



CITY COUNCIL REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, December 08, 2020 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/89837485344?pwd=Ull4bEhxYTZFL3NIOWEVENZFMY9PZz09>

Meeting ID: 898 3748 5344

Passcode: 607455

Dial Toll Free:

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Find your local number: <https://us02web.zoom.us/j/89837485344>

Join by Skype for Business: <https://us02web.zoom.us/skype/89837485344>

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 3 Todd Purcell

Council Member Place 4 April Harris Allison

Council Member Place 5 Travis Crow

Staff, Consultants & Appointed/Elected Officials

City Administrator Michelle Fischer

Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Treasurer Gina Gillis
City Secretary Andrea Cunningham
Senior Planner Amanda Padilla
City Engineer Chad Gilpin
Parks & Community Services Director Kelly Schmidt
DSRP Event Center Manager Tina Adams
Public Works Coordinator Aaron Reed
Planning & Zoning Commission Chair Mim James

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.

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.

- 1. Approval of the November 3, 2020 City Council special meeting minutes; and the November 10, 2020 and November 17, 2020 City Council regular meeting minutes.**
- 2. Approval of the November 2020 City Treasurer Report.**
- 3. Approval of a Resolution of the City of Dripping Springs, Texas Consenting to Bond for Reunion Ranch Water Control and Improvement District of Hays County.**
- 4. Approval of an Eagle Scout Project and Donation Agreement for the Design, Funding, Construction/Installation of a Chimney Swift Tower at Dripping Springs Ranch Park.**

- 5.** Approval of an Agreement extending Curative lease of Triangle for COVID-19 testing purposes.

BUSINESS AGENDA

- 6.** Public hearing and consideration of approval of an Annexation Agreement and Ordinance of the City of Dripping Springs, Texas to Voluntarily Annex by Request of the Property Owner of approximately 0.748 acres in the extraterritorial jurisdiction, situated in the Benjamin F Hanna Survey, Abstract No. 222, located at 102 Rose Drive, Dripping Springs, Texas 78620. *Applicant: Dave Merkel and Fred Van Cura*

- a) Presentation
- b) Staff Report
- c) Public Hearing
- d) Annexation Agreement
- e) Annexation Ordinance

- 7.** Public hearing and consideration of approval of an Ordinance regarding ZA2020-0008: an application for a Zoning Amendment to consider a proposed zoning map amendment from Agriculture District (AG) to Two Family Residential - Duplex District (SF-4) for an approximately .748 acre tract of land situated in BENJAMIN F. HANNA Survey. This property is located at 102 Rose Drive, Dripping Springs, TX (R15132). *Applicant: Dave Merkel and Fred Van Cura*

- a) Presentation
- b) Staff Report
- c) Planning and Zoning Report
- d) Public Hearing
- e) Zoning Amendment

- 8.** Public hearing and consideration of approval of an Ordinance regarding ZA2020-0010: an application for a Zoning Amendment to consider a proposed zoning map amendment from Two Family Residential - Duplex District (SF-4) to General Retail District (GR) for an approximately 1 acre tract of land situated Phillip A. Smith Survey (Legal Description: A0415 PHILIP A SMITH SURVEY, ACRES 1.00). This property is generally located on Ranch Road 12 across from Summit Drive in Dripping Springs, TX. (R17873). *Applicant: Jon Thompson*

- a) Presentation
- b) Staff Report
- c) Planning and Zoning Report
- d) Public Hearing
- e) Zoning Amendment

- 9.** Public hearing and consideration of approval of an Ordinance regarding CUP2020-0009: an application to consider a conditional use permit to allow for an accessory dwelling unit at the property located at 101 Woods Loop, Driftwood, Texas 78620. *Applicant: Jon Thompson*

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

10. Public hearing and consideration of approval of an Ordinance regarding CUP2020-0010: an application to consider a conditional use permit to allow for an accessory dwelling unit at the property located at 693 Blue Ridge Drive, Dripping Springs, TX 78620. Applicant: Josh Haro, Haro Homes LLC.

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

11. Public hearing and consideration of approval of an Ordinance regarding ZA2020-0009: an application for a Zoning Amendment to consider a proposed zoning map amendment from Single-Family Residential District - Low Density (SF-1) to Local Retail District (LR) for an approximately .84 acre tract of land situated Phillip A. Smith Survey. This property is located at 519 Old Fitzhugh Road, Dripping Springs, TX. (R17916). Applicant: Jon Thompson

- a) Presentation
- b) Staff Report
- c) Planning and Zoning Report
- d) Public Hearing
- e) Zoning Amendment

12. Discuss and consider approval of an Ordinance amending Chapter 26, Appendix “C” of the Dripping Springs Code of Ordinances and amending regulations for the Belterra Master Sign Plan for the Belterra Commercial Subdivision related to Building S, also referred to as Building 13.

13. Discuss and consider approval of a Resolution authorizing the Mayor to accept a Donation Deed for Rathgeber Natural Resource Park adjacent to Headwaters Subdivision.

14. Discuss and consider approval of a Use Agreement between the City of Dripping Springs and the Boy Scouts Capital Area Council for use of Rathgeber Natural Resource Park.

15. Discuss and consider approval of an Ordinance amending the Dripping Springs Fee Schedule regarding fees for Dripping Springs Ranch Park and related to Fee Schedule Section 17.16 Business Opportunities (non-peak).

16. Discuss and consider possible action on city facility closure based on Public Health Emergency.

- 17. Discuss and Consider Approval of Longevity Pay and Performance Pay Incentive for City Employees for Fiscal Year 2020-2021.**

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.

- 18. Maintenance & Facilities Monthly Report**
Craig Rice, Maintenance Director
- 19. Parks & Community Services Monthly Report**
Kelly Schmidt, PCS Director

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.

- 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 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*
- 22. 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*
- 23. Consultation with Attorney regarding legal issues related to litigation on the trial court's judgment in *SOS v. TCEQ* in the 459th Judicial District Court of Travis County and related development, financial, and utility issues.** *Consultation with City Attorney, 551.071*
- 24. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the finance director.** *Personnel Matters, 551.074*

UPCOMING MEETINGS

City Council Meetings

December 15, 2020 at 6:00 p.m.

January 12, 2021 at 6:00 p.m.
January 19, 2021 at 6:00 p.m.

Board, Commission & Committee Meetings

Utility Commission, December 9, 2020 at 4:00 p.m.
TIRZ No. 1 & No. 2 Board, December 14, 2020 at 4:00 p.m.
Founders Day Commission, December 14, 2020 at 6:30 p.m.
Economic Development Committee, December 16, 2020 at 4:00 p.m.
Planning & Zoning Commission, December 16, 2020 at 6:30 p.m.
Farmers Market Board, December 17, 2020 at 10:00 a.m.
Emergency Management Commission, December 17, 2020 at 12:00 p.m.
Transportation Committee, December 28, 2020 at 3:30 p.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 **December 4, 2020 at 3:45 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.



CITY COUNCIL SPECIAL MEETING
City of Dripping Springs
Council Chambers, 511 Mercer St, Dripping Springs, TX
Tuesday, November 03, 2020 at 4:30 PM

MINUTES

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting

<https://us02web.zoom.us/j/88102380726?pwd=NFF3SUFGTVhrR0JzUHlsT25LTmc0UT09>

Meeting ID: 881 0238 0726

Passcode: 861847

Dial Toll Free:

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Find your local number: <https://us02web.zoom.us/j/88102380726>

Join by Skype for Business: <https://us02web.zoom.us/j/88102380726>

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 absent was:

- 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 Secretary Andrea Cunningham
- IT Coordinator Misty Dean
- Financial Advisor Chris Lane
- Consulting Attorney David Tuckfield

With a quorum of the City Council present, Mayor Foulds called the meeting to order at 6:04 p.m.

PLEDGE OF ALLEGIANCE

Mayor Foulds 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.

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Section 551.071, Consultation with City Attorney and regarding Business Agenda Item 1 and Executive Session Agenda Item 2. Council Member King seconded the motion which carried unanimously 4 to 0.

Mayor Foulds announced that he anticipates action will be taken after the Executive Session.

The City Council met in Executive Session from 4:38 p.m. 5:00 p.m. No vote or action was taken during Executive Session.

Mayor Foulds returned the meeting to Open Session at 5:00 p.m.

BUSINESS AGENDA

- 1. Discuss and consider action on providing direction to staff and legal counsel related to the trial court opinion in *SOS v. TCEQ*, No. D-1-GN-003030 in the 459th Judicial District Court of Travis County, Texas and related utility, financial, and development matters.**

A motion was made by Mayor Pro Tem Manassian to authorize staff and legal counsel to file an appeal related to the trial court opinion in *SOS v. TCEQ*, D-1-GN-003030 in the 459th Judicial District Court of Travis County. Council Member Harris-Allison 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.

- 2. Consultation with Attorney related to legal issues and litigation on the trial court's judgment in *SOS v. TCEQ* in the 459th Judicial District Court of Travis County and related development, financial, and utility issues.**

The City Council met in Executive Session earlier in the meeting.

ADJOURN

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

APPROVED ON: December 8, 2020

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, November 17, 2020 at 6:00 PM

MINUTES

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting

<https://us02web.zoom.us/j/87121280193?pwd=Tyt0aWt2S2hYazNTMWYvUFV0a0Q3QT09>

Meeting ID: 871 2128 0193

Passcode: 228071

Dial Toll Free:

888 475 4499 US Toll-free

877 853 5257 US Toll-free

Find your local number: <https://us02web.zoom.us/u/k2n1qeEvp>

Join by Skype for Business: <https://us02web.zoom.us/skype/87121280193>

CALL TO ORDER AND ROLL CALL

City Council Members present were:

- Mayor Pro Tem Taline Manassian
- Council Member Place 2 Wade King
- Council Member Place 4 April Harris Allison
- Council Member Place 5 Travis Crow

Council Members absent were:

- Mayor Bill Foulds, Jr.
- Council Member Place 3 Todd Purcell

Staff, Consultants & Appointed/Elected Officials

- City Administrator Michelle Fischer
- Deputy City Administrator Ginger Faught
- City Attorney Laura Mueller
- City Treasurer Gina Gillis
- City Secretary Andrea Cunningham
- Senior Planner Amanda Padilla
- Parks & Community Services Director Kelly Schmidt
- DSRP Event Center Manager Tina Adams
- Communications Coordinator Lisa Sullivan
- Planning & Zoning Commission Chair Mim James

With a quorum of the City Council present, Mayor Pro Tem Manassian called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

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

PRESENTATION OF CITIZENS

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No one spoke during Presentation of Citizens.

PROCLAMATIONS & PRESENTATIONS

- 1. Presentation and approval of a Resolution Congratulating City Staff on Walking Competition.** *Sponsor: Mayor Foulds, Jr.*

Council Member Harris-Allison read the resolution and presented it to City Staff.

A motion was made by Council Member Harris-Allison to approve a Resolution Congratulating City Staff on Walking Competition. Mayor Pro Tem Manassian seconded the motion which carried unanimously 4 to 0.

Filed as Resolution No. 2020-R54

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 October 2020 City Treasurer Report.**
- 3. Approval of a Resolution Approving and Accepting a Construction Bond for Streets, Drainage and Wastewater for Arrowhead Phase 3.**

Filed as Resolution No. 202-R55

- 4. Approval of an Amended Donation Agreement for Hays County Emergency Services District No. 1 for funds related to a disinfectant sprayer.**

A motion was made by Council Member Crow to approve Consent Agenda Items 2 – 4. Commissioner Harris-Allison seconded the motion which carried 3 to 0 to 1, with Council Member King absent during the call for vote.

BUSINESS AGENDA

- 5. Discuss and consider approval of an Ordinance Amending Chapter 2, Article 2.04 of the Dripping Springs Code of Ordinances related to the Dripping Springs Ranch Park Board to include clarification of the sponsorship agreement approval process and personnel matters.**

Laura Mueller presented the staff report which is on file. Staff recommends approval of the ordinance.

A motion was made by Council Member Crow to approve an Ordinance Amending Chapter 2, Article 2.04 of the Dripping Springs Code of Ordinances related to the Dripping Springs Ranch Park Board to include clarification of the sponsorship agreement approval process and personnel matters. Commissioner Harris-Allison seconded the motion which carried 3 to 0 to 1, with Council Member King absent during the call for vote.

Filed as Ordinance No. 2020-57

- 6. Discuss and consider approval of an Ordinance amending the Fee Schedule for the City of Dripping Springs including an amendment to the Dripping Springs Ranch Park Fee Schedule related to fees for: Trainer Day Fee, Overnight Parking Fee, DSRP Event Parking Fee.**

Tina Adams presented the staff report which is on file. Staff recommends approval of the ordinance.

A motion was made by Council Member Harris-Allison to approve an Ordinance amending the Fee Schedule for the City of Dripping Springs including an amendment to the Dripping Springs Ranch Park Fee Schedule related to fees for: Trainer Day Fee, Overnight Parking Fee, DSRP Event Parking Fee. Mayor Pro Tem Manassian seconded the motion which carried 3 to 0 to 1, with Council Member King absent during the call for vote.

Filed as Ordinance No. 2020-58

- 7. Presentation and discussion regarding Density and Development, to include a report from the Planning & Zoning Commission.**

Amanda Padilla's staff report is on file.

Mim James presented the Planning & Zoning Commission report.

Mayor Pro Tem Manassian announced that this item would be on a future agenda where all City Council members can be present and participate in the discussion.

No action was taken on this item.

- 8. Discuss and consider approval of a License Agreement between the City of Dripping Springs and the Dripping Springs Visitors Bureau for the placement of magazine racks in city right-of-way along Mercer Street.** *Sponsor: Mayor Pro Tem Manassian.*

Michelle Fischer presented the staff report which is on file. Staff recommends approval with the condition that the racks are painted a color that matches or compliments to the colors of the trash receptacles, existing city signage and lighting fixtures.

A motion was made by Council Member Crow to approve a License Agreement between the City of Dripping Springs and the Dripping Springs Visitors Bureau for the placement of magazine racks in city right-of-way along Mercer Street with staff conditions that the racks are painted a color that matches or compliments to the colors of the trash receptacles, existing city signage and lighting fixtures. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

- 9. Discuss and consider approval of a Memorandum of Understanding between the Texas Music Office within the Office of the Governor and the City of Dripping Springs for the Maintenance of the Texas Music Industry Directory and appointment of city members to interim committee with Visitors Bureau to design City program and permanent committee structure.** *Sponsor: Mayor Pro Tem Manassian.*

Michelle Fischer presented the staff report which is on file.

A motion was made by Council Member Crow to approve a Memorandum of Understanding between the Texas Music Office within the Office of the Governor and the City of Dripping Springs for the Maintenance of the Texas Music Industry Directory and the appointment of Communications Director Lisa Sullivan and Parks & Community Services Director Kelly Schmidt to the interim committee with Visitors Bureau to design City program and permanent committee structure. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

A motion was made by Council Member Harris-Allison 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 10 – 14. Council Member Crow 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.

10. **Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders.** *Consultation with City Attorney, 551.071*
11. **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*
12. **Consultation with City Attorney regarding legal issues related to the Zoning Ordinance, Development Agreements, easements, and density of development.** *Consultation with Attorney, 551.071*
13. **Consultation with Attorney regarding legal issues related to litigation on the trial court's judgment in *SOS v. TCEQ* in the 459th Judicial District Court of Travis County and related development, financial, and utility issues.** *Consultation with City Attorney, 551.071*
14. **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*

The City Council met in Executive Session from 6:49 p.m. – 7:03 p.m. No vote or action was taken during Executive Session.

Mayor Pro Tem returned the meeting to Open Session at 7:04 p.m.

UPCOMING MEETINGS

City Council Meetings

December 8, 2020 at 6:00 p.m.
 December 15, 2020 at 6:00 p.m.
 January 12, 2021 at 6:00 p.m.

Board, Commission & Committee Meetings

Economic Development Committee, November 18, 2020 at 4:00 p.m.
 Planning & Zoning Commission, November 18, 2020 at 6:30 p.m.
 Farmers Market Association Board, November 19, 2020 at 10:00 a.m.
 Emergency Management Commission, November 19, 2020 at 12:00 p.m.
 DSRP Board, December 2, 2020 at 12:00 p.m.
 Historic Preservation Commission, December 3, 2020 at 4:00 p.m.
 Parks & Recreation Commission, December 7, 2020 at 6:00 p.m.

ADJOURN

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

This regular meeting adjourned at 7:04 p.m.

APPROVED ON: December 8, 2020

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, November 10, 2020 at 6:00 PM

MINUTES

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting

<https://us02web.zoom.us/j/82519471024?pwd=WlJrMmZxU0pRcytRZTczUGlwTzZGZz09>

Meeting ID: 825 1947 1024

Passcode: 360555

Dial Toll Free:

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Find your local number: <https://us02web.zoom.us/u/k8QbwNNJI>

Join by Skype for Business: <https://us02web.zoom.us/skype/82519471024>

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 (arrived at 6:06 p.m.)

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

City Secretary Andrea Cunningham

Communications Director Lisa Sullivan

Parks & Community Services Director Kelly Schmidt

Senior Planner Amanda Padilla

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

WORKSHOP

Workshop items are for discussion only and no action will be taken. The City Council may discuss any item listed in the Workshop or on the Agenda.

The City Council did discuss any items in the Workshop.

CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Manassian led the Pledge of Allegiance to the Flag.

PRESENTATION OF CITIZENS

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No one spoke during Presentation of Citizens.

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.

- 1. Approval of the October 13, 2020 and October 20, 2020 City Council regular meeting minutes.**
- 2. Approval of the City of Dripping Springs 2021 Meeting Calendar for City Council, and City Boards, Commissions and Committees.**
- 3. Approval of a Resolution approving Assignments for the Heritage development from SLF IV to M/I Homes of Austin and Trendmaker Homes for the Development Agreement and related agreements.**

Filed as Resolution No. 202-R50

4. **Approval of Assignment of Wastewater and Fee Agreement with SK7 Investment Group LLC to CRTX Development Group, LLC for property within PDD No. 11 formerly known as Terry's Mobile Home Park.**
5. **Approval of a Liability and Maintenance Agreement for parking lot use regarding the Christmas on Mercer and Founders Day Festival.**
6. **Approval of Payment of 90.75 hours of Compensatory Time Earned in Fiscal Year 2020 to Kelly Schmidt, Parks & Community Services Director.**
7. **Approval of a Co-Sponsorship Agreement between the City of Dripping Springs and Vintage Market Days of Greater Austin for Banner Display at the Triangle regarding Vintage Market Days.** *Sponsor: Council Member Purcell*
8. **Approval of a Resolution adopting the Parks and Community Services Park Bench/Tree Dedication and Donation Program.** *Sponsor: Council Member King*

Filed as Resolution No. 202-R51

9. **Approval of a Resolution recognizing World Migratory Bird Day and the Bird City Texas Coalition's work toward the 2020 designation.** *Council Member Sponsor: Mayor Pro Tem Manassian.*

Filed as Resolution No. 202-R52

10. **Approval of Parkland Dedication Amendment for the Parten Ranch Subdivisions Master Open Space and Parks Plan.**

A motion was made by Mayor Pro Tem Manassian to approve Consent Agenda Items 1 – 10. Council Member Crow seconded the motion which carried unanimously 4 to 0.

BUSINESS AGENDA

11. **Discuss and consider approval of an Annexation Application and direction to staff to negotiate an Annexation Agreement with Owners to annex approximately 0.748 acres in the extraterritorial jurisdiction, situated in the Benjamin F Hanna Survey, Abstract No. 222, located at 102 Rose Drive, Dripping Springs, Texas 78620.**

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

A motion was made by Mayor Pro Tem Manassian to approve and Annexation Application and to direct staff negotiate an Annexation Agreement with Owners to annex approximately 0.748 acres in the extraterritorial jurisdiction, situated in the Benjamin F Hanna Survey, Abstract No. 222, located at 102 Rose Drive, Dripping Springs, Texas 78620. Council Member Crow seconded the motion which carried unanimously 4 to 0.

12. **Approval of an Amended and Restated Wastewater Agreement and Fees, with assignment, with CRTX Development LLC, for a project previously known as Terry's Mobile Home Park and now Planned Development District No. 11.**

Laura Mueller presented the staff report which is on file. Staff recommends approval of the agreement.

A motion was made by Mayor Pro Tem Manassian to approve the Amended and Restated Wastewater Agreement and Fees, with assignment, with CRTX Development LLC, for a project previously known as Terry's Mobile Home Park and now Planned Development District No. 11. Council Member Harris-Allison seconded the motion which carried unanimously 4 to 0.

13. Discuss and consider approval of an Ordinance creating Places and Staggering Terms of the Tax Increment Reinvestment Zone No. 1 Board and the Tax Increment Reinvestment Zone No. 2 Board. Sponsor: Mayor Pro Tem Manassian

Laura Mueller presented the staff report which is on file. Staff recommends approval of the ordinance.

A motion was made by Council Member Crow to approve an Ordinance creating Places and Staggering Terms of the Tax Increment Reinvestment Zone No. 1 Board and the Tax Increment Reinvestment Zone No. 2 Board with spelling corrections noted. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2020-54

14. Discuss and consider approval of a Resolution Adopting a Policy for Consent to Municipal Utility Districts. Sponsor: Mayor Foulds, Jr.

Laura Mueller presented the staff report which is on file. Staff recommends approval of the resolution.

A motion was made by Mayor Pro Tem Manassian to approve a Resolution Adopting a Policy for Consent to Municipal Utility Districts. Council Member Crow seconded the motion which carried unanimously 5 to 0.

Filed as Resolution No. 2020-R53

15. Discuss and consider approval of an Ordinance amending Article 28.04 Site Development adding Section 28.04.025 License to Encroach including establishing the fee for License to Encroach applications. Sponsor: Mayor Foulds, Jr.

Laura Mueller presented the staff report which is on file. Staff recommends approval of the ordinance.

A motion was made by Council Member Harris-Allison to approve an Ordinance amending Article 28.04 Site Development adding Section 28.04.025 License to Encroach including establishing the fee for License to Encroach applications. Council Member King seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2020-55

- 16. Discuss and consider approval of an Ordinance Amending Article A1.000 of the Dripping Springs Fee Schedule, Section 4. Subdivisions and adding section 4.23. License to Encroach.** *Sponsor: Mayor Foulds, Jr.*

Laura Mueller's staff report is on file.

A motion was made by Mayor Pro Tem Manassian to approve an Ordinance Amending Article A1.000 of the Dripping Springs Fee Schedule, Section 4. Subdivisions and adding section 4.23. License to Encroach. Council Member Crow seconded the motion which carried unanimously 5 to 0.

Filed as Ordinance No. 2020-56

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.

- 17. Parks and Community Services Monthly Report**
Kelly Schmidt, PCS Director
- 18. Maintenance and Facilities Monthly Report**
Craig Rice, Maintenance Director
- 19. Transportation Committee Report**
Jim Martin, Interim Committee Chair
- 20. Economic Development Committee Report**
Kim Fernea, Committee 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.

- 21. Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders.** *Consultation with City Attorney, 551.071*
- 22. 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*
- 23. Consultation with City Attorney and Deliberation of Real Property related to real property associated with the Town Center Project.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

24. **Consultation with City Attorney regarding legal issues related to the Zoning Ordinance, Development Agreements, easements, and density of development.** *Consultation with Attorney, 551.071*
25. **Consultation with Attorney regarding legal issues related to litigation on the trial court's judgment in *SOS v. TCEQ* in the 459th Judicial District Court of Travis County and related development, financial, and utility issues.** *Consultation with City Attorney, 551.071*

The City Council did not meet in Executive Session.

UPCOMING MEETINGS

City Council Meetings

November 17, 2020 at 6:00 p.m.

December 8, 2020 at 6:00 p.m.

December 15, 2020 at 6:00 p.m.

Board, Commission & Committee Meetings

Emergency Management Commission, November 18, 2020 at 4:00 p.m.

Planning & Zoning Commission, November 18, 2020 at 6:30 p.m.

Transportation Committee, November 23, 2020 at 3:30 p.m.

ADJOURN

A motion was made by Mayor Pro Tem Manassian to adjourn the meeting. Council Member King seconded the motion which carried unanimously 5 o 0.

This regular meeting adjourned at 6:26 p.m.

APPROVED ON: December 8, 2020

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 November 30, 2020

Date: December 8, 2020

Sales Tax revenues, Building Code fees and Subdivision fees were higher than anticipated for the month of November. General Fund expenses are higher than projected due to payments for previous months billings just received. Finance expenses includes Auditor billing.

Wastewater Revenue includes a higher than projected sales tax transfer. The PEC franchise fee which was budgeted for receipt in October was received this month and higher than originally budgeted. The \$165K figure in other income includes \$163K which is a result of the issuance of road bonds for Headwaters MUD. As per the agreement with the developer we will wire funds in the same amount to WFC. I have not included this in the City's cash balance at November 30. Wastewater Utility Fund expenses remain higher due to TWDB costs. We have still not received the Application #4 funding for the expenses but expect it soon.

The Accounting Department is still involved in the conversion of current software data for INCODE, the TML audit, Arbitrage Rebate calculation and the Annual Financial audit. The Auditor has begun the Audit and will be ready to present in February.

At November 30 the City's cash balances were \$16.77M. \$16,716.73 was collected in interest for the month of November. The General Fund, Wastewater Utility Fund and Dripping Springs Ranch Park Fund Operating statements are included with this report.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Gina Gillis".

