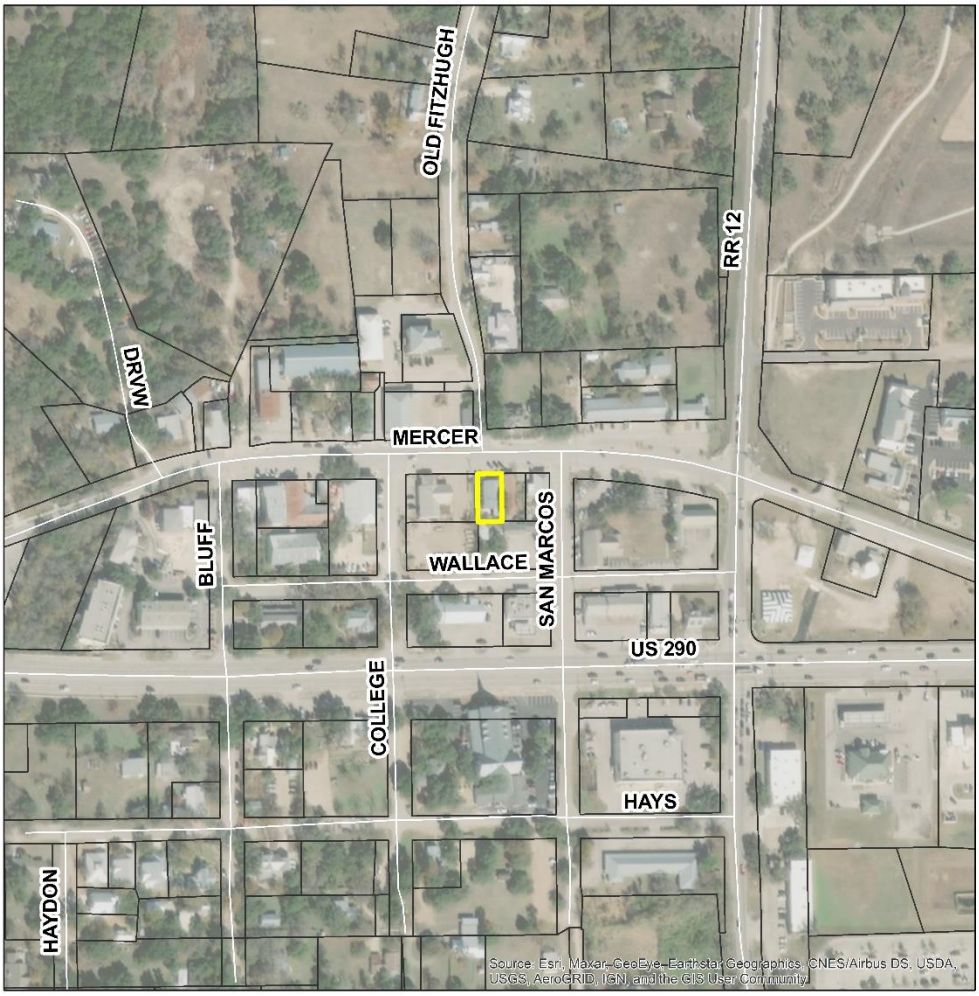
Attachment "B"
18.250 ac Property Depiction

City Council
Planning Department Staff Report

City Council Meeting:	March 9, 2021
Project No:	CUP2020-0011
Project Planner:	Amanda Padilla, Senior Planner

Item Details

Project Name:	Acopon Brewing Mobile Food Vendor
Property Location:	211 Mercer Street, Dripping Springs Texas 78620
Legal Description:	O T DRIPPING SPRINGS LOT 4 BLK 6 THRIFT SHOP 9-2210-07-06
Applicant:	John McIntosh and Dave Niemeyer
Property Owner:	JCMC3 Holdings LLC
Request:	Conditional Use Permit (CUP) for a Mobile Food Vendor use within the Commercial Services (CS) Zoning District and Mercer Historic District



Location Map

CUP2020-0011
Acopon Mobile Food Vendor

Site
Roads
City Limits Full Purpose

N

0 250 500 Feet

Planning Department Staff Report

Overview

The applicant is requesting a Conditional Use Permit to allow a Mobile Food Vendor to be located at 211 Mercer Street also known as Acopon Brewing Company. The Property is located within the Commercial Services (CS) zoning district and the Mercer Street Historic District. Mobile Food Vendors are a permitted use in the CS zoning district and Mercer Historic District with an approved Certificate of Appropriateness and a Conditional Use Permit.

Per the City's Zoning Ordinance that was amended on April 10, 2018, Sec. 30.05.032 (d), It is an offense for a person to erect, install, or park a mobile food establishment within the boundaries of the Mercer Street or Hays Street historic districts, as defined in section 24.07.032 [chapter 30, exhibit A, section 4.3.2] of the Code of Ordinances, unless:

> (1) The location or operation of the mobile food establishment is for a special event or city-sponsored event, for which the mobile food vendor is included in the permit application for which the event organizer must obtain a permit (see Code of Ordinances section 6.02.071); or
>
> (2) The mobile food vendor is a complementary extension, or outlet, of a brick-and-mortar restaurant or business and the applicant of a mobile food vendor applies for and is granted a certificate of appropriateness under the requirements of chapter, 24, article 24.07 [chapter 30, exhibit A, section 4, division 2] of the city code and applies for and is granted a conditional use permit under the requirements of chapter 30, exhibit A: zoning, section 3.17 of the city code. A conditional use permit shall not be granted prior to a certificate of appropriateness being granted. The mobile food vendor shall only operate during the operating business hours of the brick-and-mortar business of which the mobile food vendor is an extension or outlet.

The Mobile Food Vendor will be located at the 211 Mercer Street also known as Acopon Brewing Company. The property is approximately 5,000 square feet. The required setbacks within the Mercer Historic District are below:

Direction	Setback Code requirement
Front	Zero Feet (0')
Rear	Ten feet (10')
Side	Zero Feet (0')

Currently Acopon Brewing Co. is allowed to have a temporary mobile food vendor under the Mayoral Order issued on September 1, 2020. The Order suspends the requirement for a CUP for Mobile Food Vendors that meet the requirements stated in the Order. The Mayoral Order remains in effect until the state of disaster is lifted unless a permanent Conditional Use Permit is also applied for and approved.

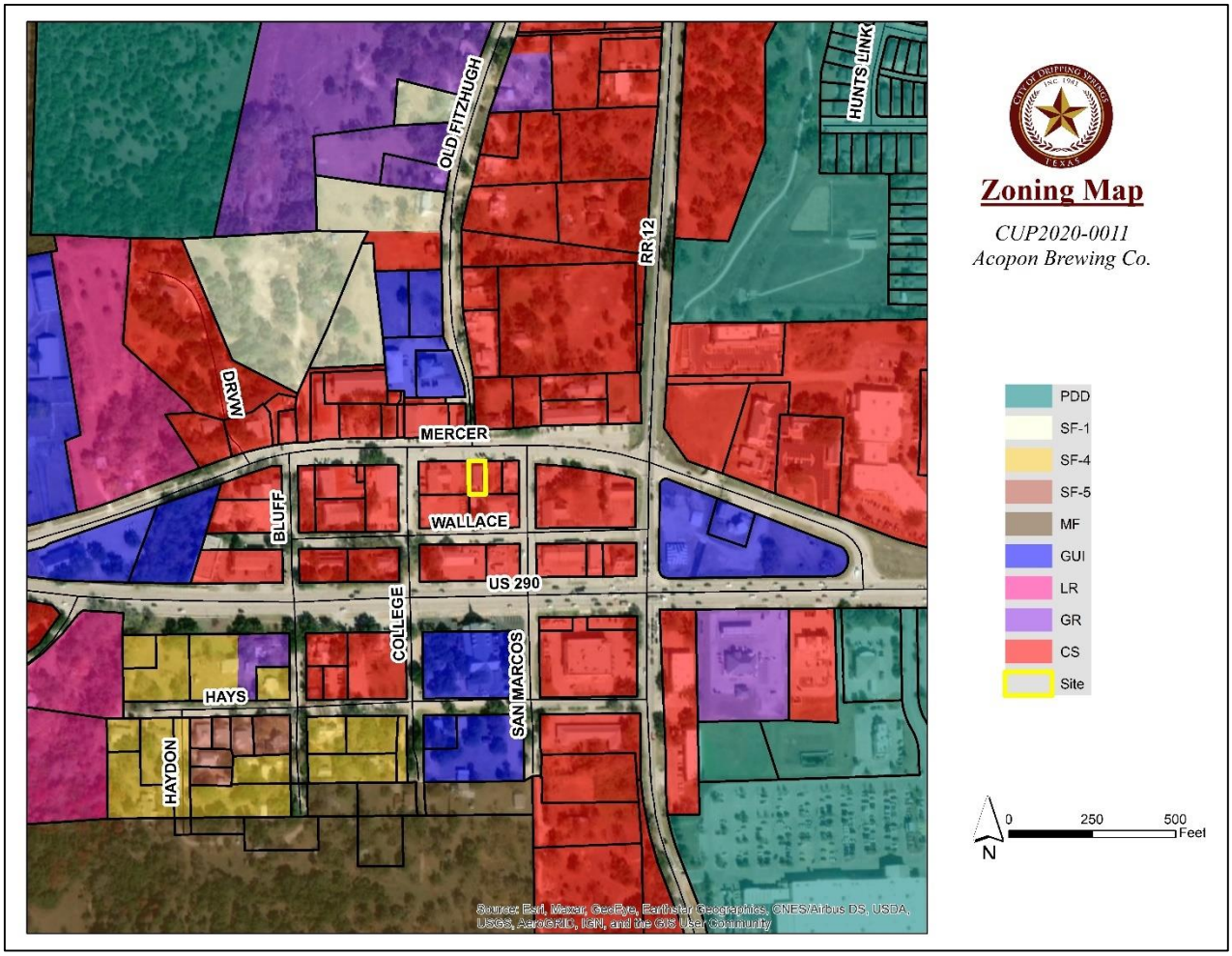
Property History

The applicant received a Certificate of Appropriateness on January 23, 2021 from the Planning and Zoning Commission. The Historic Preservation Commission denied the request at their January 3rd meeting by a 4-2 vote. An applicant for a certificate of appropriateness dissatisfied with the action of the commission relating to the issuance or denial of a certificate of appropriateness shall have the right to appeal to the planning and zoning commission. The applicant appealed the decision of HPC, resulting in the approval the Planning and Zoning Commission meeting.

It is important to note that the certificate of appropriateness is for background information and for aesthetic purposes.

Surrounding Properties

Planning Department Staff Report



The current zoning and existing uses of the adjacent properties to the north, south, east, and west are outlined in the table below:

Direction	Zoning District	Existing Use	Comprehensive Plan
North	Commercial Services (CS)	Offices / Retail	Not Applicable
East	Commercial Services (CS)	Retail/ Bar	
South	Commercial Services (CS)	Convenience Store with Gas/ Office	
West	Commercial Services (CS)	Retail	

Approval Criteria for Conditional Use Permit Review (3.17.6-Zoning Ordinance)

Approval Criteria	Staff Comments
1. The proposed use at the specified location is consistent with the policies embodied in the Comprehensive Plan;	The Comprehensive plan is supportive of commercial development. There are two goals that the comprehensive plans discuss that fit with this request 1. Support expansion of business and professional services and 2. Support Tourism. The addition of the mobile food vendor will add diversity to the local economy and make dripping springs more attractive to prospective businesses.

Planning Department Staff Report

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;	The zoning district is Commercial Services (CS), which permits a wide array of commercial and retail uses. Mobile food vendors are permitted in the CS zoning district with the approval of a Conditional Use Permit (CUP). The mobile food vendor ordinance speaks specifically to what type of mobile food vendors are allowed within the Mercer Street District and this request meets all those requirements.
3. The proposed use meets all supplemental standards specifically applicable to the use, as established in the Development Standards, Section 5;	The applicant will need to meet all development standards.
4. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods, and (as required by the particular circumstances) includes improvements or modifications (either on-site or within the public rights-of-way) to mitigate development-related adverse impacts, including but not limited to the following:	
a. Adequate ingress and egress to property and proposed structures thereon with particular reference to vehicular and pedestrian safety and convenience, and access in case of fire;	The property fronts Mercer Street and has adequate access. The Food Trailer would not need additional ingress/egress.
b. Off-street parking areas, loading areas, and pavement type;	Per Sec. 30.05.009 (p) of the Mobile Food Vendor Ordinance, Mobile food vendors located in the Mercer Street Historic District are exempt from providing additional parking spaces. The applicant does not propose any additional parking spaces.
c. Refuse and service areas;	The applicant has provided additional receptacles for the mobile food vendor which are located behind the gate.
d. Utilities with reference to location, availability, and compatibility;	The mobile food vendor is plugged into an approved outlet adjacent to the power pole. Restrooms will be shared with the business on site.
e. Screening and buffering, features to minimize visual impacts, and/or setbacks from adjacent uses;	The applicant is proposing to add screening along mercer street, which would include large planters and plants.
f. Control of signs, if any;	Signage will be done with a separate permit and will need to comply with the Current Sign Ordinance in effect. Any variances will require approval.
g. Control of exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;	The owner shall comply with the Lighting Ordinance. The mobile food vendor only has small exterior light by the patio at Acopon. All lights are off when business is closed.

Planning Department Staff Report

h. Required yards and open space;	Not applicable.
i. Height and bulk of structures;	The mobile food vendor meets height requirements.
j. Hours of operation;	The hours of operation will match Acopon Brewing Co. hours. The Mobile Food Vendor Ordinance requires the mobile food vendor only operate during the operating business hours of the brick-and-mortar business of which the mobile food vendor is an extension or outlet.
k. Exterior construction material, building design, and building facade treatment;	Mobile Food Vendors do not have to comply with our Exterior Design Ordinance, but they do have to comply with our Sign Ordinance and applicable Sign Codes.
l. Roadway adjustments, traffic-control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets; and	Not applicable.
m. Provision for pedestrian access/amenities/areas;	The mobile food vendor is tied to the existing business which provides tables and seating.
5. The proposed use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity; and,	Staff finds that the proposed mobile food vendor use will not be detrimental or damaging to the surrounding properties, these properties being similarly commercially zoned.
6. Noise;	The applicant stated that there will be no additional noise.
7. Odors; and	No odors anticipated other than wood smoke from the pizza.
8. Dust.	Not Applicable

Summary

Based on the proposed land use, adjacent land uses, the opportunity to attract more individuals to the area, and increase sales tax staff recommends approval of the requested CUP with the conditions outlined in the Draft Conditional Use Permit.

Attached is a draft CUP with the conditions and may be revoked for violations. Any conditions P&Z deems necessary may be added to the CUP as part of their motion.

The below excerpt of the Code are the procedures that P&Z should take for CUPS.

Chapter 30 Exhibit A Zoning Ordinance Sec 3.17.5 Procedures For CUPs:

> City Council Action: The City Council shall be the final decision-maker on applications for CUPs. Following a public hearing, and in consideration of the P&Z's recommendations, the City Council shall approve, modify or deny the proposal for a CUP. If the appropriateness of the use cannot be assured at the location, the application for CUP shall be denied as being incompatible with existing uses or with other uses permitted by right in the district.

Public Notification

Planning Department Staff Report

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News, signs were posted on the-site, notice was placed on the City Website, and all property owners within a 300-foot radius of the site were notified of the Conditional Use Permit request.

Meetings Schedule

February 23, 2021 – Planning and Zoning Commission
March 9, 2021 - City Council Meeting

Attachments

Exhibit 1 - Conditional Use Permit Application
Exhibit 2 - Draft Conditional Use Permit Ordinance

Recommended Action:	Approval of the requested Conditional Use Permit, with staff and any additional conditions deemed necessary.
Alternatives/Options:	Denial of the Conditional Use Permit; approval of the Conditional Use Permit with no or alternate conditions.
Planning and Zoning Commission Motion:	A motion was made by Vice Chair Martin to recommend City Council approval of CUP2020-0011: an application to consider a conditional use permit to allow for a Mobile Food Vendor at the property located at 211 Mercer Street, Dripping Springs, Texas 78620 within the Mercer Street Historic District. Commissioner Bourguignon seconded the motion which carried 4 to 1 to 1, with Commissioner Newman opposed and Commissioner McIntosh recused.
Budget/Financial Impact:	None calculated at this time, but the City would receive additional sales tax revenue.
Public Comments:	Staff has received public comments and has attached the comments to the Packet
Enforcement Issues:	N/A
Comprehensive Plan Element:	Support the expansion of business and professional services Support Tourism related businesses

CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

CONDITIONAL USE PERMIT APPLICATION

Case Number (staff use only): _____-____

☑ NEW APPLICATION ☐ EXTENSION OF A PREVIOUSLY APPROVED CUP

CONTACT INFORMATION

PROPERTY OWNER NAME JCMC3 HOLDINGS LLC

STREET ADDRESS 211 MERCER

CITY Dripping Springs STATE TX ZIP CODE 78620

PHONE 512-626-0086 EMAIL ~~jetan~~ mcintosh.john@ymail.com

APPLICANT NAME JOHN McINTOSH / DAVE NIEMEYER

COMPANY MC3 BREWING LLC dba ACOPON BREWING

STREET ADDRESS 211 MERCER

CITY Dripping Springs STATE TX ZIP CODE 78620

PHONE 512-626-0086 EMAIL john@acoponbrewing.com

APPLICANT'S SIGNATURE

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that JOHN McINTOSH is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.
(As recorded in the Hays County Property Deed Records, Vol. 4918, Pg. 378.)

Name

Owner
Title

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on the 19th day of October, 2020 by John McIntosh.

Notary Public, State of Texas

My Commission Expires: 2/24/2024

John McIntosh
Name of Applicant

MaryBeth Sledge
Notary Public, State of Texas
My Commission expires
February 24, 2024
ID No. 106665-1

PROPERTY INFORMATION	
PROPERTY OWNER NAME	JCMC3 Holdings LLC
PROPERTY ADDRESS	211 MERCER DS TX 78620
CURRENT LEGAL DESCRIPTION	BLOCK 6 LOT 4 ORIGINAL TOWN OF DRIPPING SPRINGS
TAX ID#	320532861 94
LOCATED IN	☑ CITY LIMITS ☐ EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	
PROPOSED USE	FOOD TRUCK IN HISTORIC DISTRICT IN SUPPORT OF ALOPON BREWING
REASON FOR REQUEST *(Attach extra sheet if necessary)*	DUE TO COVID 19, AND SUBSEQUENT CLOSURES OF BARS, TAPROOM ETC, WE OBTAINED A MODIFICATION OF LICENSE FROM TABC THAT ALLOWED US TO REOPEN, PROVIDED WE OFFER FOOD, AND OUR SALES FOR ONSITE CONSUMPTION OF ALCOHOL WERE LESS THAN 51% OF TOTAL SALES.

HAVING A FOOD TRUCK IS VITAL TO THE SURVIVAL OF OUR BUSINESS.

COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? *
(See attached agreement).

☑ YES (REQUIRED)* ☐ YES (VOLUNTARY)* ☐ NO*

* If proposed subdivision is in the City Limits, compliance with Lighting Ordinance is **mandatory**. If proposed subdivision is in the ETJ, compliance is **mandatory** when required by a Development Agreement or as a condition of an Alternative Standard/Special Exception/Variance/Waiver.
Voluntary compliance is strongly encouraged by those not required by above criteria (*see Outdoor Lighting tab on the CODS webpage and online Lighting Ordinance under Code of Ordinances tab for more information*).

CONDITIONAL USE PERMIT SUBMITTAL

All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete. ***Incomplete submissions will not be accepted.*** *By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:*

Applicant Signature _____ Date 10.16.20

CHECKLIST		
STAFF	APPLICANT	
☐	☑	Completed Application Form - including all required signatures and notarized
☐	☐	PDF/Digital Copies of all submitted Documents **When submitting digital files, a cover sheet must be included outlining what digital contents are included.**
☐	☐	Application Fee (*refer to Fee Schedule*)
☐	☑	Billing Contact Form
☐	☐	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings *(required if marked "Yes (Required)" on above Lighting Ordinance Section of application)*
☐	☑	Legal Description
☐	☑	Plans
☐	☑	Maps/Site Plan/Plat
☐	☐	Architectural Elevation (*if applicable*)
☐	☑	Explanation for request (*attach extra sheets if necessary)*
☐	☑	Public Notice Sign (*refer to Fee Schedule*)
☐	☑	Proof of Ownership-Tax Certificate or Deed

have a few questions that I need answered to help with my staff report.

1. Is the proposed use at the specified location consistent with the policies embodied in the Comprehensive Plan?
   "In addition, the survey indicates residents want a greater diversity of retail and restaurant options" p 14 Comp plan under housing

2. Is the proposed use consistent with the general purpose and intent of the applicable zoning district regulations?
   Zoned CS with Overlay in Mercer Historic District which allows MFV to operate in support of a brick and mortar business. Must obtain CUP and COA
3. Does the proposed use meet all supplemental standards specifically applicable to the use, as established in the Development Standards, Section 5?
   This one confuses me a little: We are in historic district, so I understand the fee in lieu option, but I think: 1) the area gained in front of our driveway which we no longer need access to gives us space for 3 vehicles, and 2) This isn't a permanent increase in square footage or use, so I don't know why we would have to pay into fund for a temporary (2 year CUP) use.
4. Is the proposed use compatible with and preserves the character and integrity of adjacent development and neighborhoods, and (as required by the particular circumstances) includes improvements or modifications (either on-site or within the public rights-of-way) to mitigate development-related adverse impacts?
   We are adding screening to Mercer side of MFV to minimize its visual impact. We will attach photos when work is completed
5. Off-street parking? (if any, Mobile Food Vendors located in the Mercer District are exempt from providing additional parking but it may help)
   Isn't this somewhat of a repeat of 3? That was part of my confusion

6. Refuse and service areas? (All mobile food vendors shall: (1) Be equipped with an attached trash receptacle approved by the city's health authority; (2) Hold, store, and dispose of solid and liquid waste in a receptacle approved by the health authority and comply with any other applicable city code requirements; (3) Provide a trash receptacle for use by customers; and (4) Maintain the area around the mobile unit clear of litter and debris at all times.) We have an additional trash receptacle for MFV located behind our gate.

7. Utilities? ((a) Water provided or used by the mobile food vendor shall not come from a temporary connection to potable water. (b) Electricity shall be only from a generator or an electrical outlet via a portable cord that conforms to the city's electrical code and permitted by the electric provider.) MFV is plugged into approved outlet on adjacent power pole.

8. Screening and buffering, features to minimize visual impacts, and/or setbacks from adjacent uses? See question 4

9. Control of exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district? MFV only has small exterior light by patio at Acopon. All lights are off when business is closed.

10. Required yards and open space (Historic District)? ??

11. Height and bulk of structures? ??

12. Hours of operation? (Mercer District requirement: The mobile food vendor shall only operate during the operating business hours of the brick-and-mortar business of which the mobile food vendor is an extension or outlet.) MFV hours match Acopon Brewing hours

13. Noise? None. No generator or amplified music

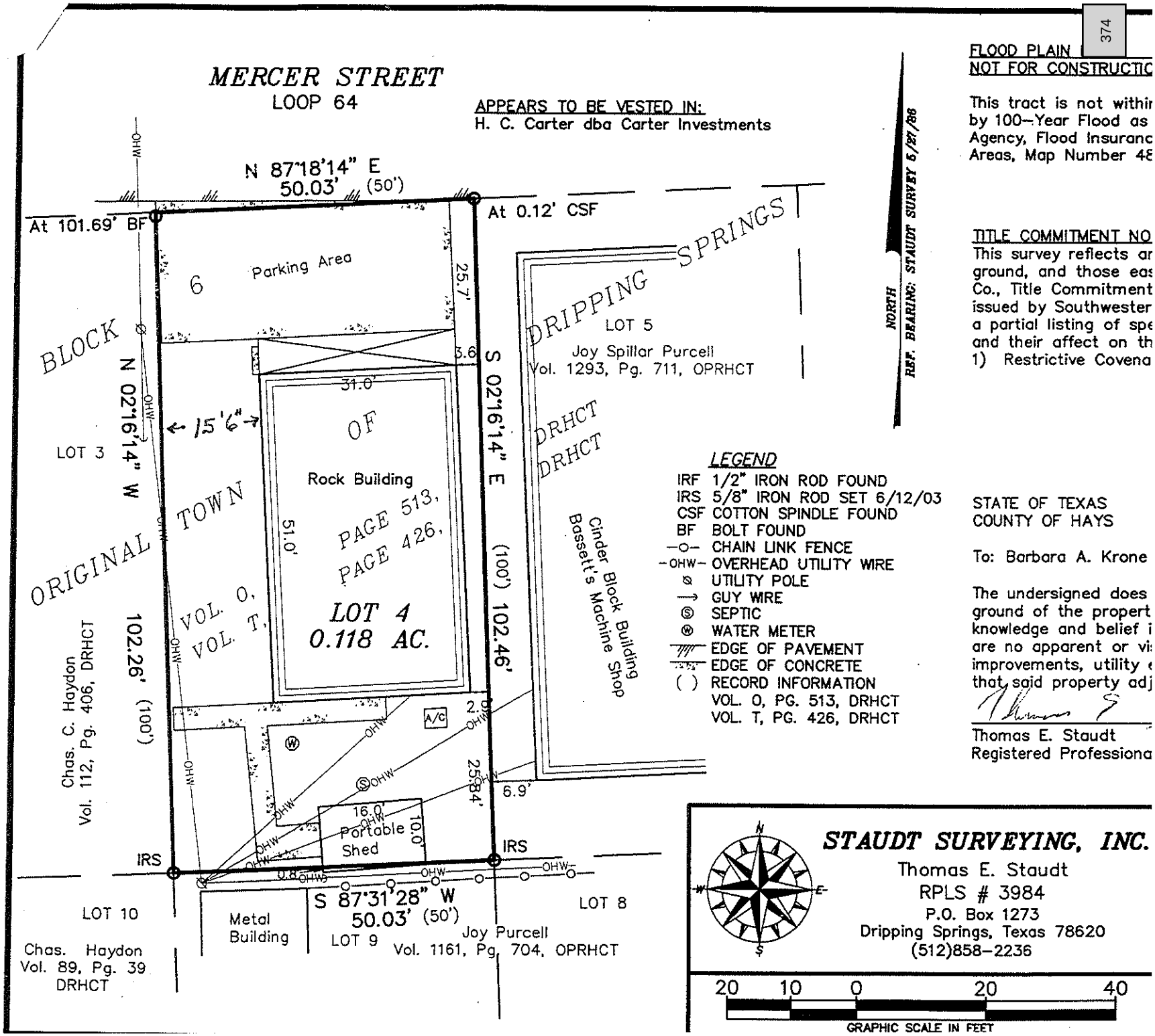
14. Odors? Wood smoke from pizza oven is minimal

15. Are you 150 feet away from other restaurants? Yes

16. explain how the mobile food vendor is a complimentary to Acopon.

MFV is on our property and access to the order window is from our patio. MFV hours match our business hours. We have come to realize how important food is to our existing customers and from potential customers as well. We receive several inquiries a week asking if we have food available at our brewery. Having this MFV has allowed us to increase our business. For example, we now host trivia on Thursdays from 6:30-9. People can come, have dinner and beer while playing trivia. Since trivia happens during "dinner time" having pizza available is critical to its success. Overall, we have documented a 25% increase in business from same time last year. We believe having MFV onsite accounts for part of that increase. Also, we surveyed our customers and found that a majority liked having food available and that influenced their decision to visit us. It's also worth noting that not one respondent indicated that they had any problem with buying food from a MFV or that they thought its presence had any negative impact on the street.

I know it is a lot but the more information the better.



FLOOD PLAIN
NOT FOR CONSTRUCTIO

This tract is not withi
by 100-Year Flood as
Agency, Flood Insuranc
Areas, Map Number 48

TITLE COMMITMENT NO
This survey reflects ar
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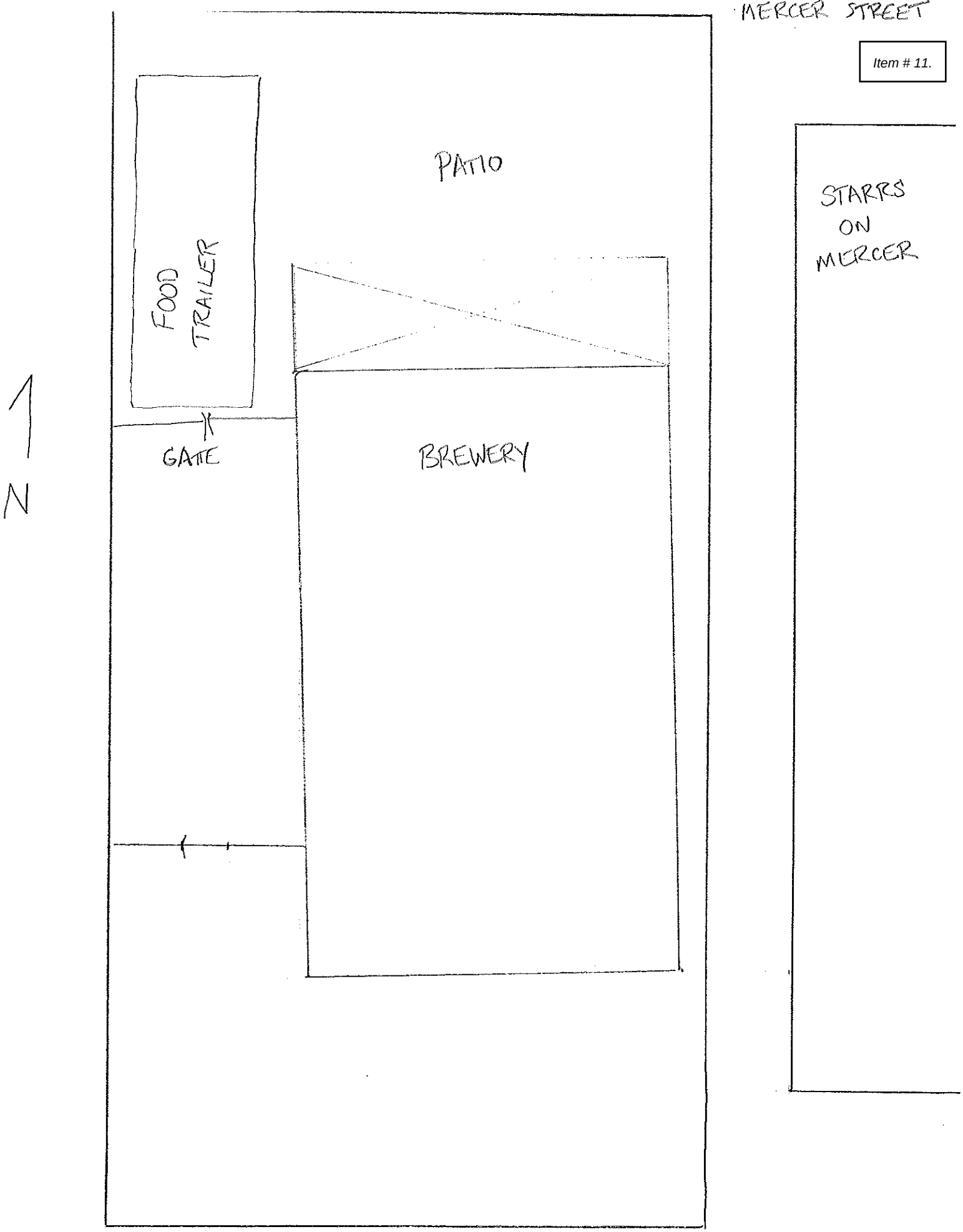
Co., Title Commitment
issued by Southwester
a partial listing of spe
and their affect on th
1) Restrictive Covena

STATE OF TEXAS
COUNTY OF HAYS

To: Barbara A. Krone

The undersigned does
ground of the propert
knowledge and belief i
are no apparent or vi
improvements, utility
that said property adj

Thomas E. Staudt
Registered Professiona


MERCER STREET
PATIO
FOOD TRAILER
GATE
BREWERY
STARRS ON MERCER
N

CITY OF DRIPPING SPRINGS

ORDINANCE No. _____

Conditional Use Permit

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR 211 MERCER STREET UNDER EXHIBIT A, ZONING ORDINANCE, SECTION 3.17, CONDITIONAL USE PERMIT AS ATTACHED IN EXHIBIT "A"; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER; SEVERABILITY; PUBLICATION; EFFECTIVE DATE; PROPER NOTICE & MEETING.

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to promote reasonable, sound, and efficient land use and development within the City of Dripping Springs ("City"); and

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City has the authority to regulate zoning within the City; and

WHEREAS, the City of Dripping Springs desires to approve a conditional use permit because of the unique nature of this property, and the land use is compatible with the permitted land uses in a given zoning district only under current conditions; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Dripping Springs:

1. FINDINGS OF FACT

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

2. ENACTMENT

The Conditional Use Permit is approved as presented in Exhibit "A" to this ordinance.

3. REPEALER

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. EFFECTIVE DATE

This Ordinance and Conditional Use Permit shall be effective immediately upon passage and publication.

6. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, a public hearing was held, and that public notice of the time, place and purpose of said hearing and meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED & APPROVED this, the ___ day of _____ 2021, by a vote of ___(*ayes*) to ____ (*nays*) to ___ (*abstentions*) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

_____
Andrea Cunningham, City Secretary

Attachment "A"

City of Dripping Springs | Conditional Use Permit

Granted to JCMC3 Holdings, LLC for a mobile food vendor court on a property that is currently zoned Commercial Services (CS) located at: 211 Mercer Street, Dripping Springs, Texas 78620

Approved by the City of Dripping Springs City Council on _____.

Operation of a mobile food vendor at the above-mentioned location is allowed pursuant to the following regulations:

1. Food vendors and customers shall have access to restroom facilities at Acopon Brewing Company
2. Hours of operation shall coincide with Acopon Brewing Company.
3. Property shall abide by all other applicable City regulations, including Zoning and Development Standards
4. This Conditional Use Permit automatically renews for successive two (2) year periods unless an objection is raised by the City Administrator based on either:
    a. A history of poor code compliance; or
    b. A revision to the Comprehensive Plan that renders the CUP incompatible
5. Conditional Use Permits for new uses/structures shall be deemed to have expired and shall become null and void if construction is not completed and occupation commenced within two years of the date the CUP was approved.
6. City Administrator may revoke the CUP for failure to comply with municipal regulations and the conditions placed on the use (City of Dripping Springs Zoning Ordinance Section 3.17.9).
7. Conditional Use Permit is effective _____.

HISTORIC PRESERVATION MANUAL
CERTIFICATE OF APPROPRIATENESS REVIEW

Date: **November 25, 2019**

Project: **"Acopon Brewing / Mobile Food Vendor"**
211 Mercer Street, Dripping Springs, TX 78620

Applicant: **JCMC3 Holdings LLC; John McIntosh** (512) 626-0086

Historic District: **Mercer Street Historic District**

Base Zoning: **CS-HO**
Proposed Use: N/A no change in proposed use.

Submittals:
- ■ Current Photograph
- ■ Concept Plan
- ☐ Exterior Elevations N/A
- ☐ Color & Materials Samples N/A
- ☐ Sign Permit Application (if applicable) N/A
- ☐ Building Permit Application
- ☐ Alternative Design Standards (if applicable) N/A

The following review has been conducted for the City of Dripping Springs to determine compliance and consistency with the City of Dripping Springs CODE OF ORDINANCES, Title 2 BUILDING AND DEVELOPMENT REGULATIONS, Chapter 24, BUILDING REGULATIONS, Article 24.07: HISTORIC PRESERVATION, Section 24.07.014: "CRITERIA FOR ISSUANCE OF CERTIFICATE OF APPROPRIATENESS."

Project Type & Description:

"Mobile Food Vendor" A proposed permanent Mobile Food Vendor trailer at **211 Mercer St**. (ca. 1996) "**Non-Contributing" Resource** and a **Low Preservation Priority**, cited as Resource Inventory ID #25 in the **Mercer St. National Register Historic District (NRHD)**.

Review Summary, General Findings: "Approval Recommended"

General Compliance Determination- ■ Compliant ☐ Non-Compliant ☐ Incomplete

Staff Recommendations / Conditions of Approval:

1. **Permits:** Obtain any necessary Permits from the City of Dripping Springs.

CERTIFICATE OF APPROPRIATENESS- Staff Review Summary:

Historic Resource Background /Survey Information:

(ID#25) 211 Mercer Street. "Senior Citizens Thrift Store" (Acopon Brewing). Non-Contributing.

"This front-gabled limestone building was constructed in 1996 as a thrift store by a local senior citizen's organization. It sits on the site of the former Breed's meat market. That original building was also used variously as a drugstore, café, radio and TV business, clothing store, cleaners, and office space. It was demolished to make way for the thrift store. Dudley's Wine Bar and Tap Room opened here in 2012. The current building does not date to the period of significance and therefore does not contribute to the historic district." (US Dept. of the Interior / Mercer Street NRHP Registration #13000504- 5/31/15)

"Acopon Brewing / Mobile Food Vendor"

This proposal is for a permanent Mobile Food Vendor operation. It requires a Conditional Use Permit, preconditioned by a supporting Certificate of Appropriateness. The Applicant seeks to make permanent the existing Mobile Food Vendor trailer already located on the property (see photos in COA Application).

Since the proposal is not for a building, nor does it impact or affect an existing Historic Resource (the property is Non-Contributing) typical building-specific design standards of the Mercer Historic District are not applicable. However, the general development standards, including the guiding vision & character statements, broad design principles & guidelines do apply. These, along with the "overall compatibility" determination vs. the Historic District (see detailed review below), become governing factors in this case.

Staff Review / Findings: "Approval with Conditions"

- 211 Mercer (Acopon) = "Non Contributing" Historic Resource… therefore "no impact or harm"
- Proposed MFV Trailer fits in well… tucked in & screened by landscape and fencing
- Proposed MFV is a "Complementary Extension" for the Brick & Mortar (Acopon brewery)
- "Retrovertable" improvement … (removal allows reversion to un-altered pre-existing conditions)

* * *

"Mercer Street Design and Development Standards:"

The proposal is found to be consistent with the applicable design and development standards (Comparative Summary Below), and "Approval with Conditions" is recommended.

Character/Vision: Consistent: "Preserve Historic Resources- Rehabilitation & Adaptive Re-Use; Promote Revitalization."

Design Principles: Consistent: "Promote Walkable Scale & Sidewalk Activity Zones; New Construction shall be compatible with surroundings."

Preferred Uses: Consistent: "Pedestrian Oriented; Full Mix of Uses allowed."

Site Planning & Building Placement: N/A- (Existing) Building Placement not affected.

Parking Arrangement: N/A- (Existing) Parking Arrangement* not affected.
*Note CUP required parking.

Building Footprint / Massing / Scale: N/A- (Existing) Building Footprint not affected.

Street Frontage / Articulation: N/A- No change to (Existing) Building @ Street Frontage

Porches: N/A- No change to existing Porches.

Roofs: N/A- No change to existing Roofs.

Materials: N/A- No change to existing Materials.

Color Palette: N/A- No change to existing Building Colors.

Tree Preservation: N/A- No proposed impact to existing trees.

Landscape Features: N/A- no existing landscape features affected.

* * *

CRITERIA FOR CERTIFICATE OF APPROPRIATENESS
(SECTION 24.07.014)

(a) **STANDARDS & DESIGN GUIDELINES OBSERVED**:
Project is guided by applicable Historic Preservation Standards and Design Guidelines.

See detailed summary above. ■ Compliant ☐ Non-Compliant ☐ Not Applicable

(b) **MINIMAL ALTERATION**:
Reasonable efforts made to adapt property requiring minimal alteration of building, structure, object site & environment. Separate MFV does not alter the existing building.

☐ Compliant ☐ Non-Compliant ☐ Not Applicable

(c) **ORIGINAL QUALITIES PRESERVED**:
Distinguishing original qualities or characteristics not destroyed. Removal or alteration of historic material or distinguishing architectural features avoided.

☐ Compliant ☐ Non-Compliant ☐ Not Applicable

(d) **PERIOD APPROPRIATENESS**:
Buildings, structures, objects, sites recognized as products of their own time. Alterations without historic basis or creating an earlier appearance discouraged.

☐ Compliant ☐ Non-Compliant ☐ Not Applicable

(e) **CUMULATIVE & ACQUIRED SIGNIFICANCE**:
Cumulative changes with acquired and contributing significance are recognized and respected.

☐ Compliant ☐ Non-Compliant ☐ Not Applicable

(f) **DISTINCTIVE STYLISTIC FEATURES & CRAFTSMANSHIP**:
Distinctive stylistic and characteristic features and examples of skilled craftsmanship are retained where possible.

☐ Compliant ☐ Non-Compliant ☐ Not Applicable

(g) **DETERIORATED ARCHITECTURAL FEATURES**:
Deteriorated architectural features repaired rather than replaced. Necessary replacements reflect replaced materials. Repair or replacement based on historical evidence not conjecture or material availability.

☐ Compliant ☐ Non-Compliant ☐ Not Applicable

(h) **NON-DAMAGING SURFACE CLEANING METHODS**:
Surface Cleaning Methods prescribed are as gentle as possible. No sandblasting or other damaging cleaning methods.

☐ Compliant ☐ Non-Compliant ☐ Not Applicable

(i) **ARCHEOLOGICAL RESOURCES PRESERVED:**
Reasonable efforts made to protect and preserve archeological resources affected by, or adjacent to project.

☐ Compliant ☐ Non-Compliant ☐ Not Applicable

(j) **CONTEMPORARY DESIGN- CONTEXT SENSITIVE & COMPATIBLE:**
Contemporary alterations & additions do not destroy significant historical, architectural, or cultural material and are compatible with the size, scale, color, material and character of the property, neighborhood or environment.

☐ Compliant ☐ Non-Compliant ■ Not Applicable

(k) **RETROVERSION- ESSENTIAL FORM & INTEGRITY UNIMPAIRED:**
Future removal of new additions & alterations will leave the essential form & integrity of building, structure, object or site unimpaired. MFV trailer, if removed, would result in the restoration of un-altered existing conditions.

■ Compliant ☐ Non-Compliant ☐ Not Applicable

(l) **PAINT COLORS- HISTORICAL BASIS:**
Paint colors based on duplications or sustained by historical, physical or pictorial evidence, not conjecture.

☐ Compliant ☐ Non-Compliant ■ Not Applicable

(m) **HISTORIC DISTRICT CONTEXT- OVERALL COMPATIBILITY:**
Construction plans are compatible with surrounding buildings and environment vis. height, gross volume and proportion. MFV does not negatively impact Historic District.

■ Compliant ☐ Non-Compliant ☐ Not Applicable

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS (SECTION 24.07.015)

(g) **EXPEDITED PROCESS FOR SMALL PROJECTS: ELIGIBILITY = "Eligible"**
Expedited process for small projects (cumulative costs < $10,000); must be **"No"** to all:

Building Footprint Expansion/Reduction?	☐ Yes	■ **No**
Façade Alterations facing Public Street or ROW?	☐ Yes	■ **No**
Color Scheme Modifications?	☐ Yes	■ **No**
Substantive/Harmful Revisions to Historic District?	☐ Yes	■ **No**

* * *

Please contact (512) 659-5062 if you have any questions regarding this review.

By: **Keenan E. Smith, AIA**

City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620
512-858-4725

STAFF REPORT

City of Dripping Springs

PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Kelly Schmidt, Parks & Community Services Director

City Council Meeting Date: March 9, 2021

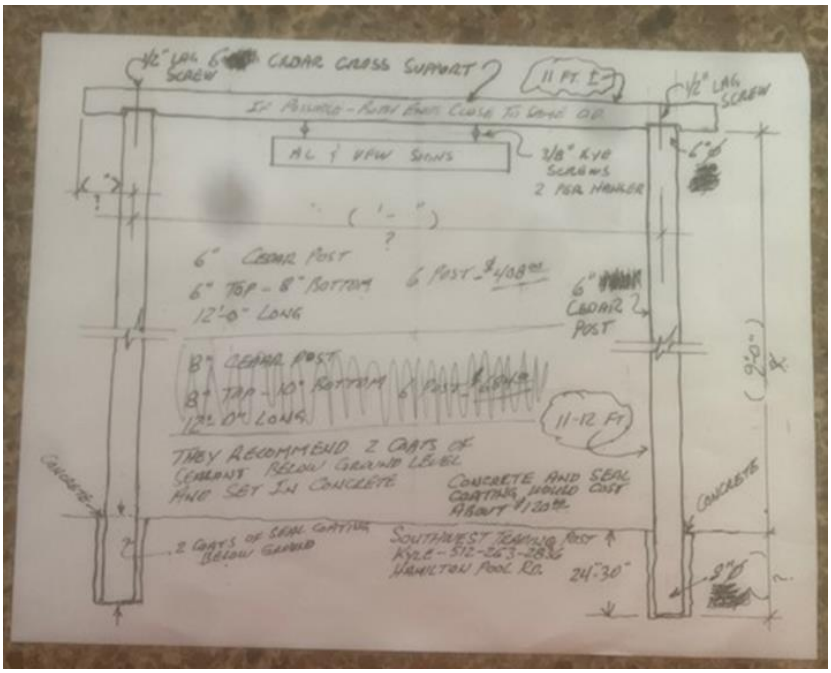
Agenda Item Wording: Discuss and consider approval of Eagle Scout Project to donate the Design, Funding, Construction/Installation of Veterans Memorial Park arches replacement.

Agenda Item Requestor: Wade King

Summary/Background: The Parks and Community Services department works with many scouts to provide projects that assist them with achieving distinguishing honors throughout their scouting careers.

JJ Guerrera has approached the city with a request to have the Parks and Community Services department and more specifically Veterans Memorial Park to be the beneficiary of his Eagle Scout Project. Details and specifics of his project are attached as supplemental information to this report.

JJ has been working with the various constituents of Veterans Memorial Park to guide him in his design.



Staff Recommendation: Staff recommends approval as presented however it is important to note that other improvements at the park have not been encouraged due to ongoing discussion about flood mitigation and other future engineering warranted at the site. The park is in a state of flux at the moment and its future use is uncertain.

Commission Recommendation: On March 1, 2021 the Dripping Springs Parks and Recreation Commission unanimously approved this proposed Eagle Scout project.

Attachments: Eagle Scout Service Project Proposal

Next Steps/Schedule: Inform applicant of City Council's decision

Eagle Scout Service Project Proposal

BOY SCOUTS OF AMERICA®

Eagle Scout candidate's name JJ Guerrero

Eagle Scout Requirement 5

While a Life Scout, plan, develop, and give leadership to others in a service project helpful to any religious institution, any school, or your community. (The project must benefit an organization other than Boy Scouting.) A project proposal must be approved by the organization benefiting from the effort, your unit leader and unit committee, and the council or district before you start. You must use the *Eagle Scout Service Project Workbook*, No. 512-927, in meeting this requirement.

Eagle Scout Service Project Proposal

Project Description and Benefit **Eagle Scout candidate:**

Briefly describe the project. Attach sketches or "before" photographs if these will help others visualize it.

Building 2 archways and Fixing a stone wall for the VFW

Tell how your project will be helpful to the beneficiary. Why is it needed?

Many vetrens want it to be done before they die.

When do you plan to begin work on the project? Jan 2nd

How long do you think it will take to complete? Jan 2nd

Giving Leadership

Approximately how many people will be needed to help on your project? 4

Where will you recruit them (unit members, friends, neighbors, family, others)? Explain:

Talking at scout meetings

What do you think will be most difficult about leading them?

Teaching them how to properly lay stone

Materials *(Materials are things that become part of the finished project, such as lumber, nails, and paint.)*

What types of materials, if any, will you need? You do not yet need a detailed list of exact quantities, but you must show you have a reasonable idea of what is required.

Concrete lag screw cedar post I hooks Seal

Supplies *(Supplies are things you use up, such as masking tape, tarps, and garbage bags.)*

What kinds of supplies, if any, will you need? You do not yet need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required.

shovels post hole digger paint brush rock bar drill battery water

Eagle Scout Service Project Proposal

Tools

What kinds of tools, if any, will you need? Shovels post holedigger drill cement mixer rock bar

Permits and Permissions

(Note that property owners normally secure permits.)

Will you need to secure permissions or permits (for example, building permits)? Who will obtain them? How much will they cost? How long will it take to secure them?

Building permit from city help from VFW

Preliminary Cost Estimate

(You do not need exact costs. Reviewers will just want to see if you can reasonably expect to raise enough money to cover an initial estimate of expenses.)

(Enter your estimated expenses) **Fundraising** *Explain where you will get the money for total costs indicated below, left.*

Items	Cost
Materials	430
Supplies	
Tools	
Other*	food
Total costs:	0

- 30 $

**Such costs as food, water, gasoline, parking, permits, equipment rental, sales tax, etc.*

Project Phases

Think of your project in terms of phases and list what they might be. The first might be to complete your final plan. Others might include fundraising, preparation, execution, and reporting. You may have as many phases as you want, but it is not necessary to become overly complicated.

1. Pull out old arch way
2. Clean out holes
3. Put arch way together
4. put arch way w/ concrete in holes
5. Screw on banner
6. Fix rock wall
7. done
8.

Logistics

(A Tour Plan has also been called a "Tour Permit." Check with your council service center to determine if one is required.)

How will you handle transportation of materials, supplies, tools, and helpers? Will you need a Tour Plan?

Meet at the triangle parking is supplied, I own all the tools

Eagle Scout Service Project Proposal, continued

Safety Issues

(The Guide to Safe Scouting *is an important resource in considering safety issues.)*

Describe the hazards and safety concerns you and your helpers should be aware of as this project is conducted.

Drills are scary concrete mixer is spinning

Further Planning

(You do not have to list every step, but it must be enough to show you have a reasonable idea of how to complete a final plan.)

List some action steps you will take to complete a final plan. For example, "Complete a more detailed set of drawings."

Candidate's Promise *(Signed before approvals below are granted)*

On my honor as a Scout, I have read this entire workbook, including the "Message to Scouts and Parents or Guardians" on page 21. I promise to be the leader of this project, and to do my best to carry it out for the maximum benefit to the religious institution, school, or community I have chosen as beneficiary.

Signed _____ Date 11-10-20

Unit Leader Approval*	Unit Committee Approval*
I have reviewed this proposal and discussed it with the candidate. I believe it provides impact worthy of an Eagle Scout service project, and will involve planning, development, and leadership. I am comfortable the Scout understands what to do, and how to lead the effort. I will see that the project is monitored, and that adults or others present will not overshadow him.	This Eagle Scout candidate is a Life Scout, and registered in our unit. I have reviewed this proposal, I am comfortable the project is feasible, and I will do everything I can to see that our unit measures up to the level of support we have agreed to provide (if any). I certify that I have been authorized by our unit committee to provide its approval for this proposal.
Signed Date	Signed Date

Beneficiary Approval*	Council or District Approval
This service project will provide significant benefit, and we will do all we can to see it through. We realize funding on our part is not required, but we have informed the Scout of the financial support (if any) that we have agreed to. We understand any fundraising he conducts will be in our name and that funds left over will come to us. We will provide receipts to donors as required.	I have read sections 9.0.2.0 through 9.0.2.15, regarding the Eagle Scout Service Project, in the *Guide to Advancement,* No. 33088. I agree on my honor to apply the procedures as written, and in compliance with the policy on "Unauthorized Changes to Advancement." Accordingly, I approve this proposal. I will encourage the candidate to complete a final plan and further encourage him to share it with a project coach.
Signed Date	Signed Date

**While it makes sense to obtain them in the order they appear, there shall be no required sequence for the order of obtaining approvals marked with an asterisk (*). However, council or district approval must come after the others.*

Contact Information

Eagle Scout Candidate

Full legal name: Jefferson James Guerrero	Birth date: 03-19-03	BSA PID No.*:
Email address: JJrockstar45@gmail.com		
Address: 507 Golden Eagle lane	City: Dripping Springs	State: TX	Zip: 78620
Preferred phone Nos.: 512 906 9352	Life board of review date:	

*Personal ID No., found on the BSA membership card

Current Unit Information

Check one: ☑ Troop ☐ Team ☐ Crew ☐ Ship	Unit No. 280
District name: Orange	Council name: Occoneechee

Unit Leader Check one: ☐ Scoutmaster ☐ Varsity Coach ☐ Crew Advisor ☐ Skipper

Name:	Preferred phone Nos.:		
Address:	City:	State:	Zip:
Email address:		BSA PID No.:	

Unit Committee Chair

Name:	Preferred phone Nos.:		
Address:	City:	State:	Zip:
Email address:		BSA PID No.:	

Unit Advancement Coordinator

Name:	Preferred phone Nos.:		
Address:	City:	State:	Zip:
Email address:			

Project Beneficiary *(Name of religious institution, school, or community)*

Name:	Preferred phone Nos.:		
Address:	City:	State:	Zip:
Email address:			

Project Beneficiary Representative (Name of contact for the project beneficiary)

Name:	Preferred phone Nos.:		
Address:	City:	State:	Zip:
Email address:			

Your Council Service Center

Council name: Occoneechee		Phone No.: 919-872-4884	
Address: P.O. Box 41229	City: Raleigh	State: NC	Zip: 27629
Email address: (Eagle Service Desk) tiffany.adams@scouting.org			

Council or District Project Approval Representative
(Your unit leader, unit advancement coordinator, or council or district advancement chair may help you learn who this will be.)