Gina Gillis

City of Dripping Springs GENERAL FUND
Income Statement
For the Two Months Ending November 30, 2020

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Revenues				
Sales Tax Revenue	\$ 194,194.55	\$ 169,497.33	\$ 362,293.26	\$ 338,994.66
Mixed Beverage	0.00	0.00	10,463.16	14,500.00
Alcohol Permit Fees	0.00	416.67	167.50	833.34
Ad Val Tax Interest /Penalties	239.79	333.33	357.66	666.66
Ad Valorem Tax	1,111.00	0.00	2,832.07	0.00
TXF from Rsve for Cp Improvemnt	0.00	17,375.33	0.00	34,750.66
Transfer from Park Dedication	0.00	14,350.00	0.00	28,700.00
TXF from Landscaping Fund	0.00	541.67	0.00	1,083.34
FEMA Funds Dam Repair	0.00	6,250.00	0.00	12,500.00
Subdivision Fees	105,690.00	51,850.00	127,340.00	103,700.00
Site Development Fees	8,190.18	16,208.33	14,007.76	32,416.66
Other Fees (Zoning, Sign, Ord)	4,630.00	5,416.67	14,870.25	10,833.34
Building Code Fees	135,402.55	83,333.33	296,734.18	166,666.66
Solid Waste	0.00	0.00	9,295.82	9,000.00
Community Service Fees	50.00	0.00	325.00	0.00
Park Rental Income	200.00	0.00	860.00	0.00
Park Donations & sponsors	0.00	0.00	13,509.08	0.00
Pavilion,& Pool Rental	160.00	0.00	160.00	0.00
Muni Court Fines/Special Fees	0.00	20.83	0.00	41.66
Checking Acct Interest	3,642.45	2,916.67	7,432.01	5,833.34
Other Income	3,602.78	3,333.33	6,339.85	6,666.66
Health Permits/Inspections	6,235.00	3,750.00	11,815.00	7,500.00
ESD Inspections Income	0.00	833.33	0.00	1,666.66
Total Revenues	463,348.30	376,426.82	878,802.60	776,353.64
Expenses				
TML Liability Insurance	0.00	0.00	3,790.00	3,692.25
TML Property Insurance	0.00	0.00	8,711.50	6,258.50
TML Workmen's Comp Insurance	0.00	0.00	1,879.75	5,506.50
Office Salaries	147,364.43	151,593.51	290,542.54	303,187.02
City OT	793.72	0.00	1,476.34	0.00
DSRP Parks	6,035.65	27,013.13	15,136.54	54,026.26
DSFM Manager	2,152.46	0.00	2,152.46	0.00
DSRP OT	209.38	0.00	1,271.67	0.00
Dam Repair	0.00	0.00	3,050.85	0.00
ON CALL	1,600.00	0.00	2,800.00	0.00
Bldg. Inspector	257,280.17	66,666.67	257,280.17	133,333.34
Health Inspector	6,821.36	3,750.00	6,821.36	7,500.00
Bad Debt Expense	0.00	416.67	0.00	833.34
St. Unemployment Ins.-Off	169.74	0.00	1,104.07	0.00
TMRS Retirement	9,346.57	8,888.48	14,348.42	17,776.96
Employee Benefits	(8,894.26)	18,982.93	7,111.15	37,965.86
Office FICA	8,308.73	0.00	17,529.92	0.00
Parks FICA	2,963.29	0.00	6,778.60	0.00
Office Med	2,159.29	0.00	4,315.87	0.00
Parks Med	344.14	0.00	685.33	0.00
Financial Services	20,210.00	5,066.67	32,435.00	10,133.34
Engr/Surveying Services	11,675.00	5,833.33	11,675.00	11,666.66
Architect&Landscape Consultant	1,656.25	416.67	1,702.99	833.34
Lighting Consultant	0.00	83.33	0.00	166.66
Human Resource Consultant	0.00	833.33	0.00	1,666.66
Special Counsel and Consultant	6,541.00	6,166.67	9,227.50	12,333.34
Muni Court Attorney/ Judge	0.00	1,291.67	600.00	2,583.34
Records Management	60.00	83.33	120.00	166.66
Fleet Maintenance	632.10	1,112.50	2,252.52	2,225.00

For Management Purposes Only

City of Dripping Springs GENERAL FUND
Income Statement
For the Two Months Ending November 30, 2020

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Office Supplies	1,708.44	2,083.33	3,027.49	4,166.66
Founders Park/Pool Supplies	186.83	864.58	186.83	1,729.16
Sports & Rec Park Supplies	0.00	16.67	0.00	33.34
Office Equip & Misc Office Exp	0.00	500.00	0.00	1,000.00
Maintenance Equipment	428.39	750.00	741.36	1,500.00
Maintenance Supplies	822.79	377.08	956.07	754.16
Charro Ranch Supplies	37.10	16.67	37.10	33.34
General Park Supplies	120.60	333.33	1,462.69	666.66
Parks Mileage	27.60	0.00	27.60	0.00
Park Dues, Fees, Subscriptions	129.41	226.59	164.41	453.18
Network & Telephone	808.47	2,083.33	1,616.94	4,166.66
Office IT Equipment & Support	7,384.37	3,666.67	10,740.33	7,333.34
Software	18,376.78	10,866.33	22,841.26	21,732.66
Pool Phone & Network	115.71	100.00	335.42	200.00
Portable Toilets Parks	460.00	481.67	920.00	963.34
Postage & Shipping	308.70	291.67	342.40	583.34
Lighting Compliance	0.00	166.67	0.00	333.34
Public Safety	0.00	0.00	3,400.00	3,400.00
Stephenson Maintenance	8.98	0.00	8.98	0.00
Office Maintenance/Repairs	1,620.00	905.00	1,702.86	1,810.00
City Hall Improvements	252.10	416.67	252.10	833.34
Equipment Maintenance	110.47	139.58	213.37	279.16
Equipment Rental	0.00	83.33	0.00	166.66
Uniforms	364.94	131.25	364.94	262.50
Office Electricity	355.64	333.33	720.96	666.66
Street Electricity	1,462.07	1,666.67	2,918.85	3,333.34
Founders Park/Pool Electricity	483.53	541.67	1,010.21	1,083.34
Sports & Rec Park Electricity	77.96	100.00	(124.60)	200.00
Triangle Electricity	38.25	54.17	76.50	108.34
DSRP House Network/Phone	175.84	0.00	175.84	0.00
DSRP Electricity	0.00	0.00	97.13	0.00
Stephenson Bldg Electric	93.10	125.00	208.87	250.00
Historic District	0.00	250.00	62.50	500.00
All Parks Improvements	0.00	4,166.67	0.00	8,333.34
Founders Park/Pool Improvmts	659.08	4,308.33	659.08	8,616.66
Sports & Rec Park Improvements	0.00	5,166.67	0.00	10,333.34
Stephenson Bldg	0.00	1,166.67	0.00	2,333.34
Street Maintenance	2,465.48	14,583.33	28,910.43	29,166.66
Street Improvements	0.00	20,833.33	0.00	41,666.66
Transportation Improvements	8,848.80	30,583.67	8,848.80	61,167.34
General Parks Maintenance	0.00	20.83	44.66	41.66
Charro Ranch Maintenance	0.00	912.08	0.00	1,824.16
Founders Pool/Park Maintenance	15.84	1,437.50	15.84	2,875.00
Sports & Rec Park Maintenance	242.21	1,168.33	5,750.45	2,336.66
Triangle Maintenance	1.83	66.67	1.83	133.34
Stephenson Lawn Maintenance	0.00	458.33	0.00	916.66
Founders Park Lawn Maintenance	0.00	0.00	550.00	0.00
Sports & Rec Park Lawn Mainten	1,200.00	0.00	3,000.00	0.00
Charro Ranch Lawn Maintenance	1,500.00	0.00	3,050.00	0.00
S&R Trail Maintenance	0.00	41.67	0.00	83.34
Pool Maintenance	47.39	0.00	47.39	0.00
Founders Park/Pool Water	0.00	416.67	327.12	833.34
Sports & Rec Park Water	(13,304.55)	1,083.33	(10,852.22)	2,166.66
Triangle Water	0.00	39.58	38.97	79.16
City Hall Water	0.00	54.17	44.68	108.34
City Streets Water	0.00	333.33	309.94	666.66
Stephenson Bldg Water	0.00	41.67	38.97	83.34
Training/Education	1,670.00	3,248.26	2,868.75	6,496.52

For Management Purposes Only

City of Dripping Springs GENERAL FUND
 Income Statement
 For the Two Months Ending November 30, 2020

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Future Land Use Plan	0.00	4,166.67	0.00	8,333.34
Dues, Fees, Publications	19.73	2,500.00	757.42	5,000.00
Public Notices	175.66	500.00	698.42	1,000.00
Park Special Events	1,627.00	0.00	1,627.00	0.00
Public Relations	0.00	416.67	0.00	833.34
Newsletter- Website	0.00	368.75	0.00	737.50
Code Publication	0.00	503.92	140.00	1,007.84
FD Publicity	24.46	0.00	48.92	0.00
City Mileage	33.93	166.67	108.11	333.34
City Sponsored Events	0.00	416.67	0.00	833.34
Government Affairs	0.00	833.33	0.00	1,666.66
Miscellaneous Office Expense	5,659.67	833.33	7,182.56	1,666.66
Emergency Management	0.00	32.50	478.80	65.00
Emergency Equipment Maint	92.12	530.92	184.24	1,061.84
Emergency Fire & Safety	83.00	83.00	166.00	166.00
EM Mgt PR	0.00	333.33	0.00	666.66
COVID 19	4,525.57	0.00	8,608.57	0.00
Contingencies	0.00	4,166.67	0.00	8,333.34
TXF to WWU	0.00	52,967.92	0.00	105,935.84
Total Expenses	528,974.31	484,721.59	822,942.69	988,300.43
Net Income	\$ (65,626.01)	\$ (108,294.77)	\$ 55,859.91	\$ (211,946.79)

City of DS Wastewater Utility Fund
Income Statement
For the Two Months Ending November 30, 2020

Item # 2.

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Revenues				
1/4 Cent Sales Tax	\$ 61,275.79	\$ 52,967.92	\$ 115,665.53	\$ 105,935.84
Cable	0.00	11,208.33	33,630.33	22,416.66
Telephone Franchise Fees	716.62	1,250.00	728.35	2,500.00
PEC Franchise fees	39,629.54	0.00	39,629.54	30,000.00
Texas Gas Franchise Fees	0.00	250.00	0.00	500.00
Water	0.00	0.00	100,000.00	0.00
Delayed Connection Fees	0.00	13,266.67	21,600.00	26,533.34
Over Use fees	4,839.97	5,505.69	10,217.07	11,011.38
Transfer Fees	1,080.00	291.67	2,430.00	583.34
Wastewater Service	70,263.81	66,176.05	138,221.40	132,352.10
Interest Income	6,079.96	3,750.00	12,156.96	7,500.00
Late Fees	973.89	333.33	2,120.87	666.66
Other Income	165,551.08	2,916.67	174,220.30	5,833.34
Total Revenues	350,410.66	157,916.33	650,620.35	345,832.66
Expenses				
Administrative	6,594.00	9,200.00	16,144.50	18,400.00
Operations- Routine	0.00	6,666.67	1,038.90	13,333.34
Operations Non Routine	0.00	4,166.67	1,352.66	8,333.34
Regulatory	2,440.26	291.67	2,440.26	583.34
Legal Fees	4,443.75	2,500.00	4,443.75	5,000.00
Planning/Permitting	2,776.49	4,166.67	2,776.49	8,333.34
Engineering and Surveying	145.50	0.00	145.50	0.00
Chlorinator Alarm	0.00	83.33	0.00	166.66
Misc Planning/Cons 1431-001	0.00	625.00	0.00	1,250.00
Construction Phase Services	0.00	2,500.00	0.00	5,000.00
Road Reconstruction	0.00	833.33	0.00	1,666.66
TWDB East Interceptor	41,994.99	8,333.33	41,994.99	16,666.66
TWDB West Interceptor	47,936.35	20,833.33	47,936.35	41,666.66
CIP 2nd Amend1881-001	0.00	416.67	0.00	833.34
TWDB 1923-001	6,398.75	3,333.33	6,398.75	6,666.66
TWDB Misc	22,997.50	56,666.67	27,900.00	113,333.34
Reclaimed Water Fac 1953-001	26,651.88	0.00	26,651.88	0.00
Reclaim Wtr Hold Pond 1952-001	0.00	10,416.67	0.00	20,833.34
Sewer CAD Modeling	0.00	2,083.33	0.00	4,166.66
Other Expense	0.00	416.67	0.00	833.34
WW Lawn Maintenance	0.00	833.33	0.00	1,666.66
System Maintenance and Repair	0.00	1,666.67	99.20	3,333.34
Odor Control	0.00	1,041.67	0.00	2,083.34
Jetting Lines	0.00	1,250.00	0.00	2,500.00
Drip Fld Maintenance & Repair	0.00	1,666.67	1,047.06	3,333.34
Lift Station Cleaning	0.00	750.00	0.00	1,500.00
Meter Calibration	0.00	58.33	0.00	116.66
Chlorinator Maintenance	0.00	208.33	0.00	416.66
Electric	4,744.37	3,750.00	9,863.14	7,500.00
Phone	254.34	500.00	488.95	1,000.00
Supplies	0.00	833.33	0.00	1,666.66
Chemicals	0.00	666.67	0.00	1,333.34
Lab Testing	0.00	2,083.33	1,290.26	4,166.66
Sludge Hauling	4,600.00	6,666.67	9,200.00	13,333.34
Wastewater Flow Measurement	0.00	750.00	590.00	1,500.00
Lift Station Repairs & Maint	9,822.00	1,666.67	9,822.00	3,333.34
WWTP Repairs	0.00	2,708.33	0.00	5,416.66
Equipment	0.00	333.33	214.10	666.66

For Management Purposes Only

City of DS Wastewater Utility Fund
Income Statement
For the Two Months Ending November 30, 2020

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Total Expenses	<u>181,800.18</u>	<u>160,966.67</u>	<u>211,838.74</u>	<u>321,933.34</u>
Net Income	\$ <u>168,610.48</u>	\$ <u>(3,050.34)</u>	\$ <u>438,781.61</u>	\$ <u>23,899.32</u>

DSRP Operating Fund
Income Statement
For the Two Months Ending November 30, 2020

	Current Month Actual	Current Month Budget	Year to Date Actual	Year to Date Budget
Revenues				
Riding Series	\$ 9,220.01	\$ 7,416.67	\$ 10,070.01	\$ 14,833.34
General Donations	0.00	0.00	1.00	0.00
Cleaning Fees	200.00	833.33	775.00	1,666.66
Staff Fees	0.00	333.33	175.00	666.66
Horse Riding Permits	248.15	833.33	2,059.24	1,666.66
Interest Income	23.80	83.33	40.61	166.66
Other Income	0.00	83.33	3,375.00	166.66
Field Rental	0.00	0.00	300.00	0.00
Miscellaneous Fees	30.00	0.00	90.00	0.00
Indoor Arena Rental	0.00	0.00	5,025.00	0.00
Event Facility Rental	0.00	9,333.33	0.00	18,666.66
RV Site Rental	2,175.00	1,500.00	6,825.00	3,000.00
Stall Rental	3,131.99	1,833.33	9,503.99	3,666.66
Outdoor Arena	0.00	0.00	1,200.00	0.00
Equipment Rental	300.00	416.67	750.00	833.34
Merchandise Sales	3,559.00	1,250.00	7,444.00	2,500.00
NA Small Event Room	600.00	0.00	1,650.00	0.00
Small Indoor Arena	0.00	0.00	862.00	0.00
NA Concession	0.00	0.00	250.00	0.00
DSRP Concessions	0.00	0.00	2,500.00	0.00
TXF from HOT	0.00	5,606.30	0.00	11,212.60
DSRP Sponsorship	3,500.00	0.00	3,500.00	0.00
TXF from Ag Facility Fund	0.00	2,146.67	5,425.00	4,293.34
Total Revenues	22,987.95	31,669.62	61,820.85	63,339.24
Expenses				
Advertising	0.00	58.33	0.00	116.66
Bank Fees	564.31	0.00	1,329.47	0.00
DSRP ON CALL	0.00	866.67	400.00	1,733.34
Training and Education	0.00	416.67	0.00	833.34
Stall Cleaning	0.00	166.67	0.00	333.34
Grounds Maintenance	2,650.00	0.00	5,550.00	0.00
General Maintenance & Repairs	2,742.71	5,000.00	6,346.82	10,000.00
Dues, Fees and Subscriptions	0.00	498.62	100.00	997.24
Network/Communications	274.38	1,166.67	873.34	2,333.34
Riding Series	4,900.00	4,083.33	5,102.59	8,166.66
Merchandise Supplies	4,797.00	583.33	4,797.00	1,166.66
DSRP Improvements	0.00	2,166.67	0.00	4,333.34
Other Expense	22.00	1,708.33	22.00	3,416.66
Mileage	0.00	41.67	0.00	83.34
Alarm	0.00	0.00	1,410.00	0.00
Propane/Gas	57.99	250.00	57.99	500.00
Electric	5,429.16	5,000.00	10,935.95	10,000.00
Water	685.71	833.33	1,220.77	1,666.66
Supplies	2,035.43	2,500.00	2,105.33	5,000.00
Office Equipment and Supplies	222.70	425.00	1,409.08	850.00
TXF to HCLE	0.00	1,100.00	0.00	2,200.00
Portable Toilets	65.00	0.00	130.00	0.00
Equipment Maintenance	667.40	2,083.33	1,909.54	4,166.66
Equipment	0.00	858.33	0.00	1,716.66
Equipmental Rental	0.00	83.33	0.00	166.66
Fleet Maintenance	29.20	208.33	29.20	416.66
Contingencies	0.00	4,166.67	0.00	8,333.34
Total Expenses	25,142.99	34,265.28	43,729.08	68,530.56

For Management Purposes Only

DSRP Operating Fund
Income Statement
For the Two Months Ending November 30, 2020

	<u>Current Month Actual</u>	<u>Current Month Budget</u>	<u>Year to Date Actual</u>	<u>Year to Date Budget</u>
Net Income	\$ (2,155.04)	\$ (2,595.66)	\$ 18,091.77	\$ (5,191.32)



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: December 8, 2020

Agenda Item Wording: Approval of a Resolution of the City of Dripping Springs, Texas Consenting to Bond for Reunion Ranch Water Control and Improvement District of Hays County.

Agenda Item Requestor: Clayton Chandler, Attorney, Reunion Ranch

Summary/Background: The city has a Consent Development Agreement with Reunion Ranch Water Control and Improvement District entered into in 2012. The agreement requires that the City consent to Reunion Ranch's bonds. Reunion Ranch sent over its TCEQ Application for bonds in May 2020. The City's financial consultant, Chris Lane, reviewed the information and had no objection to the City's consent. The District is now ready to issue its bonds. The information related to the issuance including its Certificate of Resolution and letter of the TCEQ application is attached. The TCEQ Application is available for review if needed. The City has no liability related to these bonds.

The amount of bonds is 7,050,000 million and will be used for improvements related to water, wastewater, and drainage and LUE fees for water capacity.

Commission Recommendations: The Board of the Reunion Ranch WCID seeks the bond issuance.

Recommended Council Actions: Approval

Attachments: Resolution, Certificate of Resolution from Reunion Ranch WCID, Reunion Ranch Development Agreement, Letter to TCEQ regarding the Bond Application. Application available at City Hall

Next Steps/Schedule: If consented to, the bonds will be issued Mid-December.

Reunion Ranch

Development Agreement

between

City of Dripping Springs

&

Hays Reunion Ranch, L.P.

February 7, 2012

TABLE OF CONTENTS

ARTICLE 1. DEFINITIONS	2
1.1 General	2
1.2 Specific.....	3
ARTICLE 2. PUBLIC BENEFITS & INFRASTRUCTURE	6
2.1 Orderly Growth.....	6
2.2 Provision of Housing.....	6
2.3 Water & Wastewater Infrastructure	6
2.3.1 Water.....	6
2.3.2 Wastewater	6
2.3.3 Utilities Agreements.....	6
2.4 Common Area.....	6
2.4.1 Operation & Maintenance.....	6
2.4.2 Parkland Dedication.....	7
2.5 Fees	7
2.5.1 Administrative and Professional Fees	7
2.5.2 Initial Development Agreement, Preliminary Plat, & Final Plat	8
2.5.3 Subsequent Development Fees	8
2.6 Environmental Protection	8
2.6.1 Aquifer Protection	8
2.6.2 Land Application Restrictions.....	9
2.6.3 Stormwater Controls.....	9
2.6.4 Water Quality Protection Ordinance	9
2.6.5 Endangered Species.....	10
2.6.6 Voluntary Measures	10
(a) Owner Education.....	10
(b) Public Education	10
(c) Buffering.....	10
(d) Landscaping.....	10
2.6.7 Wells	11
2.6.8 Water Conservation Plan.....	11
2.7 Deed Restrictions.....	11
ARTICLE 3. PROPERTY DEVELOPMENT	12
3.1 Governing Regulations	12
3.2 Project Approvals & Entitlements	12
3.2.1 Project Approvals & Variances	12
3.2.2 Preliminary Plan.....	12
3.2.3 Density of Development.....	12
3.2.4 Impervious Cover	12
3.2.5 Slopes.....	13
3.2.6 Side Lot Line Option	13
3.3 Further Approvals	13

3.4 Standard for Review13

3.5 Approvals & Appeals.....14

3.6 Preliminary Plan Amendments14

3.7 Term of Approvals15

3.8 Extension of Permits & Approvals.....15

3.9 Initial Brush Removal.....15

3.10 Building Code16

3.11 Fiscal Security for Improvements16

3.12 Highway Access16

3.13 Option for Private Gated Section(s).....16

3.14 Connectivity17

3.15 Deed Restrictions.....17

ARTICLE 4. ADDITIONAL MATTERS 18

4.1 Lighting18

4.2 Signage.....18

 4.2.1 Subdivision Identification Sign.....18

 4.2.2 Neighborhood Signs and Monuments18

 4.2.3 Master Signage Plan18

 4.2.4 Future Variances to Sign Ordinance.....18

4.3 Fire Protection18

4.4 Annexation19

 4.4.1 Timing for Annexation19

 4.4.2 Land Uses.....19

ARTICLE 5. AUTHORITY 20

5.1 Term20

 5.1.1 Term20

 5.1.2 Expiration20

 5.1.3 Termination or Amendment.....20

5.2 Authority20

5.3 Equivalent Substitute Obligation20

5.4 Cooperation.....20

5.5 Litigation21

ARTICLE 6. GENERAL PROVISIONS 22

6.1 Assignment & Binding Effect22

6.2 Severability.....22

6.3 Governing Law, Jurisdiction & Venue.....22

6.4 No Third Party Beneficiary.....23

6.5 Default23

6.6 Remedies for Default.....23

6.7 Reservation of Rights23

6.8 Attorneys Fees.....23

6.9 Waiver23

6.10 Entire Agreement24
6.11 Exhibits, Headings, Construction & Counterparts24
6.12 Time24
6.13 Authority for Execution.....24
6.14 Property Rights24
6.15 Notices.....24

ARTICLE 7. EXHIBITS.....26

DEVELOPMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This Development Agreement (“Agreement”) is between the City of Dripping Springs, (the “City”), and Hays Reunion Ranch, L.P. (“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 523.96 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 community that will include residential uses, together with open space and environmental preservation areas 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; and

WHEREAS, In this Agreement, the Property, as it will be developed, is sometimes referred to as the “Project;” and

WHEREAS, the City has adopted an 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 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 conservation (i.e., “cluster”) developments and the voluntary future annexation of the Property and acceptance of certain municipal regulations in the ETJ, including building codes, lighting, and landscaping regulations; 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, this Agreement *runs with the land*, and thus shall be notarized, then 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 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, owners and the City have conducted public hearings, posted sufficient public notice, 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 above recitals and the agreements set forth below, the City and Owners agree as follows:

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 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 Rules: The City's ordinances, regulations and policies that are in effect on the day the City receives a completed application for a permit. The Applicable Rules shall be as modified by the Project Approvals, this Agreement and variances granted concurrent with this Agreement, on the Effective Date of this Agreement.

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. The 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: The most recent versions of the International Building Code, Residential Building Code, Commercial Building Code, National Electrical Code, International Plumbing Code, International Mechanical Code, International Energy Conservation Code, and the International Fire Code. [Collectively, the most recent versions of the City's Building Code.]

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 any designees of the City Administrator.

City Council: The governing body (also known as the Board of Alderman) 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.

COE: U.S. Army Corps of Engineers, an agency of the United States, or its successor agency.

Common Area: Areas within the Project designated on the Preliminary Plan or in a recorded declaration of covenants, conditions and restrictions for the Project for use as parkland, playgrounds, open space, greenbelts, trails, entry and landscaping amenities, irrigation areas, mitigation areas, conservation easements, water quality and stormwater detention facilities, re-irrigation areas, utility infrastructure, and similar uses which at the Owners' discretion may be dedicated and/or conveyed to a District or the HOA for operation and maintenance as common area.

County: Hays County, Texas.

District(s): The Reunion Ranch Water Control Improvement District; any conservation and reclamation districts authorized pursuant to Texas Constitution Article III, Section 52, or Article XVI, Section 59, by way of example, Municipal Utility Districts or Water Control and Improvement Districts, etc., that may in the future be created and cover the Property or portions thereof, and any subsequent district that may be created by division of such district or districts; and other districts authorized and created in accordance with State law covering the Property, including but not limited to, Public Improvement Districts under Chapter 372 of the Texas Local Government Code.

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

HOA: The non-profit corporation formed by Developer to be the association for the Owners and future homeowners within the Project.

Impervious Cover: Buildings, parking areas, paved roads, and other impermeable man-made improvements covering the natural land surface that prevents infiltration. For further clarification on what is considered impervious cover, refer to the Low Impact Development Plan approved for the Project, a copy of which is included herewith as *Exhibit "D"*.

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 based on the deck design and materials. Except as otherwise provided herein, in the calculation of impervious cover, the items considered impervious cover shall be determined by the Code of Ordinances, Section 22.05.016 (c) and (d).

LCRA: the Lower Colorado River Authority, a quasi-governmental entity created and operating under the laws of the State of Texas, its successor agency, or assigns providing service to the Property.

Energy Conservation Program: One or more energy conservation programs implemented in the Project, including for example, The Leadership in Energy and Environmental Design (LEED) program and the ENERGY STAR program.