Name: Alfred Reid	Preferred phone Nos.: 919-929-1271 (after 6:00 pm)		
Address: 307 Bolin Creek Drive	City: Carrboro	State: NC	Zip: 27510
Email address: areid@med.unc.edu			

Project Coach
(Your council or district project approval representative may help you learn who this will be.)

Name:	Preferred phone Nos.:		
Address:	City:	State:	Zip:
Email address:			

DONATION AGREEMENT
BETWEEN THE CITY OF DRIPPING SPRINGS & EAGLE SCOUT JJ GUERRERO

This Agreement by and between the City of Dripping Springs, Texas, a Type A, general-law municipality incorporated pursuant to the laws of the State of Texas and located in Hays County, Texas, (the "City") and **JJ Guerrero** providing for the requirements for and process of conveying and accepting donations to the City.

WHEREAS, the City is a general-law Type A municipality incorporated pursuant to the statutes of the State of Texas, and as such is authorized to accept donations for the benefit of the City; and

WHEREAS, the City is eligible under United States Internal Revenue Code Section 170(c)(1) to receive tax-deductible charitable contributions; and

WHEREAS, the City has express authority to contract with other persons pursuant to section 51.014 of the Texas Local Government Code; and

WHEREAS, the City of Dripping Springs encourages the donation of charitable contributions to the City for the benefit of the City and is residents; and

WHEREAS, the City Council finds that this Agreement will ensure complete implementation of a Donation; and

WHEREAS, the City Council finds that the following provisions are reasonable and necessary for the acceptance of donations.

NOW THEREFORE, for and in consideration of the mutual covenants and obligations hereinafter set forth, and for other good and valuable consideration the City and Donor herein bargain, covenant, and agree with one another as follows:

A. Purpose

This Agreement serves as a statement or exchange of promises between the City and Donor. It is enacted to provide clear responsibilities and duties for the conveyance of a Donation by Donor and acceptance of a Donation by the City. The Agreement will ensure that each Donation accepted by the City is in the best interest of the City and its citizens.

B. Definitions

(1) ***Agreement:*** a statement or exchange of promises between the City and any Donor.

(2) ***City:*** the City of Dripping Springs, an incorporated Type A, general-law municipality located in Hays County, Texas.

(3) ***City Administrator:*** the chief administrative officer of the City, or the officer's designee.

(4) ***Donation:*** any monetary or nonmonetary gift, grant, devise or bequest to the City. A monetary donation includes cash or a check, money order or other negotiable instrument. A nonmonetary donation includes real or personal property.
(5) ***Donation Form:*** a document in a form approved by the City Administrator representing a donation conveyed to the City, including the value of the donation.
(6) ***Donor:*** a person who gives a gift through a trust or charitable contribution.
(7) ***In-Kind:*** payment or Donation made in the form of goods or services, rather than cash.
(8) ***Labor:*** physical or mental exertion or productive activity that satisfies a City need.
(9) ***Land:*** real property (i.e., real estate), including any fixtures or improvements upon and all water / mineral rights (unless expressly excluded).
(10) ***Materials:*** Goods or products that satisfy a City need.
(11) ***Person:*** a human individual, sole proprietorship, partnership, corporation, nonprofit corporation, foundation or unincorporated association, agency.
(12) ***Project:*** an endeavor or undertaking for which a Donation is proposed, which is reasonably anticipated to benefit: (a) the City as an organization: (b) the citizenry, including residents, voters, and guests; or (c) the community at-large.
(13) ***Tax Deduction:*** An expense, such as a charitable contribution, that can be deducted from one's taxable income.

C. Donation Form
The Donation Form is Attached. (*Attachment "A"*).

D. Accounting for Donation
The City will account for this Donation through a mechanism determined by the City.

E. Tax-Deductible Contributions
(1) Only upon completion and submission of a Donation Form to the City will Donor be eligible to receive a Tax Deduction for the Donation of a charitable contribution.
(2) If the Donor does not complete and submit a Donation Form to the City, sign this Agreement, and complete the Donation, the City will not release any documents certifying the Donations.
(3) Nothing in this Agreement shall be interpreted of imposing responsibility or accountability upon the City for the accuracy of the estimated value of the Donation received, unless the City expressly agrees in writing to participate in the approximation of value through: (1) a public auction, (2) competitive bidding, (3) receipts provided (retail or wholesale) documenting the Donor's actual costs, or (4) a commonly utilized and clearly established methodology of determining fair market value.
(4) The City is relieved from any and all responsibility and liability for estimating or calculating the value of the Donation received.

F. Donation Amount
By signing this Agreement Donor is acknowledging that:
(1) The amount of the Donation is $600 for a refurbishment of two archways located at Veterans Memorial Park;
(2) The anticipated cost for the entire project proposed as the subject of the Donation is not estimated to exceed $600 and/or

(3) The project proposed as the subject of the Donation is anticipated 60 days to reach substantial completion; and
(4) The Donation does not unnecessarily burden the City or unreasonably encumber the funds contributed.

G. Donation Completion

(1) By signing this Agreement Donor agrees to:
- **a.** Fully complete the Donation.
- **b.** Complete the Donation within the timeframe specified under the Term of this Agreement.
- **c.** Fund the cost of completing the Donation and refund the City any amount of funds it has lost or expended in expectation of timely compliance of the Donation if a project is not timely completed.
- **d.** Provide documentation specifically listing all gifts that the Donation will include.
- **e.** Relieve the City from any and all responsibility for estimating or calculating the value of the Donation received.

(2) If the City has received the Donation Form and a signed copy of this Agreement, the City agrees to release any and all documents certifying the Donation upon completion of the Donation.

H. Contact Information

(1) Donor will at all times maintain the following points of contact:

Donor: JJ Guerrera
Phone: 512-906-9352
Facsimile: n/a
Alternate Phone:
E-Mail: guerrero4.jg@gmail.com
Mailing Address: 507 Golden Eagle Lane, Dripping Springs, TX 78620

(2) The primary point of contact under this Agreement for the City shall be:

City Administrator: Michelle Fischer
Phone: (512) 858-4725
Facsimile: (512) 858-5646
Alternate Phone:
Email: mfischer@cityofdrippingsprings.com
Mailing Address: PO Box 984
Dripping Springs, Texas 78620-0384

I. Term

The term of this Agreement shall be for the duration for the life of the repair and replacement of the quality of the arches unless otherwise agreed to in writing by both parties through an amendment to this Agreement.

J. Effective date

This agreement takes effect [_____] and upon receipt of donation acquisition funds.

K. Indemnification

DONOR AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY DAMAGES OCCURRING FROM THE ALLEGED NEGLIGENCE OF DONOR, HIS AGENTS, VOLUNTEERS, SERVANTS AND EMPLOYEES.

L. Transferability

Except as may otherwise be expressly provided herein, the rights and obligations created by this Agreement may not be transferred or assigned to another party without the express written consent of the City and Donor.

M. Governing Law

The laws of the State of Texas shall govern any disputes or conflicts that arise under the terms of this Agreement. The venue for all legal actions involving this Agreement shall be Hays County.

N. Entire Agreement

This document represents the entirety of the agreement between the City and Donor. No oral or other written contracts outside of this Agreement shall have any affect unless they are approved in writing by both parties and made a part of this Agreement.

O. Other Documents

The City and Donor agree to execute such further documents, and to take such further acts, as may be necessary or required to carry out the terms of this Agreement.

P. Amendments

This Agreement may be amended only by an instrument in writing signed by the City and Donor.

Q. Severability

The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any agency or court of competent jurisdiction to be unenforceable, invalid or unlawful for any reason, the remainder of this Agreement shall not be affected thereby.

R. Third Party

Except as herein specifically and expressly provided, the terms and provisions of this Agreement are for the sole benefit of the City and Donor, and no third party whatsoever is intended to benefit here from.

S. Authorization

The City represents and warrants to, and covenants with Donor that:

(1) The execution, delivery and performance of this Agreement by the executing officer have been duly authorized. This Agreement has been duly and validly executed and delivered by the executing officer on behalf of the City, and constitutes a valid and binding obligation, enforceable against the City in accordance with its terms.

(2) No consent or approval of any third party, including, without limitation, any governmental authority, is required in connection with the execution, delivery or performance of this Agreement. The execution and delivery of this Agreement, and the performance of the obligations and consummation of the transactions contemplated herein do not and will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under any contract, indenture, mortgage, loan agreement, lease, joint venture or other agreement or instrument to which the City is a party or by which the City or any of its respective properties are bound, or result in any violation by it of any law, order, rule or regulation of any court or governmental agency or body. The City is not in material violation of any law, ordinance, governmental rule or regulation or court decree to which it may be subject, nor has it failed to obtain and maintain in full force and effect any license, permit, certificate, franchise or other governmental authorization necessary to the ownership of its respective property or to the conduct of its operations under this Agreement.

Commented [LM1]: This has been approved by the VFW and Parks already?

Executed this, the ____ day of _____ 2021.

City of Dripping Springs:

by _____
Bill Foulds, Jr., Mayor

Donor:

by _____
[Donor]

STAFF REPORT

City of Dripping Springs

PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Kelly Schmidt, Parks and Community Services Director

City Council Meeting Date: March 9, 2021

Agenda Item Wording: Discuss and Consider Approval of the creation of a Part-time Farmers Market Assistant/Specialist Position

Agenda Item Requestor: Taline Manassian

Summary/Background: For the past two years staff has been challenged with consistent staffing coverage of the weekly Dripping Springs Farmers Market in addition to the Farmers Market Manager. Even with supplemental assistance from the Parks and Community Services Events & Programs Coordinator (day of Market) and Director there remains a need for support staff solely dedicated to the operations and "day of" logistics of the Farmers Market.

While the PCS Events and Programs Coordinator has been fulfilling the role and helping with Farmers Market, the assistance will cease at the end of March when her duties convey to serving the role of Coyote Kids Day Camp Director.

Recommendations: Farmers Market Board & Staff The Dripping Springs Farmers Market Board unanimously recommended approval of a part-time Market Assistant position funded at 10hrs per week using Farmers Market revenues. Another agenda item is the Board's recommendation for a budget amendment to the Farmers Market Budget to pay for this position. Staff also recommends approval of the creation of the position and its funding through the Farmers Market budget.

Attachments: Dripping Springs Farmers Market Assistant draft job description

Next Steps/Schedule: Advertise for the opportunity and hire for the role.

FARMERS MARKET SPECIALIST
Part-Time

A. GENERAL PURPOSE

The Farmers Market Assistant's general purpose is to assist the Farmers Market Manager and cover Farmers Market duties when the Farmers Market Manager is unavailable. This position is also charged with providing administrative assistance to the Farmers Market Manager and work at the Farmers Market each Wednesday afternoon.

B. ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Provides administrative assistance to the Farmers Market Manager.
2. Assists with setting up Farmers Market including setting out signs, checking needed equipment, maintaining inventory of printed materials.
3. Staffs Farmers Market including greeting shoppers, answering questions, monitoring parking lot, and assisting vendors.
4. Closes Farmers Market including clearing area, collecting rented items, loading market supplies, and monitoring vendors.
5. Attends and assists at Farmers Market Board meetings.
6. Assists with creation of marketing materials, social media, and website content.
7. Other duties as assigned.

C. SUPERVISION RECEIVED

Under the supervision of the Farmers Market Manager and Parks and Community Services Director.

D. EDUCATION, EXPERIENCE, AND CERTIFICATIONS

1. Strong organization, communication, and public relations required.
2. Ability to establish and maintain effective working relationships with City employees, City officials, vendors, and general public.
3. Ability to handle and maintain confidential and sensitive information while maintaining confidentiality.
4. Ability to communicate effectively orally and in writing.
5. Ability to work independently and exercise good judgment.
6. Experience in customer service.
7. Proficient in marketing via social media platform channels, in various software systems (Microsoft Office) to promote the Farmers Market.

E. TOOLS AND EQUIPMENT USED

Point of Sale and Recreation Program Registration computer software system (Activenet), Microsoft Office, water safety equipment, calculator, tents, basic cleaning equipment, and farmers market equipment.

F. SPECIAL REQUIREMENTS

1. A valid state driver's license.
2. While performing the duties of this job, the employee is frequently required to sit, communicate, use hands; and reach with hands and arms.
3. The employee must occasionally carry, lift, hold, push and/or pull up to 50 pounds of office supplies, files, equipment and furniture.
4. Must have reliable transportation.

G. WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to perform the essential functions if needed. The employee regularly works in outside weather conditions; works in both indoor and outdoor environments; and has exposure to extreme weather conditions.

H. WORK HOURS

The Farmers Market Assistant position will have hours primarily on Wednesdays and Thursdays to assist with the Farmers Market but may also be assigned additional hours based on the needs of the Farmers Market. This position is also expected to attend Farmers Market Board meetings. This position is part-time, non-exempt and eligible for overtime pursuant to the needs of the City, if the employee works more than forty (40) hours in a seven (7) day work period, and at the direction of the Farmers Market Manager and Parks and Community Services Director. Any overtime hours performed must be preapproved by the Farmers Market Manager or Parks and Community Services.

I. SALARY

Salary is commensurate with the position. Pay days will be the days as listed in the current CITY OF DRIPPING SPRINGS PERSONNEL MANUAL.

J. BENEFITS

Benefits shall be in accordance with those outlined in the "CITY OF DRIPPING SPRINGS PERSONNEL MANUAL", as may be modified by the employee's offer letter and subsequent revisions to the Manual.

K. EQUAL OPPORTUNITY EMPLOYER

The City's employment decisions are made without regard to race, color, religion, sex, age, national origin, sexual orientation, handicap, or marital status. Discrimination or harassment against any person in recruitment, examination, appointment, training, promotion, discipline, or any other aspect of personnel administration because of political or religious opinions or affiliations, membership or non-membership in employee organizations, or

because of race, color, national origin, age, disability, veteran status, sex, or marital status is prohibited. If you would like to arrange for accommodations, we encourage you to contact Michelle Fischer at (512) 858-4725.

Please note: *This Position Description is not a contract, and shall not be construed to alter an employee's at-will relationship. The terms and conditions of any employee's position with the City may be altered by the City Council at any time. To the extent reasonably possible, this Job Description, the Personnel Manual, and the employee's Offer Letter shall be read together in harmony. If there are conflicts between this Position Description, the Personnel Manual, and the employee's Offer Letter, the most specific term or condition of employment shall govern.*

Proposed Budget Amendment
March 9, 2021

General Fund-

EXPENSES

- Program and Events Line item of $2,200.00 moved to DSRP for Program Supplies. This was unintentionally left off the September 8, 2020 Budget Amendment when Camp Revenue and Camp Staff expense was moved to DSRP. The Camp Revenue moved to DSRP covered this expense.

Farmers Market

REVENUES

- Increased Booth Fees revenues by $1,802 to $26,500.00

EXPENSES

- Added $4,050.00 for Farmers Market Specialist position
- Added additional Payroll tax expense of $435.00

Dripping Springs Ranch Park

EXPENSES

- Added a line item for Programs and Events in the amount of $2,200.00 for Camp and Program supplies that should have been accounted for in the September 8th Budget Amendment transfer. The funds were included in the revenues that moved over to DSRP.
- The supplies account was reduced by $2200.00 to populate the Programs and Events supplies line item.

DS Farmers Market
Proposed FY21 Budget Amendment
March 9, 2021

	Current	Proposed	Change
Balance Forward	34,519.84	35,926.28	1,406.44
Revenues			
FM Sponsor	1,000.00		
Grant & Donations Income	1,000.00		
FM Booth	24,698.00	26,500.00	1,802.00
FM App Fee	1,482.00		
Interest Income	449.22		
Market Events	300.00		
Total Revenues	63,449.06	66,657.50	3,208.44
Expenses			
Advertising Expense	5,000.00	2,600.00	-2,400.00
FM Manager	29,278.08		
FM Specialist		4,050.00	4,050.00
Payroll Tax Expense	2,401.77	2,837.61	435.84
TMRS Contribution	1,762.54		
Entertainment and Activities	1,000.00		
Dues and Subscriptions Exp	200.00		
Market Events	500.00		
Training	200.00		
Office Expense	200.00		
Supplies Expense	400.00		
Other Expense	100.00		
Capital Fund	22,406.67		
Total Expenses	63,449.06	65,534.90	2,085.84
Balance Forward		***1,122.60***	

CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2021-_____

BUDGET AMENDMENT

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CURRENT 2020-2021 FISCAL YEAR BUDGET; FINDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to amend and otherwise modify the City's budget for Fiscal Year 2020-2021; and

WHEREAS, the City has had an increase in volume at the Farmers Market and desires to add an additional position in order to assist at the Farmers Market; and

WHEREAS, expenses related to Coyote Kids Camp have been moved to the Dripping Springs Ranch Park where the camp is located; and

WHEREAS, the City Council finds that the proposed Budget Amendment is for legitimate municipal purposes, and thus is statutorily authorized by Texas Local Government Code section 102.010; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the city and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Texas Local Government Code Section 101.002, the City Council may manage and control the finances of the municipality; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt an ordinance amending the current budget.

NOW, THEREFORE, BE IT ORDAINED by the Dripping Springs City Council, that:

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein. The City of Dripping Springs' budget for Fiscal Year 2020-2021 shall

read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

2. BUDGET AMENDMENTS

The City of Dripping Springs' budget for Fiscal Year 2020-2021 shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Budget changes include:

Farmers Market Budget Changes:

Increased Budgeted Personnel adding Farmers Market Specialist
Increased actual FM Booth receipts
Decreased Advertising expenditures

General Fund

Reduced Program Supplies by $2,200.00 to $0.

Dripping Springs Ranch Park

Added a line item for Programs and Events in the amount of $2,200.00 for Camp and Program supplies that should have been accounted for in the September 8th Budget Amendment transfer. The funds were included in the revenues that moved over to DSRP.

General Supplies was reduced by $2,200.00 to populate the Programs and Events supplies line item.

3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with

jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. NOTICE TO COUNTY

The City Secretary has hereby been directed to file this Budget Amendment in the office of the County Clerk in Hays County pursuant to Chapter 102 of the Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication as provided for by law.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the 9th day of March, 2021 by a vote of ___ (*ayes*) to ___ (*nays*) to ___ (*abstentions*) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Bill Foulds, Jr., Mayor

ATTEST:

_____
Andrea Cunningham, City Secretary

City of Dripping Springs
Proposed
FY21 Budget Amendment
March 9, 2021

	Current	Proposed	Proposed
Balance Forward	411,619.99		
Revenue			
AD Valorem	1,591,317.76		
AV P&I	4,000.00		
Sales Tax	3,514,931.20		
Mixed Beverage	58,000.00		
Alcohol Permits	5,000.00		
Fire Inspections	10,000.00		
Bank Interest	35,000.00		
Development Fees:			
Subdivision	622,200.00		
Site Dev	194,900.00		
Zoning/Signs/Ord	65,000.00		
Building Code	1,000,000.00		
Transportation			
Solid Waste	36,000.00		
Health Permits/Inspections	45,000.00		
Municipal Court	250.00		
Other Income	40,000.00		
TXF from Capital Improvements	0.00		
TXF DSRP On Call	10,400.00		
TXF from HOT	2,200.00		
FEMA Dam Repair	75,000.00		
Total	7,720,818.95	7,720,818.95	
Expense			
Supplies	25,000.00		
Office IT Equipment and Support	59,000.00		
Software Purchase, Agreements and Licenses	205,842.96		
Website	6,625.00		
Communications Network/Phone	25,000.00		
Miscellaneous Office Equipment	6,000.00		
Utilities:			
Street Lights	20,000.00		
Streets Water	4,000.00		
Office Electric	4,000.00		
Office Water	650.00		
Stephenson Electric	1,500.00		
Stephenson Water	500.00		
Transportation:			
Improvement Projects	367,004.00		
Street & ROW Maintenance	175,000.00		
Street Improvements	250,000.00		
Office Maintenance/Repairs	10,860.00		
Stephenson Building & Lawn Maintenance	5,500.00		
Maintenance Equipment	9,000.00		
Equipment Maintenance	1,675.00		
Maintenance Supplies	4,525.00		
Fleet Acquisition	39,800.00		
Fleet Maintenance	13,350.00		
City Hall Improvements	5,000.00		
Maintenance Uniforms	1,575.00		
Special Projects:			
Family Violence Ctr	7,000.00		
Lighting Compliance	2,000.00		
Economic Development	5,000.00		
Records Management	1,000.00		
Government Affairs	10,000.00		
Stephenson Parking Lot Improvements	0.00		
Stephenson Building Rehabilitation	14,000.00		
OFR Grant Writer	7,500.00		
Future Land Use Plan	50,000.00		
Land Acquisition	45,401.30		
Downtown Bathroom	100,000.00		
Public Safety:			
Emergency Management Equipment	390.00		
Emergency Equipment Fire & Safety	996.00		
Emergency Mgt PR	4,000.00		
Emergency Equipment Maintenance&Service	18,371.00		
Animal Control	3,400.00		

City of Dripping Springs
Proposed
FY21 Budget Amendment
March 9, 2021

	Current	Proposed	Proposed
Public Relations	5,000.00		
Postage	3,500.00		
TML Insurance:			
Liability	14,769.00		
Property	25,034.00		
Workers' Comp	22,026.00		
Dues, Fees, Subscriptions	30,000.00		
Public Notices	6,000.00		
City Sponsored Events	5,000.00		
Election	2,000.00		
Salaries	1,831,548.46		
Taxes	144,721.46		
Benefits	203,667.92		
Retirement	104,589.99		
DSRP Salaries	315,328.00		
DSRP Taxes	26,358.19		
DSRP Benefits	44,770.70		
DSRP Retirement	18,070.87		
Professional Services:			
Financial Services	90,000.00		
Engineering	70,000.00		
Special Counsel and Consultants	74,000.00		
Muni Court	15,500.00		
Bldg. Inspector	920,000.00		
Health Inspector	45,000.00		
Architectural and Landscape Consultants	5,000.00		
Historic District Consultant	3,000.00		
Lighting Consultant	1,000.00		
Human Resource Consultant	10,000.00		
Training/CE	38,979.07		
Code Publication	6,047.00		
Mileage	2,000.00		
Miscellaneous Office Expense	10,000.00		
Bad Debt Expense	5,000.00		
Contingencies/Emergency Fund	456,519.34		
TXF to Reserve Fund	162,328.76		
TXF AV to TIF	169,379.41		
TXF to TIRZ	250,000.00		
Sales Tax TXF to WWU	635,614.99		
SPA & ECO D TXF	309,242.00		
TXF to DSRP	43,286.21		
TXF to Capital Improvement Fund			
Total	7,634,746.63	7,634,746.63	

City of Dripping Springs
Proposed
FY21 Budget Amendment
March 9, 2021

	Current	Proposed	Proposed
PARKS			
Revenue			
Sponsorships and Donations	25,000.00		
Programs and Events			
Aquatics Program Income	33,950.00		
Pool and Pavilion	13,900.00		
Park Rental Fees	1,650.00		
TXF from Parkland Dedication	172,200.00		
TXF from Landscaping Fund	6,500.00		
TXF from Contingency Funds			
TXF from DSRP			
Total Revenue	253,200.00	253,200.00	
Expense			
Other			
Park Consultants			
Pool Operations			
Park Supplies			
Dues Fees and Subscriptions	2,719.06		
Parks Activity Guide	5,000.00		
DS Ranch House Furniture & Equipment			
Total Other	7,719.06	7,719.06	
Public Improvements			
All Parks	50,000.00		
Founders Park	51,700.00		
S & R Park	62,000.00		
Charro Ranch Park			
DS Ranch Park			
Total Improvements	163,700.00	163,700.00	
Utilities			
Portable Toilets	5,780.00		
Triangle Electric	650.00		
Triangle Water	475.00		
S&R Park Water	13,000.00		
SRP Electric	1,200.00		
FMP Pool/ Pavilion Water	5,000.00		
FMP Pool//Electricity	6,500.00		
Pool Phone/Network	1,200.00		
DS Ranch Park Electricity			
DS Ranch Park Phone/Network			
DS Ranch Park Septic			
Total Utilities	33,805.00	33,805.00	
Maintenance			
General Maintenance (All Parks)	250.00		
Trail Washout repairs	500.00		
Equipment Rental	1,000.00		
Founders Park/Pool	17,250.00		
S&R	14,020.00		
Charro Ranch Park	10,945.00		
Triangle/ Veteran's Memorial Park	800.00		
DSRP			
Total Maintenance	44,765.00	44,765.00	
Supplies			
General Parks	4,000.00		
Charro Ranch Supplies	200.00		
Founders Park Supplies	10,375.00		
Program and Events	2,200.00	0.00	-2,200.00
DSRP & Ranch House Supplies			
S&R Supplies	200.00		
Total Supplies	16,975.00	14,775.00	-2,200.00
Camp Staff			
Aquatics Staff	72,308.26		
Total Staff Expense	72,308.26	72,308.26	
Total Parks Expenditures	339,272.32	337,072.32	

City of Dripping Springs
Proposed
FY21 Budget Amendment
March 9, 2021

	Current	Proposed	Proposed
FOUNDERS DAY			
Balance Fwd	26,392.83		
Revenue			
Craft booths/Business Booths	6,500.00		
Food booths	1,100.00		
BBQ cookers	4,600.00		
Carnival	9,500.00		
Parade	3,750.00		
Sponsorship	63,600.00		
Parking concession	1,700.00		
Electric	2,400.00		
Misc			
Total	119,542.83	119,542.83	
Expense			
Publicity	8,500.00		
Porta-Potties	6,500.00		
Security	20,000.00		
Barricades/Traffic Plan	19,874.00		
Bands/Music/Sound	15,000.00		
Clean Up	4,600.00		
Postage/Supplies/Misc.	7,000.00		
Sponsorship	5,000.00		
Parade	650.00		
Tent,Tables & Chairs	4,500.00		
Electricity	1,800.00		
FD Electrical Setup	4,600.00		
Contingencies	21,518.83		
Total expenses	119,542.83	119,542.83	
Balance Fwd	0.00	0.00	
CONSOLIDATED GENERAL FUND			
Revenue			
City	7,720,818.95	7,720,818.95	
Parks	253,200.00	253,200.00	
Founders	119,542.83	119,542.83	
Total	8,093,561.78	8,093,561.78	
Expense			
City	7,634,746.63	7,634,746.63	
Parks	339,272.32	337,072.32	
Founders	119,542.83	119,542.83	
Total expense	8,093,561.78	8,091,361.78	
Balance Fwd	0.00	2,200.00	

	Current	Proposed	Proposed
DRIPPING SPRINGS FARMERS MARKET			
Balance Forward	35,926.28		
Revenue			
FM Sponsor	1,000.00		
Grant Income	1,000.00		
Booth Space	24,698.00	26,500.00	1,802.00
Applications	1,482.00		
Interest Income	449.22		
Market Event	300.00		
Total	64,855.50	66,657.50	1,802.00
Expense			
Advertising	5,000.00	2,600.00	-2,400.00
Market Manager	29,278.08		
Market Specialist		4,050.00	4,050.00
Payroll Tax Expense	2,401.77	2,837.61	435.84
Retirement	1,762.54		
Entertainment& Activities	1,000.00		
Dues Fees & Subscriptions	200.00		
Market Event	500.00		
Training	200.00		
Office Expense	200.00		
Supplies Expense	400.00		
Other Expense	100.00		
Capital Fund	22,406.67		
Total Expense	63,449.06	65,534.90	2,085.84
Balance Forward	1,406.44	1,122.60	
PARKLAND DEDICATION FUND			
Balance Forward	133,535.25		
Revenue			
Parkland Fees	80,000.00		
Total Revenue	213,535.25		
Expense			
Park Improvements	172,200.00		
TXF to AG Facility			
Master Naturalists			
Total Expenses	172,200.00		
Balance Forward	41,335.25		
AG FACILITY FUND			
Balance Fwd	5,425.00		
Revenue		.	
Ag Facility Fees	25,760.00		
Total Revenues	31,185.00		
Expense			
TXF to DSRP	31,185.00		
Total Expense	31,185.00		
Balance Fwd	0.00		

	Current	Proposed	Proposed
LANDSCAPING FUND			
Balance Fwd	112,260.55		
Revenue			
Tree Replacement Fees			
Total Revenues	112,260.55		
Expense			
Sports and Rec Park	2,000.00		
DSRP			
FMP	2,000.00		
Charro	12,000.00		
Historic District			
Professional Services			
City Hall Lawn and Tree Maintenance	1,500.00		
Total Expense	17,500.00		
Balance Fwd	94,760.55		
SIDEWALK FUND			
Revenue			
Fees	16,056.00		
Total revenues	16,056.00		
Expense			
Expense	0.00		
Total Expense	0.00		
Balance Forward	16,056.00		
DRIPPING SPRINGS RANCH PARK OPERATING FUND			
Balance Forward	9,321.61		
Revenue			
Stall Rentals	22,000.00		
RV Site Rentals	18,000.00		
Facility Rentals	112,000.00		
Equipment Rental	5,000.00		
Sponsored Events	89,000.00		
Merchandise Sales	15,000.00		
Riding Permits	10,000.00		
Staff & Misc Fees	4,000.00		
Cleaning Fees	10,000.00		
General Programs and Events	48,825.00		
House Rental Income	0.00		
Other Income	1,000.00		
Interest	1,000.00		
TXF from Ag Facility	25,760.00		
TXF from HOT	67,275.62		
TXF for RV/ Parking Lot HOT	50,000.00		
TXF from General Fund	43,286.21		
TXF from Landscape Fund			
Total Revenue	531,468.44	531,468.44	
Expense			
Advertising	700.00		
Office Supplies	5,100.00		
DSRP On Call	10,400.00		
Camp Staff	33,105.00		
Network and Communications	19,503.00		
Sponsored Events	49,000.00		
Supplies and Materials	30,000.00	27,800.00	-2,200.00
Ranch House Supplies	550.00		
Dues, Fees and Subscriptions	5,983.44		
Mileage	500.00		
Equipment	10,300.00		
House Equipment	250.00		
Equipment Rental	1,000.00		
Equipment Maintenance	25,000.00		
Portable Toilets	0.00		
Electric	60,900.00		
Water	10,000.00		
Septic	750.00		
Propane/Natural Gas	3,000.00		
On Call Phone	2,000.00		
Alarm	1,080.00		
Stall Cleaning & Repair	2,000.00		
Training and Education	5,000.00		

City of Dripping Springs
Proposed
FY21 Budget Amendment
March 9, 2021

	Current	Proposed	Proposed
Program Fees		2,200.00	2,200.00
Other Expense	20,500.00		
Improvements	34,500.00		
Contingencies	50,000.00		
Fleet Acquisition	42,568.00		
Fleet Maintenance	2,500.00		
General Maintenance and Repair	60,000.00		
Grounds and General Maintenance	10,229.00		
House Maintenance	14,850.00		
HCLE	13,200.00		
Merchandise	7,000.00		
RV/Parking Lot			
Total Expenses	531,468.44	531,468.44	0.00
Total Bal Fwd	0.00		

City of Dripping Springs
Proposed
FY21 Budget Amendment
March 9, 2021

	Current	Proposed	Proposed
HOTEL OCCUPANCY TAX FUND			
Balance Fwd	71,993.41		
Revenues			
Hotel Occupancy Tax	400,000.00		
Interest	1,500.00		
Total	473,493.41		
Expenses			
Advertising	500.00		
Christmas Lighting Displays	12,104.38		
City Sponsored Events			
Historic Districts Marketing	9,000.00		
Signage	8,500.00		
Dues and Fees	6,000.00		
TXF to Debt Service	92,410.00		
RV/ Parking Lot	50,000.00		
Txf to General Fund	2,200.00		
TXF to Event Center	67,285.62		
Grants	216,771.25		
Total expenses	464,771.25		
Balance Fwd	8,722.16		
WASTEWATER UTILITY FUND			
Balance Fwd	5,744,421.16		
Revenue			
TXF from TWDB	8,795,000.00		
Wastewater Service	794,112.60		
Late Fees/Rtn check fees	4,000.00		
Portion of Sales Tax	635,614.99		
Delayed Connection Fees	159,200.00		
Line Extensions			
Solid Waste	0.00		
PEC	120,000.00		
ROW Fees	15,000.00		
Cable	134,500.00		
TX Gas Franchise Fees	3,000.00		
Transfer fees	3,500.00		
Over use fees	66,068.31		
Reuse Fees			
Interest	45,000.00		
Other Income	35,000.00		
Water Income	1,742.76		
Total Revenues	16,556,159.82		
Expense			
Administrative and General Expense:			
Administrative/Billing Expense	110,400.00		
Legal Fees	30,000.00		
Auditing	10,000.00		
Regulatory Expense	3,500.00		
Planning and Permitting	50,000.00		
Engineering:			
Engineering & Surveying			
Construction Phase Services HR TEFS	30,000.00		
Misc Planning/Consulting 1431-001	7,500.00		
2nd Amendment CIP	5,000.00		
Sewer Planning CAD 1971-001	25,000.00		
Water Planning	10,000.00		
Parallel West Interceptor Design& Cost	150,000.00		
TLAP Renewal application	3,000.00		
Dues, Fees and Subscriptions	0.00		
TXF to Water Fund	12,000.00		
Operations and Maintenance:			
Routine Operations	80,000.00		
Non Routine Operations	150,000.00		
System Maintenance & Repair	20,000.00		
Chlorinator Maintenance	2,500.00		
Chlorinator Alarm	1,000.00		
Odor Control	12,500.00		
Meter Calibrations	700.00		
Lift Station Cleaning	9,000.00		
Jet Cleaning Collection lines	15,000.00		
Drip Field Lawn Maintenance	10,000.00		
Drip Field Maintenance & Repairs	20,000.00		
Lift Station Maintenance & Repairs	40,000.00		

	Current	Proposed	Proposed
WWTP/Pump Repairs	50,000.00		
Chemicals	8,000.00		
Electricity	45,000.00		
Laboratory Testing	25,000.00		
Sludge Hauling	80,000.00		
Phone	6,000.00		
Supplies	10,000.00		
Equipment	4,000.00		
Wastewater Flow Measurement	9,000.00		
Other Expense	5,000.00		
Capital Projects:			
Road Reconstruction	10,000.00		
HRTreated Effluent Fill Station 1873-001	125,000.00		
Parallel West Interceptor	1,600,000.00		
Other:			
Reimbursement to Caliterra Oversize of West Interceptor	500,000.00		
TWDB Engineering:			
West Interceptor,SC, LS, FM and TE line 1950-001	250,000.00		
East Interceptor 1951-001	100,000.00		
Effluent HP 1952-001	125,000.00		
Reclaimed Water Facility 1953-001			
WWTP Design Assistance	75,000.00		
So Regional WW Sytem Exp P&M 1923-001	40,000.00		
Miscellaneous:			
Consultants and Legal	680,000.00		
TWDB Capital Projects:			
West Interceptor, So Collector and LS and FM	2,000,000.00		
East Interceptor	25,000.00		
Effluent Holding Pond	1,500,000.00		
WWTP	4,000,000.00		
Total Expense	12,079,100.00		
Balance Forward	4,477,059.82		
WATER			
Revenue			
TXF from Wastewater Fund	12,000.00		
Total Revenue	12,000.00		
Expense			
Operating and Maintenance	12,000.00		
Total Expense	12,000.00		
Balance Forward	0.00		
TWDB FUND			
Balance Forward	787.27		
Revenues	8,795,000.00		
Interest	500.00		
Total revenue	8,796,500.00		
Expenses			
Escrow Fees	300.00		
Expenses	8,795,000.00		
Total Expenses	8,795,300.00		
Balance Forward	1,200.00		
IMPACT FUND			
Bal Fwd	3,089,768.25		
Revenue			
Impact Fees	242,560.00		
Impact Fee Deposits			
Interest Income	25,000.00		
Total	2,905,885.17		
Expense			
TXF to Debt Service 2015	733,288.20		
TXF to Debt Service 2019	958,553.00		
Total expense	1,691,841.20		
Total Bal Fwd	1,214,043.97		

	Current	Proposed	Proposed
DEBT SERVICE FUND 2015			
Bal Fwd	845,567.04		
Revenue			
TXF from Impact Fund	733,288.20		
Interest	8,000.00		
Total Revenue	1,582,350.87		
Expenses			
Debt Payment 2015	729,182.20		
Total Expense	729,182.20		
Balance Fwd	853,168.67		
DEBT SERVICE FUND 2013			
Bal Fwd	96,177.92		
Revenue			
TXF from HOT	92,410.00		
Interest	1,200.00		
Total	188,982.15		
Expense			
Tax Series 2013	90,107.50		
Total Expenses	90,107.50		
Balance Fwd	98,874.65		
DEBT SERVICE FUND 2019			
Bal Fwd	939,303.11		
Revenue			
TXF from Impact Fees	958,553.00		
Interest	2,000.00		
Total	1,895,151.47		
Expense			
Tax Series 2019	933,553.00		
Total Expenses	933,553.00		
Balance Fwd	961,598.47		
PEG FUND			
Balance Fwd	112,632.00		
Revenues			
TWC	27,200.00		
Interest Income	1,200.00		
Total Revenues	134,177.27		
Expense	0.00		
Total expense			
Balance Fwd	134,177.27		
RESERVE FUND			
Balance Fwd	1,310,195.16		
Revenue			
TXF from General Fund	125,000.00		
Interest	12,000.00		
Total	1,440,727.01		
Expense			
Expense	0.00		
Total Expense	0.00		
Balance Fwd	1,440,727.01		

City of Dripping Springs
Proposed
FY21 Budget Amendment
March 9, 2021

	Current	Proposed	Proposed
TIRZ 1			
Balance Forward	371,479.73		
Revenues			
City AV	88,602.29		
County AV	183,794.71		
City for GAP Escrow	250,000.00		
Interest Income	500.00		
EPS Reimbursements	19,200.00		
Total Revenue	913,576.73		
Expense			
TIRZ Expense			
Project Management/Misc Costs	75,500.00		
Project Administration P3 Works	35,000.00		
Legal Fees	20,000.00		
EPS	30,000.00		
MAS	22,500.00		
HDR	120,700.00		
Misc Consulting	25,000.00		
Creation Cost Reimbursements	0.00		
TXF to GAP Escrow	250,000.00		
Total Expense	578,700.00		
Balance Forward	334,876.73		
TIRZ 2			
Balance Forward	38,321.60		
Revenue			
Interest Income	200.00		
City AV	64,722.91		
County AV	132,818.09		
Total Revenue	236,062.60		
Expense			
Reimbursements	0.00		
Total Expense	0.00		
Balance Forward	236,062.60		

By: _____ __.B. No. _____

A BILL TO BE ENTITLED

AN ACT

relating to financial assistance provided to political subdivisions by the Texas Water Development Board for nature-based water quality enhancement projects.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 17.272, Water Code, is amended to read as follows:

Sec. 17.272. FINANCIAL ASSISTANCE. The board may use water quality enhancement funds to provide financial assistance to political subdivisions for purposes of water quality enhancement, including projects proposed under the water resource restoration program established under Section 17.280.

SECTION 2. Section 17.275, Water Code, is amended to read as follows:

Sec. 17.275. CONSIDERATIONS IN PASSING ON APPLICATION. In passing on an application from a political subdivision for financial assistance for water quality enhancement purposes, the board shall consider:

(1) the water quality needs of the waters into which effluent from the treatment works will be discharged, the benefit

of the treatment works to such water quality needs, the relationship of the treatment works to the overall, statewide water quality needs; and the relationship of the treatment works to water quality planning for the state;

(2) the availability of revenue to the political subdivision, from all sources, for the ultimate repayment of the cost of the treatment works, including interest; [~~and~~]

(3) whether the political subdivision has been designated, pursuant to Section 26.082 of this code, to provide a regional system to serve all or part of the waste disposal needs of a defined area, the development of such systems being the declared policy of the legislature; and

(4) whether the political subdivision proposes a project through the water resource restoration program established under Section 17.280.

SECTION 3. Section 17.274, Water Code, is amended by adding Subsection (b) to read as follows:

(b) An application for financial assistance administered through the water resource restoration program established under Section 17.280 must include a copy of a resolution approving the proposed project adopted by the governing body of a municipality or special purpose district or the commissioners court of a county in which the proposed project is to be located.

SECTION 4. Section 17.001, Water Code, is amended to read as follows:

Sec. 17.001. DEFINITIONS. In this chapter:

(10) "Water quality enhancement" means the construction of treatment works by political subdivisions including a water quality enhancement project defined in Section 17.280 with loans provided by water quality enhancement funds.

SECTION 5. Section 17.271, Water Code, is amended to read as follows:

Sec. 17.271. PURPOSE. The purpose of this subchapter is to provide for making loans of water quality enhancement funds authorized by Article III, Sections 49-d-1, 49-d-2, 49-d-6, and 49-d-7, of the Texas Constitution to political subdivisions of the state for the construction of treatment works and water quality enhancement projects defined in Section 17.280.

SECTION 6. Section 17.279, Water Code, is amended to read as follows:

Sec. 17.279. LIMITATION ON USE OF FUNDS. If there is insufficient money available to fund all applications under this subchapter, the board shall give preference to applications for political subdivisions that:

(1) the board finds cannot reasonably finance the treatment works without assistance from the state;

(2) propose a project through the water resource restoration program established under Section 17.280 that provides a significant improvement to water quality in the relevant watershed; or

(3) propose a project through the water resource restoration program established under Section 17.280 that affects a disadvantaged community, as determined by board rule.

SECTION 7. Subchapter F, Chapter 17, Water Code, is amended by adding Section 17.280 to read as follows:

Sec. 17.280. WATER RESOURCE RESTORATION PROGRAM. (a) In this section:

(1) "Program" means the water resource restoration program.

(2) "Project" means nature-based infrastructure that will improve water quality in the political subdivision where the project is located including the acquisition of property and the use of nature-based water treatment technologies.

(b) The board shall establish and administer the water resource restoration program to assist in enhancing water quality in the state through the provision of financial assistance to political subdivisions for locally directed projects.

(c) Moneys in the Clean Water State Revolving Fund outlined in Chapter 375, Texas Administrative Code, and the Drinking Water

State Revolving Fund outlined in Chapter 371, Texas Administrative Code, shall be used for the water resource restoration program. The department shall establish on an annual basis the percentage of moneys available for the program from the funds.

(d) The interest rate on the loan under the program for communities participating in a water resource restoration project shall be set at a level that requires the community to pay not more than the amount the community would have paid if they did not participate in a water resource restoration project.

(e) A proposed project must be compatible with the goals of the program and include the application of best management practices for the primary purpose of water quality protection and improvement. A proposed project may include:

(1) On a regional scale practices that preserve and restore natural landscape features such as forests, floodplains and wetlands, coupled with policies that reduce impervious cover in a watershed;

(2) On a local scale practices that increase infiltration and retention such as bioretention, trees, green roofs, permeable pavements, constructed wetlands, and cisterns;

(3) Implementation of green streets in transportation and public right-of-ways;

(4) Wet weather management systems for parking areas and other impervious cover, such as bioretention, trees, permeable pavements, rain gardens and wetlands;

(5) Implementation of comprehensive street tree or urban forestry programs including expansion of tree boxes, to manage stormwater and enhance tree health;

(6) Stormwater harvesting including cisterns and piping to distribute water for reuse;

(7) Downspout disconnection to remove stormwater from sewers and separate storm sewers and manage stormwater onsite;

(8) Green roofs, green walls, soil quality enhancement, turf removal and replacement with native grasses and vegetation that improve infiltration;

(9) Establishment or restoration of permanent riparian buffers, floodplains, wetlands and other natural features including vegetative buffers, grass swales, soft bioengineered stream banks, and stream daylighting;

(10) Management of wetlands to improve water quality and/or support infiltration and water retention; and

(11) Sustainable landscaping to restore site hydrologic processes.

(e) A proposed project may not include:

(1) passive recreation activities and trails including bike trails, playgrounds, athletic fields, picnic tables, and picnic grounds;

(2) non-permeable surface parking lots;

(3) Stormwater ponds that serve an extended detention function and/or extended filtration such as dirt-lined detention basins;

(4) In-line and end-of-pipe treatment systems that only filter or detain stormwater without the use of natural plants and trees;

(5) Underground stormwater control and treatment devices such as hydrodynamic separators, baffle systems for grit, trash removal and oil and grease separators;

(6) Stormwater conveyance systems that are not soil/vegetation based (swales) such as pipes and concrete channels;

(7) Hardening, channelizing, dredging or straightening streams or stream banks;

(8) Street sweepers, sewer cleaners, and vactor trucks unless they support nature-based infrastructure projects.

(9) supplemental environmental projects required as a part of a consent decree.

(f) A project may not include the acquisition of property,

an interest in property, or improvements to property through the use of eminent domain.

(g) The board shall adopt rules to establish a means of prioritizing projects in disadvantaged communities. The board shall include the following criteria to determine whether a political subdivision seeking financing under this section is a disadvantaged community:

(1) median household income in the community as a percentage of statewide household income;

(2) annual water and sewer rates as a percentage of median household income in the community;

(3) families below the poverty level in the community as a percentage of the statewide number of families below the poverty level;

(4) per capita outstanding debt of the wastewater system serving the community as a percentage of median household income in the community; and

(5) cost-effectiveness calculated by determining construction costs of the proposed project per user.

(h) An application for the financing of a project under this section must include a viability assessment that includes:

(1) the ability of the applicant to provide proper oversight and management through a certified operator; and

(2) the financial ability of the users to support the long-term maintenance of the project.

(i) The board shall adopt rules necessary for the implementation and administration of this section.

SECTION 6. Not later than September 1, 2022, the Texas Water Development Board shall adopt rules necessary to implement Section 17.280, Water Code, as added by this Act.

SECTION 7. This Act takes effect September 1, 2021.

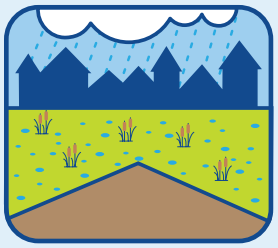
Funding Nature-Based Infrastructure:

Item # 15.

Creating the Water Resource Restoration Program in Texas

Why?

Traditional infrastructure is a *Gray Funnel* sending stormwater rushing down drains to flood dams.



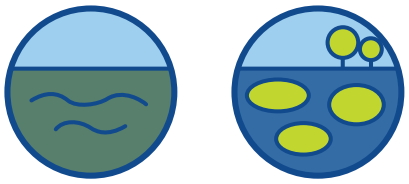
But distributed nature-based features create a *Green Sponge* letting stormwater soak into the earth, filtering pollution, and reducing pressure on flood defense systems.

Proven Results

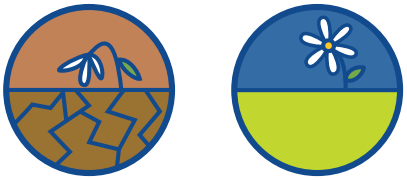
Iowa created a Water Resource Restoration Program which has financed over 110 nature-based projects in 86 communities. Most of the projects are in communities of less than 2,000 people and collaborations between industry, agricultural partners, local government, and community stakeholders.

Readlyn, Iowa, population 800, constructed this wetland. It removes up to 80% of pollutants that used to reach the Wapsipinicon River, and prevents flooding in local agricultural fields.

Benefits

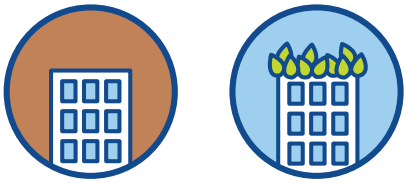


Improving water quality:
Nature-based systems can filter out up to 90% of solid pollutants.



Preventing drought:
Allowing rainwater to soak into the soil replenishes aquifers and eases drought.

Sequestering Carbon:
Trees and green roofs capture carbon dioxide, mitigating the effects of global warming.



Reducing urban heat:
Green spaces absorb heat in cities, reducing summer temperatures by 10-15° F.

Reducing flooding:
Stormwater that soaks into green space doesn't gather into torrents that flood communities downstream.

Improving Public Health:
Green space reduces stress, lowers hypertension, and improves our well being.

Opportunities in Texas

Loan Costs
(interest and fees)

$1 million CWSRF loan

Water resource restoration project

Loan Costs
(interest and fees)

$1 million loan with water resource restoration project

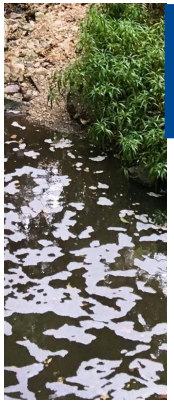
Texas' Clean Water State Revolving Fund (CWSRF) has financed only two "green infrastructure" projects, neither of which were nature-based. Legislation this session could change that. Creating a Water Resource Restoration Program within the CWSRF will allow communities who apply for Clean Water State Revolving Fund loans to receive a lower interest rate if they use the funds saved for a nature-based project. This allows communities to build two projects for the price of one and reap all the benefits of nature-based infrastructure.