Low Impact Development Plan: The Low Impact Development Plan approved by the U.S. Fish and Wildlife Service for the Project, for the Vistas at Tustin Ranch (now known as Reunion Ranch), as approved on July 22, 2002.

Mitigation Land: A tract of real property designated by Owners to alleviate or lessen any adverse impacts of the Project. Mitigation land shall be preserved in perpetuity through conservation easements and/or deed restrictions.

Owners: Hays Reunion Ranch, L.P., its successors and assigns; and any subsequent owner(s) of the Property which is specifically assigned, and assumes, rights and obligations under this Agreement in writing. The conveyance of a lot or portion of the Property by deed to future homeowners in the Project shall not be considered an assignment of Owner's rights and obligations under this Agreement.

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.

Permit: A license, certificate, approval, registration, consent, permit, contract or other form of authorization required by law, rule, regulation, order or ordinance that a person must obtain to perform an action or initiate, continue, or complete a project for which the permit is sought.

Preliminary Plan: The Preliminary Plan of Reunion Ranch, attached as *Exhibit B*, as it may be amended from time to time in accordance with this Agreement.

Project: The Property, as it will be developed under this Agreement consistent with the Preliminary Plan, attached as *Exhibit B*. The City may consider and approve modified Preliminary Plans requested for Owners to obtain governmental permits, licenses and other approvals. The Project may include multiple phases for platting purposes.

Project Approvals: The approvals, variances, waivers and exceptions to the Applicable Rules approved by the City with respect to the development of the Property, as set forth on the attached *Exhibit C* or otherwise in this Agreement.

Property: Approximately 523.96 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). 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.

2. PUBLIC BENEFITS & INFRASTRUCTURE

- 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, the provision of required fire protection services by the appropriate County fire protection organization and the development of a balanced community that includes residential, 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 lighting, building, and landscaping.
- 2.2 Provision of Housing:** The development of the Property under this Agreement is intended 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.
- 2.3 Water & Wastewater Infrastructure:**
- 2.3.1 Water:** Potable water service will be provided by LCRA (wholesale) and the Reunion Ranch WCID or another authorized District (retail), subject to the City's consent to such service.
- 2.3.2 Wastewater:** Wastewater service will be provided by the Reunion Ranch WCID or another authorized District), subject to the City's consent to such service.
- 2.3.3 Utilities Agreements:** Water and wastewater utilities agreements establishing specifications for water and wastewater service for the Project, which have been provided to the City.
- 2.4 Common Area:** The Project will include approximately 301 acres of Common Area for use as parkland, playgrounds, open space, greenbelts, trails, entry and landscaping amenities, irrigation areas, mitigation areas, conservation easements, water quality and stormwater detention facilities, re-irrigation areas, utility infrastructure, and similar uses which at the Owners' discretion may be dedicated and/or conveyed to a District or the HOA for operation and maintenance as Common Area. The Preliminary Plan attached as *Exhibit B* illustrates portions of the Common Area.
- 2.4.1 Operation & Maintenance:** The operation and maintenance of the dedicated Common Area shall be the responsibility of the HOA, the Reunion Ranch WCID, or such other District covering the Project as may be created with the consent of the City until such time as the City may annex the Property and assume operation and maintenance responsibilities in the future.

2.4.2 Parkland Dedication:

- (a) Owners shall comply with the City's Parkland Dedication Ordinance through any one or more of the following mechanisms:
- (1) dedication of land onsite;
 - (2) dedication of private recreational facilities for use by residents of the Project;
 - (3) dedication of parkland to the HOA for use by residents of the Project and one or more non-profit associations of persons who are not residents of the Project pursuant to approved recreational facility use and management contracts; or
 - (4) payment of fees in lieu of onsite dedication of land.
- (b) Owners may dedicate up to seventy-five percent (75%) of the total acres required to be dedicated as parkland as private parkways consisting of greenways, drainage easements, conservation easements, and other unique natural features that are usable (as determined by the City engineer) and contiguous and form links and/or a network of greenbelts and trails and are accessible to users of the parkland. Owners' satisfaction of the Parkland Dedication requirements will be contingent on the City's approval of a Master Parks & Recreation Plan following review and comment by the City's Parks & Recreation Commission, and Planning & Zoning Commission. Owners must submit the Master Parks & Recreation Plan to the City at the time of submission to the City of the proposed Final Plat Phase 3.
- (c) At least one park shall be provided for the portion of the Property north of Bear Creek (proposed Sections One and Two, Reunion Ranch Subdivision) and at least one park shall be provided for the portion of the Property south of Bear Creek. At the option of the Owner, the parks may be restricted for the use of the residents of the Project and their invitees. The location of the parks shall be shown on the Master Parks and Recreation Plan. The construction of the parks shall begin within one year after acceptance of the subdivision streets for the portion of the Property within which the park is located or at such later time as may be approved in the Master Parks and Recreation Plan.

2.5 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:

2.5.1 Administrative and Professional Fees: Owners have established an initial deposit of the Administrative & Professional Fee of Seventeen Thousand dollars (\$17,000.00) with the City, which is intended to cover all actual City costs

comprised of legal, architectural, land planning and engineering fees, and related administrative expenses, directly associated with the evaluation, negotiation and drafting of this Agreement and the City's consent to the creation of the District within the City's extraterritorial jurisdiction. If the initial deposit proves to be insufficient, Owner shall remit additional funds as directed by the City to a maximum amount not to exceed Thirty Thousand dollars (\$30,000.00). Excess funds in escrow will be credited toward other fees owed by Owners to City (if any). Any final balance remaining in escrow shall be refunded to the Owner upon completion of the Project.

2.5.2 Initial Development Agreement, Preliminary Plat and Final Plat:

- (a) **Development Agreement Fee:** Owner will pay balance (i.e., remaining 50%) of the Development Agreement Fee upon approval of the Agreement by the City Council and prior to execution of the Agreement by the City.
- (b) **Certain Plat Fees:** In recognition of the unique circumstances attendant to the City's review of the Project and in recognition of the fact that the City will be reviewing certain applications simultaneously rather than piecemeal as is typical, the review fees Owner will pay the review fees for the following permits (i.e., applications) in three installments:
 - (1) Preliminary Plat;
 - (2) Final Plat for Reunion Ranch, Section One; and
 - (3) Final Plat for Reunion Ranch, Section Two.
- (c) Owner will make the first installment payment in the amount of fifty-percent (50%) to the City prior to consideration by the Planning & Zoning Commission. Owner will make the second installment payment in the amount of twenty-five percent (25%) prior to the City's execution of the Construction Plans for Reunion Ranch, Phase 1, and the third (i.e., final) installment payment in the amount of twenty-five percent (25%) prior to the City signing and filing the final plats for Section One and Section Two.

2.5.3 Subsequent Development Fees: Fees for all other applications or portions of applications not covered by Section 2.5.2 for the Project shall be subject to the then applicable City fee schedules and charges.

2.6 Environmental Protection: Owners will implement compliance with the following natural resource laws and regulations, to the extent applicable:

2.6.1 Aquifer Protection: The Project lies within the contributing and recharge zones of the Barton Springs Segment of the Edwards Aquifer. The Project will comply with the water quality measures designed to assure protection of that segment of the Edwards Aquifer consistent with the provisions of the Low Impact Development Plan. Moreover, Owners will comply with all applicable TCEQ

regulations, including but not limited to Edwards Aquifer Rules, 30 T.A.C. 213, to the extent applicable to the Property.

2.6.2 Land Application Restrictions:

- (a) If treated sewage effluent is disposed of through irrigation of appropriate open areas within the Project, Owners will comply with the required effluent treatment requirements and limitations in the TCEQ permits issued for the Project, copies of which have been provided to the City. In the event a centralized wastewater collection and treatment system is constructed, Owners agree that any TCEQ permit 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.
- (b) The City reserves the right to comment on any subsequent permit application submitted by the Owners.

2.6.3 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 for construction related stormwater discharges prior to any construction activity.

2.6.4 Water Quality Protection Ordinance:

- (a) In lieu of the City's Water Quality Protection Ordinance, Owners shall implement and comply with the Low Impact Development Plan approved by the USFWS. The Low Impact Development Plan was prepared in response to the USFWS's Report entitled "Recommendations for Protection of Water Quality of the Edwards Aquifer", dated September 1, 2000, the objective of which is to protect water quality for Federally listed endangered or threatened species, specifically the Barton Springs Salamander, which lives in Barton Springs, approximately 12 miles north of the Project. The objective of the Low Impact Development Plan approved for the Project is to maintain current water quality, avoiding degradation of runoff quality such that the quality of groundwater emerging at Barton Springs would not be adversely impacted. Soils, topography, vegetation and other constraints have been carefully considered to yield the best combination of sustainable methods for mitigating the impacts of the proposed development.
- (b) Among other controls, the Low Impact Development Plan provides for and permits:
 - (1) a maximum impervious cover limit of the sum of 15% of the recharge zone and 20% of the contributing zone, calculated using the upland zone area of the site (Sec. 3 A of the Low Impact Development Plan); and
 - (2) buffer zones along waterways, including a 300 ft wide buffer zone along either side of the centerline of Bear Creek and a 100 ft wide buffer zone

along either side of the centerline of the waterway near the Project's entrance (Sec. 2 of the Low Impact Development Plan).

2.6.5 Endangered Species: Owners will seek to ensure that the Project will not adversely affect listed endangered species or their critical habitat in accordance with the federal Endangered Species Act; provided, however, that Owners may participate in an approved mitigation program. Owners must provide City with current letters regarding the Project's compliance with the USFWS and LCRA Memorandum of Understanding (MOU), as it exists on the Effective Date of this Agreement, or subsequent agreements that supersede the MOU.

2.6.6 Voluntary Measures: Owners will implement numerous voluntary environmental protection measures for the benefit of the Project, including:

- (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 Creek watershed; the promotion of organic fertilizers and herbicides; and the proper disposal of wastes.
- (b) Public Education:** Owners agree to collaborate with the City, the Hays Trinity Groundwater Conservation District, the LCRA, USFWS and local school districts to explore the opportunities for public education regarding preservation of the environment using the Project as an example.
- (c) Buffering:** In order to protect water quality, Owners will provide buffering of sensitive drainage areas within the Project. All required buffer zones (including but not limited to those mandated by the Low Impact Development Plan) are on the Preliminary Plan (*Exhibit B*). Buffer zones shall be left undisturbed along tributaries, except for necessary utility, water quality and drainage, roadway, trail encroachments, and other Common Area uses.
- (d) Landscaping:** Owners agree that the use of native species of plant materials will be encouraged throughout the Project. Turf grasses on any lot within the Project shall be limited to Zoysia, Buffalo, Bermuda or other native or drought resistant grasses. St. Augustine grass is prohibited. Additionally, as per the Low Impact Development Plan, an Integrated Pest Management Plan with a fertilizer component shall be recorded as a restrictive covenant applicable to the entire Property (Sec. 3 C. of Low Impact Development Plan). All landscaping for non-residential lots shall comply with the City's Landscaping Ordinance.

- 2.6.7 Wells:** Owner agrees that no new water wells will be drilled, or used to provide potable water to the Project. Owner may continue to use the existing wells for current farming and ranching purposes. Owner agrees to cap and close each existing well on the Property as part of the site development of the section of the Project in which a well is located. Owner agrees to impose a recorded restrictive covenant for the Project to reinforce this prohibition.
- 2.6.8 Water Conservation Plan:** Owners shall comply with the water conservation requirements of the LCRA Water Service Contract for the Property, a copy of which is included herein as *Exhibit "D"*.
- 2.7 Deed Restrictions:** Owners agree that all restrictive covenants for the Project shall reinforce the provisions of section 2.6, and its subsections, and be applied to all builders and subsequent buyers.

3. PROPERTY DEVELOPMENT

- 3.1 Governing Regulations:** For purposes of any grandfathering analysis, the Parties agree that the relevant date is November 8, 2011, for purposes of compliance with and rights under Chapter 245 of the Texas Local Government Code, as may be amended. The Applicable Rules shall govern the Project, unless otherwise expressly provided in this Agreement.
- 3.2 Project Approvals & Entitlements:**
- 3.2.1 Project Approvals & Variances:** The Project Approvals set forth in *Exhibit C* (the “Project Approvals”), alternative standards, and the variances in *Exhibits C* and otherwise in this Agreement 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 and the Applicable Rules 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 Preliminary Plan:** The City confirms that the Preliminary Plan attached as *Exhibit B* complies with the City’s Comprehensive Plan, and that the Preliminary Plan, and all land uses and densities, have been approved by all requisite City departments, boards and commissions and by the City Council. The City approves the land uses, densities, exceptions, utility and roadway alignments and sizing and other matters shown on the Preliminary Plan. The City’s execution of this Agreement shall be deemed to be the approval of the Preliminary Plan.
- 3.2.3 Density of Development:** Owners will have the right to develop the Property at a density not to exceed 476 single family residential lots consistent with the Preliminary Plan attached as *Exhibit B*. In accordance with Section 3.6.2 below, and subject to availability of utility service, Owner may request administrative approval of a minor revision to the Preliminary Plan to increase the permitted density to a maximum of 524 residential lots.
- 3.2.4 Impervious Cover:**
- (a) Owners agree to limit the impervious cover to the maximum Impervious Cover levels specified in the Low Impact Development Plan for the Project. Owners shall have the right to apportion impervious cover limits on a lot by lot basis so long as the overall impervious cover limitation is not exceeded. Owners may count in density and impervious cover calculations land designated as common area, greenbelt, open space, agricultural uses, floodplains, mitigation land or similar areas.

(b) Impervious Cover Assumptions For Residential Lots Within Project

- (1) This section applies to impervious cover calculations for single-family residential lots.
- (2) Except as provided in Subsection (3):
 - (a) for each lot greater than three acres in size, 10,000 square feet of impervious cover is assumed;
 - (b) for each lot greater than one acre and not more than three acres in size, 7,000 square feet of impervious cover is assumed;
 - (c) for each lot greater than 15,000 square feet and not more than one acre in size, 5,000 square feet of impervious cover is assumed;
 - (d) for each lot greater than 10,000 square feet and not more than 15,000 square feet in size, 3,500 square feet of impervious cover is assumed; and
 - (e) for each lot not more than 10,000 square feet in size, 2,500 square feet of impervious cover is assumed.
- (3) For a lot that is restricted to a lesser amount of impervious cover than prescribed by this section, the lesser amount of impervious cover is assumed. The manner in which the lot is restricted is subject to the approval of the City Administrator.
- (4) Except as provided in Subsection (3), this section does not restrict impervious cover on an individual lot.

3.2.5 Slopes: To the maximum extent practicable, non residential construction shall be limited to those areas with pre-development natural grades of less than twenty-five percent (25%).

3.2.6 Side Lot Line Option: Owner hereby reserves the option of providing alternative side yard setbacks for a portion of the lots within the Project, as follows: in lieu of providing equal side yard setbacks along each side of a lot (i.e., 5 feet on each side of a lot, Owner may instead elect to provide 0 foot setbacks on one side of a lot and 10' on the other side). No windows are permitted on the zero lot line side of any structures built on such lots.

3.3 Further Approvals: Upon the Effective Date of this Agreement, Owners may develop the Property consistent with the Project Approvals, Applicable Rules, 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 Rules, state law, Project Approvals, 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 a majority of the members of the City Council.

3.6 Preliminary 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 Preliminary Plan may become necessary due to changes in market conditions or other factors.

3.6.2 In order to provide flexibility with respect to certain details of the development of the Project, Owners may seek changes: (a) in the location and/or configuration of the lots shown on the Preliminary Plan, including changes within the proposed residential, parkland, mitigation or common areas shown on the Preliminary Plan; and (b) changes in the number of lots so long as the total number of residential lots does not exceed 524. Changes in the location, configuration or number of lots shall be deemed minor and will only require an administrative amendment to the Preliminary Plan so long as the Impervious Cover requirements herein are met, the total number of residential lots does not exceed 524 and the changes do not adversely affect the environment, or public health and safety. The determination of whether any other proposed 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 administrative amendments to the Preliminary Plan. The City Administrator may defer approval of any changes not deemed minor under Section 3.6.2 to the City Council at the City Administrator's discretion. City Council review must be preceded by consideration and a recommendation from the Planning & Zoning Commission. Minor variations of a final plat from the Preliminary Plan that are approved by the City Administrator that do not increase the overall allowed density of development of the Property or increase the overall Impervious Cover limit and which otherwise comply with the Applicable Rules, and this Agreement will not require an amendment to the Preliminary Plan.

- 3.7 Term of Approvals:** The Preliminary Plan, the Project Approvals, and any 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 duration of this Agreement.
- 3.9 Initial Brush Removal:**
- 3.9.1** 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. Owners agree to utilize rubber-tired equipment for brush removal. Prior to plat approval, Owners may remove cedar trees, but may not remove any hardwood tree 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 for Construction Plans. Owners shall endeavor that as much area as possible is left undisturbed for as long as reasonably possible.
- 3.9.2** The use of track vehicles is acceptable provided that a preconstruction conference is held on-site with the Owner (or Owner's representative as Developer), contractor, and City Administrator (or the Administrator's designee). During the conference the Owner will provide the City with the following information:
- (a) the area to be cleared;
 - (b) a rough tree survey of the trees to be removed (meaning that with absolute due diligence they have attempted to determine that the trees to be removed are either trees to be saved per the Development Agreement, or are otherwise diseased, or trees that are okay to remove);
 - (c) the area to be cleared having been marked on a survey with all Water Quality Buffer Zones (WQBZ) and other environmental features marked out for being avoided; and
 - (d) an erosion control plan must be submitted showing what will be in place to manage stormwater runoff, to include silt fencing, rock berms, etc.
- 3.9.3** Work within a water quality buffer zone must be limited to rubber-tired vehicles or hand-clearing only taking care to stay out of the stream itself. A written plan for work to be done within such a buffer zone must be submitted to and approved by City staff prior to any work, describing: (a) work methods,

(b) proposed equipment, (c) scope of work, and (d) restoration plans for once work is done.

- 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. Owners shall encourage all homebuilders for the Project to incorporate the then-current features of an Energy Conservation Program for residential construction, and comply with erosion control requirements for individual home construction sites per the TCSS, Section 10.13.1.
- 3.11 Fiscal Security for Improvements:** Owners shall be required to provide fiscal security, as required by the Code of Ordinances, prior to recording any final plat provided that the Owners agree to construct improvements in a manner approved by the City Engineer. The City Engineer may require the Owners 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 (e.g., public transportation, drainage, wastewater, water, water quality, recreation and E&S facilities).
- 3.12 Highway Access:** The roadway cuts shown on *Exhibit B* are approved by the City as of the Effective Date. Owner and City agree that traffic safety is crucial. All roadway and driveway cuts onto FM 1826 not shown on *Exhibit B* shall be subject to the approval of the City. Owner has shared schematic plans for the potential construction of acceleration and deceleration lanes and traffic control devices for the Project entry on FM 1826 with TxDOT, Owner agrees to construct and fund acceleration lanes, deceleration lanes, and traffic control devices if required and approved by TxDOT.
- 3.13 Option for Private Gated Section(s):** The Owner and the City hereby agree that the Owner may elect to develop one or more sections of the Project as private, gated sections, under the following conditions:
- 3.13.1.** The City or County shall not be responsible for the ownership or maintenance of private streets within such sections; and
 - 3.13.2.** Streets within such sections shall be owned and maintained by the HOA, a District, or such other entity as chosen by the Owners; and
 - 3.13.3.** The providers of fire, law enforcement and emergency medical services for the Project must approve the street standards and private gates to be utilized for such streets prior to construction; and
 - 3.13.4.** The design and operation of private, gated sections shall comply with all applicable requirements of the Dripping Springs Independent School District or such Independent School District with jurisdiction over the Property.

- 3.14 Connectivity:** Owner shall reserve right-of-way easements for projected future egress and ingress to the Project as indicated on the Preliminary Plan, *Exhibit B*. This Agreement shall not be construed to create any obligation for the Owners to fund pavement of this projection.
- 3.15 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. The Owners cannot file proposed restrictive covenants until the Owners have received written acknowledgment from the City that the form and content of the covenants conform to this Agreement.

4. ADDITIONAL MATTERS

- 4.1. Lighting:** Except as provided herein, Owners agree to comply with the City's Lighting Ordinance in effect as of the Effective Date. Notwithstanding the above, Owner shall be permitted to install exterior illumination directed from the ground to the entry signage and architectural features at the Project's main entrance on FM 1826 and neighborhood signage at the entrance to each discreet neighborhood, subdivision or section of lots within the Project. Ground lighting shall be otherwise consistent with the requirements of the City's Lighting and Sign Ordinances.
- 4.2. Signage:** Owner agrees to comply with the City's Sign Ordinance in effect as of the Effective Date, except as follows:
- 4.2.1. Subdivision Identification Sign:** Notwithstanding anything to the contrary in the City's Sign Ordinance, Owner may incorporate one subdivision identification sign feature into the subdivision entry monumentation and architectural features at the Project's main entrance on FM 1826 (the "Entry Features"). The area of the signage incorporated into the Entry Features may not exceed thirty-two (32) square feet, measured as the rectangular area including the signage lettering but excluding the other area of the hardscape Entry Features. The Entry Features shall not exceed eighteen feet (18') in height. The subdivision identification sign cannot be more than six feet (6') measured at the average grade of the road.
- 4.2.2. Neighborhood Signs and Monuments:** Owner may construct a subdivision monument sign (in accordance with the size limitations of Section 26.06.064 of the Sign Ordinance) at the entrance to each discreet neighborhood, subdivision, or section of lots within the Project.
- 4.2.3. Master Signage Plan:** Subsequent to the Effective Date of this Agreement, Owner agrees to submit a Master Signage Plan to the City for the Project. The Master Signage Plan and future amendments thereto may be approved administratively in the discretion of the City Administrator, to the extent they comply with the Sign Ordinance.
- 4.2.4. Future Variances to Sign Ordinance:** Future variances to the City's Sign Ordinance required for the Project or alternative signage standards for the Project are subject to City approval in accordance with the City's Sign Ordinance.
- 4.3. Fire Protection:**
- (a) Fire protection will be provided by the appropriate County fire protection organization and this Project will comply with the applicable fire protection standards as mandated by the said organization, until such time as the Project is annexed into the City.

- (b) All buildings in the Project must have physical address clearly posted in accordance with the following specifications.
- (1) Approved numerals of a minimum 6 inch height and of a color contrasting with the background designating the address shall be placed on all new and existing buildings or structures in a position as to be plainly visible and legible from the street or road fronting the property and from all rear alleyways / access.
 - (2) Where buildings do not immediately front a street, approved 6 inch height building numerals or addresses and 3 inch height suite / apartment numerals of a color contrasting with the background of the building shall be placed on all new and existing buildings or structures. Numerals or addresses shall be posted on a minimum 20 inch by 30 inch background on border.
 - (3) Address numbers shall be Arabic numerals or alphabet letters. The minimum stroke width shall be 0.5 inches.
 - (4) Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure.

4.4 Annexation:

- 4.4.1. Timing for Annexation.** The City and Owner hereby approves this Agreement as a valid and legally sufficient request to extend the city limits (i.e., incorporated municipal boundary) of the City to cover the Property, and no additional petitions or requests from the Owner are necessary. Upon the completion of the streets, utilities and other Common Areas of the Project as shown on the Preliminary Plat and the sale of all bonds to be issued by the Reunion Ranch WCID or any other District within which the Property is located, the City may, at the City Council's discretion, initiate annexation proceedings for the Property and conclude the proceedings in accordance with State law.
- 4.4.2. Land Uses.** Contemporaneously with the annexation of land located within the project, the City will initiate the zoning process for the Property.

5. AUTHORITY

5.1 Term:

5.1.1. Term. The term of this Agreement will commence on the Effective Date and continue for such time period as specified herein (“Initial Term”), unless sooner terminated under this Agreement. If less than seventy five percent (75%) of the total lots within the Project have been developed at the end of ten (10) years, the Initial Term of this Agreement shall be fifteen (15) years. Otherwise, the Initial Term of this Agreement shall be ten (10) years. The parties may mutually agree to renew or extend this Agreement for successive periods not to exceed five (5) years each. The total duration of this Agreement and any successive renewals shall not exceed 45 years.

5.1.2. Expiration. After the expiration of the term of this Agreement plus any and all renewals or extensions as provided for in Paragraph 5.1.1 above, the term of this Agreement shall have 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 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.

5.4 Cooperation: The City and Owners each agree to cooperate with further documents or instruments as may be necessary to evidence their agreements hereunder.

5.5 Litigation: In the event of any third (3rd) 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 Owners agree to *defend and indemnify* the City for any litigation expenses, including court costs and attorneys fees, related to defense of this Agreement. Owners and the City agree that in the event of any such suit, Owners have a justiciable interest in the suit sufficient to support the filing of a Petition in Intervention. City agrees that in the event of any third party lawsuit or other claim relating to the validity of this Agreement, the City will not object to, nor move to strike, a Petition in Intervention filed by Owners. 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 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.

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 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, specifically reference this Agreement, set forth the assigned rights and obligations, and be executed by the assignor and 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 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. The Parties may mutually agree in writing to extend the above referenced deadlines.
- 6.6 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, 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.
- 6.7 Reservation of Rights:** To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.
- 6.8 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. The Parties agree that "prevailing Party" means the Party who successfully prosecutes the action or successfully defends against it, prevailing on the main issue, even though not necessarily receiving an award of damages or other form of recovery.
- 6.9 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.

- 6.10 Entire Agreement:** With the exception of the Agreement Concerning Creation and Operation of the Reunion Ranch Water Control & Improvement District, 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.
- 6.11 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.
- 6.12 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.
- 6.13 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.
- 6.14 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.
- 6.15 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

OWNERS:

Original: Hays Reunion Ranch, LP
c/o Mr. Frank Krasovec
98 San Jacinto Blvd., Suite 2020
Austin, Texas 78701
Fax: (512) 476-4024

Copy to: Dubois, Bryant & Campbell, LLP
c/o Mr. William C. Bryant
700 Lavaca, Ste. 1300
Austin, Texas 78701
Fax: (512) 457-8008

Either City or Owners 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 effected or on the delivery date or attempted delivery date shown on the return receipt or facsimile confirmation.