ENVIRO
TEX

Funding Nature-based Infrastructure

Anna Farrell-Sherman
Clean Water Associate
Environment Texas

Water concerns in Texas

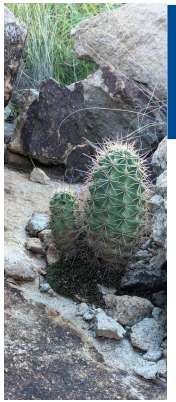


Water Quality

More than **780 miles** of rivers and streams unsafe for swimming due to stormwater runoff

Flooding

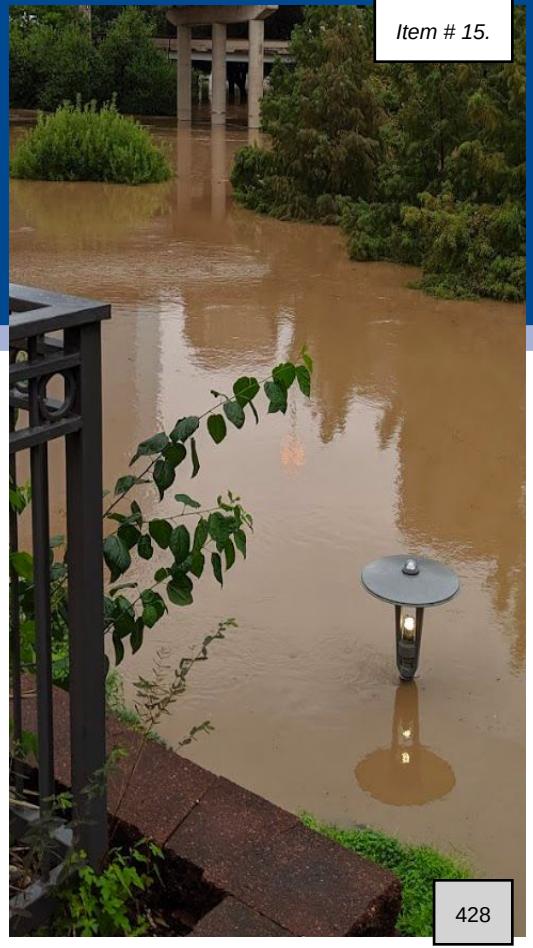
1 in 10 Texans face moderate or high risk from riverine floods



Drought

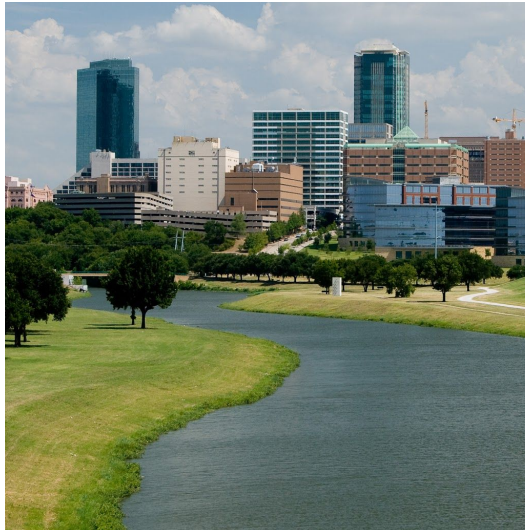
The end of the century could be drier than anytime in the **last 1,000 years**

Protecting our Communities from Flooding

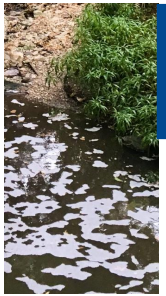


- Flooding occurs when stormwater cannot soak into the ground due to excessive impervious cover

- Nature-based infrastructure is the only water infrastructure tool that efficiently allows for stormwater to soak into the soil



Benefits of Nature-Based Infrastructure

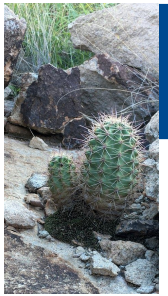


Water Quality

Trap 45-99% of solid pollutants

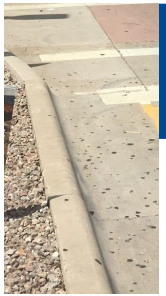
Flooding

Absorb 50-90% of rainfall



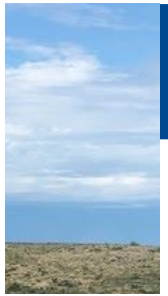
Drought

Water that soaks in replenishes aquifers



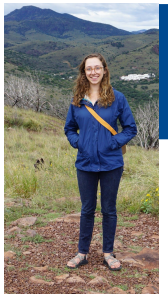
Urban Heat

Reduce summer temps by 10-15 degrees



Climate Change

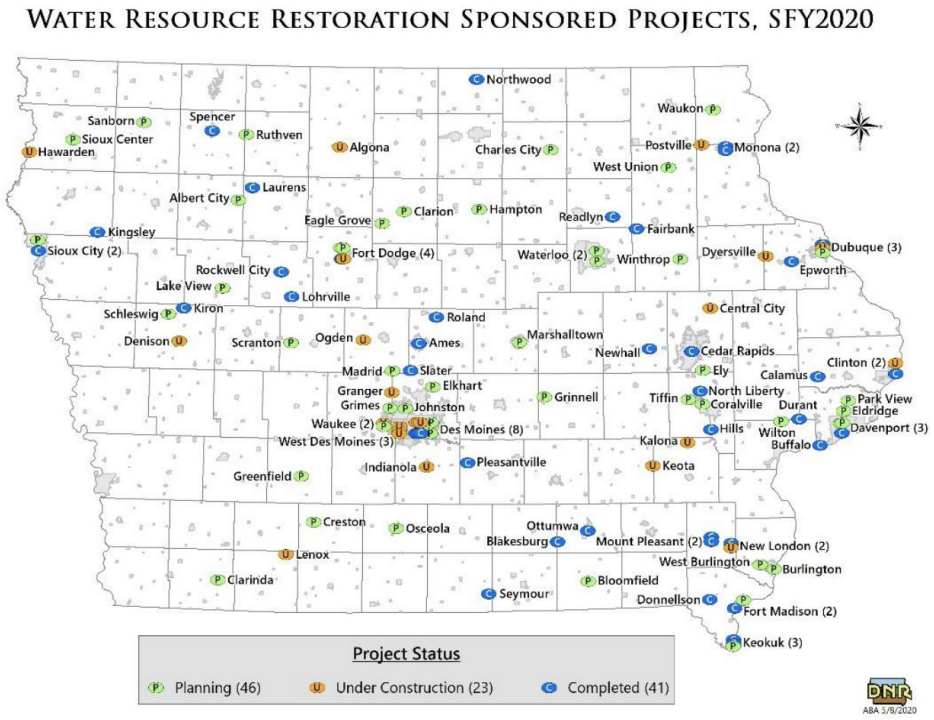
Sequester carbon in leaves and roots



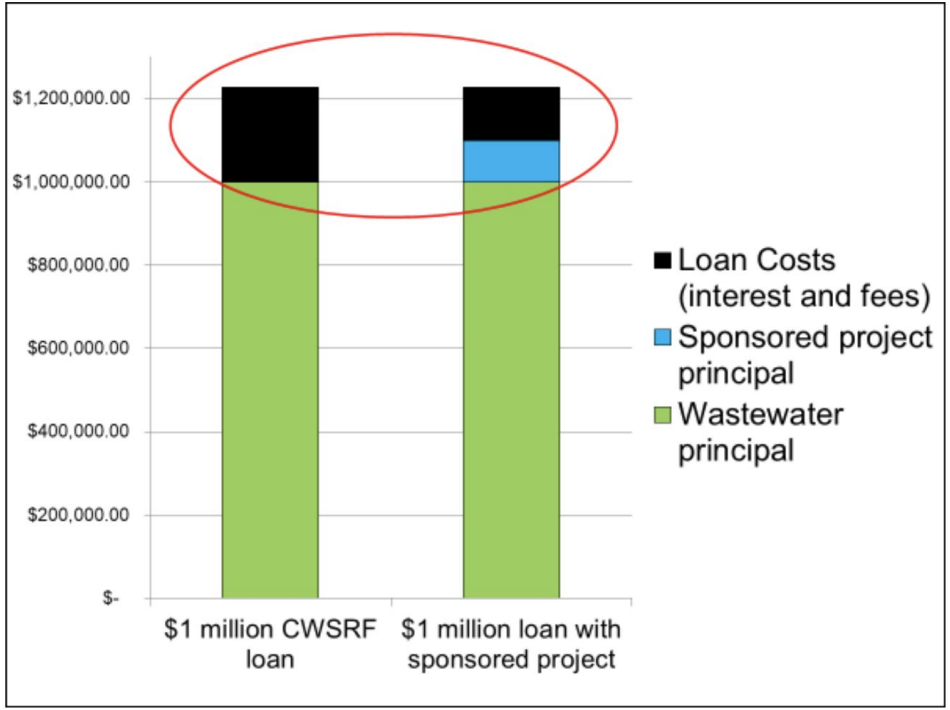
Mental health

Green spaces reduce stress and anxiety

Iowa's Sponsored Project Program



Iowa's Sponsored Project Program



ENVIRONMENT TEXAS
RESEARCH & POLICY CENTER

Anna Farrell-Sherman
Clean Water Associate
afarrell-sherman@environmenttexas.org

January, 2021

Dear Texas Leaders,

Water is special here in Texas. From Barton Creek to Galveston Bay, our waterways provide the water we drink, the irrigation for our crops, and the banks along which we play. But unfortunately, our waterways and drinking water are under threat. The combined forces of expanding development, skyrocketing water demand, diminishing aquifers, and aging water infrastructure are pushing our water systems to the limit. Texans are turning to nature-based infrastructure, like rain gardens, land conservation, and managed wetlands, to address those issues, but need the support of the Texas Legislature to prioritize these projects in the grants and loans given out by the Texas Water Development Board (TWDB).

As droughts come more frequently and ever increasing rainstorms inundate our communities, concrete infrastructure prevents rainwater from soaking into the ground, forcing it to run over roofs and roads, picking up oil, toxic chemicals, litter, and animal waste. When this polluted water reaches our waterways it makes us sick, threatens the habitat of our wildlife, endangers our cropland, and causes flooding in communities downstream. To fix these pressing issues, stormwater managers can incorporate nature-based features to mitigate flooding, prevent water pollution, recharge our aquifers, reduce urban heat, prevent erosion, and save hundreds of millions of dollars in infrastructure costs.[1] We support creating a dedicated funding program to fund nature-based infrastructure projects through interest rate breaks on Clean Water State Revolving Fund (CWSRF) loans as described below.

The TWDB has endorsed nature-based infrastructure, but because the funding structure is biased to grey infrastructure, very little of their funds are actually used on nature-based projects. Since 2018, the TWDB's CWSRF has financed only two green infrastructure projects, both of which were water reuse projects that are not nature-based, and therefore do not contribute to reducing water pollution, fighting flooding, or enhancing groundwater recharge.[2] We propose that the legislature address this issue by creating a "sponsored project" program within Texas' CWSRF like the one used in Iowa. Since Iowa implemented this program in 2008 they have seen an enormous return on investment: they have financed 99 nature-based infrastructure projects in 81 communities throughout the state. A significant number of Iowa's projects are rural focused: aiming to reduce agricultural runoff in communities that could not afford such projects any other way. These projects not only contribute to preventing water pollution and flooding, but also help to manage the growth in water demand and increase aquifer recharge.

[1] https://www.epa.gov/sites/production/files/2016-08/documents/gw_recharge_benefits_final_april_2016-508.pdf
[2] Based on 2018-2019 Annual Reports from the Texas Water Development Board

This solution works by giving communities the chance to fund two projects for the price of one: a simple interest rate reduction on CWSRF loans for large wastewater projects provides the community with around $100,000 per million dollars of loan for a smaller nature-based project. Money the ratepayers would have paid in interest is instead used to invest in the community's water quality and flood mitigation efforts. Because the money comes from a portion of the loan interest revenues, it is revenue neutral on the part of the legislature and can be implemented by the TWDB independently.

We support the creation of an Iowa-style Sponsored Project program within Texas's CWSRF. Doing so will create opportunities for Texans to protect their communities and water supply, incentivize public-private partnerships, support Texas agriculture, and protect our parks and wildlife.

Sincerely,

Elected Officials
Mayor and City Council
City of Kyle, TX
Support approved through unanimous council vote

Stormwater Managers
Trenia Harris
Stormwater Program Manager, CPMSM
City of Lubbock Stormwater Compliance

Professors and Universities
Kasey Faust
Assistant Professor
University of Texas at Austin: Civil, Architectural and Environmental Engineering

Danny Reible, PhD PE BCEE NAE
Donovan Maddox Distinguished Engineering Chair
Paul Whitfield Horn Distinguished Professor
Texas Tech University

Ken Rainwater, Ph.D., P.E., BCEE, D.WRE, CFM
Professor of Civil, Environmental & Construction Engineering
Texas Tech University

Mary Jo Kirisits, Ph.D.

Associate Professor of Civil, Architectural, and Environmental Engineering
The University of Texas at Austin

Stormwater Engineers
Elizabeth Arceneaux, P.E., CISEC, CPESC
Environmental Engineer

Tom Hegemier, P.E., D.WRE, CFM
Senior Project Manager
Doucet and Associates, Inc. Public Works and Water Resources

David Batts, LEED AP
Vice President
Construction EcoServices

Mikel Wilkins
Director of Sustainability
TBG Partners Architecture & Planning

Dennis Lozano, P.E.
Vice President
Murfee Engineering Company, Inc.

Gian C. Villarreal, PE, CPSWQ, CFM
Principal - Water Services
Seagull PME

Troy Dorman, PhD, PE, CFM
Director of Water Resources
Halff Associates, Inc.

Matthew Smith LEED GA
Development Project Manager
ALJ Lindsey

Environmental Advocates
Anna Farrell-Sherman
Clean Water Associate
Environment Texas Research and Policy Center

David Baker
Executive Director
Wimberley Valley Watershed Association

Brenden R. Shue
Research Assistant
Greater Edwards Aquifer Alliance

Citizen Signers
Monique Eckelmann
Environmentalist and International Artist
Austin TX

Linda Tim
stok
Sustainability Consultant

Pamela Abee-Taulli
Environmental Review Specialist
City of Austin

City of Dripping Springs

Monthly Maintenance Report

February 2021

Routine Maintenance

- M-F Weekly Maintenance Check list is completed in the morning
- Wednesday's setup and put away Farmers Market
- WWTP fields and lift stations landscaping
- Ranch House water heater flushed weekly
- Maintenance Meeting Wednesdays (1:00pm) safe distancing in council chambers
- Friday's Vehicles cleaned out, washed, and maintenance check completed
- Banners put up and taken down as needed
- City Hall fogged and sprayed with disinfectant daily
- Mercer St. plant beds maintained

Additional Maintenance Completed

Parks

- Founders park check after being vandalized – 2/1
- Founders park trail tire removed – 2/2
- DSRP Round pen faucet repaired – 2/3
- Founders park vandalism repair – 2/1, 2/3
- VMP rock pile removed – 2/4
- Founders pool cleaning – 2/5, 2/8
- Charro park entrance repaired – 2/8
- VMP ant treatment – 2/8
- VMP low water crossing entrance ramps repaired with base – 2/6
- SRP leaks repair - 2/22-2/26
- All park playgrounds checked for storm damage – 2/22
- Founders park trail cleared from storm debris – 2/24, 2/25

Streets

- Rob Shelton stop signs re-installed after vandalism – 2/2
- Bluff and College ROW trimming – 2/2
- Mercer St. and Hwy 290 stop sign repaired – 2/4
- Bluff and Wallace stop sign repaired – 2/4
- Hays St. potholes repaired – 2/4
- Bridges treated with salt before freeze – 2/10
- Mercer St. streetlight removed off roadway – 2/14
- Bluff and Wallace barricades set up for ROW debris – 2/19
- Bearkat and Cortaro barricades set up for down powerline – 2/19

Facilities

- All facilities sq. footage gathered for Texas Energy Report – 12/1
- Stephenson building debris picked up and disposed – 2/4
- City Hall sidewalk edge surface ramped with cold mix – 2/5
- All facilities freeze protection checked – 2/10
- City Hall tree broken branch removed – 2/10
- Ranch House upstairs power out – 2/11, 2/26
- Ranch House well repair from freeze – 2/19-2/28
- Ranch House HVAC working – 2/23
- Ranch House kitchen sink sprayer replaced – 2/26

Equipment/Vehicles

- DSRP Tractor roller installed – 12/1
- DSRP irrigation sprinkler system troubleshoot – 12/1
- DSRP Floor scrubber repair – 2/2
- Hitch locks installed on trailers; keys made for staff – 2/3
- DSRP Tractor tire repair – 2/9
- DSRP Gator pm'd – 2/9
- DSRP Kawasaki pm'd – 2/10

Other

- Ice storm: Street/Facility check for damages and debris – 2/12-2/19
- Ice storm: all facilities damage assessment and repairs – 2/19-2/28

SRWRF

- Treatment field ant mounds knocked down – 2/8
- Tool inventory 2/22
- Entrance gate repaired – 2/22
- Access road repaired with base – 2/23

Project Status Report

Permits Created From 2/1/2021 to 3/3/2021

Generated 3/3/2021 10:57:39 AM

Project #	Status	Address	Description	WO #	Work Type	Specific Use	Inspection Type	WO Status	Inspector	Inspection Date
2021-13	Open	, Dripping Springs, TX 78620	Street and ROW Maint. (Feb. WO's)	14155704	N/A	Street/Roads	Work Planned	New	Jim Bass	
				14197645	N/A	Street/Roads	Work Planned	Completed	Tim Tyree	02/28/2021
2021-14	Open	511 Mercer St., Dripping Springs, TX 78620	City Hall (Feb. WO's)	14155689	N/A	N/A	Work Planned	New	Jim Bass	
				14157183	N/A	N/A	Work Planned	Completed	Leonard Jones	02/11/2021
2021-15	Open	480 Founders Park Rd., Founders Memorial Park, TX 78620	Founders Park (Feb. WO's)	14193827	N/A	Parks	Work Planned	New	Sonny Garza	
				14197644	N/A	Parks	Work Planned	Cancelled	Tim Tyree	
2021-16	Open	27148 Ranch Rd 12, Sports and Rec Park, TX 78620	Sports and Rec Park (Feb. WO's)	14197642	N/A	Parks	Work Planned	Completed	Tim Tyree	02/28/2021
				14197643	N/A	Parks	Work Planned	New	Tim Tyree	
				14208866	N/A	Parks	Work Planned	New	Bill Stevens	
2021-17	Closed	151 E Mercer St, VMP/Triangle, TX 78620	VMP/Triangle (Feb. WO's)	14155667	N/A	Parks	Work Planned	Completed	Tim Tyree	02/10/2021
2021-18	Open	1042 Event Center Drive, Ranch House, TX 78620	Ranch House (Feb WO's)	14219531	N/A	N/A	Work Planned	New	Jim Bass	
2021-19	Closed	1042 Event Center Drive, Dripping Springs Ranch Park, TX 78620	DSRP (Feb WO's)	14193569	N/A	Parks	Work Planned	Completed	Leonard Jones	03/01/2021
				14193592	N/A	Parks	Work Planned	Completed	Sonny Garza	03/01/2021

2021-20	Closed	101 Old Fitzhugh, Stephenson Bldg., TX 78620	Stephenson Bldg (Feb WO's)	No Work Orders on Project	N/A	N/A				Item # 17.
2021-21	Open	511 Mercer St., Fleet and Equipment, TX 78620	Fleet and Equipment (Feb WO's)	14193691	N/A	N/A	Work Planned	New	Leonard Jones	
2021-22	Open	22690 Ranch to Market Rd 150, Charro Park, TX 78620	Charro Park (Feb WO's)	14208829	N/A	Parks	Work Planned	New	Leonard Jones	
				14208843	N/A	Parks	Work Planned	New	Tim Tyree	
				14155676	N/A	Parks	Work Planned	Completed	Sonny Garza	02/10/2021
2021-23	Open	23127 W. 150, SRWRF, TX 78620	South Regional Water Reclamation Facility (Feb WO's)	14219446	N/A	N/A	Work Planned	New	Sonny Garza	
				14219460	N/A	N/A	Work Planned	New	Sonny Garza	
				14219473	N/A	N/A	Work Planned	New	Bill Stevens	
				14219478	N/A	N/A	Work Planned	New	Bill Stevens	
2021-24	Closed	511 Mercer St., COVID-19, TX 78620	COVID-19 (Feb WO's)	No Work Orders on Project	N/A	N/A				

CITY OF DRIPPING SPRINGS

TRANSPORTATION COMMITTEE

AGENDA

MONDAY, JANUARY 25, 2021

3:30-5:00 PM—VIA ZOOM CONFERENCE

COMMITTEE MEMBERS:

Interim Chairman – P&Z Comm. Jim Martin

City Council Rep.—Travis Crow

Barrett Criswell

Sharon Hamilton

John Pettit

Ben Sorrell – Non-Voting Member

Chad Gilpin, P.E., City Engineer

INVITED GUESTS:

Hays Co. - Precinct 4 Comm. Walt Smith, County Engineer Jerry Borcherding, P.E., Adam Leach, EIT

DSISD – Pam Swanks, Mike Garcia

TxDOT, Austin District, So. Area Office – Epigmenio Gonzales, P.E., Michelle Romage-Chambers, P.E., Reed Smith, P.E.

CAMPO – Doise Miers

HDR (City Traffic Engineering Consultant) – Rashed Islam, P.E., Leslie Pollack, P.E., Isabella Albino

AGENDA

1. TXDOT

- Project Updates

  a. Highway 290 Study Update

     The study has been postponed until later this year.

  b. RR 12 Expansion Project

     Project is getting ready to move traffic to the other side and begin working on the northbound lane.

- New/Other Project(s) Update

  Oak Hill Project is currently in the design phase and TxDot is working with contractors.

2. Hays County

- Project Updates

    a. Hays County Transportation Plan Update

    Hays County Transportation Plan is currently open to the public and they are accepting comments. The plan will be up until February 7th.

- New/Other Projects(s) Update

3. HDR (Traffic Engineering Consultant)

- Update on Draft Transportation Master Plan

    Master transportation plan comment period ended in early December and the comments are currently being worked through. There were three areas that received the majority of the comments. Those areas are the north east portion of the city on an east/west interceptor, in the northwest section of the city on an east west interceptor, and in the south east section of the city on an east west interceptor.

    Jim Martin allowed for 10 minutes of public comment with 2 minutes awarded to each person.

    Doug De Vidal "What is next after all the comments are addressed?" City Council will approve the final plan. Right now, the City is waiting for the County plan before moving forward any more in order to have the plans be more aligned. Council will have a town hall in March to discuss the plan. Doug asks "Connectivity is the overall focus. In regard to the Sawyer Ranch East West Connection, why was this selected and how would it add to capacity. He adds that Darden Hill runs parallel to the proposed roadway and that the improvements on that road could suffice for connectivity. Leslie states that looking at capacity data and future projects show that even with those improvements, Darden Hill would not be able to handle the increased traffic and the proposed Sawyer Ranch connecter would help increase that capacity.

    Austin Matcek "What would the effects of runoff be on their house and their well?" Every road will undergo an environmental study prior to construction to ensure there are no adverse effects to the local area. "It was mentioned that this is a long-range effort, what is long range" Jim states that every 5 years the plan is updated but it is looking at 20-25-year projection.

    Lindsay Muse "Who is the final authority on the County Plan?" The city has no authority on the counties plan. Joe Cantelupo states that in the end, the Commissioners Court will accept or adopt the plan. He reinforces that it is a long-range plan and that any project in the Hays County Transportation Plan will go through more in the planning process. He reaffirms that the County Commissioners court will be the one that approves and accepts the plan.

- Status of Traffic Impact Analysis Reviews/Task Orders:

    a. Heritage Project

    Has been finished, working on roadway plans

b. Cannon—Ashton Woods Project

Analysis has been done, currently working with developer . Does not incorporate all of Cannon.

c. Anarene/Double L Project

Comments sent to developer, need to work on their TIA

d. Cynosure Ranch/Wild Ridge Project

4. CITY OF DRIPPING SPRINGS

- Update on Transportation Alternative Grant Projects :

a. Sportsplex Drive

Sportsplex is at substantiel completion. There are 4 manhole covers that need to be addressed but it is open to the public.

b. Rob Shelton

Rob Shelton is a part of the 2019 application package and was awarded a 20% match grant. RFQ has been done.

5. New Business

Ben Sorrell asked if the middle school project has sidewalks crossing 290 at the light at Tractor Supply. That is correct. He thinks the light at the middle school would be a better alternative. Leslie stated that during the time of application, the light at the middle school was not being talked about, but still thinks the Tractor Supply light makes more sense.

Ben asked if anyone knows the status of the Middle School lights. Reed said that there is no time frame.

Ben asks for an update on Rob Shelton and 290 intersection, Leslie stated that its being worked through with the developer. There is a meeting Wednesday on the process, and it will be fine tuned then.

Sharon let the committee know that Ann Kitchens asked or someone to reach out to participate in Project Connect discussions with the City of Austin.

6. Adjourn

CITY OF DRIPPING SPRINGS
TRANSPORTATION COMMITTEE
AGENDA
MONDAY, FEBRUARY 22, 2021
3:30-5:00 PM—VIA ZOOM CONFERENCE

COMMITTEE MEMBERS:

Interim Chairman – P&Z Comm. Jim Martin

City Council Rep.—Travis Crow

Barrett Criswell

Sharon Hamilton

John Pettit

Ben Sorrell – Non-Voting Member

Chad Gilpin, P.E., City Engineer

INVITED GUESTS:

Hays Co. - Precinct 4 Comm. Walt Smith, County Engineer Jerry Borcherding, P.E., Adam Leach, EIT

DSISD – Pam Swanks, Mike Garcia

TxDOT, Austin District, So. Area Office – Epigmenio Gonzales, P.E., Michelle Romage-Chambers, P.E., Reed Smith, P.E.

CAMPO – Doise Miers

HDR (City Traffic Engineering Consultant) – Rashed Islam, P.E., Leslie Pollack, P.E., Isabella Albino

AGENDA

1. TXDOT

- Project Updates

  a. Highway 290 Study Update

     Nothing new on this, still delayed. Should start up in about a year.

  b. RR 12 Expansion Project

     Looking at starting the paving on Monday the 8th of March (on the west side).

- New/Other Project(s) Update

2. Hays County

- Project Updates

    a. Hays County Transportation Plan Update

    2nd round of public comment ended February 7th. They are working through the comments now. Walt has his first sit down with the consultant scheduled for the end of the week. They have started a Citizens Advisory Panel for southwestern loop (290 to 12). They will have a clear timeline from the panel after the meeting.

- New/Other Projects(s) Update

Trautwein final engineering for intersection will be done by end of March. This will go to bid in November. The project will include leveling all the way to Saratoga Hills. Crews are doing patchwork on Sawyer Ranch Road; they will move to Belterra after they are done there. They will be doing the striping after they do the patch work.

The County has started looking at Sawyer Ranch at Darden Hill for the traffic circle and have begun meeting with landowners about that. 150 and RR 12 plan to go to construction. The County has started work on that acquisition and hope to start work in September.

Hays County is going to go to bid for 2 low water crossings. The County should have all engineering done by the middle of April for all 290 safety improvements. Walt says road that have never failed before are now failing due to the 4-day freeze that happened. There are also busted pipes under roads all over the county.

3. HDR (Traffic Engineering Consultant)

- Update on Draft Transportation Master Plan

Leslie is going to present recommended changes to transportation plan and see what the committee thinks. We will get with the county and present our changes then go back to the county at the end of March. (Leslie presents a document)

Northwest Quadrant:

First is east/west connection between McGregor and 12. We are moving that because of the challenges to get through developed road and because of the preserve. The only way to get this to work is to tie in close to Fitzhugh an it loses value when it is that far north. The County Plan has McGregor lane as a 4 lane where we have a two lane so we are proposing to align with the county.

Northeast Quadrant:

The connection between Trautwein and 12 and Fitzhugh, there is a new preserve, so we are planning to relocate further north. It will require one more water crossing. We would still have 4 lane roadway connection though Double L from 12 to 290

Downtown

Slightly moving a road to the east.

Southeast Quadrant

We are keeping the roadway from Travis county to 150 as long as county keeps it. North/South Connection that aligns with east interceptor is staying as it matches county plan. Hays County acres and Lanier ranch road is not in county plan, but we are recommending keeping it for now as it is only a collector. Sunset Canyon was set to be upgraded, add shared use paths and widened, there was a lot of push back and is not providing critical route and county does not have it on their plan so it is recommended to be taken off. East west that provides alternate route to darden and 290.

The connection to Sawyer Ranch Road had environmental concerns, Leslie thinks its important if there is more development but recommends taking it out for now and reassessing in the future. Jim thinks that the schools going into that area will drive development and thinks that maybe 5 years from now we should add it to the plan but is okay with taking it off now. Travis feels we should keep it on because its harder to put things on and it can be taken off later. Ben Sorrell seconds that.

Darden Hill Road revised alignment, we will match the county.

Connection of 1826 all the way to 12. Driftwood is opposed to this connection; the county doesn't have it on their plan. Jim says its okay to take it off. Travis agrees with Jim. We are changing our distinction of Gaitlin Creek to match the county road. Leslie feels that we should keep Mt Gainor as a 4 lane road even if the County has it as 2 lane. We are going to keep it as a 4 lane.

Jim asks if the committee supports Leslie's Changes

Jim agrees, Travis agrees, John Agrees, Sherry Agrees, Chad Agrees

Next step is to present our changed plan to the County. This will come back to the transportation committee one last time before it goes to council

LOSA is moving ahead and TxDoT had a meeting regarding the signal for the school.

- Status of Traffic Impact Analysis Reviews/Task Orders:

  a. Heritage Project

     TIA is done, Chad and Leslie need to regroup on turn lane

  b. Cannon—Ashton Woods Project

They have resubmitted TIA and review has started.

c. Anarene/Double L Project

Anarene initially submitted large TIA for whole project so they submitted a smaller TIA just for phase 1. It is under review.

d. Cynosure Ranch/Wild Ridge Project

Reviewed roadway analysis for development and sent comments back. They are working on full TIA now.

4. CITY OF DRIPPING SPRINGS

- Update on Transportation Alternative Grant Projects :

a. Sportsplex Drive

From the 2017 nomination, it is almost complete. They just need to fix the manholes

b. Rob Shelton

City will be working on a scope and fee with freise and nichols and it will be brought back to council.

c. Potential Transportation Alternative Grant Projects

Applications are due every 2 years. We are applying for 2021 grants. City staff came up with 2 projects. March 1st is the deadline for txdot to determine eligibility. The projects are Mercer Street (connecting mercer street and 12 with Rob shelton). The second idea is connecting sidewalks from founders ridge to the Elementary school. March 8th is the new deadline due to the weather.

5. New Business

Travis feels that even though developers are pushing us on density we need to hold our ground when it comes to what's on the plan and densities.

End of March is the Townhall for the Transportation Thoroughfare Plan.

Sharon is meeting with Ann Kitchens about project connect in Austin.

6. Adjourn 4:23

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made and entered into as of the 14th day of April 2020, by and between the **City of Dripping Springs,** a general law city in Hays County, Texas (hereinafter the "City"), **Dripping Springs Independent School District** (hereinafter the "DSISD"), **Dripping Springs Community Library District** (the "Library"), and **Hays County** ("County"); (collectively the "Parties"), in connection with the development and construction of the Town Center Project.

WHEREAS, Dripping Springs was one of the five cities in Central Texas chosen to participate in the Sustainable Places Project, an ambitious regional planning initiative aimed at helping communities create the conditions for livable places; and

WHEREAS, Dripping Springs finalized its Sustainable Places Project (the "Project") on December 10, 2013; and

WHEREAS, the Project suggested a catalyst project which focuses on enhancing the existing town center and expanding it to the northwest; and

WHEREAS, the Project recognized that the City and the DSISD currently own, occupy, or control approximately fourteen point one (14.1) acres of land and ROW within the area proposed for the Town Center and adjacent space suitable for potential commercial development; and

WHEREAS, to continue with the Town Center Project, the City, the DSISD, the County, the Library, and TIRZ seek to complete the real estate and other transactions that are necessary to complete the project; and

WHEREAS, the concept to co-locate the City, DSISD, County, and Library is supported by the parties because shared facilities is a cost-effective way to design civic services; and

WHEREAS, the Parties desire to pursue joint planning and construction of the Town Center Project; and

WHEREAS, the City Council of the City of Dripping Springs and the Board of Trustees for the Dripping Springs Independent School District find that the appropriate real estate transactions related to completion of the Town Center Project provides a public benefit to the constituencies served by each of the entities and to the taxpayers of each entity; and

WHEREAS, this Interlocal Agreement is intended to facilitate completion of the planning and construction of infrastructure and related improvements of the Town Center Project; and

WHEREAS, the Parties entered into a Memorandum of Understanding to facilitate timely planning and assessment of the viability of the Town Center in September 2017; and

WHEREAS, timely commitments on the transfer of the City and DSISD properties is desired to plan for the Town Center, but both the City and DSISD desire additional time before vacating their current properties; and

WHEREAS, the Parties plan to acquire and sell or exchange real property, build, occupy, and share a building and complex on a single tract of land.

NOW, THEREFORE, the City, DSISD, Library, and County, in consideration of the terms, conditions, and covenants contained herein, hereby agree as follows:

ARTICLE I
TERM OF AGREEMENT

1.1 **Term.** The term of this Agreement ("Term") shall commence on the Effective Date and shall expire April 1, 2025.

ARTICLE II
AGREEMENTS

2.1 **Conditions.** The Parties recognize that certain conditions must be met for the development of Town Center. The City, DSISD, County, or Library, may end its involvement with the development of Town Center and its participation in this Agreement if the City, DSISD, Library, County, or TIRZ are unable to agree upon a site or obtain financing to fund the Town Center Project or replacement facilities related to the Project.

2.2 **City Agreement.** The City shall:

To advance and implement the development of the Dripping Springs Town Center, the City of Dripping Springs (City) shall:

(a) In accordance with Chapter 272, Texas Local Government Code, to commit to making the current City Hall Property and right of way located on the corner of Highway 290 and Mercer Street available for future purchase or transfer for the Town Center project and negotiate in good faith and enter into an agreement for the purchase of all or part of the City property within the Town Center Site with or without existing improvements, as agreed, on all or a part of the property located at 511 Mercer Street, Dripping Springs, Texas, including the right of way located on the corner of Highway 290 and Mercer Street to the extent allowed by law, that is required for development of Phases 1 and 1A, including property required for new City, Library, and County facilities, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval by the governing boards of each entity involved in the sale or exchange within six months from the date of

execution of this Agreement. The agreement shall include the part(ies) who will purchase or otherwise obtain the City property, the method(s) of transfer, and the date(s) on or around which the properties will be transferred. The final price or land exchange may be determined by the applicable parties at a time mutually agreeable to the parties who are purchasing and selling the property.

(b) Negotiate in good faith with the Library and County the terms of a cost-sharing agreement for eligible shared infrastructure improvements, including each entity's pro rata share of right-of-way, utility, and drainage improvements within six months of the execution of this Agreement based on service demands and to the extent these may be supported by each party's available financing resources, as well as any reimbursement agreements for costs the City may be able to incur that exceed its pro rata share (e.g., initially covering a portion of the Library or County pro-rata share subject to future funding allocations from those entities or the TIRZ);

(c) To the extent allowed by law, adopt a Plan of Finance for the Phase 1 and 1A infrastructure in cooperation with the TIRZ Board, DSISD, Library, and Hays County within twelve months of the execution of this Agreement and will engage a contractor for design of the improvements within six months after the adoption of the Plan of Finance by applicable parties;

(d) Within six months after approval of the Plan of Finance associated with this agreement is finalized as to the terms listed above and property dedicated to each entity by the DSISD and City as negotiated, initiate an application for Planned Development District zoning and promote its approval and provide for the entitlement process for the Town Center, including any required public outreach and engagement;

(e) Conduct space planning and design for the construction of a new City Hall and associated parking and utilities, with the express intent to restrict the land area required to the 1.2-acre site identified as "Civic Site 2" in the Town Center Plan as attached on **Exhibit "A"** (Fall 2019 version); and

(f) Within three months of adoption of the Plan of Finance by the City, the City shall present a cost reimbursement agreement to the TIRZ Board for recommendation whereby City-issued debt and other financing can provide initial funding for any Phase 1 and 1A infrastructure not otherwise funded by the Library or County, to reimburse the City on a pay-as-you-go basis and/or issue debt supported by TIRZ revenues to pay down the City's initial financing; and

(g) In addition, the City may, at its sole discretion:

(1) Engage the DSISD, Library, and/or Hays County to explore the potential for shared use of portions of the planned new City Hall building, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable;

(2) Execute the acquisition of the new City Hall site through a transaction with DSISD;

(3) Negotiate in good faith for the disposition of the City's current City Hall property to an eventual end purchaser related to the Town Center Project;

(4) Complete fundraising for and construction of the new City Hall and associated on-site improvements; and

(5) Pursue funding for Town Center infrastructure and other improvements through other potential resources, including proceeds from cash-in-lieu fees, contributions from development agreements, disposition of public assets, State, County, or regional funding, or any other viable sources.

2.3 **DSISD Agreement.** DSISD shall:

(a) The DSISD shall permit the Parties in this Agreement to purchase and/or agree to the exchange of property, at an agreed value , sufficient land within the boundaries of the District Property, as more described below, to construct the Town Center project. The sale and/or exchange of property and purchase is subject to Chapter 272 of the Texas Local Government Code, Section 11.154 of the Texas Education Code, and subparagraph 2.3(b).

(b) The Parties agree to negotiate in good faith and enter into an agreement for the future sale of the property with the City of Dripping Springs, Library, and/or Hays County, with or without improvements, on approximately eleven point seven (11.7) acres generally located at 510 Mercer Street, Dripping Spring, Texas, excluding the Walnut Springs Elementary School track and field, as required for development of Phases 1 and 1A, but including property required for new City, Library, and County facilities, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval of the governing boards of each entity within six months from the date of execution of this Agreement. The agreement shall include the part(ies) who will purchase or acquire the DSISD property, the method(s) of transfer, and the date(s) on or around which the property will be sold or transferred but not later than July 1, 2022 or on the date agreed to by the DSISD and the buyer(s) of the property in the agreement referenced herein. The final price or land exchange may be determined by the applicable parties at a time in the future, as mutually agreeable to the parties who are purchasing and selling the property; and

(c) The responsibility for the demolition of the existing improvements at 510 Mercer Street shall be determined by the Board of Trustees during the real estate negotiations; and

(d) If the Town Center project is terminated and paragraph 2.3(a) and (b) is not exercised, then in accordance with the requirements of Chapter 272, Texas Local Government Code, DSISD will negotiate in good faith and enter into a real estate sales contract with the Library for property in the amount of acreage sufficient to build a 35,000 square foot building and additional acreage to support the infrastructure as set forth in the interlocal agreement between the Library and District.

(e) In addition, DSISD may, at its sole discretion:

(1) Engage the City, Library, and/or Hays County to explore the potential for shared use of portions of the planned new City Hall building or other Town Center facilities, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable; and

(2) Engage the City in discussions regarding the potential swap of the current City Hall site and building or other City property, with or without improvements, for portions of the current DSISD property required for Phases 1 and 1A of the Town Center Plan, with each property owner receiving fair market value in such an exchange.

2.4 **Library.** The Library shall:

To advance and implement the development of the Dripping Springs Town Center, the Dripping Springs Community Library (Library) shall:

(a) In accordance with Chapter 272 Texas Local Government Code, negotiate in good faith and enter into an agreement to purchase all or part of the property from the DSISD for the property within the Town Center Site, with or without existing improvements, as agreed, on all or a part of approximately eleven point seven (11.7) acres generally located at 510 Mercer Street, Dripping Springs, Texas, excluding the Walnut Springs Elementary School track and field, that is required for development of Phases 1 and 1A, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval by the governing boards of each entity within six months from the date of execution of this Agreement. The agreement shall include the part(ies) who will purchase or obtain the DSISD property, the method(s) of transfer, and the date(s) on or around which the property will be sold or transferred but not later than July 1, 2022 or on the date agreed to by the DSISD and the buyer(s) of the property in the agreement referenced herein.. The final price or land exchange may be determined by the applicable parties at a time in the future, as mutually agreeable to the parties who are purchasing and selling the property; and

(b) Negotiate in good faith with the City and County the terms of a cost-sharing agreement for eligible shared infrastructure improvements, including each entity's pro rata share of right-of-way, utility, and drainage improvements within six months of the execution of this Agreement based on service demands and to the extent these may be supported by each party's available financing resources, as well as any reimbursement agreements for costs the Library may be able to incur that exceed its pro rata share (e.g., initially covering a portion of the City or County pro-rata share subject to future funding allocations from those entities or the TIRZ) and assist the City in the preparation for its Plan of Finance; and

(c) Conduct space planning, design, and site planning for the construction of a new Town Center Library and associated parking and utilities, with the express intent to restrict the land area required to the 1.8-acre site identified as "Civic Site 1" in the Town Center Plan as attached on **Exhibit "A"** (Fall 2019 version), accounting for Library parking that may be accommodated on-street in the public right-of-way.

(d) In addition, Library may, at its sole discretion:

(1) Engage the DSISD, City, and/or Hays County to explore the potential for shared use of portions of the planned Town Center Library building, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable; and

(2) To the extent allowed by law, complete fundraising for and construction of the new Town Center Library and associated on-site improvements as well as any shared infrastructure that the Library's financing resources may be able to support.

(3) Acquire land suitable for the new Library facility.

2.5 <u>Conditions of the County.</u>

To advance and implement the development of the Dripping Springs Town Center, Hays County shall:

(a) In accordance with Section 272.001(b)(5), Texas Local Government Code, negotiate in good faith and enter into an agreement for the purchase of all or part of the property from the DSISD and/or the City for the acquisition of real property with or without improvements, as agreed, on all or part of approximately eleven point seven (11.7) acres generally located at 510 Mercer Street, Dripping Springs, Texas, excluding the Walnut Springs Elementary School track and field and/or the property at 511 Mercer Street with or without existing improvements, that is required for development of Phases 1 and 1A, including property required for new City, County, and Library facilities, Town Square park, and new or expanded right-of-way in exchange for cash compensation and/or the exchange of property equal to fair market value, subject to final approval by the governing board of each entity, for a County facility within six months from the date of execution of this agreement. The agreement shall include the part(ies) who will purchase or obtain the DSISD and/or City property, the method(s) of transfer, and the date(s) on or around which the property will be transferred in 2022, for DSISD property not later than July 1, 2022 or on the date agreed to by the DSISD and the buyer(s) of the property in the agreement referenced herein.. The final price or land exchange may be determined by the applicable parties at a time in the future as mutually agreeable to the parties who are purchasing and selling the property; and

(b) Negotiate in good faith with the Library and City the terms of a cost-sharing agreement for eligible shared infrastructure improvements, including each entity's pro rata share of right-of-way, utility, and drainage improvements within six months of execution of this Agreement based on service demands and to the extent these may be supported by each party's available financing resources, as well as any reimbursement agreements for costs the County may be able to incur that exceed its pro rata share (e.g., initially covering a portion of the Library or City pro-rata share subject to future funding allocations from those entities or the TIRZ) and assist the City in preparation of its Plan of Finance; and

(c) Conduct space planning and design for the construction of a new County facility by Spring 2022 and associated parking and utilities, with the express intent to restrict the land area required to a portion of the 1.2-acre site identified as "Civic Site 2" in the Town Center Plan as attached on **Exhibit "A"** (Fall 2019 version).

(d) In addition, the County may, at its sole discretion:

(1) Execute the acquisition of the new County site through a transaction with DSISD;

(2) Within three months of adoption of the Plan of Finance by the City, present to the TIRZ Board the terms of a cost reimbursement agreement whereby County resources can provide initial funding for any Phase 1 and 1A infrastructure not otherwise funded by the Library or City to reimburse the County on a pay-as-you-go basis and/or issue debt supported by TIRZ revenues to pay down the County's initial financing;.

(3) Engage the DSISD, City, and/or Library to explore the potential for shared use of portions of the planned new civic buildings instead of or in addition to constructing a new County facility, including any cost-sharing agreements and scheduling parameters that may be mutually agreeable;

(4) Complete fundraising for and construction of the new County facility and associated on-site improvements; and

(5) Pursue funding for Town Center infrastructure and other improvements through other potential resources, including proceeds from County parks and transportation bonds, contributions from development agreements, disposition of public assets, State or regional funding, or any other viable sources.

ARTICLE III
DEFAULT, REMEDIES, TERMINATION

3.1 **Defaults, Generally.** A default shall occur ("Default") hereunder if either the City, DSISD, Library, or County shall fail or refuse to perform any of its respective obligations under this Agreement and such Default shall continue for thirty (30) days after written notice from the non-defaulting parties to the defaulting party designating such Default (or for such longer period as may be reasonably required to cure such Default in the exercise of all due diligence but not in excess of ninety (90) days).

3.2 **Remedies after Default.** If a Default occurs, the non-defaulting party shall have all the remedies available to the non-defaulting party at law or in equity, including the right to bring an action for specific performance against the defaulting party.

3.3 **Notice of Default; Opportunity to Cure.** If this Agreement is breached, the party alleging the default or breach shall give the breaching party not less than thirty (30) days written notice, measured from the date of the certified mailing, specifying the nature of the alleged default, and when appropriate, the manner in which the alleged default may be satisfactorily cured. If the

nature of the alleged default is such that it cannot reasonably be cured within the thirty (30) day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within the period.

3.4 Notice of Intent to Terminate on Default. At any time following the thirty-day cure period, the complaining party may institute legal proceedings and/or give written notice of intent to terminate the Agreement by certified mail. The written notice of intent to terminate shall specify the nature of the alleged grounds for termination.

3.5 Termination of Agreement. Each party shall be able to terminate this Agreement by giving a thirty (30) day written notice to each other Party if the party terminating the Agreement: (1) no longer can obtain funding for the Town Center Project; (2) no longer can allocate funding for the construction of replacement facilities affected by the Town Center Project; (3) there is a legal or budgetary impediment to the DSISD; or (4) a legal impediment to the City.

3.6 Cancellation of Agreement. Except as otherwise permitted herein, this Agreement may be cancelled, in whole or in part, only by mutual written consent of all of the Parties.

3.7 Time of Essence to Agreement. The Parties agree that time is of the essence to this Agreement.

ARTICLE IV
GENERAL PROVISIONS

4.1 Notice. Any notice or statement required or permitted to be delivered by one of the Parties to this Agreement to the other shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the address shown below, or at such other address (or addressees) provided by the parties to each other:

District:	Dripping Springs Independent School District c/o Superintendent 510 Mercer Street Dripping Springs, Texas 78720
With copy to:	Oscar G. Trevino Walsh, Gallegos, Trevino, Russo & Kyle P.C. 505 E. Huntland Dr. #600 Austin, Texas 78752
City:	City of Dripping Springs c/o Michelle Fischer 511 Mercer Street Dripping Springs, Texas 786201

With copy to:	Laura Mueller City Attorney 511 Mercer Street Dripping Springs, Texas 786201
Library:	Dripping Springs Community Library District c/o Missy Atwood 501 Sportsplex Drive Dripping Springs, Texas 78620
With copy to:	Kate Leverett GERMER PLLC 550 Fannin, Suite 400 Beaumont, Texas 77701
County:	Hays County c/o Hays County Judge 111 E. San Antonio St., Ste. 300 San Marcos, Texas 78666
With copy to:	Mark Kennedy County General Counsel 111 E. San Antonio St., Ste. 300 San Marcos, Texas 78666

4.2 **No Joint Venture; No Third-Party Beneficiaries.** It is acknowledged and agreed to by the Parties to this Agreement that the terms hereof are not intended to and shall not constitute a partnership or joint venture between the parties. The Parties, their officials, officers, and agents, do not assume any responsibility or liability to any third parties in connection with the design, construction, operation or maintenance of any structures or improvements associated with Town Center.

4.3 **Applicable Law and Venue.** This Agreement is made and shall be construed and interpreted under the laws of the State of Texas, and venue to enforce or interpret any aspect of this Agreement shall lie in Hays County, Texas.

4.4 **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated herein, and this instrument supersedes any prior agreements or understandings between the parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement.

EXECUTED on this the 15th day of April 2020 ("Effective Date").

[signature pages follow]

CITY OF DRIPPING SPRINGS, TEXAS

Todd Purcell, Mayor

Attest:

Andrea Cunningham, City Secretary

DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT

Dr. Mary Jane Hetrick
Vice-President, Board of Trustees

Attest:

Shannon O'Connor
Secretary, Board of Trustees

DRIPPING SPRINGS COMMUNITY LIBRARY DISTRICT

Missy Atwood, President

Attest:

Melva Codina, Treasurer

HAYS COUNTY

_____

Ruben Becerra, Hays County Judge

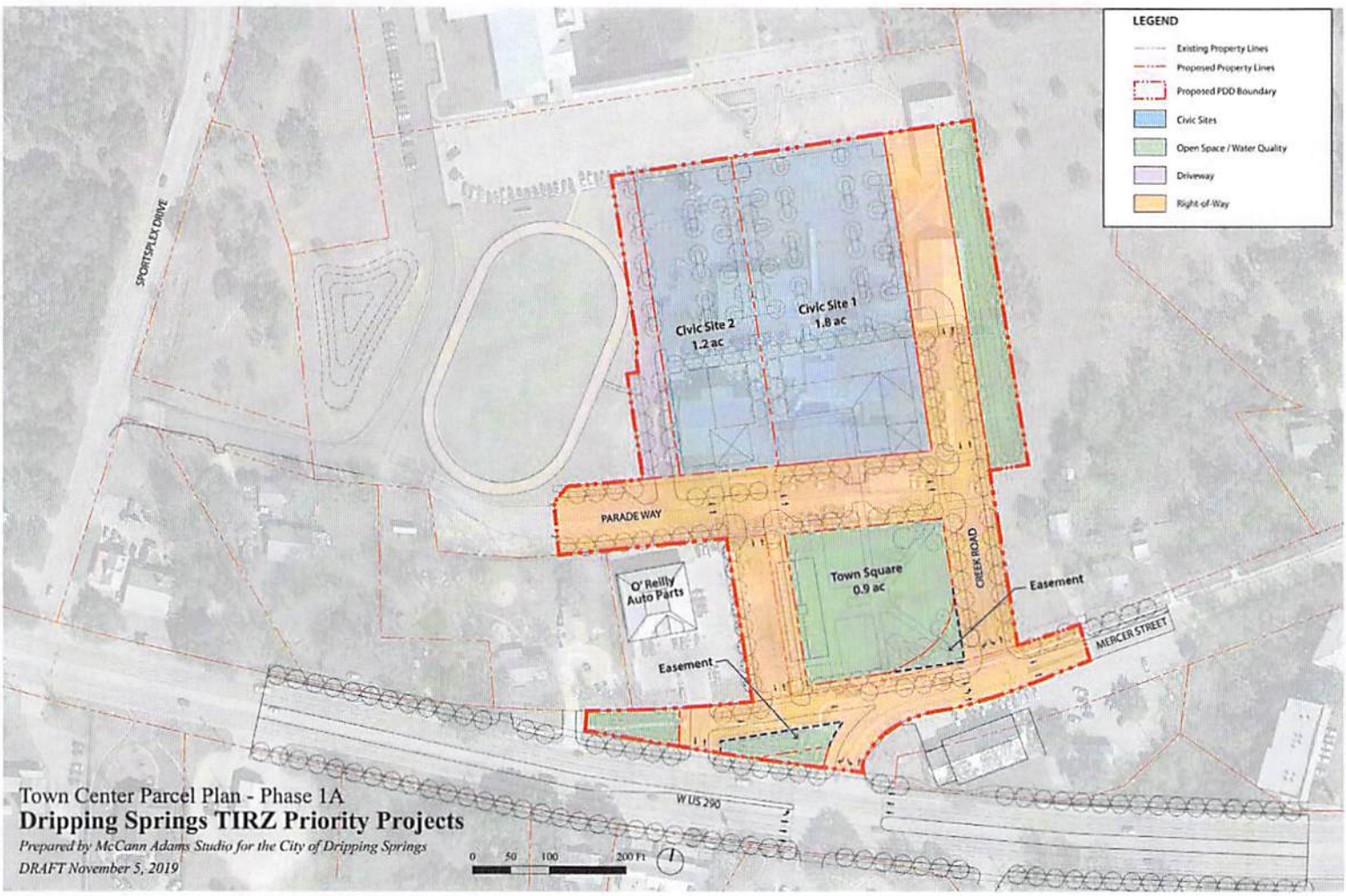
Attest:

_____

Elaine Cardenas, Hays County Clerk

Exhibit "A"

Town Center Plan
"Civic Site 2"



TIRZ PRIORITY PROJECTS
DRIPPING SPRINGS TOWN CENTER
PRELIMINARY CONCEPTUAL PLAN
November 17, 2017

BACKGROUND

In December of 2016, the City of Dripping Springs established two Tax Increment Reinvestment Zones (TIRZ #1 & #2), with the purpose of promoting economic development, and planning critical infrastructure to support quality development within the central part of the city. Several Priority Projects have been identified by the TIRZ Board, including the improvement of Old Fitzhugh Road, future planning for the Triangle tract at the east end of Mercer Street, and the planning and potential development of a Town Center Project on properties currently owned and occupied by the City and the Dripping Springs Independent School District (DSISD) at the western end of Mercer Street.

Pursuant to a Memorandum of Understanding (MOU) between the City, the TIRZ Board, DSISD and the Dripping Springs Community Library District, the parties agreed to pursue joint planning and evaluation of a Town Center concept on tracts currently occupied by DSISD administrative offices, City Hall, a portion of Mercer St Right of Way and, potentially, a small adjacent commercial tract. The intent of the Town Center Plan is to promote *"the availability of joint use spaces to provide for necessary facilities for the City, District, Library and local economic development"*. The MOU calls for a Preliminary Conceptual Plan for the Town Center Project to be completed by November 17, 2017, to allow the parties to evaluate the concept and make recommendations regarding it's approval to their respective decision makers by December 31, 2017. This document summarizes the Preliminary Concept Plan, which has been prepared over the past two months. The Plan is based on available information, Stakeholder-provided program data and needs assessments, site visits and multiple Stakeholder Visioning and Work Sessions.

THE VISION AND THE NEED

Dripping Springs City Hall and the DSISD Administrative Offices occupy separate parcels of land at the western terminus of Mercer Street, the town's historic main street. The City Hall is located in a former church building of approximately 7,100 square feet that is challenged to meet the needs of the growing community; the City estimates a need to double its facility over the next ten years to keep pace with rapidly-expanding municipal service needs.