7. EXHIBITS

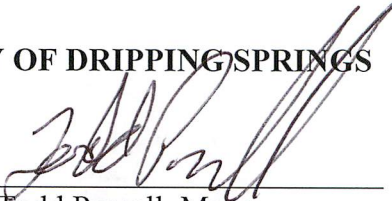
Exhibits: The following exhibits are attached to this Agreement, and made a part hereof for all purposes.

- Exhibit A - Metes and Bounds Description of the Property
- Exhibit B - Preliminary Plan of Reunion Ranch
- Exhibit C - List of Variances and Alternative Standards
- Exhibit D - LCRA Water Service Agreement

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:

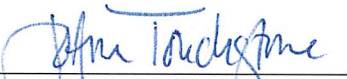
CITY OF DRIPPING SPRINGS

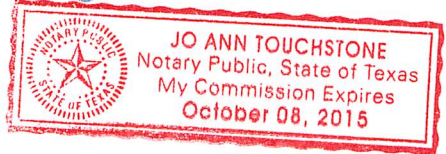
By: 
Todd Purcell, Mayor

Date: 2.27.12

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this, the 27th day of February 2012, by **Todd Purcell**, as Mayor of the City of Dripping Springs, on behalf of said city.


Notary Public, State of Texas



OWNERS

HAYS REUNION RANCH, L.P., a Texas limited partnership

By: Hays Reunion Ranch GP, LLC, a Texas limited liability company, its General Partner

By: 
Frank P. Krasovec, as Manager

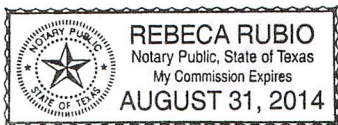
Date: 2-24-12

STATE OF TEXAS

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§

COUNTY OF Hays

This instrument was acknowledged before me on this, the 24th day of FEB, 2012, by **Frank P. Krasovec**, as Manager of Hays Reunion Ranch GP, LLC, a Texas limited liability company, as General Partner of Hays Reunion Ranch, L.P., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.





Notary Public, State of Texas

Exhibit A

Metes and Bounds Description of the Property

FIELD NOTE 642
UDG NO. 00-147

490.92 ACRES
MUD
REUNION RANCH
PAGE 1 OF 4

DESCRIBING 490.92 ACRES OF LAND SITUATED IN THE WILLIAM CARLTON SURVEY, ABSTRACT NO. 124, S. J. WHATLEY SURVEY NO. 22, ABSTRACT NO. 18, AND THE RICHARD HAILEY SURVEY, ABSTRACT NO. 124, HAYS COUNTY, TEXAS, BEING ALL OF 192.712 ACRES OF LAND AS DESCRIBED AS TRACT II IN A DEED TO KRASOVEC-REUNION HAYS COUNTY JOINT VENTURE, VOLUME 871, PAGE 445 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, 189.0 ACRES, 97.34 ACRES, 2.66 ACRES AND 11.0 ACRES OF LAND AS DESCRIBED IN A DEED TO KRASOVEC-REUNION HAYS COUNTY JOINT VENTURE, VOLUME 871, PAGE 411 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAVE AND EXCEPT 0.95 ACRES OF LAND AS DESCRIBED IN A DEED TO SAM E. COBB AND WIFE, DANA L. COBB, VOLUME 1678, PAGE 130 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 490.92 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod found at the northwest corner of said 97.34 acres, same being the southwest corner of a 25.27 acre tract as described in a deed to Thomas R. Campbell and wife, Julie W. Campbell recorded in Volume 335, Page 272 of the Deed Records of Hays County, Texas;

THENCE, N88°08'04"E along the common line of said 97.34 acre tract and said 25.27 acre tract, a distance of 960.78 feet to an iron rod found, same being the southwest corner of a 33.085 acre tract as described in a deed to Krasovek - Reunion Hays County Joint Venture recorded in Vol. 871, Page 445 of Hays County, Texas;

THENCE, N88°13'10"E, along the common line of said 97.34 acre tract and 33.085 acre tract, a distance of 535.69 feet to an iron rod found;

THENCE, S07°45'04"E along the common line of said 97.34 acre tract and the 97.9 acre tract, a distance of 2231.10 feet to an iron rod found continuing for a total distance of 2609.01 feet to an iron rod found in concrete at a fence corner;

THENCE, N87°48'44"E along the common line of said 2.66 acre and the 97.9 acre tract, a distance of 186.68 feet to an iron rod set;

THENCE, S89°27'16"E, a distance of 147.72 feet to an iron rod set;

THENCE, N87°50'44"E, a distance of 180.60 feet to a point being the southwest corner of a 52.95 acre tract described in a deed to J. David Trotter and wife, Marcia B. Trotter, Volume 1093, Page 462 of the Deed Records of Hays County, Texas, continuing a total distance of 214.62 feet to an iron rod set, same being the northeast corner of said 2.66 acre tract;

Exhibit "A"

FIELD NOTE 642
UDG NO. 00-147

490.92 ACRES
MUD
REUNION RANCH
PAGE 2 OF 4

THENCE, along the common line of said 52.95 acre tract and 192.712 acre tract, the following six (6) courses;

- 1) N87°16'07"E, a distance of 98.69 feet to an iron rod set;
- 2) N87°34'46"E, a distance of 16.03 feet to an iron rod set;
- 3) N87°56'12"E, a distance of 208.06 feet to an iron rod found;
- 4) S89°43'05"E, a distance of 40.20 feet to an iron rod found;
- 5) N87°14'57"E, a distance of 100.58 feet to an iron rod found;
- 6) N87°52'40"E, a distance of 1351.68 feet to an iron rod found, same being an interior corner of a 161.055 acre tract as described in a deed to Lex Calhoun, Volume 857, Page 571 of the Deed Records of Hays County, Texas;

THENCE, S01°29'33"E along the common line of said 192.712 acre tract and said 161.055 acre tract, a distance of 764.90 feet to an iron rod found at a fence post, same being the northwest corner of the 1325.0 acre tract as described in a tract to the City of Austin, Volume 1473, Page 961 of the Deed Records of Hays County, Texas;

THENCE, along the common line of said 1325.0 acre tract and 192.712 acre tract the following eleven (11) courses:

- 1) S01°28'09"E, a distance of 290.83 feet to an iron rod found;
- 2) S01°17'38"E, a distance of 588.05 feet to an iron rod found;
- 3) S01°13'54"E, a distance of 301.11 feet to an iron rod found;
- 4) S29°48'40"E, a distance of 35.31 feet to an iron rod found;
- 5) S03°48'50"E, a distance of 91.51 feet to an iron rod found;
- 6) S03°25'57"E, a distance of 332.55 feet to an iron rod found;
- 7) S03°13'21"E, a distance of 774.45 feet to an iron rod found;
- 8) S03°01'54"E, a distance of 184.05 feet to an iron rod found;
- 9) S04°28'26"E, a distance of 65.66 feet to an iron rod found;
- 10) S03°06'17"E, a distance of 3.14 feet to an iron rod found;
- 11) S24°25'28"W, a distance of 32.08 feet to an iron rod found;
- 12) S01°54'31"E, a distance of 598.78 feet to an iron rod found at a fence post, same being the northeast corner of a tract of land described in a deed to Michael Giles Rutherford, Volume 197, Page 45 of the Deed Records of Hays County, Texas;

THENCE, along the north line of said Rutherford tract and the south line of said 192.712 acre tract, the following two (2) courses:

- 1) S87°15'55"W, a distance of 1441.74 feet to an iron rod found;
- 2) S87°00'02"W, a distance of 398.40 feet to an iron rod found, same being the southwest

FIELD NOTE 642
UDGNO. 00-147

490.92 ACRES
MUD
REUNION RANCH
PAGE 3 OF 4

corner of said 189.0 acre tract;

THENCE, S87°14'50"W, a distance of 2814.94 feet to a cotton spindle found at the southwest corner of said 189.0 acre tract, same being an interior corner of said Rutherford tract;

THENCE, N02°11'42"W along the common line of said Rutherford tract and the 289.0 acre tract, a distance of 1601.84 feet to an iron rod found at a fence corner, same being the corner of Lot 36 and Lot 37, of Bear Creek Estates, Section 2, a subdivision recorded in Book 2, Page 199-200 of the Plat Records of Hays County, Texas;

THENCE, N89°16'57"E along the south line of Lot 37 and Lot 38 of said Bear Creek Estates Section 2, a distance of 410.00 feet to an iron rod set, same being an interior corner of Lot 38;

THENCE, N01°57'28"W along the west line of said 189.0 acre tract and the east line of said Bear Creek Estates, Section 2, a distance of 1224.05 feet to an iron rod set on the east line of Lot 16 of Bear Creek Estates, a subdivision recorded in Book 2, Page 98 of the Plat Records of Hays County, Texas;

THENCE, N01°54'48"E, a distance of 310.75 feet to an iron rod found at a fence corner, same being the southwest corner of an 18.40 acre tract as described in a deed to Sam E. Cobb and wife, Dana L. Cobb, Volume 1678, Page 135 of the Deed Records of Travis County;

THENCE, N78°25'06"E along the common line of the said 18.40 acre tract and said 189.0 acre tract, a distance of 157.41 feet to a 60d nail found, about ±4 feet above ground, in a 30" sycamore tree;

THENCE, N72°25'22"E along said 189.0 acre tract and 18.40 acre tract, a distance of 512.25 feet to an iron rod found;

THENCE, N13°25'38"E, a distance of 33.23 feet to an iron rod set in a wire fence line, same being an interior corner of 18.4 acre tract and the southwest corner of said 0.95 acre tract;

THENCE, through the interior of said 189.0 acre tract and 11.0 acre tract the following three (3) courses:

- 1) N80°52'57"E, a distance of 140.78 feet to an iron rod set at a fence corner;
- 2) N00°51'32"E along a wire fence, a distance of 596.56 feet to an iron rod set in a fence line;
- 3) N13°26'41"E leaving existing wire fence, same being the common line of said 18.4 acre tract and 11.0 acre tract, a distance of 174.26 feet to an iron rod found in a fence line, same being the northwest corner of said 11 acre tract and the south line of said 97.34 acre tract;

FIELD NOTE 642
UDG NO. 00-147

490.92 ACRES
MUD
REUNION RANCH
PAGE 4 OF 4

THENCE, S87°42'10"W along the south line of said 97.34 acre tract, a distance of 279.41 feet to an iron rod found;

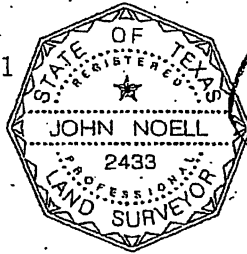
THENCE, S88°25'35"W, a distance of 97.91 feet to an iron rod found at a fence corner, same being the southeast corner of a 2.66 acre tract as described in Volume 871, Page 411 of the Deed Records of Hays County, Texas;

THENCE, N42°40'21"W along a wire fence line, a distance of 631.16 feet to an iron rod found at a fence corner;

THENCE, S88°46'53"W, a distance of 34.11 feet to an iron rod found;

THENCE, N00°53'49"W, a distance of 2136.42 feet to an iron rod found at a fence corner, same being the southwest corner of said 25.27 acre tract to the POINT OF BEGINNING and containing 490.92 acres of land.

Surveyed by
URBAN DESIGN GROUP
3660 Stoneridge Road, # E101
Austin, Texas 78746
(512) 347-0040



John Noel
John Noel, R.P.L.S. #2433
Date: *May 11, 2004*

Sketch or map attached.

Exhibit B

Preliminary Plan of Reunion Ranch

Exhibit C

List of Variances and Alternative Standards

EXHIBIT C – LIST OF VARIANCES & ALTERNATIVE STANDARDS (1-31-12)

Ordinance Section	Description	Current Ordinance Requirement	Requested Variance	Proposed Plan
Subdivision Ordinance				
28.02 (Exhibit A) 4.9.1(d)	Tree survey	8" or greater within 20' of street & utility ROW	Aerial photos may be used in lieu of tree survey	Use aerial photo
28.02 (Exhibit A) 11.22	Max Cul-de-sac Street Length	2,000 ft	2,400 ft	2,353 ft
28.02 (Exhibit A) 14.6	Minimum Lot Sizes in ETJ (Public Water Supply) Recharge Zone & Contributing Zone	1.5 acre (Recharge Zone) 0.75 acre (Contrib. Zone)	0.24 acre	<u>0.24 acre min</u> Lot density: 1.1 acre/lot (gross area) 0.98 acre/lot (excluding ROW)
28.02 (Exhibit A) 15.1, 15.2 & 20.1.3(g)	Sidewalks	Required both sides of curbed streets (not using open ditches)	Trail system (at a minimum trails along Reunion Blvd)	Trail system plan provided
28.02 (Exhibit A) 16.1	Minimum Building Setback Lines	Side building lines shall be 5'	Minimum 5' side building line on each side of lot line or 0' on one side of lot line with 10' on other side.	5' each side (with option to go to 0'/10')
28.02 (Exhibit A) 20.1.3(e)	Streetlights	Required	Not Required	Not proposed
Water Quality Protection Ordinance				
22.05.016(a)(1) 22.05.016(a)(2)	Impervious Cover Limits in Edwards Aquifer Recharge and Contributing Zones)	10% (Recharge Zone) 35% (Contributing Zone)	Per USFW Low Impact Development Plan approved for Project: Sum of 15% of Recharge Zone and 20% of Contributing Zone, calculated using the upland zone area	78.52ac allowed (98.60ac would be allowed under Water Quality Protection Ordinance)
22.05.017	Water Quality Buffer Zones	Defined	Per "Conservation Easements" shown on USFW Low Impact Development Plan approved for Project	Shown as "Conservation Easements" and Common Area
22.05.023	Water Quality Structural Controls	Structural controls requires	Controls per USFW Low Impact Development Plan approved for Project	Multiple BMPs & Open Space
Sign Ordinance				
26.06.001(a)	Direct lighting of signs prohibited	Prohibited	Entrance and neighborhood signage may be lit with ground lights directed at the signs.	Must comply with Lighting Ordinance
26.06.064(a)	One monument sign permitted at each entrance to a neighborhood or residential subdivision.	One	One monument sign at main subdivision entrance and additional monument signs at each discrete	

			neighborhood or section of lots.	
26.06.064(b) and (c)	Maximum area and height of a sign	Area: 32 square feet Height: 6 feet	If a sign is set into a hardscape feature, the hardscape feature will not be considered part of the sign.	<i>Sign cannot exceed 6' in height measured from finished grade of adjacent roadway.</i>

Exhibit D

LCRA Water Service Agreement

ASSIGNMENT

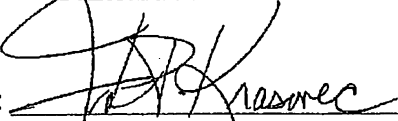
Hays Reunion Ranch, L.P., Texas limited partnership ("Assignor"), for good and valuable consideration, receipt of which is hereby acknowledged, by means of this instrument grants and conveys to Reunion Ranch Water Control and Improvement District ("Assignee") all right, title and interest now owned by Assignor in that certain Water Services Agreement between Lower Colorado River Authority and Assignor, with effective date March 31, 2003, a copy of which is attached hereto.

This Assignment, and all of its terms and conditions, are binding on Assignor and its successors and assigns, and on Assignee and its successors and assigns.

SIGNED this 28th day of August, 2006.

HAYS REUNION RANCH, L.P.

By: Hays Reunion Ranch GP, LLC,
General Partner

By: 

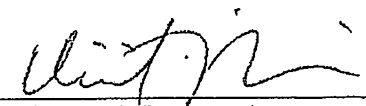
Frank P. Krasovec, Manager

ACCEPTANCE

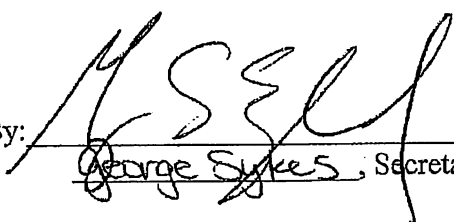
Reunion Ranch Water Control and Improvement District ("Assignee") in consideration of the interests assigned to it in the above assignment, accepts all of the right, title and interest in the rights and obligations of Hays Reunion Ranch, L.P. pursuant to the above-described contract. Assignee agrees to assume and perform all of the duties of Hays Reunion Ranch, L.P. pursuant to that contract. Assignee further agrees to indemnify and hold harmless Hays Reunion Ranch, L.P. for any liability for performance or nonperformance of the duties and obligations assumed by it hereby.

SIGNED this 28th day of August, 2006.

REUNION RANCH WATER CONTROL AND
IMPROVEMENT DISTRICT

By: 
Vince Ferracina, President

ATTEST:

By: 
George Sykes, Secretary

[SEAL]

**WATER SERVICES AGREEMENT
BETWEEN
LOWER COLORADO RIVER AUTHORITY AND
HAYS REUNION RANCH, L.P.**

THIS WATER SERVICES AGREEMENT (this "Agreement") is made and entered into by and between LOWER COLORADO RIVER AUTHORITY, a conservation and reclamation district and a political subdivision of the State of Texas ("LCRA") and Hays Reunion Ranch, L.P., a Texas limited partnership ("Landowner").

RECITALS

1. LCRA owns and operates a regional water supply system consisting of a raw water intake and pumping system, a raw water transmission main, the Uplands water treatment plant, treated water storage facilities and treated water transmission and distribution facilities which have been designed to serve the needs of its customers in northern Hays County (collectively, the "LCRA System").
2. Landowner and LCRA have also entered, or intend to enter, into a raw water contract (the "Raw Water Contract") pursuant to which LCRA will make available raw water to Landowner for treatment by LCRA and subsequent delivery to meet the needs of Landowner.
3. Landowner and LCRA now desire to enter into this Agreement pursuant to which LCRA will agree to provide certain water services to Landowner from the LCRA System.
4. Landowner intends to construct and operate a water distribution system (the "Retail System"), and Landowner desires to obtain a supply of treated water to provide service to the Retail Service Area as defined below ("Water Services") from LCRA.
5. Landowner has identified the area described and/or depicted in Exhibit A as the area in which Landowner, or its assigns, will initially make arrangements to provide retail service with the water received pursuant to this Agreement (the "Retail Service Area"). Prior to the sale of water to any retail customers in the Retail Service Area, Landowner intends to assign this Agreement in whole or part to one or more municipal utility districts, water control improvement districts or other legally qualified, retail service providers.
6. Landowner shall be responsible for the payment of all costs for construction of improvements to the Retail System (collectively, the "Improvements") required to receive the water delivered by LCRA to Landowner under this Agreement and to supply potable water service to the customers within the Retail Service Area.

- 7. Subject to compliance with the provisions of this Agreement by all parties, and to the extent indicated, LCRA's System will be capable of providing Water Services to Landowner, and LCRA agrees to expand and improve the LCRA System in order to continue to provide adequate Water Services to Landowner under this Agreement and to the other customers of the LCRA System under other agreements, with all costs of the LCRA System (the "Costs of the System") to be recovered through the rates and charges of LCRA to the customers of the LCRA System.
- 8. LCRA and Landowner now wish to execute this Agreement to evidence henceforth the agreements of LCRA to provide Water Services to Landowner under the conditions described in this Agreement.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LCRA and Landowner agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions of Terms. As used in this Agreement, except as otherwise provided, the following terms have the meanings ascribed in this section.

"Agreement" means this agreement.

"Contract Year" means the period beginning on April 1 of a year, following the effective date of this Agreement, and ending on March 31 of the subsequent year.

"Connection Fee" means the charge described in Section 4.01.a. of this Agreement.

"Costs of the System" means all of LCRA's reasonable and necessary costs of acquiring, constructing, developing, permitting, implementing, expanding, improving, enlarging, bettering, extending, replacing, repairing, maintaining and operating the LCRA System, including, without limiting the generality of the foregoing, the costs of reasonable water losses within the LCRA System as well as the costs of property, interests in property, capitalized interest, land, easements and rights-of-way, damages to land and property, leases, facilities, equipment, machinery, pumps, pipes, tanks, valves, fittings, mechanical devices, office equipment, assets, contract rights, wages and salaries, employee benefits, chemicals, stores, material, supplies, power, supervision, engineering, testing, auditing, franchises, charges, assessments, claims, insurance, engineering, financing, consultants, administrative expenses, auditing expenses, legal expenses and other similar or dissimilar expenses and costs required for the LCRA System. The Costs of the System shall include reasonable amounts for an operation and maintenance reserve fund, debt service reserve fund, required coverage of debt service, working capital and appropriate general and administrative costs. Because LCRA is providing wholesale Water Services to Landowner and retail potable water service to other customers from the System, the term "Costs of the

"System" shall not include any costs properly attributed to provision of retail potable water service by LCRA from the LCRA System, such as costs of retail distribution lines, retail meters and taps, individual retail customer service lines, retail billing costs or any other similar costs that properly and reasonably are allocable to the retail distribution of water.

"Delivery Point(s)" means the point(s) at which LCRA is obligated to deliver treated water to Landowner under this Agreement.

"District" means any existing or future municipal utility water control and improvement or other special district within all or any part of the Retail Service Area. Landowner may create one or more Districts.

"Emergency" means a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or a relatively permanent condition or insufficiency of service or of facilities resulting from causes outside of the reasonable control of LCRA. The term includes Force Majeure and acts of third parties which cause the LCRA System to be unable to provide the Water Services agreed to be provided herein.

"Force Majeure" means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity other than LCRA or any civil or military authority, acts, orders or delays thereof of any regulatory authorities with jurisdiction over the parties, insurrections, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of a party.

"Improvements" means the installation of the tap and meter at the Delivery Point, any valves, pressure reducing devices, distribution and service lines, all as described in Exhibit B or as otherwise designed by Landowner to serve the Retail Service Area and required to serve the Retail Service Area, but does not include any facilities on LCRA's side of the Delivery Point.

"LCRA" means Lower Colorado River Authority.

"LCRA Service Area" means the Bee Cave District and the Dripping Springs District of the LCRA's West Travis County Regional System, as depicted in Exhibit C hereto, together with such other service areas contiguous thereto as may be added by LCRA in the future.

"LCRA System" means the facilities owned and operated by LCRA as described in Recital No. 1 above together with all extensions, expansions, improvements, enlargements, betterments and replacements to provide water or Water Services to LCRA's customers in the LCRA Service Area. The LCRA System does not include any facilities on Landowner's side of the Delivery Point(s).

"LUE" means an amount of Water Services sufficient for one living unit equivalent as defined from time to time in LCRA's tariff applicable to LCRA's retail service customers.

"MOU" means the Memorandum of Understanding between the U.S. Department of the Interior Fish and Wildlife Service and the Lower Colorado River Authority for the Purpose of Providing Surface Water for Residents in Western Travis and Northern Hays Counties, dated May 24, 2000, as now or hereafter amended; provided, however any future amendments shall not affect the obligations of the parties under this Agreement for service within the Retail Service Area unless said amendments are previously approved by Landowner.

"Meter(s)" means the meter(s) that shall be installed by Landowner at the point(s) at which the LCRA System connects to the Retail System.

"Monthly Charge" means the charge described in Section 4.01.b. of this Agreement.

"Plan" means the LCRA Utilities Water Conservation and Drought Contingency Plan as adopted in August 2000 and as hereafter amended.

"Raw Water Contract" means the raw water contract between Landowner and Lower Colorado River Authority. In the event Landowner and LCRA have not executed the Raw Water Contract at the time this Agreement is executed, the parties agree to use good faith efforts to execute the Raw Water Contract within thirty (30) days of the effective date of this Agreement.

"Reservation Fee" means a fee of One Hundred and Sixty Dollars (\$160.00) per Reserved LUE. The Reservation Fee relates to the reservation for Landowner of a portion of the limited capacity in the LCRA's System capable of serving northern Hays County. Landowner acknowledges and agrees that this Reservation Fee is separate and apart from, and in addition to, any reservation fees that may be due under Landowner's Raw Water Contract.

"Reservation Period" means a period of time beginning at the effective date of this Agreement, being March 31, 2003 and ending at 12:01 a.m. on April 1, 2013.

"Reserved LUEs" means the number of 480 LUEs; provided, however, that said number shall be reduced from time to time as provided herein.

"Retail Service Area" means the area described on Exhibit A. Landowner may amend the Retail Service Area from time to time, subject to the provisions of this Agreement, by providing written notice to LCRA.

"Retail System" means Landowner's water distribution and delivery system in the Retail Service Area, including those facilities on Landowner's side of the Delivery Point(s). The Retail System does not include any facilities on LCRA's side of the Delivery Point.

"Volume Rate" means the charge described in Section 4.01.c. of this Agreement.

"Water Services" means the diversion of raw water from Lake Austin; the transmission of the raw water to a place or places of treatment; the treatment of the water into potable form; and the transmission of the potable water to Landowner at the Delivery Point(s).

Section 1.02 Captions. The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement.

Section 1.03 Water Services. LCRA agrees to provide Water Services to Landowner under this Agreement all as hereafter specified. LCRA shall provide Water Services, and Landowner, or its assigns, shall provide retail service based on the Water Services, in a manner that complies with the MOU.

ARTICLE II METERING; ESTIMATING WATER DELIVERIES

Section 2.01 Water Meter(s). Landowner shall install a Meter(s) at or near the Delivery Point(s) of the LCRA System with the Retail Service Area. Design, location and installation of the Meter(s) is subject to prior review and approval by LCRA, which approval shall not be unreasonably withheld or delayed. After completion of installation of the Meter(s); Landowner shall dedicate and convey the Meter(s) (together with associated easements, rights-of-way, permits, licenses or appurtenances) to LCRA free and clear of any liens, claims and encumbrances and execute an appropriate document in form and substance reasonably acceptable to LCRA evidencing the dedication and conveyance. Thereafter, the Meter(s) shall be part of the LCRA System and it shall be LCRA's responsibility to repair, maintain and replace the meter. The transfer of ownership shall be accomplished in a manner that allows a District to repay or reimburse Landowner.

Section 2.02 Meter Accuracy; Calibration.

- a. The Meter(s) may be calibrated at any reasonable time by either party to this Agreement, provided that the party making the calibration shall notify the other party at least two (2) weeks in advance and allow the other party to witness the calibration. Further, the Meter(s) shall be tested for accuracy by, and at the expense of, LCRA, at least once each calendar year, at intervals of approximately twelve (12) months, and a report of such test shall be furnished to Landowner. In the event any question arises at any time as to the accuracy of the Meter(s), then the Meter(s) shall be tested promptly upon demand of Landowner by LCRA. The expense of such test shall be borne by Landowner if the Meter is found to be within American Water Works Association (AWWA) standards of accuracy for the type and size of meter and by LCRA if the tested meter is found to not be within American Water Works Association (AWWA) standards for the type and size of meter.
- b. If, as a result of any test, the Meter(s) are found to be registering inaccurately (in excess of American Water Works Association (AWWA) standards for the type and size of meter), the readings of the Meter(s) shall be corrected at the rate of their inaccuracy for any period which is definitely known or agreed upon and LCRA shall pay for the testing or, if no such period is known or agreed upon, the shorter of:

- (1) a period extending back either sixty (60) days from the date of demand for the test or, if no demand for the test was made, sixty (60) days from the date of the test; or
- (2) a period extending back one half of the time elapsed since the last previous test;

and the records of the readings, and all payments which have been made on the basis of such readings, shall be adjusted accordingly.

ARTICLE III CONDITIONS REGARDING PROVISION OF WATER SERVICES

Section 3.01. Diversion of Water.

- a. LCRA agrees to provide Water Services to Landowner for raw water which Landowner will purchase pursuant to the Raw Water Contract. Initially, the Raw Water Contract shall provide for the reservation and/or purchase of two hundred forty (240) acre-feet per year by Landowner. It shall be Landowner's sole responsibility to secure amendments, if any, to the Raw Water Contract as necessary from time to time in order for the Landowner to purchase additional raw water that may be required for full development of the Retail Service Area. Landowner agrees to use water made available under the Raw Water Contract, and any amendments, and provided through the Water Services provided pursuant to this Agreement in order to serve the Retail Service Area up to the number of Reserved LUEs prior to using potable water from any other source. Beginning 90 days following substantial completion of the Improvements, if the water provided pursuant to this Agreement and the Raw Water Contract, and any amendments thereto, are sufficient to meet Landowner's water needs within the Retail Service Area for the number of Reserved LUEs, Landowner agrees not to use potable water from any other source except to the extent that such use is needed for additional LUEs in excess of the Reserved LUEs.
- b. ~~Landowner is solely responsible for securing, maintaining and increasing its right to divert and use water under the Raw Water Contract and for complying with all the terms and conditions of the Raw Water Contract. Landowner shall make all payments directly to LCRA. It is specifically agreed however, that LCRA shall divert, treat and transport the water to Landowner in accordance with the terms and conditions of this Agreement.~~
- c. LCRA shall never be liable for any payment on behalf of Landowner under the Raw Water Contract, but all such obligations shall remain exclusively those of Landowner unless assigned by Landowner pursuant to the provisions of this Agreement. Landowner understands and agrees that LCRA, by entering into this Agreement with Landowner, does not confer upon Landowner, and Landowner, as a result of this Agreement, shall never have or claim, any interest in raw water owned or controlled by LCRA except to the extent of Landowner's rights under its Raw Water Contract. In no event will LCRA be obligated pursuant to this Agreement to divert on Landowner's behalf or supply to Landowner (1) any water in excess of the specific amount stated in, or in violation of any of the provisions of, the Raw Water Contract, or (2) any water LCRA is entitled to otherwise divert or use.

- d. This Agreement in no way modifies or amends the Raw Water Contract, nor the obligations and rights contained therein.

Section 3.02 Title to and Responsibility for Water; Delivery Point(s).

- a. Title to the water diverted, treated and transported to Landowner by LCRA under this Agreement shall remain with Landowner at all times, even when that water is commingled with water belonging to other customers of the LCRA System, but Landowner shall have no right of control or dominion over its water until it reaches the Delivery Point(s).
- b. Water delivered by LCRA shall be delivered at the Delivery Point(s) and at no other points. Landowner shall be solely responsible for conveying its water from these Delivery Point(s) to Landowner's intended place of use. At its cost and expense, Landowner may change the Delivery Point from time to time upon written notice to LCRA.

Section 3.03 Quantity and Pressure.

- a. Subject to the limitations set forth, upon completion of construction of the Improvements in a manner approved in advance by LCRA, which approval shall not unreasonably be withheld, conditioned or delayed, LCRA agrees to divert, transport and treat for Landowner all water needed and requested by Landowner for the Retail Service Area, up to, but not in excess of (i) a peak daily flow rate of 553,000 gallons per day (or up to 480 LUEs) within the Retail Service Area, or (ii) such lesser amount as LCRA may be able to supply in the event of an Emergency. LCRA shall make the water available at the Delivery Point(s) at a minimum pressure of thirty-five (35) psi under non-Emergency operating conditions. The initial Delivery Point(s) is shown on Exhibit A. The parties may agree to additional Delivery Points in the future.
- b. LCRA reserves the right to require Landowner, at its expense, to install flow restriction devices, at such locations as LCRA may hereafter specify, in order to restrict the flow of water to Landowner to the levels agreed to herein. If the demands of Landowner for Water Services ever exceed the amount LCRA is able to supply, then Landowner shall notify LCRA of such shortage and the amount of water needed by Landowner. Landowner, at its option, may acquire water from other sources during the period of the shortage, consistent with the default provisions of this Agreement if LCRA is unable to meet its water needs for the Retail Service Area as set forth in Section 3.03 above in a timely manner, provided that Landowner has adopted and is enforcing the conservation plan and drought contingency plan provided in Section 6.01.
- c. Landowner shall have the right to purchase additional Water Services from LCRA from the LCRA System on the same terms and conditions as any other similarly situated customer of LCRA to the extent that LCRA has Water Services available.

- d. Where Landowner has the obligation to provide all water storage and pressurization necessary to provide water service within the Retail Service Area, Landowner must maintain water storage facilities with backflow preventer or an air gap between LCRA's System and the Retail System, subject to review and approval by LCRA of the plans and specifications for and construction of same. LCRA shall not unreasonably withhold, condition or delay any such approval.
- e. Landowner acknowledges that the provision of Water Services is subject to the availability of raw water from Lake Austin and the capability of LCRA's System to divert, treat and transport such water to the Delivery Points, provided, however, LCRA shall use due diligence and reasonable efforts to ensure that the LCRA System is capable of carrying out the obligations under this Agreement. Furthermore, Landowner acknowledges that the Water Services provided under this Agreement are subject to the LCRA Utilities Water Conservation and Drought Contingency Plan ("Plan") and the quantity of water delivered may be curtailed pursuant to the Plan, as provided in Section 6.01 of this Agreement.

Section 3.04 Quality of Water Delivery to District. The water delivered by LCRA at the Delivery Point(s) shall be potable water of a quality conforming to the requirements of any applicable federal or state laws, rules, regulations or orders including requirements of the Texas Commission on Environmental Quality ("TCEQ"), or its successors, for human consumption and other domestic use. Each party agrees to provide to the other party, in a timely manner, any information or data regarding this Agreement or the quality of treated water provided through this Agreement as required for reporting to state and federal regulatory agencies.

Section 3.05 Maintenance and Operation; Future Construction. LCRA shall be responsible for operating, maintaining, repairing, replacing, extending, improving and enlarging the LCRA System and shall promptly repair any leaks or breaks in LCRA's System, including the master meter. Landowner shall be responsible for operating, maintaining, repairing, replacing, extending, improving and enlarging the Retail System, including the Improvements, in good working condition and shall promptly repair any leaks or breaks in the Retail System.

Section 3.06 Rights and Responsibilities in Event of Leaks or Breaks.

- a. Landowner shall be responsible for paying for all water delivered to it under this Agreement at the Delivery Point(s) regardless of the fact that such water passed through the Delivery Point(s) as a result of leaks or breaks in the Retail System. In the event a leak, break, rupture or other defect occurs within the Retail System that could either endanger or contaminate the LCRA System or prejudice LCRA's ability to provide water service to its other customers, LCRA, after providing reasonable notice to Landowner and opportunity for consultation, shall have the right to take reasonably appropriate action to protect the public health or welfare of the LCRA System or the water systems of LCRA's customers including, without limitation, the right to restrict, valve off or discontinue service to Landowner until such leak, break, rupture or other defect has been repaired..

- b. Landowner further understands that LCRA delivers water at other points to other customers and has rights under its contracts with those customers which are similar to its rights under Section 3.06.a. of this Agreement. Nothing in this Agreement shall be construed as impairing any of LCRA's rights under its contracts with those other customers. LCRA may exercise any of said rights, including those rights similar to its rights under Section 3.06.a. of this Agreement, and in such event, Landowner shall have the same obligations to LCRA as Landowner would have had had LCRA exercised its rights under Section 3.06.a. of this Agreement.

Section 3.07. MOU Compliance Matters. Landowner recognizes that LCRA is required and committed to extending potable water service to the Retail Service Area and other areas served by the LCRA System in a manner consistent with the MOU. LCRA has agreed to extend water service to Landowner for the Retail Service Area in a manner consistent with the MOU by virtue of the site specific approval obtained from the United States Fish and Wildlife Service ("FWS") and memorialized in the letter attached as Exhibit D as may be amended from time to time ("FWS Letter"). Landowner agrees that its retail service from the Water Services to "New Development" (as defined in the MOU) will only be provided where (a) the development complies with any final water quality protection measures that result from the FWS's review of LCRA's environmental study, or (b) the FWS determines in writing that the water quality protection measures provided for the development are consistent with the requirements of the Endangered Species Act, or (c) the development complies with a regional plan that FWS determines in writing to be consistent with the requirements of the Endangered Species Act. LCRA acknowledges that the FWS Letter satisfies the requirements of the MOU for the Retail Service Area and the number of Reserved LUEs. Landowner, with the consent of FWS, reserves the right to amend the FWS Letter, provided, however, that any such amendment shall not affect the number of Reserved LUEs under this Agreement absent amendment of this Agreement approved by the LCRA Board of Directors. LCRA covenants and agrees that any future amendment of the MOU that would adversely affect Landowner's rights under this Agreement, including but not limited to impervious cover restrictions, land use or water quality restrictions, will not apply to Landowner's rights under this Agreement without Landowner's prior written consent. Further, Landowner agrees that as a condition to providing water service, LCRA will require that Landowner provide for its Retail Service Area an engineer's certification, in the form attached as Exhibit E, that the final plats for the Retail Service Area contain enforceable restrictions against altering physical elements of any applicable water quality measures or alternatives, such as buffer zones and impervious cover, as were approved by USFWS as set forth in the FWS Letter. Landowner further recognizes and agrees that LCRA will require that Landowner also provide an engineer's certification, in a form substantially similar to Exhibit F, after completion of construction of the subdivision to ensure that construction of the subdivision has been in accordance with the plat restrictions. In addition, Landowner agrees to require landowners in Retail Service Area which receive water service from Landowner to adopt deed restrictions for land owned by them in Retail Service Areas which require use of the water conservation measures in Exhibit G, or similar measures reasonably approved by LCRA. In order that LCRA may monitor Landowner's and the landowners' compliance with the FWS Letter, Landowner agrees to require such landowners to provide LCRA with copies of all final plats and applicable restrictive covenants, and any amendments to the plats or deed restrictions, on land in the Retail Service Area as approved by or filed with appropriate governmental authorities.

ARTICLE IV
CHARGES, BILLING AND FINANCIAL MATTERS

Section 4.01 Connection Fee; Rates.

- a. After completion of construction of the Improvements, Landowner shall be obligated to pay LCRA a connection fee (the "Connection Fee"), of four thousand five hundred dollars (\$4,500) per LUE, for each new retail customer that connects in the Retail Service Area and receives water provided under this Agreement. The Connection Fee for each new retail water connection shall be due and payable to LCRA within forty-five (45) days after the end of the calendar month in which Landowner connects a new retail water connection to the Retail System. Landowner shall remit with its payment a list of the new customer(s); service address(es); meter size(s); and, number of equivalent LUE(s) for which payment of a Connection Fee is being made by Landowner. The Connection Fee has been designed primarily to fund or recover all or a part of the Costs of the LCRA System for capital improvements or facility expansions intended to serve "new development" (as that term is defined in the Texas Impact Fee Law, Chapter 395 of the Texas Local Government Code) in the LCRA Service Area and upon payment, Landowner will have a reservation of capacity for the number of LUEs for which a Connection Fee or Reservation Fee has been paid. The Connection Fee will be reasonable and just as required by law.
- b. Landowner also shall pay LCRA a monthly charge (the Monthly Charge") for each month after the earlier of (i) completion of construction of the Improvements or (ii) eighteen months after execution of this Agreement, regardless of whether or how much Water Services are provided by LCRA during that month. The Monthly Charge shall initially be two thousand nine hundred dollars (\$2,900.00) per month. The Monthly Charge shall be designed primarily to recover Landowner's allocable share of the capital related Costs of the System not recovered in the Connection Fee. The Monthly Charge shall be just and reasonable as required by law. Currently the Monthly Charge is designed based on the demand placed, or expected to be placed, on the LCRA System by Landowner under this Agreement; and the Monthly Charge for other customers under similar agreements is similarly designed at this time. The parties to this Agreement agree that so long as LCRA designs the Monthly Charge on that basis, if Landowner's demand is reduced by reason of actual experience, reduction of Reserved LUEs, or amendment to this Agreement that Landowner's Monthly Charge will be reduced appropriately in relation to other's Monthly Charges under similar agreements, all other things being equal.
- c. Landowner also shall pay LCRA a volumetric rate (the "Volume Rate") for diversion, transportation, treatment and delivery of the actual amount of water delivered to Landowner as measured at through the Delivery Point(s), including all water used or lost due to leakage or for any other reason within the Retail Service Area. The Volume Rate is presently one and sixty hundredths dollars (\$1.60) per one thousand (1,000) gallons. The Volume Rate shall be designed primarily to recover the operation and maintenance related Costs of the System, together with any other Costs of the System not recovered

through the Connection Fee or the Monthly Charge. The Volume Rate does not include, however, any charges for raw water due in accordance with the Raw Water Contract, and Landowner shall remain liable therefor. The Volume Rate will be just and reasonable as required by law.

- d. At any time while this Agreement is in effect, LCRA, subject to applicable law, may modify the Connection Fee, the Monthly Charge and the Volume Rate as appropriate to recover the Costs of the LCRA System in a just, reasonable and nondiscriminatory manner from Landowner and the other customers of the LCRA System.
- e. LCRA hereby reserves for Landowner capacity in the LCRA System for 480 LUEs ("Reserved LUEs") for the Reservation Period. At the end of the Reservation Period, any Reserved LUEs for which Landowner has not paid a Connection Fee will be released unless, and to the extent, Landowner pays to LCRA a Connection Fee for such LUEs within thirty days after the end of the Reservation Period.

Landowner further agrees during the Reservation Period to pay an amount equal to the product of multiplying the Reservation Fee times the Reserved LUEs for Landowner in any given year (which shall be the original number of Reserved LUEs minus the total number of LUEs for which a Connection Fee has been paid or which have been released pursuant to the next paragraph). The Reservation Fees shall be due not later than April 1, 2003, and shall continue to be due by each April 1 annually thereafter until the end of the Reservation Period.

Landowner, at any time during the Reservation Period, and upon first giving LCRA one hundred eighty (180) days prior written notice, may reduce the number of Reserved LUEs for which Landowner thereafter has to pay Reservation Fees. Any such Reserved LUEs so released shall reduce LCRA's service capacity reservation to Landowner accordingly.

- f. During the Reservation Period, LCRA will pay to Landowner from any lawfully available funds an amount equal to the product of multiplying the amount of the Connection Fee per LUE times the number of retail connections purchased from LCRA within the Retail Service Area during the Contract Year up to the total amount of Reservation Fees paid by Landowner to LCRA for the same Contract Year. During the Reservation Period, Connection Fees shall not be paid in advance of the time a retail customer for the LUE connection signs a retail service agreement for a retail meter to the Retail System.
- g. Notwithstanding the limitation in subsection (f) above, in recognition of the unlikelihood of Landowner being able to purchase many LUEs during either of the first two Contract Years due to development start-up requirements (e.g., planning and design, permitting and platting, etc.), the Parties agree that for Connection Fees during the period between March 31, 2003 and March 31, 2005, inclusive, LCRA shall pay to Landowner from any lawfully available funds an amount equal to the lesser of (i) the amount of Reservation Fees paid between the Effective Date of this Agreement and the Contract Year ending March 31, 2005, and (ii) the amount generated by multiplying the amount of the Connection Fee per LUE by the number of LUEs purchased between the Effective Date

of this Agreement and the Contract Year ending March 31, 2005. Pursuant to this subsection (b), the Parties agree that on April 20, 2004, LCRA shall make a payment based upon the number of LUEs purchased through March 31, 2004. To the extent that the amount of the payment is less than the total amount of the Reservation Fees paid for the first year pursuant to subsection (c) above, the remaining amount of Reservation Fees shall be carried forward into the second Contract Year for purposes of calculating the payment, if any, to be made by LCRA to Landowner on April 20, 2005, based upon the number of LUEs purchased between April 1, 2004 and March 31, 2005. The Parties acknowledge that this provision was negotiated for the purposes of allowing the Landowner the potential to recover the maximum amount of its Reservation Fees paid during the first two Contract Years as contemplated by this subsection.

- h. Except as expressly provided herein in subsection (g) above, LCRA shall have no obligation to make payment to Landowner for a Contract Year based upon the payment of Connection Fees in a different Contract Year.
- i. The payments by LCRA contemplated by subsections 4.01(f)-(g), shall be payable on April 20th of the Contract Year immediately following the Contract Year in which the Connection Fees were paid, except for the payment payable pursuant to Subsection (g) above, which is based upon the payment of Connection Fees during the first two Contract Years.

Section 4.02 Billing and Payment. LCRA shall bill Landowner one time each month for the amount owed for the Monthly Charge and the Volume Rate. The Volume Rate shall be multiplied by the actual amount of water delivered by LCRA to Landowner for the previous billing cycle determined by the readings by LCRA at the Meter(s). Each bill submitted to Landowner shall be paid to LCRA by check or bank-wire on or before thirty (30) days from the date of the invoice. Payments shall be mailed to the address indicated on the invoice, or can be hand-delivered to LCRA's headquarters in Austin, Travis County, Texas, upon prior arrangement. If payments will be made by bank-wire, Landowner shall verify wiring instructions with LCRA's Finance Department. Payment must be received at LCRA's headquarters or bank by the due date in order not to be considered past due or late. In the event Landowner fails to make payment of a bill within said thirty (30) day period, Landowner shall pay a one-time late payment charge of five percent (5%) of the unpaid balance of the invoice. In addition, Landowner shall pay interest on the unpaid balance at a rate equal to twelve percent (12%) per annum. If the bill has not been paid by the due date, Landowner further agrees to pay all costs of collection and reasonable attorney's fees, regardless of whether suit is filed, incurred by LCRA.

Section 4.03 LCRA System to be Self-Sufficient. The LCRA System shall be comprised of the facilities described in Recital No. 1 hereof, together with such improvements, extensions, enlargements, betterments, additions, improvements and replacements thereto as are considered reasonable and necessary to provide water to the LCRA Service Area and Water Services to Landowner. The parties agree that the Costs of the LCRA System shall be borne by all of the customers of the LCRA System, including Landowner, in a fair and equitable manner and so that the LCRA System is self-sufficient. Without limiting the foregoing, the parties further agree that LCRA is authorized to issue such indebtedness as it may deem appropriate to pay for any Costs

of the LCRA System or, in lieu of issuing indebtedness, to provide for the borrowing of internal LCRA funds from LCRA resources other than the LCRA System and, in such events, the Costs of the LCRA System borne by the customers, including Landowner, shall include debt service, paying agent/registrar fees and reasonable coverage on any indebtedness issued by LCRA or the recovery (amortized over a reasonable period) of any internal LCRA funds utilized together with reasonable interest and coverage thereon to be established in accordance with LCRA policy as now or hereafter implemented.

ARTICLE V
OTHER COMMITMENTS AND FUTURE SERVICE AREA

Section 5.01 Rates and Charges.

- a. Landowner shall be solely responsible for implementing water or other rates, charges and fees, and for billing and collecting same from customers of the Retail System in accordance with applicable law. Failure to collect from its customers will not affect Landowner's obligation to make all payments due to LCRA.
- b. The parties agree and Landowner represents and covenants that all moneys required to be paid by Landowner under this Agreement shall constitute an operating expense of Landowner's waterworks system authorized by the Constitution and laws of the State of Texas, including Chapters 49, 51 and 54, Texas Water Code, as amended, and the act creating Landowner.
- c. Landowner covenants and agrees to compute, ascertain, fix, levy and collect such rates and charges for the facilities and services provided by the Retail System that will be adequate to permit Landowner to make prompt and complete payments under this Agreement.

~~Section 5.02 Governmental Approvals. Landowner represents that it has acquired or will acquire all necessary governmental approvals required to provide potable water to customers in Landowner's current Service Area, including compliance with the MOU and any approvals from the U.S. Fish and Wildlife Service as required for service to "new development," as that term is defined in the MOU. LCRA acknowledges that the FWS Letter, as may be amended from time to time, satisfies Landowner's compliance with the MOU. LCRA shall not seek a certificate of convenience and necessity or any other approvals to provide retail water service within the Retail Service Area without Landowner's written consent.~~

Section 5.03 Contract Tax Election. The parties acknowledge that, as of the effective date of this Agreement, no election has been held within any District to approve this Agreement and to authorize the levy of a tax to pay the amounts owed by the District under this Agreement, after assumption of this Agreement by a District. Landowner agrees to use reasonable efforts to have any District hold such election at the earliest legally permissible time and in connection therewith submit, pursuant to Section 49.108, Texas Water Code, a proposition to approve this Agreement and authorize the levy and collection of a tax sufficient in amount and pledged to make the payments due to the LCRA under this Agreement. If approved by the voters, the District shall be

authorized and obligated to compute, ascertain, levy and collect a tax sufficient in amount, when combined with any lawfully available revenues from the Retail System, to pay the Connection Fees, Monthly Charges and Volume Rate and any other amounts due under this Agreement or the Landowner's Raw Water Contract in a timely and complete manner. Provided, however, the District need not levy such a tax unless the revenues from the Retail System are not sufficient to pay the obligations to LCRA under this Agreement and the Landowner's Raw Water Contract.

Section 5.04 Consequences of Failure to Assign Agreement to District or Unsuccessful Contract Tax Election. In the event either (i) this Agreement is not assigned to the District within two years from the effective date of this Agreement or (ii) the District is unable to have a successful election to approve this Agreement and the tax within two years from the effective date of this Agreement, then LCRA may increase the Monthly Charge or the Volume Rate for Water Services under this Agreement as may be reasonably necessary, if such facts result in LCRA's inability to issue tax-exempt debt for the Costs of the System for the part of the LCRA System providing Water Services to Landowner.

Section 5.05 Easements. LCRA shall cooperate with Landowner in Landowner's efforts to acquire any necessary easements provided, however, LCRA shall not be required to spend money or initiate eminent domain. LCRA shall use reasonable efforts to request that Hays County allow Landowner to utilize LCRA's agreement with Hays County to place utility facilities in County right of way.

ARTICLE VI EMERGENCY OR SHORTAGE OF WATER SERVICE CAPABILITY; TERM; DEFAULT; REMEDIES

Section 6.01 Curtailment of Service. Notwithstanding any other provision herein to the contrary, it is specifically understood and agreed between the parties that the obligation of LCRA to provide Water Services to Landowner during the term of this Agreement is neither superior nor inferior to the obligation of LCRA to provide similarly situated customers with water or Water Services within LCRA's Service Area and to its other presently committed customers or any future customers of the LCRA System. Pursuant to such understanding, the parties hereby agree that if during the term of this Agreement LCRA is unable to reasonably provide water or Water Services to the LCRA Service Area or its existing committed customers because of an Emergency or shortage of water supply, production, treatment, storage or transportation capability in the LCRA System, or if LCRA needs to cause temporary repairs to be made to the LCRA System to repair, replace or improve the level of Water Service to its customers, then LCRA shall have the right, after reasonable notice to Landowner and opportunity for consultation, to curtail or limit service to Landowner and all other customers of LCRA on a reasonable, non-discriminatory basis so that all similarly situated customers are treated equally, fairly and uniformly. LCRA shall use its diligent efforts to ensure a continuous and adequate Water Services. Landowner further agrees, in times of such Emergency or shortage or the need for repair, replacement or improvement of the LCRA System, to take appropriate action to curtail or limit all usage in the Retail Service Area so that all users of the water in both entities' service areas will be equally and uniformly restricted and protected. Any such measures taken by Landowner will be at least as stringent as those adopted by LCRA for the LCRA's Service Area

and any such measures adopted within the Retail Service Area will be no more stringent than those adopted in other parts of the LCRA Service Area. The parties agree that domestic uses of water shall have priority in times of Emergency or shortage over uses of water for construction or commercial uses and that construction or commercial uses shall have priority over irrigation uses from the LCRA System. Further, both parties agree that use of water for irrigation of lawns shall have the lowest priority in times of Emergency or shortage. If it is ever determined by any governmental or regulatory authority that provision of Water Services by LCRA under this Agreement or curtailment or limitation of water or Water Services by LCRA to any of its customers is in violation of applicable law, regulation or order, then LCRA, after reasonable notice to Landowner and opportunity for consultation, may take such action as will best effectuate this Agreement and comply with applicable law. Landowner, by signing below, certifies that it has adopted or will adopt a water conservation plan and a drought contingency plan in compliance with TCEQ rules, 30 TAC chapter 288, and that the provisions of its drought contingency plan shall be as stringent, or more stringent, than the provisions of the LCRA's Plan for LCRA's System.