The DSISD offices are located in sixty-year old former classroom and school buildings. Facilities Assessments recently conducted have highlighted its substandard and degraded conditions and have outlined the high costs of rehabilitation. A recent facility program plan estimates that a complex of approximately 64,000 square feet will be required by 2022, to fulfill the integrated complement of administrative, community services, technology, day care, training and meeting needs of the District.

In addition, the Dripping Springs Community Library, situated to the northwest of the Town Center, wishes to grow from a facility of approximately 9,200 square feet to one with expanded programs in a building of 30,000 to 35,000 square feet. As described in the MOU, the Library is interested in locating within the Town Center, where it can play a more visible, integrated, commercially-invigorating and central role in the life of the community.

To further reinforce the role of the Town Center as a place of cooperative civic government, Hays County also has the need for satellite office space of approximately 2,500 square feet to serve its constituents in the northern part of the County.

The Town Center is envisioned as a complex of civic and commercial buildings at the western terminus of Mercer Street that can meet the needs of the growing community and contribute to its economic viability. Shared uses within the Town Center should be optimized to the extent feasible to promote governmental efficiency and fiscal stewardship. The Town Center should provide a major focal point and gathering space – a "Town Square" - for special events, festivals and gatherings that can also serve as the symbolic heart of the community. Commercial uses capitalizing on US 290 frontage property should be included to extend the viability and visibility of Mercer Street as a regional destination, to promote an active pedestrian environment around the Town Square, and to offer a potential revenue stream that could help to offset capital and operating costs of the Town Center.

Each of the project components should be located on identified parcels of land that would allow them to proceed at their own pace, and with their own funding sources, but in a cooperative, harmonious and mutually-beneficial way, within a unified Planned Development District arrangement. It is assumed that DSISD, as the major property owner, would enter into agreements with the respective public entities as part of an ultimate implementation program that will be developed following Stakeholder approval of this Preliminary Concept Plan, and as part of a more detailed Development Plan process.

In addition to providing needed civic and commercial space, a key part of the Town Center vision is to improve the vehicular and pedestrian circulation systems of the area, including planning for a new signalized intersection at Creek Rd. and US 290, and providing improved local connectivity and flows between Mercer Street, Parade Way and Creek Road. Maintaining vehicular access to Walnut Springs Elementary School by school buses and by parents dropping off and picking up their children is also a critical component of this circulation plan.

The existing site developments occurred prior to water quality regulations by the City and the Texas Commission on Environmental Quality Edwards Aquifer (TCEQEA) program, thus, water quality treatment measures are not found. Walnut Springs Elementary School has an existing detention pond in the southwest property corner to manage peak runoff rates to levels required by City ordinances. The site drains towards the Dripping Springs Tributary of Onion Creek. The proposed Federal Emergency Management Agency (FEMA) floodplain maps do not show flooding on this site but do identify structures south (downstream) of US Highway 290 in the floodplain. Thus, it will be important for the Town Center project to implement a consolidated water quality and stormwater detention system to safely convey runoff through the site, treat runoff quality, and mitigate peak flow impacts to protect downstream businesses and residents.

THE CONCEPTUAL PLAN

The attached plan provides a preliminary approach to meeting the program needs of the governmental and public entities in a way that maintains the existing historic, small-town scale and character of Dripping Springs. Key components of the Plan include:

- *A Network of Local Streets:* The Plan creates a localized network of tree-lined streets with sidewalks that provide connectivity to the surrounding community. Primary access to the Town Center will occur through a signalized intersection of US 290 and the extension of Creek Road north of US 290. Mercer Street will realign to form a roundabout at its intersection with Creek Road, allowing for the free movement of traffic destined to and from the historic core. The extension of Parade Way to Creek Road further promotes access and circulation through the Town Center.
- *A Town Square:* In the tradition of Texas towns, a town square will provide a western terminus to Mercer Street, shared by each of the community's key public facilities. The square will provide a civic focal point for the community and a place for public gatherings, special events and festivals.
- *The Extension of Mercer Street:* The inclusion of commercial buildings along the southern edge of the square extends the look, feel and commercial activity of the town's historic core along the US 290 frontage, thereby promoting the visibility and destination appeal of the Mercer St. Historic District. Approximately 25,000 square feet of retail, restaurant and upper level office space is envisioned in four to five buildings along the extension of Mercer St and US 290.
- *A New City Hall:* A City Hall building of approximately 12,000 square feet (one to two-stories), occupies the western edge of the square, preserving it's existing presence on Mercer St. and promoting easy public access to City services.
- *A County Precinct Office Building:* Adjoining the City Hall (either as a separate one-story building or as an integral wing of the City Hall), Hays County would occupy approximately 2,500 square feet of space on the square.
- *A New Community Library:* The library would occupy a distinctive corner of the square in a two-story building of approximately 34,000 square feet. Outdoor open space in a courtyard could be used by the library for programmed events.
- *DSISD Offices, Community Services and Day Care:* Adjoining the Library building and defining an internal courtyard, DSISD's administrative functions and its day care facility would occupy a two-story building of approximately 49,000 square feet.
- *Shared Board Room/Council Chambers:* At the symbolic heart of the Town Center in direct proximity to the DSISD office building, the Library and City Hall, the Plan proposes a 16,000-foot structure of two to three floors that would house a shared Board Room and Council Chambers with associated meeting, conference and support spaces.
- *Shared Parking:* Parking would be shared throughout the district and among the civic and commercial uses. Each use experiences a unique fluctuation of parking demand throughout the day, and a mixed-use development is ideal for sharing parking. It is estimated that peak demand (weekday afternoons) will generate the need for 450 new parking spaces. These 450 spaces are distributed along streets and driveways and in the parking areas between the Town Center and Walnut Springs Elementary School (WSES). No parking is displaced from WSES, and the bus staging area could operate as over-flow parking for special evening and weekend events.
- *Queuing for Student Pick-Up and Drop-Off:* The school circulation for WSES will maintain existing student pick-up and drop-off locations and bus loading. Through the reconfiguration of driveways, the Plan includes designated WSES student pick-up and drop-off lanes, increasing total on-site storage from the existing 1390 lineal feet to 2020 lineal feet. School buses will access the existing WSES bus staging area from the reconfigured intersection of Creek Road and US 290.

- *WSES Track:* In order to accommodate all desired Stakeholder facility needs and parking requirements within the property constraints of the MOU, the Plan proposes to reconfigure the existing Walnut Springs Elementary School track and playfield, shifting it to the north and west. The total length of the track would be reduced by about 25% from 920 feet to 685 feet, but the Plan provides for an additional 450 feet of trail that would connect the track with the Sportsplex Drive-Parade Way intersection and with the school campus.
- *Drainage and Water Quality:* The Preliminary Town Center plan proposes to increase or maintain the existing Walnut Springs School detention pond volume to manage peak flow rates draining towards the southwest, with the addition of rain gardens, permeable pavement systems, rainwater harvesting, and other low impact development systems throughout the site to manage stormwater runoff in accordance with the City and TCEQEA requirements. A tree lined stormwater detention basin and vegetative buffer is envisioned along the northeastern portion of the site to complete the drainage plan. An underground storm drainage network will be used to connect the stormwater components and discharge treated runoff in a safe and non-erosive manner into the Dripping Springs Tributary to Onion Creek.

CONCLUSIONS

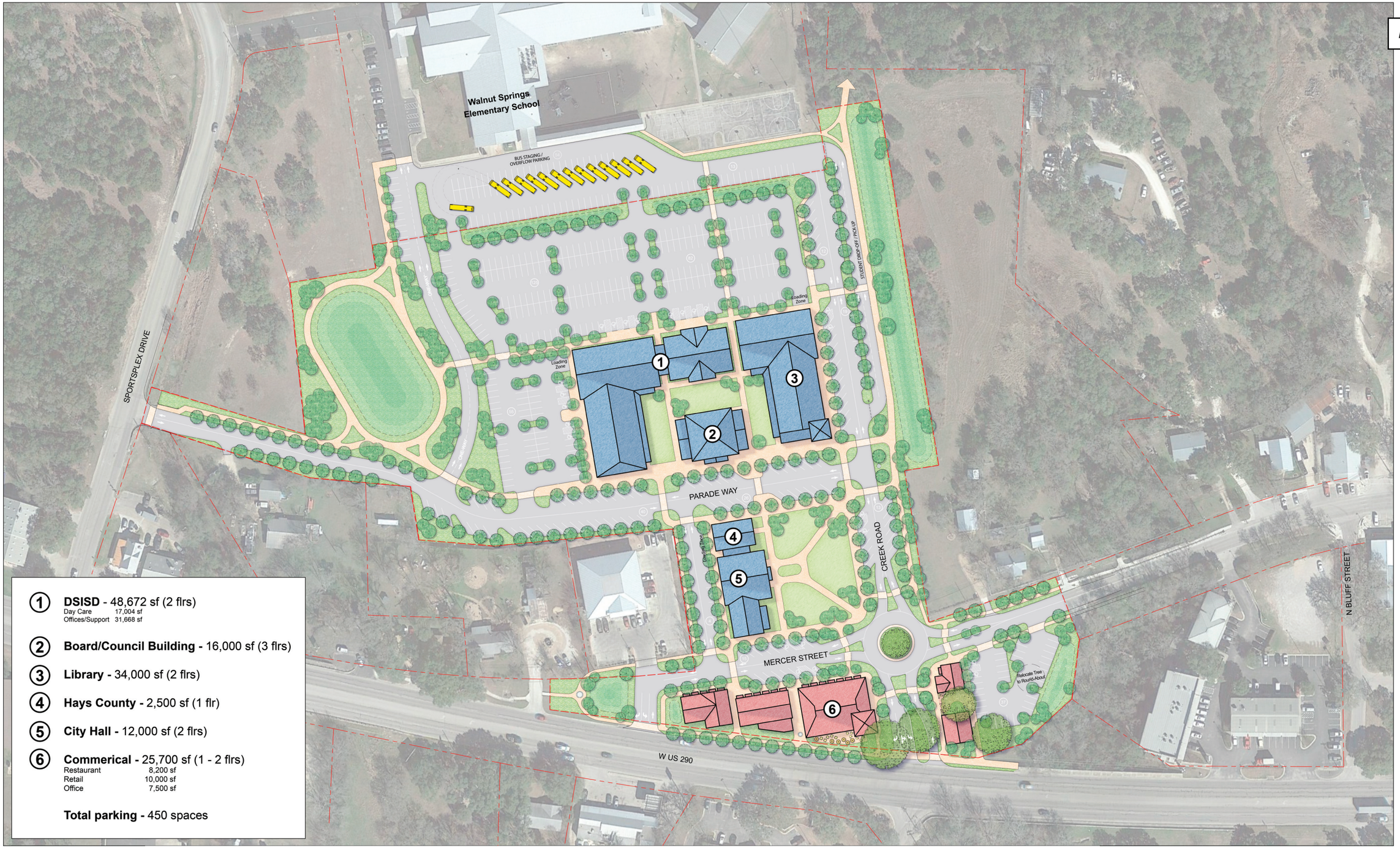
On the basis of this preliminary planning effort, the consultant team has made the following findings:

- The programmatic needs of the City, Library, County and School District can be accommodated within the proposed study area, in a way that will create a strong Town Center that will enhance the image, identity and economic vitality of Dripping Springs and promote it's attractiveness as a regional destination for years to come.
- The Plan will improve local circulation within Dripping Springs, enhancing access to WSES, providing a more connected street network and a safer intersection at US 290 and Creek Road through new signalization.
- The Plan will enhance the visibility and potential economic viability of Mercer Street as the commercial and civic heart of the community, extending it and creating a mixed-use Town Square with new uses, populations and vitality at it's western end.
- The Plan will require relocation and alterations to the existing WSES track in order to accommodate the full program of Stakeholder facilities and the associated parking requirements.
- The Plan build-out option assumes amicable acquisition of an existing 0.25-acre commercial site immediately west of DSISD property on US 290. If this acquisition is not feasible, the Plan could still be achieved with a reduced Town Square.
- A drainage system can be created within the study area to mitigate runoff increases and provide for water quality treatment, within the standards of the City and the TCEQ Edwards Aquifer Program.
- The site will provide a sufficient number of parking spaces to meet the peak weekday demand of the programmed uses on the site. Additional evening and weekend parking (approximately 90 spaces) could be provided on the WSES bus staging area.

NEXT STEPS

Under the terms of the MOU, if the parties each satisfy their obligations, approve the Preliminary Conceptual Plan and come to further "Conditional Agreements" to pursue the Town Center Concept, then additional joint planning, studies, investigations and research will be undertaken, resulting in the creation of a refined "Development Plan," including:

- A real estate market study to finalize the program of commercial uses and their operational criteria by March 31, 2018;
- Discussions with TxDOT to develop the reconfiguration of the US290 intersection and prospective new signalization;
- More detailed drainage studies to refine the design and estimate the cost of detention and water quality measures to meet TCEQ and City regulations;
- More detailed programmatic analysis to optimize shared use opportunities among the governmental and public entities;
- Development of an implementation program that sets forth land disposition strategies, possible participation of a private developer, and roles and responsibilities for implementation of capital improvements.
- Assessment, analysis and preliminary cost estimates of utilities and critical infrastructure needed to enable and implement the plan.
- 3D Model and Renderings



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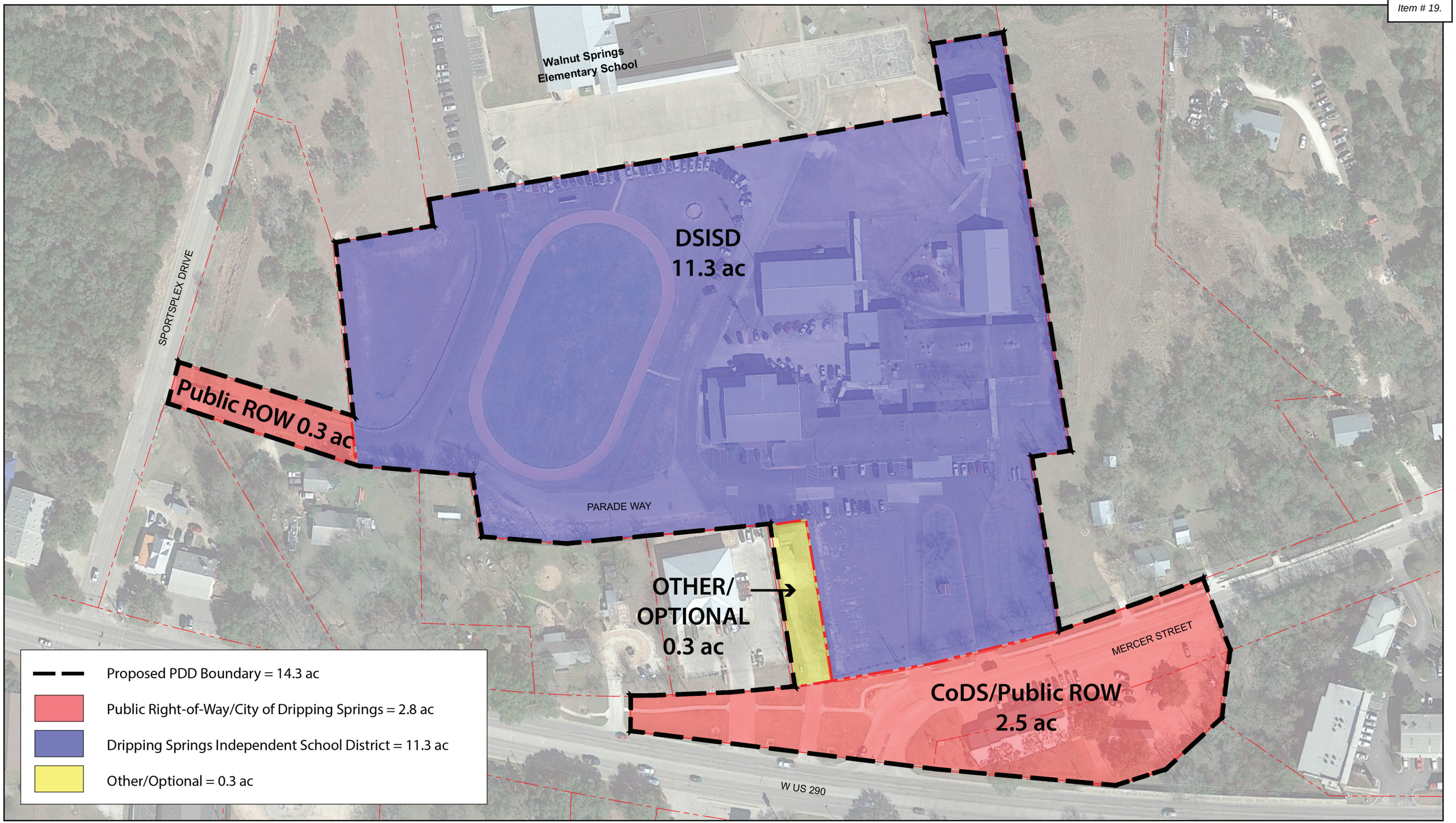
TOWN CENTER PRELIMINARY CONCEPT

Dripping Springs TIRZ Priority Projects

Prepared by McCann Adams Studio for the City of Dripping Springs

NOVEMBER 16, 2017



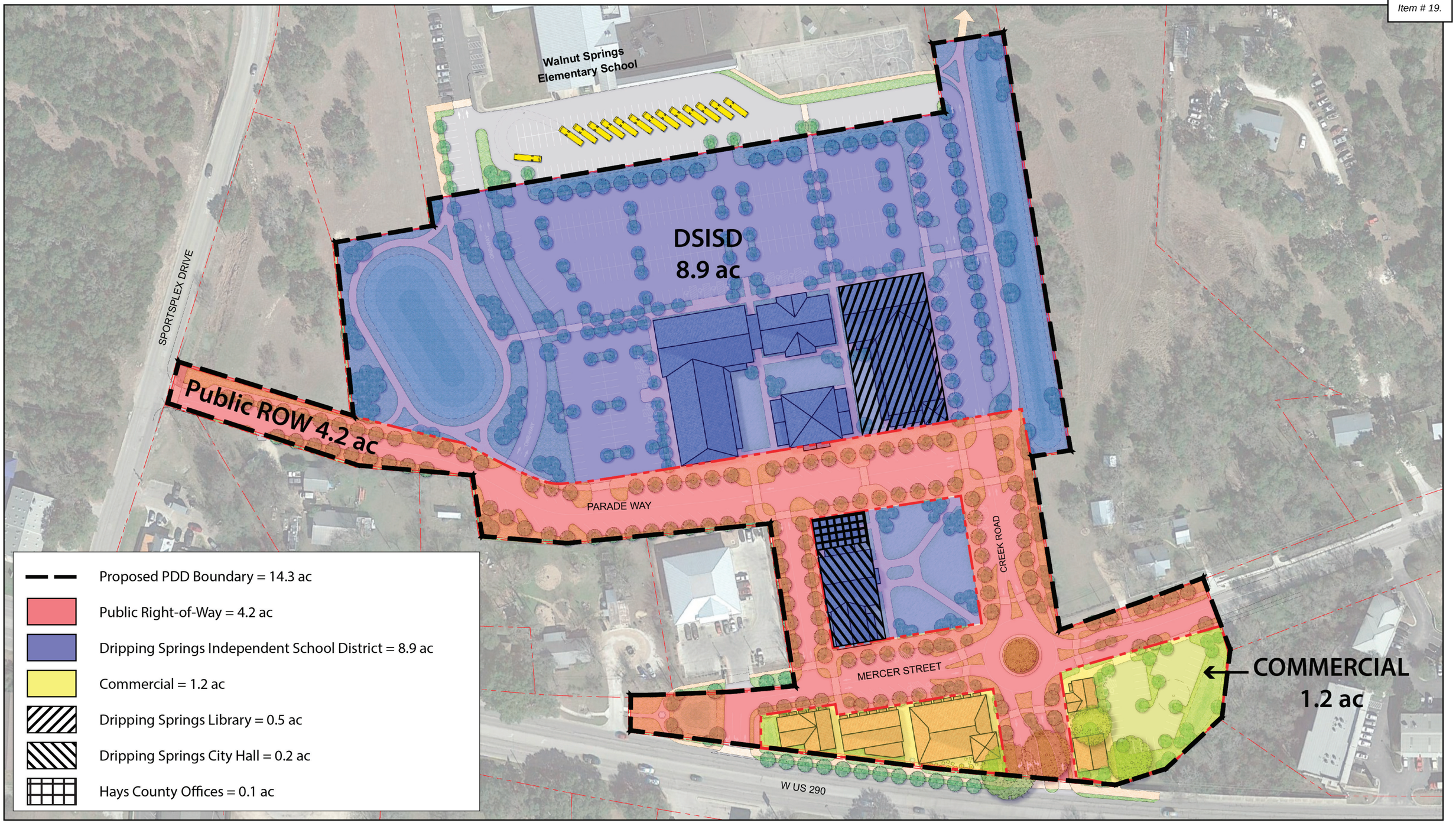
Town Center Existing Ownership

Dripping Springs TIRZ Priority Projects

Prepared for the City of Dripping Springs by McCann Adams Studio

DRAFT November 16, 2017

0 50 100 200 Feet



Town Center Potential Land Disposition

Dripping Springs TIRZ Priority Projects

Prepared for the City of Dripping Springs by McCann Adams Studio

DRAFT November 16, 2017

0 50 100 200 Feet

December 4, 2017 - TIRZ No. 1 & No.2 Board Regular Meeting

4:00 p.m. - City Hall Council Chambers

(Individuals may speak for three minutes. Public Hearings may be limited to 30 minutes.)

	Name (Please print your name)	Residential Address (Address and City)	Please indicate the agenda item you will be speaking about:
1	Marianne Simmons	1611 Creek Rd DS	TIRZ
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TEXAS Health and Human Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

☑ CHECKLIST FOR OFFICE-BASED EMPLOYERS

Employers may operate their offices with up to 75% of the total office occupancy, provided the individuals maintain appropriate social distancing. All employees and customers must wear a face covering (over the nose and mouth) wherever it is not feasible to maintain six feet of social distancing from another individual not in the same household.

The following are the minimum recommended health protocols for all office work employers choosing to operate in Texas. Office work employers may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees, contractors, and customers.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Office work employers should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Employers should also be mindful of federal and state employment and disability laws, workplace safety standards, and accessibility standards to address the needs of both workers and customers.

Health protocols for your employees and contractors:

- ☐ Train all employees and contractors on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
- ☐ Screen employees and contractors before coming into the office:
  - ☐ Send home any employee or contractor who has any of the following new or worsening signs or symptoms of possible COVID-19:
    - Cough
    - Shortness of breath or difficulty breathing
    - Chills
    - Repeated shaking with chills
    - Muscle pain
    - Headache
    - Sore throat
    - Loss of taste or smell
    - Diarrhea
    - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
    - Known close contact with a person who is lab confirmed to have COVID-19

TEXAS Health and Human Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

OFFICE-BASED EMPLOYERS: Page 2 of 3

- ☐ Do not allow employees with new or worsening signs or symptoms listed above to return to work until:
  - In the case of an employee or contractor who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed *since recovery* (resolution of fever without the use of fever-reducing medications); and the individual has *improvement* in symptoms (e.g., cough, shortness of breath); and at least 10 days have passed *since symptoms first appeared*; or
  - In the case of an employee or contractor who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
  - If the employee or contractor has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.
- ☐ Do not allow an employee or contractor with known close contact to a person who is lab-confirmed to have COVID-19 to return to work until the end of the 14 day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).

☐ Have employees and contractors wash or sanitize their hands upon entering the office.

☐ Have employees and contractors maintain at least 6 feet separation from other individuals. If such distancing is not feasible, other measures such as hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.

☐ Consider implementing a staggered workforce, such as alternating days or weeks for different groups of employees and/or contractors coming into the workplace.

☐ Continue to encourage individuals to work remotely if possible.

☐ If an employer provides a meal for employees and/or contractors, the employer is recommended to have the meal individually packed for each individual.

Health protocols for your facilities:

☐ Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, chairs, and restrooms.

TEXAS Health and Human Services
Texas Department of State Health Services
John Hellerstedt, M.D.
Commissioner

OFFICE-BASED EMPLOYERS: Page 3 of 3

- ☐ **Limit the use of standard-size elevators to four individuals at a time, each located at a different corner of the elevator to avoid close contact. Masks should be worn in elevators. Utilize touchpoint cleaning and nanoseptic button covers if appropriate. For individuals not wishing to ride an elevator, ensure stairways are available for use. As appropriate, individuals subject to the Americans with Disabilities Act may ride the elevator alone or accompanied by the individual's caregiver.**
- ☐ Disinfect any items that come into contact with customers.
- ☐ Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees, contractors, and customers.
- ☐ Consider placing readily visible signage at the office to remind everyone of best hygiene practices.
- ☐ For offices with more than 10 employees and/or contractors present at one time, consider having an individual wholly or partially dedicated to ensuring the health protocols adopted by the office are being successfully implemented and followed.

TEXAS Health and Human Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

☑ CHECKLIST FOR RODEO AND EQUESTRIAN EVENTS

Individuals may engage in, and sponsors may put on, rodeos and equestrian events. Spectators are allowed, provided that indoor venues limit the number of spectators to no more than 50% of the total listed occupancy of the venue, and outdoor venues may operate at up to 50% of the normal operating limits as determined by the facility owner. Six feet of separation between individuals not within the same household should be maintained to the extent feasible. To the extent the rodeo or equestrian event has spectators, the person sponsoring the event must ensure that ingress and egress from the venue allows for 6 feet of social distancing between individuals on entering and exiting the venue. All employees and customers must wear a face covering (over the nose and mouth) wherever it is not feasible to maintain six feet of social distancing from another individual not in the same household.

The following are the minimum recommended health protocols for all individuals engaging in, and sponsors putting on, rodeo and equestrian events in Texas. Individuals and sponsors may adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all employees, contractors, volunteers, and participants.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Participants and sponsors should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization. Participants and sponsors should also be mindful of federal and state employment and disability laws, workplace safety standards, and accessibility standards to address the needs of both workers and customers.