Section 6.02 Plumbing Regulations. To the extent LCRA and Landowner have the authority, both covenant and agree to adopt and enforce adequate plumbing regulations with provisions for the proper enforcement thereof, to ensure that neither cross-connection or other undesirable plumbing practices are permitted, including an agreement with each of their respective water customers that allows the retail provider to said customer to inspect individual water facilities prior to providing service to ensure that no substandard materials are used and to prevent cross-connection and other undesirable plumbing practices.

Section 6.03 Default.

- a. In the event Landowner shall default in the payment of any amounts due LCRA under this Agreement, or in the performance of any material obligation to be performed by Landowner under this Agreement, then LCRA shall give Landowner thirty (30) days written notice of such default and the opportunity to cure same, shall have the right to temporarily limit Water Services to Landowner under this Agreement, pending cure of such default by Landowner. In the event such default remains uncured for a period of an additional (i) thirty (30) days in the event of a monetary default or (ii) one hundred eighty (180) days and Landowner has failed to initiate and diligently pursue curative action, in the event of a non-monetary default unless such default cannot be reasonably cured within one hundred eight (180) days, then LCRA shall have the right to permanently restrict service to Landowner under this Agreement or to require Landowner to stop making new retail connections to the Retail System upon giving Landowner written notice of its intent to do so. Other sections of this Agreement notwithstanding, LCRA's sole remedy for Landowner's failure to comply with the FWS Letter shall be to terminate water service to the areas which are not in compliance.

- b. In the event LCRA shall default in the performance of any material obligation to be performed by LCRA under this Agreement, then Landowner, after having given LCRA thirty (30) days written notice of such default and the opportunity to cure same, shall have the right to pursue any remedy available at law or in equity, pending cure of such default by LCRA. In the event such default remains uncured for a period of (i) sixty (60) days in the event of a default which causes the LCRA to be unable to provide service to new retail connections to the Retail System or (ii) one hundred eighty (180) days in the event of any other type of material default, then Landowner shall have the right to notify LCRA that Landowner intends to take a more limited amount of Water Services from LCRA (which shall be at least the amount LCRA is then able to provide to Landowner) and Landowner may then obtain other water or Water Services from another provider or may take appropriate action to supply itself with additional water or Water Services upon giving LCRA written notice of its intent to do so.

Section 6.04 Additional Remedies Upon Default. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by any party and shall be cumulative of the remedies provided. Recognizing however, that LCRA's undertaking to provide and maintain the services of the LCRA System is an obligation, failure in the performance of which cannot be adequately compensated in money damages alone, LCRA agrees, in the event of any default on its part, that Landowner shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) which may also be available. Recognizing that failure in the performance of Landowner's obligations, could not be adequately compensated in money damages alone, Landowner agrees in the event of any default on its part that LCRA shall have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) which may also be available to LCRA including, without limitation, the right of LCRA to obtain a writ of mandamus or an injunction against a District to which the Agreement has been assigned (i) requiring the Board of Directors of District to levy and collect rates and charges sufficient to pay the amounts owed to LCRA by the District under this Agreement and (ii) enjoining the District from making additional retail water connections as specified in Section 6.03.a.

Section 6.05 Appeals. Nothing in this Agreement is intended to limit or prevent any right of appeal for the benefit of Landowner as it relates to rate making, the establishment of fees and charges or any other related legal or administrative proceeding.

Section 6.06. Legal Defense. In the event a third party challenges this Agreement or any portion, both parties agree, at their cost, to use diligent efforts to cooperate to defend this Agreement including but not limited to the employment of outside legal counsel the payment of all costs associated with such defense.

ARTICLE VII
MISCELLANEOUS PROVISIONS

Section 7.01 Contracts. LCRA shall have the right to enter into other water supply or Water Services contracts so long as LCRA's performance of its obligations under such contracts does not prevent LCRA from being able to perform its obligations hereunder. This section shall not be construed as limiting LCRA's rights to temporarily curtail service in times of shortage or Emergency as otherwise provided. Landowner agrees that it will not, without the written consent of LCRA, provide or sell water to any entity, private or public, except retail customers of Landowner within the Retail Service Area.

Section 7.02 Records. LCRA and Landowner each agree to preserve, for a period of at least two years from their respective origins, all books, records, test data, charts and other records pertaining to this Agreement. LCRA and Landowner shall each, respectively, have the right at all reasonable business hours to inspect such records to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to any provisions of this Agreement.

Section 7.03 State Approval. Each party represents and warrants that the plans and specifications for their respective systems have been or will be approved by the Texas Commission on Environmental Quality or its successors.

Section 7.04 Force Majeure. If any party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement other than an obligation to pay or provide money, then such obligations of that party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of either party hereto, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of either party hereto.

Section 7.05 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 and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby; provided, however, in such event the parties mutually covenant and agree to attempt to implement the unenforceable, invalid or unlawful provision in a manner which is enforceable, valid or lawful.

Section 7.06 No Oral Agreements: Modification. There are no oral agreements between the parties hereto with respect to the subject matter hereof. This Agreement shall be subject to change or modification only with the mutual written consent of LCRA and Landowner.

Section 7.07 Addresses and Notices. Unless otherwise notified in writing by the other, the addresses of LCRA and Landowner are and shall remain as follows:

LCRA:
 Lower Colorado River Authority
 Attn: Executive Manager, Water & Wastewater Utility Services
 3700 Lake Austin Boulevard
 Austin, Texas 78703

Landowner:
 Hays Reunion Ranch, LP
 Attn: William C. Bryant
 700 Lavaca Suite 900
 Austin, Texas 78701
 Fax: 457-8008

Section 7.08 Assignability. This Agreement shall be assignable by LCRA to any operating affiliate of LCRA without the necessity of obtaining the consent of Landowner if written notice is provided to Landowner and the assignee agrees in writing to be liable for all obligations of LCRA and is capable of carrying out LCRA's obligation under this Agreement in all respects. Landowner is specifically authorized to assign this Agreement in whole or in part to (i) one or more Districts, (ii) controlled affiliates of Landowner or (iii) any successors to Landowner who are future owners of the land in Landowner's Service Area, if written notice is provided to LCRA and the assignee agrees in writing to be liable for all obligations of Landowner which are assigned. Landowner also may assign this Agreement to a District whose boundaries include the Retail Service Area as well as the retail service areas provided in those wholesale water services agreements between LCRA and Cypress-Hays, L.P., LSM Ranch, Ltd., and SGL Investments, Ltd., which agreements were all effective March 31, 2003. Upon an assignment, Landowner shall be released from any further obligations under this Agreement. Landowner shall use good faith efforts to create one or more Districts and upon creation to assign this Agreement to the District(s) at which time Landowner shall be released from its obligations under this Agreement. Except as otherwise provided, this Agreement may not be assigned by either party to any other entity without the express written consent of either party, which consent shall not be unreasonably withheld or delayed.

Section 7.09 Good Faith. Each party agrees that, notwithstanding any provision herein to the contrary, neither party will unreasonably withhold or unduly delay any consent, approval, decision, determination or other action which is required or permitted under the terms of this Agreement, it being agreed and understood that each party shall act in good faith and shall at all times deal fairly with the other party.

Section 7.10 Counterparts. This Agreement may be executed in as many counterparts as may be convenient or required. All counterparts shall collectively constitute a single instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart.

Section 7.11 Governing Law. The terms and provisions hereof shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America from time to time in effect. Travis County, Texas shall be a proper place of venue for suit hereon, and the Parties hereby agree that any and all legal proceedings in respect of this Agreement shall be brought in District Courts of Travis County, Texas, or the United States District Court for the Western District of Texas, Austin Division.

Section 7.12 Authority of Parties Executing Agreement. By their execution, each of the undersigned parties represents and warrants to the parties to this document that he or she has the authority to execute the document in the capacity shown on this document.

Section 7.13 Term. Unless sooner terminated using the provisions of this Agreement, the term of this Agreement is forty (40) years from the effective date set forth below. Either party shall have the right to terminate this Agreement in the event a line serving the Retail Service Area from the Delivery Point a) has not commenced construction on or before the first anniversary of this Agreement or b) is not completed and operational on or before the second anniversary of this Agreement. In addition, the Landowner shall have the right to terminate this Agreement, in whole or in part (by reducing the number of Reserved LUEs and /or eliminating any portion of the Retail Service Area), at anytime, following one hundred eighty (180) days written notice to LCRA. Any areas released from this Agreement are not subject to the Agreement thereafter unless added back in accordance with the provisions of this Agreement. In the event of a partial termination, the parties shall execute an appropriate amendment to this Agreement evidencing the partial termination. After the expiration of the term, the parties shall cooperate in good faith to consider renewing this Agreement.

Section 7.14 Certain Amendments. LCRA agrees that in the event one or more of the wholesale water services agreements with Cypress-Hays, L.P., LSM Ranch, Ltd. and/or SGL Investments, Ltd. (or any of their successors in interest or subsequent owners of their respective retail service areas) are amended in any respect, Landowner may elect to have a similar amendment made as to this Agreement, provided that: i) Landowner is in compliance with all other terms of this Agreement, including section 3.07, at the time of the election; and, ii) said amendment corresponds appropriately to the number of Reserved LUEs under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original and of equal force and effective as of the 31st day of March, 2003, subject to confirmation by the LCRA Board of Directors no later than April 30, 2003.

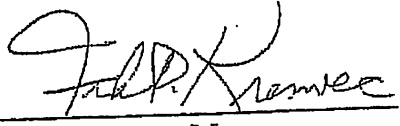
LOWER COLORADO RIVER AUTHORITY

BY: Randy Goss 7-1-03
Randy J. Goss, P.E.
Executive Manager
Water & Wastewater Utility Services



HAYS REUNION RANCH, L.P.

By: Hays Reunion Ranch GP, LLC, General Partner

By: 
Frank P. Krasovec, Manager

**EXHIBIT A
RETAIL SERVICE AREA**

Water Services Agreement - Hays Remion Ranch, L.P.

671 - 007

TRACT ONE

FIELD NOTES TO 33.085 ACRES OF LAND OUT OF THE WILLIAM CARLTON LABOR ABST. #124, HAYS COUNTY, TEXAS, A PART OF THAT CERTAIN 59.11 ACRE TRACT CONVEYED TO CLARA CALHOUN BY DEED RECORDED IN VOLUME 166, PAGE 816 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS:

BEGINNING at an iron stake found in the South R.O.W. line of F.M. Highway #1826 and the East line of the William Carlton Labor Abst. #124, being the Northeast corner of that certain 59.11 acre tract conveyed to Clara Calhoun by deed recorded in Volume 166, Page 433 of the Deed records of Hays County, Texas and the Northwest corner of that certain 431.86 acre tract conveyed to Greg Gannaway by deed recorded in Volume 305, Page 297 of the Deed Records of Hays County, Texas, for the Northeast corner of the tract herein described;

THENCE with a fence along the East line of the said Calhoun 59.11 acre tract and the West line of the said Gannaway tract, S 0° deg. 21'E. 2141.40 ft. to an iron stake found at the Southeast corner of the said Carlton Labor, being also the Southeast corner of the said Calhoun 59.11 acres, for the Southeast corner of this tract;

THENCE with a fence along the South line of the said 59.11 acre tract and a boundary line of the said Gannaway tract, N 89 deg. 59'W. at 258.96 ft. pass a corner of the said Gannaway tract and the Northeast corner of that certain 100 acre tract conveyed to Clara Calhoun by deed recorded in Volume 305, Page 816 of the Deed Records of Hays County, Texas, continuing on same course along the South line of the said 59.11 acres and the North line of the said Calhoun 100 acres, a total distance of 795.64 ft. to an iron stake set for the Southwest corner of this tract and being the Southeast corner of a 25.27 acre tract;

THENCE with the East line of the said 25.27 acre tract, N 0 deg. 30'W 1471.43 ft. to an iron stake set in the South R.O.W. line of the said highway and the North line of the said Calhoun 59.11 acres, for the Northwest corner of this tract;

THENCE with the South line of the said highway and the North line of the said Calhoun 59.11 acre tract, N 49 deg. 54'E. 1039.54 ft. to the place of beginning, containing 33.085 acres of land.

EXHIBIT A

671 448

TRACT TWO

ALL OF THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE S. J. WHATLEY LEAGUE NO. 22 IN HAYS COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 133.98 ACRE TRACT OF LAND AS CONVEYED TO CLARA CALHOUN BY DEED RECORDED IN VOLUME 117, PAGE 86 OF THE HAYS COUNTY DEED RECORDS, AND BEING A PORTION OF THAT CERTAIN 300 ACRE TRACT OF LAND AS CONVEYED TO CLARA CALHOUN BY DEED RECORDED IN VOLUME 92, PAGE 241 OF THE HAYS COUNTY DEED RECORDS, SAID TRACT OF LAND AS SURVEYED BY RALPH HARRIS SURVEYOR INC., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch rebar set at the base of a corner fence post occupying the northeast corner of the above described Calhoun 133.98 acre tract of land, said point being in the south line of that certain tract of land as conveyed to L. L. McCandless et. al., by deeds recorded in Volume 245, Page 168 and Volume 245, Page 369 of the Hays County Deed Records, for the northeast corner and PLACE OF BEGINNING hereof, from which point an iron pipe round at the base of a corner fence post occupying the southeast corner of said McCandless tract of land bears S 88° 16' 45" E for a distance of 129.36 feet, and from which point of beginning a 16 inch live oak tree marked X bears N 05° 30' W for a distance of 49.6 feet, and from which point of beginning a 20 inch live oak tree bears S 19° 27' W for a distance of 32.1 feet

THENCE, with the east line of said Calhoun 133.98 acre tract of land, as fenced and used upon the ground, the following 6 courses:

S 02° 11' 11" W for a distance of 764.96 feet to an iron pin found at a corner fence post occupying the southwest corner of that certain 176 acre tract of land as conveyed to Clara Calhoun by deed recorded in Volume 120, Page 316 of the Hays County Deed Records, said point also occupying the northwest corner of that certain 936 acre tract of land described in a deed to B.R. Spillar by deed recorded in Volume 138, Page 300 of the Hays County Deed Records

S 02° 12' 35" W for a distance of 290.73 feet to an iron pin found

S 02° 24' 55" W for a distance of 889.36 feet to an iron pin found

S 26° 15' 38" E for a distance of 35.25 feet to an iron pin found

S 00° 05' 50" E for a distance of 91.50 feet to an iron pin found

S 00° 13' 52" W for a distance of 132.59 feet to an iron pin found

S 00° 27' 22" W for a distance of 774.64 feet to an iron pin found at the base of a corner fence post

S 00° 14' 32" W for a distance of 249.73 feet to a 1/2 inch rebar set for an angle point hereof, from which point a 60 D nail found at an angle point in said fence bears S 00° 14' 22" W for a distance of 3.18 feet

THENCE, N 88° 11' 28" W for a distance of 34.58 feet to a 1/2 inch rebar set for an angle point hereof --

THENCE, S 01° 43' W for a distance of 630.79 feet to a 1/2 inch rebar set at the southeast corner of the above described Calhoun 133.98 acre

EXHIBIT A

Page 2 of 1

TRACT TWO CONTINUED

671 449

tract of land, for the southeast corner hereof, said point being in the north line of that certain tract of land as conveyed to Michael Rutherford by deed recorded in Volume 197, Page 45 of the Hays County Deed Records, from which point an iron pin found at the northeast corner of a deer proof fence bears E 89° 03' 34" E for a distance of 20.00 feet.

THENCE, N 89° 03' 34" W for a distance of 1422.04 feet to a 1/2 inch rebar set at the base of the south face of an old cedar fence post for an angle point hereof, from which point a 20 inch live oak tree marked X bears N 82° 34' W for a distance of 30.1 feet and from which point a 30 inch live oak tree bears N 03° 44' E for a distance of 128.4 feet

THENCE, N 89° 21' 49" W for a distance of 396.43 feet to an iron pin found for the southwest corner hereof, from which point another iron pin found bears N 89° 21' 49" W for a distance of 1.99 feet

THENCE, N 05° 51' 50" W for a distance of 3690.05 feet to a 1/2 inch rebar set at the most southerly corner of that certain 2.66 acre tract of land as conveyed to Robert Clement, for the most westerly northwest corner hereof, from which point an iron pin found bears E 84° 08' 10" W for a distance of 0.61 feet

THENCE, with the southeast line of said Clement 2.66 acre tract of land, N 51° 25' 23" E for a distance of 645.88 feet to an iron pin found at the most easterly corner of said 2.66 acre tract of land, in the south line of the above described McCandless tract of land, for the most northerly northwest corner hereof

THENCE, with the south line of said McCandless tract of land, as found fenced and used upon the ground the following 6 calls:

E 89° 02' 14" E for a distance of 98.49 feet to a 1/2 inch rebar set

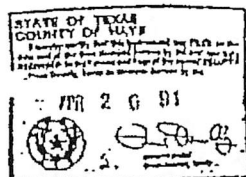
E 88° 43' 35" E for a distance of 16.03 feet to a 1/2 inch rebar set

E 88° 32' 20" E for a distance of 203.03 feet to an iron pin found

E 85° 53' 18" E for a distance of 40.73 feet to a 1/2 inch rebar set, from which point a live oak tree marked X bears E 81° 03' E for a distance of 12.5 feet, and another live oak tree bears E 85° 44' E for a distance of 17.9 feet

E 83° 07' 28" E for a distance of 101.62 feet to an iron pin found

E 83° 26' 30" E for a distance of 1351.65 feet to the PLACE OF BEGINNING and containing 192.712 acres of land, more or less.



FILED
HAYS COUNTY, TEXAS
APR 26 PM 2 50
COUNTY CLERK

FIELD NOTES TO 189.00 ACRES OF LAND OUT OF THE S. J. WHATLEY LGE. NO. 22 IN HAYS COUNTY, TEXAS, A PART OF THAT CERTAIN (300 ACRE) TRACT CONVEYED TO CLARA CALHOUN BY DEED RECORDED IN VOL. 92, PAGE 241 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS.

BEGINNING AT AN IRON STAKE SET FOR THE MOST NORTHERLY NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED, FROM WHICH AN IRON STAKE IS IN THE NORTH LINE OF THE S.J. WHATLEY LGE. NO. 22 AT THE SOUTHWEST CORNER OF THAT CERTAIN 100 ACRE TRACT CONVEYED TO CLARA CALHOUN BY DEED RECORDED IN VOL. 305, PAGE 816 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, BEARS AS FOLLOWS: N 17 DEG. 07' E 473.35 FT., N 88 DEG. 43' W. 279.33 FT., N 88 DEG. 04' W. 550.0 FT.

THENCE S 89 DEG. 29' E. 1161.11 FT. TO AN IRON STAKE SET IN BEAR CREEK, FOR THE NORTHEAST CORNER OF THIS TRACT, FROM WHICH AN IRON STAKE AT FENCE CORNER POST AT THE SOUTHEAST CORNER OF THE SAID CALHOUN 100 ACRE TRACT IN THE NORTH LINE OF THE SAID WHATLEY LGE., BEING ALSO THE OCCUPIED NORTH LINE OF THE SAID CALHOUN (300 ACRE) TRACT BEARS N 5 DEG. 47' W. 450.0 FT.;

THENCE S 5 DEG. 47' E. 3670.2 FT. TO AN IRON STAKE SET IN FENCE ON THE OCCUPIED SOUTH LINE OF THE SAID CALHOUN (300 ACRE) TRACT, AND THE NORTH LINE OF THE RUTHERFORD RANCH, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE WITH THE FENCE ALONG THE OCCUPIED SOUTH LINE OF THE SAID CALHOUN (300 ACRE) TRACT AND THE NORTH LINE OF THE SAID RUTHERFORD RANCH, N 89 DEG. 03' W. 2815.0 FT. TO AN IRON STAKE AT THE FENCE CORNER POST AT THE SOUTHWEST CORNER OF THE SAID CALHOUN TRACT AND A CORNER OF THE SAID RUTHERFORD RANCH, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE WITH THE FENCE ALONG THE OCCUPIED WEST LINE OF THE SAID CALHOUN TRACT AND A BOUNDARY OF THE SAID RUTHERFORD RANCH, N 1 DEG. 30' E. 1601.9 FT. TO AN IRON STAKE AT FENCE CORNER POST AT A CORNER OF THE SAID CALHOUN TRACT AND A CORNER OF THE SAID RUTHERFORD RANCH, ALSO THE SOUTH LINE OF THAT CERTAIN TRACT CONVEYED TO DAVID HIMMELBLAU, FOR A CORNER OF THIS TRACT;

THENCE WITH THE FENCE ALONG THE SOUTH LINE OF THE SAID HIMMELBLAU TRACT AND THE NORTH LINE OF THE SAID CALHOUN TRACT, S 87 DEG. 10' E. 410.21 FT. TO AN IRON STAKE AT THE FENCE CORNER POST AT THE SOUTHEAST CORNER OF THE SAID HIMMELBLAU TRACT AND A CORNER OF THE SAID CALHOUN TRACT, FOR A CORNER OF THIS TRACT;

THENCE WITH THE FENCE ALONG THE WEST LINE OF THE SAID CALHOUN TRACT AND THE EAST LINE OF THE SAID HIMMELBLAU TRACT, WITH THE COURSES AND DISTANCES AS FOLLOWS: N 1 DEG. 45' E. 1224.05 FT., N 6 DEG. 00' E. 313.16 FT. TO AN IRON ROD FOUND AT FENCE CORNER POST AT AN ANGLE POINT IN THE WEST LINE OF THE SAID CALHOUN TRACT, FOR A CORNER OF THIS TRACT ON THE WEST SIDE OF BEAR CREEK NEAR THE HIGH BANK OF SAME;

THENCE CROSSING BEAR CREEK, WITH THE COURSES AND DISTANCES AS FOLLOWS: N 82 DEG. 05' E. 157.46 FT., N 76 DEG. 07' E. 512.2 FT. TO AN IRON STAKE SET ON SOUTH SIDE OF FIELD FENCE, FOR AN INNER CORNER OF THIS TRACT;

THENCE N 17 DEG. 07' E. 371.25 FT. TO THE PLACE OF BEGINNING, CONTAINING 189 ACRES OF LAND,

EXHIBIT "A"

PAGE 1 OF 4

100 ACRES of land out of the Richard Halley League Survey in Hays County, Texas, and being a part of that certain 1,087.67 acre tract conveyed to L. L. McCandless, et al. by deeds recorded in Volume 245, pages 168-177 and Volume 245, pages 369-374 of the Deed Records of Hays County, Texas, and being more particularly described by meter and bounds as follows:

BEGINNING, for reference, at an iron pipe set at a fence corner post at the northeast corner of the E. J. Whatley Survey and the southeast corner of the Richard Halley League Survey in the west line of the M. T. Key Survey No. 13, also being the southeast corner of that certain 1087.67 acre tract conveyed to L. L. McCandless, et al. by deeds recorded in Volume 245, pages 168-177 and Volume 245, pages 369-374 of the Deed Records of Hays County, Texas, said point being a corner of the Clara Calhoun Ranch, for the southeast corner of the tract herein described;

THENCE, with the fence along the south line of the said McCandless, et al. 1087.67 acre tract with the courses and distances as follows:

- 1) N. 88°25' W. 779.53 feet;
- 2) N. 88°29' W. 251.72 feet;
- 3) N. 88°33' W. 250.79 feet;
- 4) N. 88°25' W. 304.65 feet;
- 5) N. 88°03' W. 130.46 feet;
- 6) N. 88°37' W. 334.09 feet;
- 7) N. 88°26' W. 214.62 feet;
- 8) N. 88°44' W. 147.72 feet; and
- 9) N. 88°28' W. 186.68 feet to a corner fence post for the southeast corner and

POINT OF BEGINNING of this survey;

THENCE, with a fence, the following courses:

- 1) E. 52°43' W. 5.37 feet;
- 2) N. 89°06' W. 481.14 feet;
- 3) N. 88°43' W. 770.50 feet; and
- 4) N. 88°04' W. 550.0 feet to an iron stake at a fence corner post in the east

side of a private road at the southwest corner of the said McCandless 1087.67 acre tract and a corner of the said Calhoun Ranch, for the southwest corner of this tract;

THENCE, with the fence along the west line of the said McCandless tract and the east line of a portion of the said Calhoun tract, N. 2°01' E. 2513.69 feet to an iron stake at a fence corner post at a corner of the said McCandless and Calhoun tracts, for a corner of this tract;

THENCE, with the fence along the boundary line between the said McCandless and Calhoun tracts, E. 88°10' E. 1531.18 feet to an iron stake set;

THENCE, E. 4°01' E. 2609.62 feet to the **POINT OF BEGINNING**;

LESS AND EXCEPT, a tract of 2.66 acres of land at the southwest corner of said 100 acre tract, and more particularly described by meter and bounds as follows:

BEGINNING at an iron pin set at the Southwest corner of the above described 100 acre tract for the Southwest corner of the above described 100 acre tract for the Southwest corner and **PLACE OF BEGINNING** hereof;

THENCE, N. 02°27' E. for a distance of 479.94 feet to an iron pin set for the Northwest corner hereof;

THENCE, E. 87°42' E. for a distance of 33.93 feet to an iron pin set at an angle point in a fence for the Northeast corner hereof;

THENCE, with said fence, E. 19°01' E. for a distance of 671.45 feet to an iron pin set at a point of fence intersection with the south line of the above described 100 acre tract, for the Southeast corner hereof;

THENCE, with the South line of the above described 100 acre tract, as found fenced and used upon the ground, N. 87°57' W. for a distance of 185.49 feet to an iron pin set for an angle point hereof;

THENCE, continuing with said fence, N. 88°24' W. for a distance of 178.91 feet to an iron pin set at a corner fence post for an angle point hereof;

THENCE, N. 88°07' N. for a distance of 92.54 feet to the **PLACE OF BEGINNING** and containing 2.66 acres of land, more or less.

073 416

TRACT of 2.66 acres of land out of the S. J. Whatley League No. 27, Hays County, Texas, and being a portion of that certain 300 acre tract of land as conveyed to Clara Calhoun by deed recorded in Volume 92, page 241 of the Deed Records of Hays County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a concrete monument set at the Northeast corner of an 11 acre tract of land described by deed recorded in Volume 342, page 154 of the Deed Records of Hays County, Texas, for the Northwest corner hereof;

THENCE, with the North line of the above described 300 acre tract of land the following

- BEARS** N. 88°28' E. for a distance of 186.86 feet to an iron pin set;
- BEARS** N. 85°44' E. for a distance of 147.72 feet to an iron pin set;
- BEARS** N. 98°25' E. for a distance of 214.62 feet to an iron pin set for the Northeast corner hereof;

THENCE S. 51°27' W. for a distance of 646.43 feet to an iron pin set for the most southerly corner hereof;

THENCE, with the East line of the above described 11 acre tract of land, N. 05°48' W. passing an iron pin found at 32.09 feet, for a total distance of 476.66 feet to the PLACE OF BEGINNING and containing 2.66 acres of land, more or less.

EDWIN W. ...
1973

TRACT SIX & SEVEN

117

11.0 acres of land out of the S.J. Whitley lgc. #22 in Hays County, Texas, a part of that certain 300 acre tract conveyed to Clara Calhoun by deed recorded in Volume 92, page 243 of the Deed Records of Hays County, Texas;

BEGINNING at an iron stake set in fence on the occupied North line of the E.J. Whitley lgc. #22 and the South line of the Richard Halley lgc. being the North line of that certain 300 acre tract conveyed to Clara Calhoun by deed recorded in Volume 92, page 243 of the Deed Records of Hays County, Texas, for the Northwest corner of the tract herein described; said point being in the South line of that certain 100 acre tract conveyed to Clara Calhoun by deed recorded in Volume 105, page 816 of the Deed Records of Hays County, Texas, from which the Southwest corner of the said Calhoun 100 acre tract bears as follows: N 88 deg. 43' W. 279.33 ft., N 88 deg. 04' W 530.0 ft.;

THENCE with the fence along the South line of the said Calhoun 100 acre tract and the North line of the said 300 acres, with the courses and distance as follows: S 88 deg. 43' E. 491.17 ft., S 89 deg. 06' E. 481.14 ft. to an iron stake set at fence corner post at an angle point in the South line of the said Calhoun 100 acre tract, for an angle point in this tract;

THENCE with the fence along the South line of the said Calhoun 100 acre tract and the occupied North line of the said 300 acres, N 52 deg. 43' E. 517 ft. to an iron stake set at fence corner post at the Southeast corner of the said 100 acre tract, for the Northeast corner of this tract;

THENCE S 5 deg. 47' E. crossing Bear Creek twice, a distance of 450.0 ft. to an iron stake set in Bear Creek, for the Southeast corner of this tract;

THENCE N 89 deg. 29' W. 136.13 ft. to an iron stake set for the Southwest corner of this tract;

THENCE N 17 deg. 07' E. 471.35 ft. to the place of beginning, containing 11.0 acres of land;

TOGETHER WITH a 50 ft. access road easement, being a part of that certain 59 acre tract conveyed to Clara Calhoun by deed recorded in Volume 166, page 433 of the Hays County Deed Records, a part of the said 100 acre tract herein referred to and a part of the said Calhoun 300 acre tract; the said 50 ft. easement, more particularly described by metes and bounds as follows:

BEGINNING at an iron stake set at the Northwest corner of the herein described 11.0 acre tract in the North line of the said Calhoun 300 acre tract and the South line of the said 100 acres, for the most Southerly Northeast corner of the tract herein described;

THENCE with the West line of the said 11.0 acre tract, S 17 deg. 07' W. 31.97 ft. to an iron stake set for the Southeast corner of this tract;

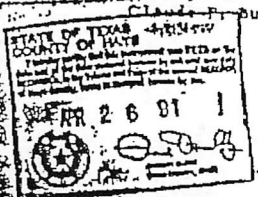
THENCE N 88 deg. 43' W. 265.15 ft. and N 88 deg. 04' W. 578.0 ft. to an iron stake set for the Southwest corner of this tract;

THENCE along the West side of an existing lane, N 2 deg. 04' E. 3506.0 ft. to an iron stake at fence corner post in the South R.O.W. line of FM Highway 1826, for the Northwest corner of this tract;

THENCE with the South R.O.W. line of the said Highway, N 74 deg. 20' E. 51.74 ft. to an iron stake set for the most Northerly Northeast corner of this tract;

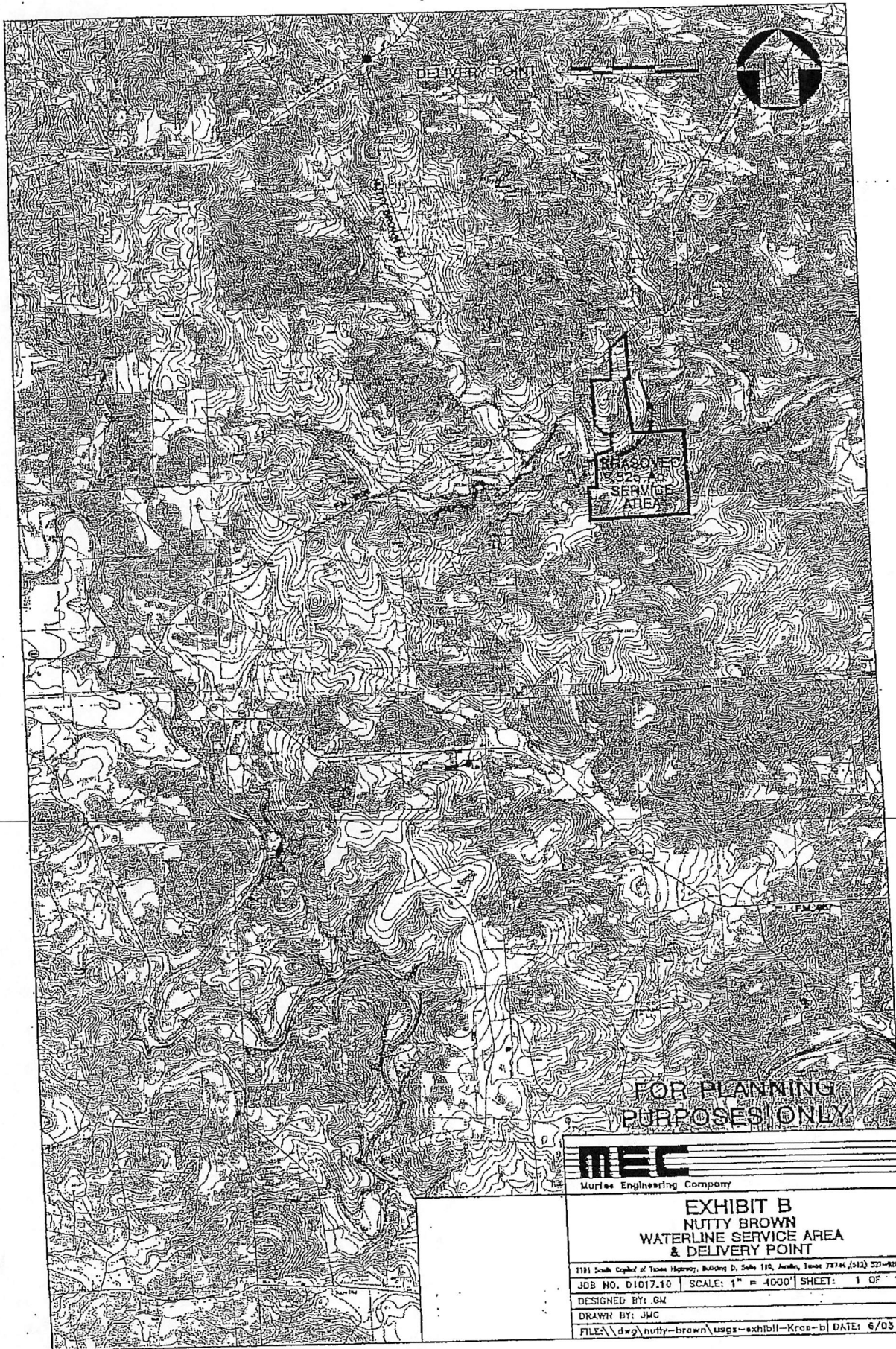
THENCE S 2 deg. 04' W. at 857.8 ft. cross the South line of the said 59 acres and the North line of the said Calhoun 100 acre tract, continuing on same course a total distance of 3501.54 ft. to an iron stake set in fence on the South line of the said 100 acre tract and the North line of the said 300 acres, for the inner or "L" corner of this tract;

THENCE with the fence between the said Calhoun 100 acres and the said 300 acre tract, with the courses and distance as follows: S 88 deg. 04' E. 528.0 ft., S 88 deg. 43' E. 279.33 ft. to the place of beginning. Surveyed August, 1979, by Claude P. Bush, Jr.



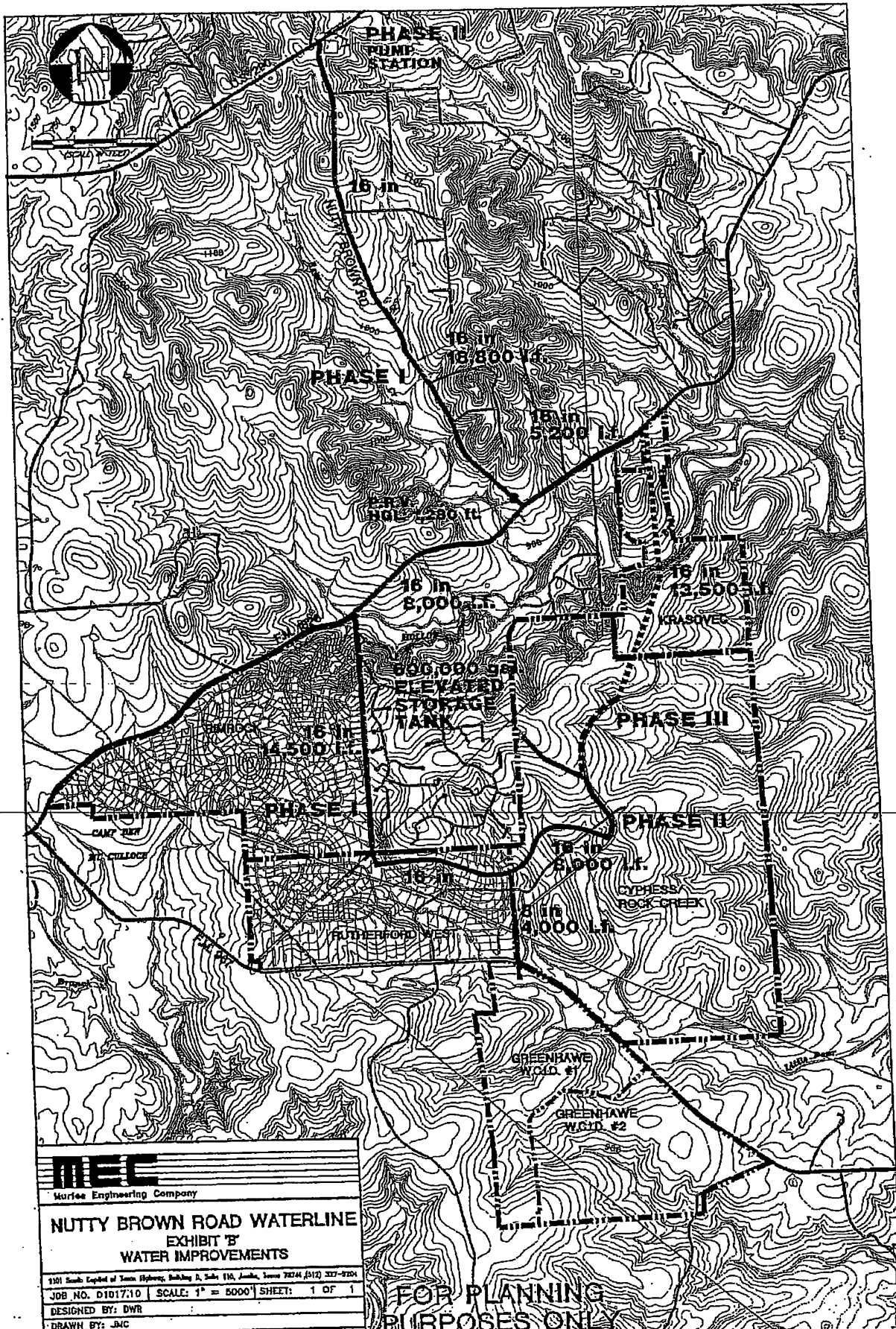
10000 747
1980 4 06 2

**EXHIBIT B
IMPROVEMENTS**



FOR PLANNING
PURPOSES ONLY

MEC Murree Engineering Company	
EXHIBIT B NUTTY BROWN WATERLINE SERVICE AREA & DELIVERY POINT	
2191 South Capital of Texas Highway, Building D, Suite 110, Austin, Texas 78746 (512) 371-8204	
JOB NO. D1017.10	SCALE: 1" = 4000' SHEET: 1 OF 1
DESIGNED BY: GW	
DRAWN BY: JWC	
FILE: \\dsg\nutty-brown\usgs-exhibit1-Krop-b DATE: 6/03	



MEC
Murfee Engineering Company

**NUTTY BROWN ROAD WATERLINE
EXHIBIT 'B'
WATER IMPROVEMENTS**

1101 South Capital of Texas Highway, Building 2, Suite 110, Austin, Texas 78744 (512) 337-9204
JOB NO. D1017.10 | SCALE: 1" = 5000' | SHEET: 1 OF 1
DESIGNED BY: DWR
DRAWN BY: JNC
FILE: \01\017.10\exhib1-1117-Kres2 | DATE: 6/03

FOR PLANNING PURPOSES ONLY

**EXHIBIT C
LCRA SERVICE AREA**

Water Services Agreement – Hays Reunion Ranch, L.P.

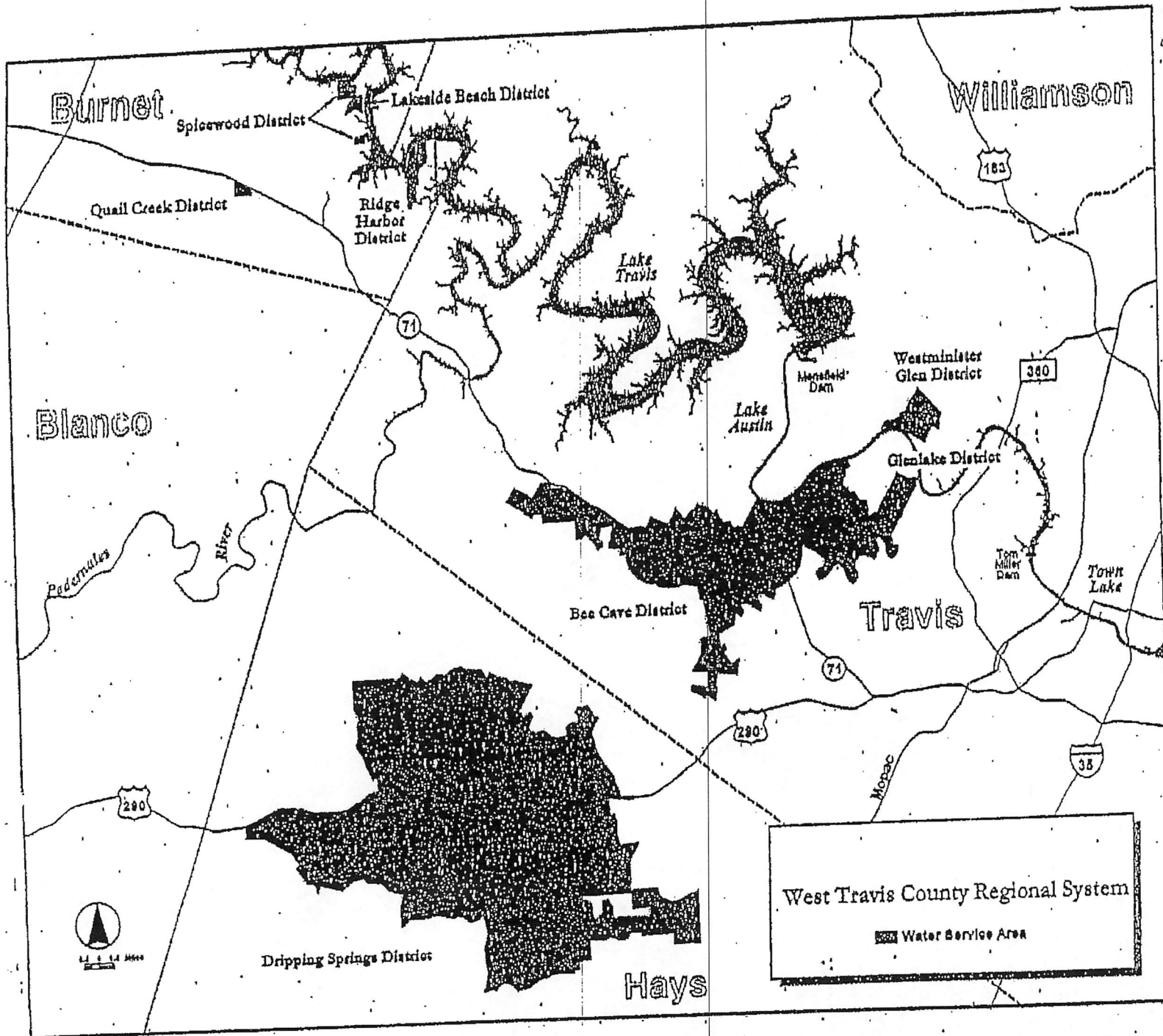


EXHIBIT D
U.S. FISH AND WILDLIFE SERVICE LETTER

Water Services Agreement – Hays Reunion Ranch, L.P.

7/23/02 TUE 10:48 FAX
7-23-02 10:39am From: Armbrust & Brown L.L.P.

512 435 2360

T-151 P.002/005 F-540

002



United States Department of the Interior

FISH AND WILDLIFE SERVICE

10711 Burnet Road, Suite 200
Austin, Texas 78758
(512) 490-0057

July 22, 2002

Mr. David B. Armbrust
Armbrust Brown & Davis, L.L.P.
100 Congress, Suite 1300
Austin, Texas 78701

KRASOVEC

2-15-1-02-529

Dear Mr. Armbrust:

Thank you for your, May 20, 2002, submission and subsequent clarifications (June 7, 2002, and July 16, 2002) outlining development parameters for the proposed development project. We discussed this project with you and reviewed the development plans through an informal consultation process on the Environmental Protection Agency's stormwater Construction General Permit. This was voluntarily initiated by your client, Krasovec-Reunion JV, and we appreciate your efforts to protect water quality at Barton Springs.

Based on the information provided, we believe that development of the proposed project is not likely to adversely affect the Barton Springs salamander. Your proposed project includes the type of water quality protections the Service believes will protect the Barton Springs salamander, and each aspect appears to address water quality protection in a site specific manner. We are satisfied with the level of commitment you have shown throughout this process and appreciate your patience as we explored the site specific alternatives for water quality treatment.

During the site review, your consultants identified golden-checked warbler habitat and potentially suitable black-capped vireo habitat. A formal consultation process with the Corps of Engineers, including an incidental take statement, will need to be completed before construction commences on this site. This process has already been initiated and should be completed during the fall of 2002.

The purpose of this letter is to clarify that the water quality plan is adequate for protection of the Barton Springs salamander. Your May 20, 2002, submission and subsequent clarifications (June 7, 2002, and July 16, 2002) are a commitment for Krasovec-Reunion JV to implement the project as described. Any changes to the project proposal, which could have an adverse impact on water quality, would require reinitiation of consultation to assure compliance with the Endangered Species Act.

07/23/02 TUE 10:41 [ITL/RI NO 5925]

07/23/02
07-23-02

TUE 10:49 FAX
10:39am From: Armbrust & Brown L.L.P.

512 435 2350

T-151 P.003/005 F-540

003

We appreciate the opportunity to work with you and your willingness to promote sound water quality management. Thank you for working with us early in the development of your project. If you have any further questions please contact Matthew Lechner, 490-0057, extension 234.

Sincerely,

William M. Seawell
Acting Field Supervisor

cc: Jack Ferguson, EPA
Joe Beal, LCRA

07/23/02 TUE 10:41 FAX/RX NO 59251

**EXHIBIT E
ENGINEER'S CERTIFICATION**

Water Services Agreement – Hays Reunion Ranch, L.P.

ENGINEER'S CERTIFICATION

The undersigned person, a professional engineer registered with the State of Texas, hereby certifies to the following:

1. I am personally familiar with the following subdivision (the "Subdivision"):
Vistas at Tustin Ranch

2. I am personally familiar with the development criteria for the Subdivision (the "Development Criteria") that was submitted to the United States Fish and Wildlife Service ("FWS"), based on which Development Criteria the FWS issued a determination that the Subdivision was not likely to adversely affect the Barton Springs salamander. This determination based on the Development Criteria was issued in a FWS letter dated July 22, 2002 (the "Letter Determination").

3. Final plats, deed restrictions and/or restrictive covenants for the Subdivision ("Plats and Restrictions") have been filed in the public record. The Plats and Restrictions are filed in:

- Copies of the Plats and Restrictions also have been provided to the LCRA.

4. It is my opinion, as a professional engineer, that the Plats and Restrictions for the Subdivision conform to, and incorporate the water quality protection features included in, the Development Criteria upon which FWS issued its Letter Determination.

Signature

Printed Name

Date

Texas Registration Number

(Seal)

**EXHIBIT F
ENGINEER'S CONCURRENCE LETTER**

Water Services Agreement – Hays Reunion Ranch, L.P.

**ENGINEER'S CONCURRENCE LETTER
FOR FINAL INSPECTION**

Date: _____, 200__
 Project Name: Vistas at Tustin Ranch
 Address: _____, Austin, Texas 787__
 Site Plan Number: _____
 Building Permit Number: _____

To Whom It May Concern:

On this day _____, I the undersigned professional engineer made a final visual inspection of the above referenced project. I am personally familiar with the development criteria for the Subdivision (the "Development Criteria") that was submitted to the United States Fish and Wildlife Service ("FWS"), based on which Development Criteria the FWS issued a determination that the Subdivision was not likely to adversely affect the Barton Springs salamander.

This determination based on the Development Criteria was issued in a FWS letter dated July 22, 2002 (the "FWS Letter"), a copy of which is attached hereto. I also have visited the site during construction and observed that the improvements were constructed in a manner substantially consistent with the approved plat, the plans and specifications approved by LCRA, and incorporated the water quality protection features included in the Development Criteria upon which United States Fish and Wildlife Service issued its FWS Letter dated July 22, 2002, with insignificant deviation.

Signature

Printed Name

Date

Texas Registration Number

(Seal)

EXHIBIT G
WATER CONSERVATION MEASURES

Water Services Agreement -- Hays Reunion Ranch, L.P.

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2012-8

REUNION RANCH DEVELOPMENT AGREEMENT

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS, APPROVING THE REUNION RANCH DEVELOPMENT AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, Owners, Hays Reunion Ranch, L.P., have approximately 523.96 acres of land located wholly within the extraterritorial jurisdiction (ETJ) of the City, in Hays County, Texas; and

WHEREAS, the City and Owners have negotiated the attached Development Agreement, which provides for orderly and responsible development of the Property; 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, owners and the City have conducted public hearings, posted sufficient public notice, and received broad public input regarding the proposal contained within this Agreement.

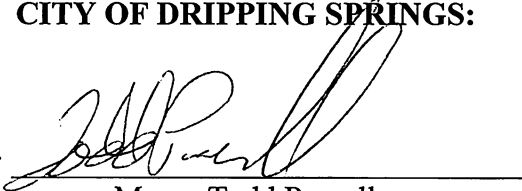
NOW, THEREFORE, BE IT RESOLVED by the City of Dripping Springs City Council:

1. The City Council hereby approves the Development Agreement accompanying this Resolution.
2. The City Council authorizes and directs the Mayor to execute the Development Agreement on behalf of the City.
3. The City Council directs City to include this Resolution and the Development Agreement in and among the official records of the City.
4. The City Council directs the Owners to file the Development Agreement in and among the Hays County real property records.
5. The meeting at which this Resolution 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.

PASSED & APPROVED this, the 7th day of February 2012, by a vote of 5 (*ayes*) to 0 (*nays*) to 0 (*abstentions*) of the City Council of Dripping Springs, Texas.

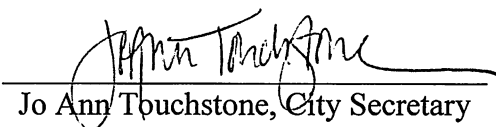
CITY OF DRIPPING SPRINGS:

by:



Mayor Todd Purcell

ATTEST:



Jo Ann Touchstone, City Secretary



Murfee Engineering Company

May 11, 2020

Districts Section (MC-156), Building F
Texas Commission on Environmental Quality
12100 Park 35 Circle
Austin, TX 78753

VIA COURIER

Re: Reunion Ranch Water Control & Improvement District (CN603086588)
Application for Approval of Sixth Bond Issue (\$7,050,000), Series 2020
MEC File No. 12002-112

Districts Team:

Transmitted herewith, for the consideration of TCEQ, are the following:

- Bond Application Report, prepared by Murfee Engineering Company, for the above-referenced bond issue,
- Order Authorizing Filing of Application for Approval of Texas Commission on Environmental Quality of District's Project and Bonds,
- E-Pay verification in the amount of \$500.00 to cover the application fee, and
- Hard copies of the construction documents and other associated back-up documentation.
- Expedited review justification form.

We appreciate your review of our application. Please call if you have any questions or need any additional information.