Health protocols for your spectators:

- ☐ Remote ticketing options are encouraged to help manage capacity limitations.
- ☐ Ensure proper spacing between patrons in the venue:
  - ☐ For venues that configure seating arrangements which are not in rows, ensure at least 6 feet of separation between other groups. No tables of more than 10 people.
  - ☐ For venues that configure seating arrangements in rows, maintain at least two empty seats (or six feet separation) between groups in any row, except as follows:
    - Two or more members of the same household can sit adjacent to one another, with two seats (or six feet separation) empty on either side.
    - Two individuals who are not members of the same household but who are attending together can sit adjacent to one another, with two seats (or six feet separation) empty on either side.
      - Alternate rows between patrons (every other row left empty), as appropriate.
  - ☐ Any other method to provide at least six feet of separation between groups of up to 10 individuals who attend the venue together. Disinfect seats and frequently touched areas before and after use.

TEXAS Health and Human Services
Texas Department of State Health Services
John Hellerstedt, M.D.
Commissioner

RODEO AND EQUESTRIAN EVENTS: Page 2 of 3

- ☐ For venues providing food service to patrons:
  - ☐ Do not leave condiments, silverware, flatware, glassware, or other traditional table top items on an unoccupied table.
  - ☐ Provide condiments only upon request, and in single use (non-reusable) portions or in reusable containers that are cleaned and disinfected after each use.
  - ☐ Clean and disinfect the area used for dining (table, etc.) after each group of customers depart the area.
  - ☐ Use disposable menus (new for each patron), or clean and disinfect reusable menus after each use.
  - ☐ If the venue allows customers to write down their food orders inside the venue, provide take-home pencils and notepads that cannot be used by other customers.
  - ☐ Have wait staff sanitize or wash hands between interactions with customers.
- ☐ For venues with counter food service for patrons:
  - ☐ Provide condiments or flatware only in single use, individually-wrapped items, and provide condiments only upon request.
  - ☐ Have employees and contractors follow proper food-handling protocols.
  - ☐ Disinfect any items that come into contact with customers.
- ☐ Contactless payment is encouraged. Where not available, contact should be minimized. Employees, contractors, and customers should sanitize their hands after the payment process.

Health protocols for your employees, contractors, volunteers, and participants:

- ☐ Individuals not currently competing should remain at least 6 feet away from other individuals. Remaining in vehicles before and after a race, or in separate areas during other events, is strongly recommended.
- ☐ Train all employees, contractors, volunteers, and participants on appropriate cleaning and disinfection, hand hygiene, and respiratory etiquette.
- ☐ Screen employees, contractors, volunteers, and participants before the sporting event:
  - ☐ Send home any employee, contractor, volunteer, or participant who has any of the following new or worsening signs or symptoms of possible COVID-19:
    - Cough
    - Shortness of breath or difficulty breathing
    - Chills
    - Repeated shaking with chills
    - Muscle pain
    - Headache
    - Sore throat
    - Loss of taste or smell
    - Diarrhea
    - Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
    - Known close contact with a person who is lab confirmed to have COVID-19
  - ☐ Do not allow employees, contractors, volunteers, or participants with new or worsening signs or symptoms listed above to return to work until:

RODEO AND EQUESTRIAN EVENTS: Page 3 of 3

- In the case of an individual who was diagnosed with COVID-19, the individual may return to work when all three of the following criteria are met: at least 3 days (72 hours) have passed *since recovery* (resolution of fever without the use of fever-reducing medications); and the individual has *improvement* in symptoms (e.g., cough, shortness of breath); and at least 10 days have passed *since symptoms first appeared*; or
- In the case of an individual who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to work until the individual has completed the same three-step criteria listed above; or
- If the individual has symptoms that could be COVID-19 and wants to return to work before completing the above self-isolation period, the individual must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.

☐ Do not allow an individual with known close contact to a person who is lab-confirmed to have COVID-19 to return to the event until the end of the 14-day self-quarantine period from the last date of exposure (with an exception granted for healthcare workers and critical infrastructure workers).

☐ Have employees, contractors, volunteers, and participants wash or sanitize their hands upon entering the event venue.

☐ Have employees, contractors, volunteers, and participants maintain at least 6 feet of separation from other individuals. If such distancing is not feasible, other measures such as hand hygiene, cough etiquette, cleanliness, and sanitation should be rigorously practiced.

☐ If the event sponsor provides a meal for employees, contractors, volunteers, and/or participants, the sponsor is recommended to have the meal individually packed for each individual.

Health protocols for your facilities:

☐ If 6 feet of separation is not available between individuals at the event, consider the use of engineering controls, such as dividers between individuals, to minimize the chances of transmission of COVID-19.

☐ Regularly and frequently clean and disinfect any regularly touched surfaces, such as doorknobs, tables, chairs, and restrooms.

☐ Disinfect any items that come into contact with individuals, including sporting event equipment.

☐ Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees, contractors, and customers.

☐ Consider placing readily visible signage at the venue to remind everyone of best hygiene practices.

☐ Consider having an individual wholly or partially dedicated to ensuring the health protocols adopted by the employer are being successfully implemented and followed.

GOVERNOR GREG ABBOTT

March 2, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
1:15 PM O'CLOCK

MAR 02 2021

Secretary of State

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

> Executive Order No. GA-34 relating to the opening of Texas in response to the COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

POST OFFICE BOX 12428 AUSTIN, TEXAS 78711 512-463-2000 (VOICE) DIAL 7-1-1 FOR RELAY SERVICES

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
March 2, 2021

EXECUTIVE ORDER
GA 34

Relating to the opening of Texas in response to the COVID-19 disaster.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating social-distancing restrictions in accordance with guidelines promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC); and

WHEREAS, I subsequently issued a series of superseding executive orders aiming to achieve the least restrictive means of combatting the evolving threat to public health by adjusting social-distancing restrictions while implementing a safe, strategic plan to reopen Texas; and

WHEREAS, under Executive Order GA-32, in effect since October 14, 2020, most establishments have been able to operate up to at least 75 percent of total occupancy, except in some areas with high hospitalizations as defined in that order, where most establishments have been able to operate up to at least 50 percent of total occupancy; and

WHEREAS, I also issued Executive Order GA-29, regarding the use of face coverings to control the spread of COVID-19, and a series of executive orders, most recently GA-31, limiting certain medical surgeries and procedures; and

WHEREAS, COVID-19 hospitalizations and the rate of new COVID-19 cases have steadily declined due to the millions of Texans who have voluntarily been vaccinated, many more who are otherwise immune, improved medical treatments for COVID-19 patients, abundant supplies of testing and personal protective equipment, and Texans' adherence to safe practices like social distancing, hand sanitizing, and use of face coverings; and

WHEREAS, in the Texas Disaster Act of 1975, the legislature charged the governor with the responsibility "for meeting … the dangers to the state and people presented by

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
1:15pm O'CLOCK

MAR 0 2 2021

disasters" under Section 418.011 of the Texas Government Code, and expressly granted the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the "governor may issue executive orders … hav[ing] the force and effect of law;"

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, and in accordance with guidance from medical advisors, do hereby order the following on a statewide basis effective at 12:01 a.m. on March 10, 2021:

1. In all counties not in an area with high hospitalizations as defined below:
   a. there are no COVID-19-related operating limits for any business or other establishment; and
   b. individuals are strongly encouraged to wear face coverings over the nose and mouth wherever it is not feasible to maintain six feet of social distancing from another person not in the same household, but no person may be required by any jurisdiction to wear or to mandate the wearing of a face covering.

   "Area with high hospitalizations" means any Trauma Service Area that has had seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total hospital capacity exceeds 15 percent, until such time as the Trauma Service Area has seven consecutive days in which the number of COVID-19 hospitalized patients as a percentage of total hospital capacity is 15 percent or less. A current list of areas with high hospitalizations will be maintained at www.dshs.texas.gov/ga3031.

2. In any county located in an area with high hospitalizations as defined above:
   a. there are no state-imposed COVID-19-related operating limits for any business or other establishment;
   b. there is no state-imposed requirement to wear a face covering; and
   c. the county judge may use COVID-19-related mitigation strategies; *provided, however, that*:
      i. business and other establishments may not be required to operate at less than 50 percent of total occupancy, with no operating limits allowed to be imposed for religious services (including those conducted in churches, congregations, and houses of worship), public and private schools and institutions of higher education, and child-care services;
      ii. no jurisdiction may impose confinement in jail as a penalty for violating any order issued in response to COVID-19; and
      iii. no jurisdiction may impose a penalty of any kind for failure to wear a face covering or failure to mandate that customers or employees wear face coverings, except that a legally authorized official may act to enforce trespassing laws and remove violators at the request of a business establishment or other property owner.

3. In providing or obtaining services, every person (including individuals, businesses, and other legal entities) is strongly encouraged to use good-faith efforts and available resources to follow the Texas Department of State Health Services (DSHS) health recommendations, found at www.dshs.texas.gov/coronavirus.

4. Nothing in this executive order precludes businesses or other establishments from requiring employees or customers to follow additional hygiene measures, including the wearing of a face covering.

5. Nursing homes, state supported living centers, assisted living facilities, and long-

term care facilities should follow guidance from the Texas Health and Human Services Commission (HHSC) regarding visitations, and should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible.

6. Public schools may operate as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency. Private schools and institutions of higher education are encouraged to establish similar standards.
7. County and municipal jails should follow guidance from the Texas Commission on Jail Standards regarding visitations.
8. Executive Orders GA-17, GA-25, GA-29, and GA-31 are rescinded in their entirety.
9. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order or allows gatherings restricted by this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.
10. All existing state executive orders relating to COVID-19 are amended to eliminate confinement in jail as an available penalty for violating the executive orders. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes Executive Orders GA-17, GA-25, GA-29, GA-31, and GA-32, but does not supersede Executive Orders GA-10 or GA-13. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.

Given under my hand this the 2nd day of March, 2021.

GREG ABBOTT
Governor

FILED IN THE OFFICE OF THE SECRETARY OF STATE
1:15pm O'CLOCK

MAR 0 2 2021

ATTESTED BY:

RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
1:15pm O'CLOCK

MAR 0 2 2021

ORDER WAIVING FEES IN EMERGENCY

February 19, 2021.

BY

THE MAYOR OF THE CITY OF DRIPPING SPRINGS

WHEREAS, the City of Dripping Springs, Texas, is experiencing a disaster related to severe winter weather which caused widespread and severe property damage; and

WHEREAS, the Governor declared a disaster for every county in Texas due to this winter event on February 12, 2021; and

WHEREAS, the City has adopted building permit fees for construction and certain repairs related to property pursuant to Chapter 24 of the Code of Ordinances of the City of Dripping Springs; and

WHEREAS, the Mayor finds that it is desirable to review and approve certain requests for reduced or waived fees for emergency building and repairs related to the February 2021 Winter Weather Event; and

WHEREAS, the Mayor shall report to the City Council on the approved requests for reduced or waived fees.

NOW THEREFORE, I, MAYOR OF THE CITY OF DRIPPING SPRINGS, HEREBY FIND AND ORDER:

SECTION 1. That the findings and recitations set out in the preamble to this ORDER are found to be true and correct and they are hereby adopted by the Mayor and made a part hereof for all purposes.

SECTION 2. The Mayor of the City of Dripping Springs, Texas, deems it in the public interest to adopt the policy attached as Attachment "A".

SECTION 3. That, in accordance with the Policy for Reduced or Waived Building Fees for Damages to Property due to Emergency or Disasters, the Building Official can provide fee reductions or waivers for certain building projects related tot the disaster.

SO DECLARED AND ORDERED this the 19th day of February 2021.

_____

BILL FOULDS, JR.
MAYOR, CITY OF DRIPPING SPRINGS

City of Dripping Springs, Texas

Policy and Procedures for Municipal Utility Districts

PURPOSE

A Municipal Utility District ("MUD") is a type of District that functions as an independent, limited government. The purpose of a MUD is to provide a developer an alternate way to finance infrastructure, such as water, sewer, drainage, and road facilities. Managed by a board elected by property owners within the MUD, a MUD may issue bonds to reimburse a developer for authorized improvements and the MUD will utilize property tax revenues and user fees received from water and sewer services operated by the MUD to repay the debt. As the MUD pays off its debt, more of its tax revenue can be directed to other services.

The following outlines the Policy for creation of MUDs within Dripping Springs City limits and ETJ. The City may support or oppose any MUDs regardless of how they are created, whether they meet this Policy or if the City finds the proposed project can be served by City utilities. Notwithstanding any provision herein to the contrary, consent to a municipal utility district is within and will remain within the ultimate discretion of the City Council and no provision herein shall be construed to obligate the City Council to grant or deny its consent to any specific petition.

CONDITIONS FOR CITY CONSENT OF MUDS

To be considered by the City Council, the real estate development project supported by the MUD must meet the following minimum requirements:

1. The MUD must be designed to achieve at least three of the priorities for Community Benefits:

   a. Improvements or services that advance or exceed the City's code of ordinances, take into consideration environmentally sensitive areas, lighting, or natural features within the area for development.

   b. Projects that create or enhance parks, trails, recreational facilities, open space benefits that exceed what is required by applicable development and parkland dedication regulations.

   c. Projects that improve environmental protection, storm water quality, drainage, and flood control benefits that meet or exceed what is required by applicable development regulations.

d. Projects that provide enhanced benefits to improve the public roadway and sidewalk network in the City or the City's ETJ.

e. Projects that provide enhanced water and wastewater infrastructure in the City or the City's ETJ.

2. Include a Limited Purpose Annexation for commercial areas, allowing the City to impose and collect sales and use tax generated within the MUD.

3. Upon annexation, all water, wastewater, drainage, sidewalks, and road infrastructure constructed by the MUD will become City owned and operated infrastructure unless the City Council grants an exemption. Therefore, public infrastructure plans shall be prepared and reviewed by the City in compliance with the City's development regulations as relates to land use, infrastructure design, permitting, and inspections and applicants shall seek City development approvals prior to the commencement of any construction of public water, wastewater, drainage and road infrastructure that will be owned and operated by the City within the MUD.

4. Construction or acquisition of any MUD facilities within or for the MUD consisting of water, wastewater, and drainage infrastructure facilities that will be owned and operated by the City shall not commence unless the design conforms to the City's standards and the plans and specifications have been approved by all government entities with jurisdiction, including the City. In cases where County and City standards conflict, City standards shall apply unless provided for in the 1445 Agreement between the City and Hays County.

5. The MUD shall not provide services for, or acquire property to provide services for, any property outside its boundaries without the consent of the City.

6. A MUD may not extend the boundaries of the MUD unless the City Council first adopts a resolution giving its consent to the extension. The conditions contained in the resolution consenting to the creation of the MUD also apply to any boundary extension, unless the resolution approving the District's proposed boundary extension states otherwise.

7. The MUD shall not allow use of easements or stormwater drainage facilities owned or controlled by the MUD for any property or development outside its boundaries without the consent of the City.

8. It is the policy of the City that a MUD created within the City or its ETJ should not be abolished until such time as it has retired all of its outstanding bonded indebtedness, so that the City taxpayers outside the MUD shall not have to pay off all or any part of the bonded indebtedness incurred by the MUD. The City does reserve the right to abolish any MUD as allowed by state law, regardless of whether it has any outstanding debt, if it is deemed to be in the best interest of the City.

When considering a request for a MUD, the City Council can consider the public benefit of the development by weighing the value of the benefits to the community, and to property in the MUD, against the costs to the City, including delayed annexation.

ADDITIONAL CONDITIONS FOR CITY CONSENT OF MUDS

1. An in-City Public Improvement District (PID) as alternative funding sources for the construction of public infrastructure shall be demonstrated by the applicant to not be economically feasible for the subject property; and

2. The development proposal will contain provisions limiting eminent domain powers of the MUD and further provide provisions governing annexation of additional property into the MUD, which shall be subject to City consent, in its sole discretion.

REQUIREMENTS OF PETITION

1. Attend a pre-application meeting to discuss intent to file a petition at least 30 days before filing the petition with the City.

2. With the petition, submit a completed application and associated fee to reimburse costs by the City for legal, engineering, administrative financial advisory services, and costs incurred by the City in connection with vetting the petition and negotiating any associated agreements for the MUD.

3. The petition must include the following:

   a. Describe the boundaries of the proposed district by metes and bounds or by lot and block number, if there is a recorded map or plat and survey of the area;

   b. State the general nature of the work proposed to be done, the necessity for the work, and the cost of the project as then estimated by those filing the petition; and

   c. Include a name of the district which shall be generally descriptive of the locale of the district followed by the words Municipal Utility District, or if a district is located within one county, it may be designated "Hays County Municipal Utility District No. _____." (Insert the name of the county and proper consecutive number.) The proposed district shall not have the same name as any other district in the same county.

NOTICE OF PETITION AND PUBLIC HEARING

1. City staff and consultants will assess the adequacy of the petition and its compliance with this Policy and state law and recommend to the City Council whether to proceed with consideration of the petition. The City may conduct a public hearing to consider the petition.

2. If the City Council approves setting a public hearing on the MUD petition, the City will publish the newspaper notice and the applicant shall reimburse the City for the cost of publication.

3. The City Council may hold a public hearing prior to the creation of a MUD at a regularly scheduled City Council meeting on the petition before the expiration of the period established by state law. Upon the presentation of a petition for consent for the creation of a MUD within the

corporate limits of the city or ETJ, the majority in value of landowners within the proposed municipal utility district shall:

a. Present evidence of the number of acres that the proposed MUD contains; present evidence that the petition is filed on behalf of the majority in value of landowners within the proposed MUD;

b. Present a preliminary report describing the MUD and proposed use of the land within the MUD showing that the proposed MUD and land use are feasible;

c. Present an estimate of assessed valuation of the MUD showing the value of property as it exists on date of the petition; a build-out schedule showing the projected value of the property when 50 percent of the projected vertical improvements for the MUD, exclusive of wastewater, water, sewer drainage, roads and/or park improvements, have been completed; and showing the projected value of the improvements upon completion of the development within the MUD;

d. Agree that the majority in value of landowners within the proposed MUD shall develop the property for the purposes substantially as described in the preliminary report, except as may otherwise be agreed by the proponent and the City, and that prior to commencement of any improvements, will comply with all provisions of the subdivision ordinances, zoning ordinances, and other land use ordinances of the City; and

e. The City reserves the right to impose other specific requirements relative to a given MUD, including, but not limited to parkland and open space requirements, construction material for houses and other buildings, amenities, and minimum lot sizes, which shall be agreed to and set forth in a consent or development agreement.

4. No resolution shall be adopted consenting to the creation of a MUD until the City Council finds that the proposed MUD:

a. Will not adversely affect the existing City water, sewer, water quality, and storm facilities or other City utilities or City functions, and

b. Will not increase the City's taxes or utility rates or adversely impact the City's financing or bond rating, and that

c. All of the conditions imposed by this Policy have been agreed to by the majority in value of landowners within the proposed MUD.

5. No MUDs shall be established or expanded within the City limits or the ETJ without written consent by resolution or ordinance, of the City Council in compliance with Section 54.016 and Section 54.0165 of the Municipal Utility Districts Act. The petition to the City shall be signed by a majority in value of the holders of title of the land within the proposed district as indicated by the county tax rolls.

FINANCIAL LIMITATIONS & PERFORMANCE STANDARDS

A MUD may issue bonds for any purpose authorized by the Municipal Utility Districts Act. An annual audit of the MUD is required to be done by an independent CPA. A copy is required to be provided to the City Administrator and financial records shall be available for City inspection during normal business hours. Bonds shall only be issued by the MUD for the purposes and in the manner provided by TCEQ, if appropriate. A copy of the bond application, including engineering report shall be submitted to the City for review at the same time the MUD submits to TCEQ. For road bonds, a copy of the notice of sale and preliminary official statement shall be provided to the City.

The following provisions must be included in a MUD consent agreement.

1. Prior to the sale or offer to sell any bonds of the MUD, the MUD must certify compliance with the applicable ordinance or resolution consenting to the creation of the MUD agreements. If requested by the City any costs incurred by the City in connection with review of the issuance of bonds shall be paid by the municipal utility district per the City fee schedule.

(a) If development occurs in phases, development must be sustainable by the proposed bonding capacity, bond phasing, and development approvals. Each phase of the development included in a bond issue must meet the applicable economic feasibility rules of the TCEQ which require that each phase proposed to be financed includes in the bond application the water, sewer, drainage, and other facilities to serve the development and has the requisite governmental approvals.

2. To ensure compliance by a MUD with each applicable condition or restriction imposed in connection with the consent of the City to the creation of the MUD, the Council is entitled to approve the issuance or sale of a MUD bond before the MUD issues a bid invitation for the bond. If the MUD is not in compliance with each applicable condition:

(a) the Council may not approve the issuance or sale of the bond; and

(b) the MUD may not issue or sell the bond.

3. The City, to ensure the economic vitality of a MUD and to the extent authorized by the laws of this state, may limit the amount of bonds the MUD may issue.

4. In consenting to the creation of a MUD, the City may impose an additional condition or restriction on the terms, provisions, or sale of a bond or note of the MUD. A condition or restriction imposed under this subsection may not cause the bond or note to be unmarketable.

5. The authorizing order or resolution regarding the issuance of any series of bonds, which bonds shall be and remain obligations of the MUD until its dissolution, must be approved by the City Council. The City Council may refuse to give its approval to the issuance of bonds or limit the amount of bonds issued by the MUD if the MUD is not in compliance with the City's requirements contained in the consent resolution or ancillary documents.

The City will request compliance with the following terms and reporting requirements:

(a) The City may limit a MUD to only issue bonds for the purposes of providing water, wastewater and drainage improvements as provided in Texas Water Code, Section 54.016(e).

(b) The City may approve the issuance of MUD bonds for park or road improvements if the park or road improvements for which the bonds are issued are included in the City's master plans.

(c) A MUD may not spend the proceeds of a bond or incur any indebtedness for the purpose of providing service to territory outside the boundary of the MUD without the approval of the City Council.

(d) At least thirty (30) days before the issuance of bonds, except refunding bonds, the MUD's financial advisor shall certify in writing that bonds are being issued within the existing economic feasibility guidelines established by the TCEQ, whether or not the MUD has been approved by the TCEQ. The report should also state the following:

i. The amount of bonds being proposed for issuance,

ii. The projects to be funded by such bonds, and

iii. The proposed debt service tax rate after issuance of the bonds.

(e) Within thirty (30) days after the MUD closes the sale of a series of bonds, if requested by City, the MUD shall deliver to the City Administrator an electronic copy of the final official statement for such series of bonds as well as any additional information requested by the City and provide the City with a complete transcript of bond proceedings within sixty (60) days after the date the bonds are delivered.

(f) Terms of any refunding proposed by the District must be approved by the City Council or meet standard minimum NPV savings of 3 %

6. The MUD shall send a copy of the order or other action setting an ad valorem tax rate to the City Secretary and the City Manager within thirty (30) days after District's adoption of the rate.

7. The MUD shall send a copy of its annual audit to the City Administrator. The MUD will meet accounting standards set by the Governmental Accounting Standards Board (GASB) and fulfill all arbitrage compliance reports to the satisfaction of the City Manager.

8. The MUD shall provide copies of any material event notices filed under applicable federal securities laws or regulations to the City Administrator within thirty (30) days after filing such notices with the applicable federal agency.

9. The City acknowledges that a MUD has authority to assess an unlimited tax for payment of debt service. However, prior to implementation of any increase in tax rate above its initial rate, the municipal utility district shall make a formal presentation to City Council explaining the need for the increase, at which time residents of the MUD shall be given an opportunity to be heard. The MUD shall provide notice of such presentation on the MUD's website, if applicable, and the

notice shall be sent by regular mail or email to each owner of taxable property within the MUD as reflected on its most recent certified tax roll. This provision shall be in addition to any requirements of notice and hearing which may be contained in the Texas Water Code and in the Texas Tax Code which apply to the MUD.

UTILITY RATES IN A MUD

The consent of the City to the creation of a MUD shall be conditioned on a contract or Strategic Partnership Agreement between the City and the MUD. The contract must provide that at the time the City annexes the territory of the MUD, water and wastewater rates established for property in the MUD shall be sufficient to fully compensate the City for assuming the indebtedness of the MUD after the MUD is dissolved.

A water or wastewater rate established shall be based on the water or wastewater rate established for other customers in the boundary of the City and shall include a component based on the monthly debt retirement payment assumed by the City. A water or wastewater rate may be recalculated as provided in the contract.

The established rate must remain in effect until the bonded indebtedness of the District is fully retired and the City is fully compensated. The written consent of the City to the creation of the MUD shall specify the estimated date such annexation shall occur no earlier than when the following conditions have be meet:

(a) 90 percent of the water, wastewater, drainage, and road improvements and park facilities for which bonds of the MUD are authorized have been to be installed or completed and

(b) the developer, or developer's successors or assigns, have been reimbursed by the MUD as allowed by law or the City assumes any obligation of the MUD as allowed by law.

MUD BOARDS

All MUDs shall require that board meetings be recorded, and all recordings and minutes of the meeting be available on a website and at a meeting location within the MUD, if possible

APPLICATION FOR DISSOLUTION OF MUDs

The City Council may dissolve a MUD at any time, with MUD approval by entering into a Strategic Partnership Agreement in accordance with state law. However, a MUD may provide a written request that the City consider dissolution if certain guidelines, addressed below, are met. The request should be sent to the City Secretary with the proposed date of dissolution, and supporting documentation showing that the MUD will meet the guidelines for dissolution by that date. If the City Council decides that dissolution will be beneficial to the City, the City will prepare a written implementation plan for the District's dissolution within six (6) months of the date the City Council considers the request. The City may, at its option, as a step toward dissolution, refinance the District's bond debt.

MUDs seeking dissolution should meet all of the following conditions:

1. Preferably, all MUD bond debt should be fully paid. At a minimum, the City's annual costs of paying the MUD's bond debt and reoccurring operation and maintenance expenses after dissolution will be no greater than the amount of revenues the City gains through the total ad valorem value of property within the MUD;

2. The MUD has fully reimbursed the developer for the developer's cost of installing MUD infrastructure in compliance with the MUD 's contract with the developer as permitted by Texas law and regulations;

3. The MUD is not delinquent in the payment of any other financial obligation that is due prior to the date of dissolution, other than the bond debt to be assumed by the City;

4. The MUD did not finance and does not own or operate any utility or drainage facilities that the City did not specifically approve that would become part of the City's public infrastructure system upon the MUD 's dissolution.

5. Enter into a Strategic Partnership Agreement with the City to provide for the dissolution of the MUD.