Sincerely,

Stephen Jones, P.E.

cc:

James Walker – TCEQ
Michael Slack – Taylor Morrison
Bill Flickinger – Willatt & Flickinger, PLLC
Garry Kimball – Specialized Public Finance Inc.
Clayton Chandler – McCall, Parkhurst & Horton, LLP

james.walker@tceq.texas.gov
MSlack@taylormorrison.com
bflickinger@wfaustin.com
garry@spfmuni.com
cchandler@mphlegal.com

TCEQ ePay Voucher Receipt

Transaction Information	
Voucher Number:	465453
Trace Number:	582EA000389193
Date:	05/08/2020 09:19 AM
Payment Method:	CC - Authorization 0000223345
Amount:	\$500.00
Fee Type:	DISTRICT BOND ISSUE FILING FEE
ePay Actor:	Pamela Brewer
Payment Contact Information	
Name:	Pamela Brewer
Company:	Murfee Engineering
Address:	1101 S Capital Of Tx Hwy Bldg, Austin, TX 78746
Phone:	512-327-9204
Site Information	
Customer Information	
Customer Name:	REUNION RANCH WCID CN603086588
Customer Address:	NO STREET, DRIPPING SPRINGS, TX 78620
Billing Information	
Billing Name:	MURFEE ENGINEERING
Bill Address:	1101 S CAPITAL OF TX HWY BLDG, AUSTIN, TX 78746
Other Information	
Program Area ID:	DIST

CITY OF DRIPPING SPRINGS
RESOLUTION No. 2020-_____

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS ("CITY"), CONSENTING TO BOND FOR REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT OF HAYS COUNTY ("DISTRICT"), PROVIDING FOR PROVISIONS; EFFECTIVE DATE; AND PROPER NOTICE & MEETING

WHEREAS, approximately 524 acres situated wholly in Hays County, Texas, and within the extraterritorial jurisdiction of the City comprising the District was created on the 15th day of August 2005, by order of the Texas Commission on Environmental Quality ("TCEQ"); and

WHEREAS, in February 2012, the City and the District entered into an agreement, allowing the District to be created in the extraterritorial jurisdiction ("ETJ") of the City and concerning the operation of the District titled "Agreement Concerning the Creation and Operation of Reunion Ranch Water Control and Improvement District of Hays County" ("Agreement"); and

WHEREAS, Article V of the Agreement between the City and the District requires the District to provide notice and request review, comments, and recommendations before issuing a Bond Series; and

WHEREAS, the District has applied for the issuance of Unlimited Tax Bond Issue Series 2020 for \$7,050,000 for closing on December 17, 2020 past the original deadline; and

WHEREAS, the District applied for consent for their bond issuance and has received consent from TCEQ for the bond issuance; and

WHEREAS, the District has provided all documentation to the City and is requesting consent for their bond issuance including its application to TCEQ and financial documents; and

WHEREAS, the City of Dripping Springs City Council ("City Council") seeks to consent to the Bond Series for \$ 7,050,000 for the District with no recommendations; and

WHEREAS, this Resolution conforms with the authority given to a municipality under Section 42.042 of the Texas Local Government Code, as amended, and Section 54.016, Texas Water Code, as amended and exercised in the Agreement; 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 to approve this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Dripping Springs City Council:

1. The City Council hereby approves and consents to the District's released Bond Series included and attached herein (Attachment " A").
2. The City Council hereby authorizes the Mayor or the Mayor's designee to execute any documentation on the City's behalf necessary to effectuate the intent and purpose of this Resolution.
3. This Resolution shall take effect immediately upon passage.
4. The City Secretary is instructed to file a copy of this Resolution among the Official Public Records of Hays County.

APPROVED this, the _____ day of December 2020, by a vote of _____ (*ayes*), _____ (*nays*), and _____ (*abstentions*) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Mayor, Bill Foulds, Jr.

ATTEST:

Andrea Cunningham, City Secretary

OFFICIAL STATEMENT DATED NOVEMBER 17, 2020

In the opinion of McCall, Parkhurst & Horton L.L.P., Bond Counsel, interest on the Bonds is excludable from gross income for federal income tax purposes under existing statutes, regulations, published rulings and court decisions existing on the date of such opinion, subject to the matters described under "TAX MATTERS" herein.

Ratings:
S&P: "AA" (Stable Outlook)/Insured
Moody's: "A2" (Stable Outlook)/Insured
Moody's: "Baa3"/Underlying
Insurance: AGM
See "MUNICIPAL BOND RATING
AND INSURANCE" herein

NEW ISSUE – BOOK-ENTRY-ONLY

THE DISTRICT HAS DESIGNATED THE BONDS AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" FOR FINANCIAL INSTITUTIONS. SEE "TAX MATTERS."

\$7,050,000

REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
(A Political Subdivision of the State of Texas Located in Hays County, Texas)
UNLIMITED TAX BONDS, SERIES 2020

Dated: December 17, 2020

Due: August 15, as shown on the inside cover page

Interest to accrue from the date of Initial Delivery (as defined below)

The bonds described above (the "Bonds") are obligations solely of Reunion Ranch Water Control and Improvement District (the "District") and are not obligations of the State of Texas ("State"), Hays County (the "County"), the City of Dripping Springs (the "City"), Dripping Springs Independent School District or any entity other than the District.

The Bonds, when issued, will constitute valid and legally binding obligations of the District and will be payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied against all taxable property within the District. THE BONDS ARE SUBJECT TO SPECIAL RISK FACTORS DESCRIBED HEREIN. See "RISK FACTORS."

PAYMENT TERMS . . . Principal of the Bonds is payable at maturity or earlier redemption at the principal payment office of the paying agent/registrar, initially BOKF, NA, Dallas, Texas, (the "Paying Agent" or the "Paying Agent/Registrar") upon surrender of the Bonds for payment. Interest on the Bonds will accrue from the date of Initial Delivery and will be payable each February 15 and August 15, commencing August 15, 2021, until maturity or prior redemption. Interest on the Bonds will be payable on the basis of a 360-day year consisting of twelve 30-day months. The Bonds will be issued only in fully registered form in denominations of \$5,000 each or integral multiples thereof. The Bonds are subject to redemption prior to their maturity as provided on the inside cover page.

The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Beneficial owners of the Bonds will not receive physical certificates representing the Bonds but will receive a credit balance on the books of the nominees of such beneficial owners. So long as Cede & Co. is the registered owner of the Bonds, the principal of and interest on the Bonds will be paid by the Paying Agent/Registrar directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the beneficial owners of the Bonds. See "THE BONDS – Book-Entry-Only System."

PURPOSE . . . Proceeds of the Bonds will be used to finance the District's share of the following projects: (i) water, wastewater and drainage facilities to serve single-family and common area development in Reunion Ranch Phase 2, Section 4 and Phase 3, Sections 2, 3 and 5; (ii) wastewater treatment plant expansion; (iii) impact fees; and (iv) engineering and inspection costs. The remaining Bond proceeds will be used to: (i) pay developer interest; and (ii) pay certain engineering costs and costs associated with the issuance of the Bonds.



The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Bonds by Assured Guaranty Municipal Corp.

CUSIP PREFIX: 76131M
MATURITY SCHEDULE
SEE INSIDE COVER PAGE

LEGALITY . . . The Bonds are offered by the Initial Purchaser subject to prior sale, when, as and if issued by the District and accepted by the Initial Purchaser, subject, among other things, to the approval of the Initial Bond by the Attorney General of Texas and the approval of certain legal matters by McCall, Parkhurst & Horton L.L.P., Austin, Texas, Bond Counsel.

DELIVERY . . . Delivery of the Bonds is expected through the facilities of DTC on December 17, 2020 ("Initial Delivery").

MATURITY SCHEDULE

<u>8/15 Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Initial Yield^(a)</u>	<u>CUSIP Numbers^(b)</u>
2023	\$ 100,000	2.000%	0.650%	76131MEZ2
2024	100,000	2.000%	0.750%	76131MFA6
2025	100,000	2.000%	0.900%	76131MFB4
2026	105,000	2.000%	1.100% ^(c)	76131MFC2
2027	110,000	2.000%	1.200% ^(c)	76131MFD0
2028	115,000	2.000%	1.350% ^(c)	76131MFE8
2029	120,000	2.000%	1.450% ^(c)	76131MFF5
***	***	***	***	***
2032	200,000	2.250%	1.850% ^(c)	76131MFJ7
2033	200,000	2.250%	1.900% ^(c)	76131MFK4
2034	200,000	2.250%	2.000% ^(c)	76131MFL2
2035	200,000	2.375%	2.050% ^(c)	76131MFM0
2036	200,000	2.375%	2.100% ^(c)	76131MFN8
2037	200,000	2.375%	2.150% ^(c)	76131MFP3

\$360,000 2.250% Term Bonds due August 15, 2031 Priced to Yield 1.700%^{(a)(c)} – 76131MFH1^(b)

\$400,000 2.375% Term Bonds due August 15, 2039 Priced to Yield 2.375%^(a) – 76131MFR9^(b)

\$4,340,000 2.375% Term Bonds due August 15, 2045 Priced to Yield 2.500%^(a) – 76131MFX6^(b)

(Interest to accrue from the date of Initial Delivery)

- (a) Initial yield represents the initial offering yield to the public, which has been established by the Initial Purchaser for offers to the public and which subsequently may be changed.
- (b) CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. None of the Initial Purchaser, the District, or the Financial Advisor is responsible for the selection or correctness of the CUSIP numbers set forth herein. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part as a result of the procurement of secondary market portfolio insurance or other similar enhancements by investors that is applicable to all or a portion of certain maturities of the Bonds.
- (c) Yield calculated based on the assumption that the Bonds denoted and sold at a premium will be redeemed on August 15, 2025, the first optional call date for such Bonds, at a redemption price of par, plus accrued interest to the redemption date.

REDEMPTION PROVISIONS . . . The District reserves the right to redeem, prior to maturity, in integral multiples of \$5,000, those Bonds maturing on and after August 15, 2026 in whole or from time to time in part, on August 15, 2025, or on any date thereafter at a price of par plus accrued interest from the most recent interest payment date to the date fixed for redemption. See “THE BONDS – Redemption.” Additionally, Term Bonds maturing on August 15 in the years 2031, 2039 and 2045 are subject to mandatory sinking fund redemption. See “THE BONDS – Mandatory Sinking Fund Redemption.”

[The remainder of this page intentionally left blank]

The Official Statement, when further supplemented by adding information specifying the interest rates and certain other information relating to the Bonds, shall constitute a “FINAL OFFICIAL STATEMENT” of the District with respect to the Bonds, as that term is defined in the Rule.

This Official Statement, which includes the cover page and the Appendices hereto, does not constitute an offer to sell or the solicitation of an offer to buy in any jurisdiction to any person to whom it is unlawful to make such offer, solicitation or sale. No dealer, broker, salesman or other person has been authorized by the District to give any information, or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon. This Official Statement does not constitute an offer to sell Bonds in any jurisdiction to any person to whom it is unlawful to make such an offer in such jurisdiction.

Any reference to website addresses herein are for information purposes only and may be in the form of a hyperlink solely for the readers’ convenience. Unless specified otherwise, such website and the information on links contained therein are not incorporated into, and are not part of, this Official Statement.

The information set forth herein has been obtained from the District and other sources believed to be reliable, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the Financial Advisor. This Official Statement contains, in part, estimates and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates and opinions, or that they will be realized.

The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District or other matters described.

THE BONDS ARE EXEMPT FROM REGISTRATION WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION AND, CONSEQUENTLY, HAVE NOT BEEN REGISTERED THEREWITH. THE REGISTRATION, QUALIFICATION, OR EXEMPTION OF THE BONDS IN ACCORDANCE WITH APPLICABLE SECURITIES LAW PROVISIONS OF THE JURISDICTION IN WHICH THE BONDS HAVE BEEN REGISTERED, OR EXEMPTED, SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF.

NEITHER THE DISTRICT NOR THE FINANCIAL ADVISOR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT REGARDING THE DEPOSITORY TRUST COMPANY OR ITS BOOK-ENTRY-ONLY SYSTEM.

TABLE OF CONTENTS

SALE AND DISTRIBUTION OF THE BONDS.....	4	TABLE 7 – CURRENT INVESTMENTS.....	31
MUNICIPAL BOND RATING AND INSURANCE....	4	TAX DATA.....	32
OFFICIAL STATEMENT SUMMARY	5	TABLE 8 – TAX COLLECTIONS.....	32
SELECTED FINANCIAL INFORMATION	8	TABLE 9 – DISTRICT TAX RATES.....	32
INTRODUCTION	9	TABLE 10 – PRINCIPAL TAXPAYERS	32
THE BONDS	9	TAXING PROCEDURES	33
BOND INSURANCE	9	LEGAL MATTERS	37
BOND INSURANCE RISKS	9	TAX MATTERS.....	37
BOOK-ENTRY-ONLY SYSTEM	15	CONTINUING DISCLOSURE OF INFORMATION	39
USE AND DISTRIBUTION OF BOND PROCEEDS .	17	FINANCIAL ADVISOR.....	41
RISK FACTORS	18	OFFICIAL STATEMENT	41
THE DISTRICT.....	23	LOCATION MAP	
THE DEVELOPER.....	25	PHOTOGRAPHS	
THE SYSTEM	26	APPENDICES	
TABLE 1 – RATE AND FEE SCHEDULE	27	EXCERPTS FROM THE ANNUAL FINANCIAL	
TABLE 2 – OPERATING REVENUES AND EXPENSES		REPORT	A
STATEMENT	27	FORM OF BOND COUNSEL’S OPINION	B
DEBT SERVICE REQUIREMENTS	28	SPECIMEN MUNICIPAL BOND INSURANCE	
TABLE 3 – DEBT SERVICE SCHEDULE	28	POLICY	C
FINANCIAL STATEMENT	29		
TABLE 4 – ASSESSED VALUE	29		
TABLE 5 – UNLIMITED TAX BONDS AUTHORIZED BUT			
UNISSUED	29		
TABLE 6 – CASH AND INVESTMENT BALANCES.....	29		

The cover and inside cover page hereof, this page, the appendices included herein and any addenda, supplement or amendment hereto, are part of the Official Statement.

SALE AND DISTRIBUTION OF THE BONDS

AWARD OF THE BONDS . . . After requesting competitive bids for the Bonds, the District accepted the bid resulting in the lowest net effective interest rate, which bid was tendered by Raymond James & Associates, Inc. (the “Initial Purchaser”) bearing the interest rates shown on the inside cover page hereof, at a price of approximately 97.120% of the par value thereof which resulted in a net effective interest rate of 2.506324% as calculated pursuant to Chapter 1204 of the Texas Government Code, as amended (the “IBA” method).

PRICES AND MARKETABILITY . . . The delivery of the Bonds is conditioned upon the receipt by the District of a certificate executed and delivered by the Initial Purchaser on or before the date of delivery of the Bonds stating the prices at which a substantial amount of the Bonds of each maturity has been sold to the public. For this purpose, the term “public” shall not include any person who is a bond house, broker or similar person acting in the capacity of underwriter or wholesaler. Otherwise, the District has no understanding with the Initial Purchaser regarding the reoffering yields or prices of the Bonds. Information concerning reoffering yields or prices is the responsibility of the Initial Purchaser.

The prices and other terms with respect to the offering and sale of the Bonds may be changed from time-to-time by the Initial Purchaser after the Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell the Bonds into investment accounts. In connection with the offering of the Bonds, the Initial Purchaser may over-allot or effect transactions which stabilize or maintain the market prices of the Bonds at levels above those which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The District has no control over trading of the Bonds in the secondary market. Moreover, there is no guarantee that a secondary market will be made in the Bonds. In such a secondary market, the difference between the bid and asked price of utility district bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional municipal entities, as bonds of such entities are more generally bought, sold or traded in the secondary market. Additionally, there are no assurances that if a secondary market for the Bonds were to develop, that it will not be disrupted by events including, but not limited to, the current pandemic associated with the COVID-19 virus. Consequently, investors may not be able to resell the Bonds purchased should they need or wish to do so for emergency or other purposes.

Subject to prevailing market conditions, the Initial Purchaser intends, but is not obligated, to make a market in the Bonds. There is presently no secondary market for the Bonds and no assurance that a secondary market for the Bonds will develop or, if developed, will not be disrupted by events including, but not limited to, the current pandemic associated with the COVID-19 virus. See “RISK FACTORS – Infectious Disease Outbreak (COVID-19).” Consequently, investors may not be able to resell the Bonds purchased should they need or wish to do so for emergency or other purposes. See “RISK FACTORS – No Certainty of a Secondary Market.”

SECURITIES LAWS . . . No registration statement relating to the offer and sale of the Bonds has been filed with the United States Securities and Exchange Commission under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein and the Bonds have not been registered or qualified under the securities laws of any other jurisdiction. The District assumes no responsibility for registration or qualification of the Bonds under the securities laws of any other jurisdiction in which the Bonds may be offered, sold or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions in such other jurisdiction.

MUNICIPAL BOND RATING AND INSURANCE

The Bonds have been rated “AA” by S&P Global Ratings (“S&P”) and “A2” by Moody’s Investors Service (“Moody’s”) by virtue of a municipal bond insurance policy to be issued by Assured Guaranty Municipal Corp. (“AGM”) at the time of delivery of the Bonds. The Bonds have an underlying rating of “Baa3” by Moody’s without regard to credit enhancement.

[The remainder of this page intentionally left blank]

OFFICIAL STATEMENT SUMMARY

The following material is qualified in its entirety by the more detailed information and financial statements appearing elsewhere in this Official Statement including the Appendices attached hereto. The offering of the Bonds to potential investors is made only by means of this entire Official Statement. No person is authorized to detach this summary from this Official Statement or to otherwise use it without the entire Official Statement (including the Appendices attached hereto).

THE DISTRICT

THE DISTRICT..... Reunion Ranch Water Control and Improvement District (the “District”), a political subdivision of the State of Texas, was created by order of the Texas Commission on Environmental Quality (the “TCEQ” or the “Commission”), effective August 15, 2005 and confirmed pursuant to an election held within the District on November 7, 2006. The District was created for the purpose of providing, operating, and maintaining facilities to control storm water, distribute potable water, collect and treat wastewater and operates pursuant to Chapters 49 and 51 of the Texas Water Code, as amended, and Article XVI, Section 59 of the Texas Constitution, as amended. See “THE DISTRICT – General.”

LOCATION..... The District is located in Hays County approximately 14 miles west of IH-35 and lies wholly inside of the extraterritorial jurisdiction of the City of Dripping Springs, Texas and within the Boundaries of the Dripping Springs Independent School District. The District is located approximately six miles south of State Highway 290, off Ranch-to-Market Road 1826.

The District is currently comprised of approximately 524 acres being developed as Reunion Ranch, a single-family residential community. See “THE DISTRICT – Location” and “LOCATION MAP.”

THE DEVELOPER The developer currently active within the District is Taylor Morrison of Texas, Inc. (“Taylor Morrison” or the “Developer”), a Texas corporation. See “THE DEVELOPER – Description of Developer” and “THE DISTRICT – Current Status of Development.” See “DESCRIPTION OF OTHER LANDOWNERS.”

DEVELOPMENT WITHIN THE DISTRICT Of the approximately 524 acres within the District, approximately 225 acres have been developed with utility facilities as a single family residential subdivision including an approximately 2 acre amenity center. As of September 1, 2020, the following sections have been developed with utility facilities: Phase 1; Phase 2, Sections 1, 2, 3, 4 and 5; Phase 3, Sections 1, 2, 3 and 5. As of September 1, 2020, the development in the District consisted of 443 completed homes (of which 425 were occupied and 18 were unoccupied), 42 homes under construction and 39 vacant developed lots.

To date, the Developer has advanced funds in the approximate amount of \$17,617,000 to construct water, wastewater and drainage facilities to serve the property within the District. Following the issuance of the Bonds, the District will have no additional approved bond issuance authority and does not expect to issue additional bonds to reimburse for additional water, wastewater and drainage facilities which have been constructed to date. See “THE DISTRICT – Current Status of Development.”

HOMEBUILDERS..... Taylor Morrison of Texas, Inc. is the primary homebuilder in the District, although other custom builders including G3 Builders and Nalle Builders are constructing custom homes on 23 larger lots with prices up to \$1.3 million. The Taylor Morrison of Texas, Inc. homes range in price from approximately \$400,000 to \$600,000, with square footage ranging from approximately 2,500 to 4,500. See “THE DEVELOPER – Homebuilders within the District.”

COVID-19 PANDEMIC The potential impact of the COVID-19 pandemic on the District cannot be quantified at this time but the continued outbreak of COVID-19 could have an adverse effect on the District’s operations and financial condition. The financial and operating data contained herein is the latest available but is as of dates and for the periods prior to the economic impact of the pandemic and the measures instituted to control the pandemic. Accordingly, the data is not indicative of the economic impact of the pandemic on the District’s financial condition. See “RISK FACTORS – Infectious Disease Outbreak (COVID-19).”

THE BONDS

DESCRIPTION	The Bonds in the aggregate principal amount of \$7,050,000 mature as serial Bonds in varying amounts on August 15 of each year from 2023 through 2029 and 2032 through and including 2037 and as Term Bonds maturing on August 15 in the years 2031, 2039 and 2045, in the principal amounts set forth on the inside cover page hereof. Interest accrues from the date of Initial Delivery and is payable August 15, 2021 and each February 15 and August 15 thereafter until maturity or earlier redemption. The Bonds are offered in fully registered form in integral multiples of \$5,000 for any one maturity. See “THE BONDS – General Description.”
REDEMPTION	The District reserves the right to redeem, prior to maturity, in integral multiples of \$5,000, those Bonds maturing on and after August 15, 2026 in whole or from time to time in part, on August 15, 2025, or on any date thereafter at a price of par plus accrued interest from the most recent interest payment date to the date fixed for redemption. See “THE BONDS – Redemption.” Additionally, Term Bonds maturing on August 15 in the years 2031, 2039 and 2045 are subject to mandatory sinking fund redemption. See “THE BONDS – Mandatory Sinking Fund Redemption.”
SOURCE OF PAYMENT	Principal of and interest on the Bonds are payable from the proceeds of a continuing direct annual ad valorem tax levied upon all taxable property within the District, which under Texas law is not legally limited as to rate or amount. See “TAXING PROCEDURES.” The Bonds are obligations solely of the District and are not obligations of the City of Dripping Springs; Dripping Springs Independent School District; Hays County, Texas; the State of Texas; or any entity other than the District. See “THE BONDS – Source of and Security for Payment.”
PAYMENT RECORD	The Bonds constitute the sixth installment of bonds issued by the District for construction of the water, sanitary sewer and drainage system (the “System”). See “FINANCIAL STATEMENT – Unlimited Tax Bonds Authorized but Unissued.”
AUTHORITY FOR ISSUANCE	The Bonds are issued pursuant to Article XVI, Section 59 of the Texas Constitution and the general laws of the State of Texas including Chapters 49 and 51 of the Texas Water Code, as amended, a bond election held within the District on November 6, 2012, the approving order of the TCEQ and an order (the “Bond Order”) adopted by the Board of Directors of the District on the date of the sale of the Bonds. See “THE BONDS – Authority for Issuance.”
USE OF PROCEEDS	Proceeds of the Bonds will be used to finance the District’s share of the following projects: (i) water, wastewater and drainage facilities to serve single-family and common area development in Reunion Ranch Phase 2, Section 4 and Phase 3, Sections 2, 3 and 5; (ii) wastewater treatment plant expansion; (iii) impact fees; and (iv) engineering and inspection costs. The remaining Bond proceeds will be used to: (i) pay developer interest; and (ii) pay certain engineering costs and costs associated with the issuance of the Bonds. See “USE AND DISTRIBUTION OF BOND PROCEEDS.”
BONDS AUTHORIZED BUT UNISSUED	At an election held within the District on November 6, 2012, the voters within the District approved the issuance of \$30,000,000 in bonds for water, wastewater and drainage facilities. After the sale of the Bonds, the District will have no remaining authorized but unissued bonds. Additionally, at the election held in the District on November 6, 2012, the voters within the District also approved the issuance of \$45,000,000 in refunding bonds. The District has not issued any refunding bonds. See “FINANCIAL STATEMENT – Outstanding Bonds” and “THE BONDS – Future Debt.”
MUNICIPAL BOND RATING AND INSURANCE	The Bonds have been rated “AA” by S&P Global Ratings (“S&P”) and “A2” by Moody’s Investors Service (“Moody’s”) by virtue of a municipal bond insurance policy to be issued by Assured Guaranty Municipal Corp. (“AGM”) at the time of delivery of the Bonds. The Bonds have an underlying rating of “Baa3” by Moody’s without regard to credit enhancement.

TAX EXEMPTION	In the opinion of Bond Counsel, interest on the Bonds is excludable from gross income for federal tax purposes under existing law, subject to matters described in “TAX MATTERS.”
QUALIFIED TAX-EXEMPT OBLIGATIONS	The District has designated the Bonds as “qualified tax-exempt obligations” pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended, and represents that the total amount of tax-exempt obligations (including the Bonds) issued by it during calendar year 2020 is not reasonably expected to exceed \$10,000,000. See “TAX MATTERS – Qualified Tax-Exempt Obligations for Financial Institutions.”
BOND COUNSEL & DISCLOSURE COUNSEL	McCall, Parkhurst & Horton L.L.P., Austin, Texas
GENERAL COUNSEL	Willatt & Flickinger, PLLC, Austin, Texas
FINANCIAL ADVISOR	Specialized Public Finance Inc., Austin, Texas
ENGINEER	Murfee Engineering Company Inc., Austin, Texas

RISK FACTORS

The purchase and ownership of the Bonds involve certain risk factors and all prospective purchasers are urged to examine carefully the Official Statement, including particularly the section captioned “RISK FACTORS,” with respect to investment in the Bonds.

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SELECTED FINANCIAL INFORMATION
(Unaudited as of September 15, 2020)

2017 Certified Taxable Assessed Valuation	\$	97,645,704	(a)
2018 Certified Taxable Assessed Valuation	\$	134,087,268	(a)
2019 Certified Taxable Assessed Valuation	\$	169,812,068	(a)
2020 Certified Taxable Assessed Valuation	\$	223,014,820	(a)
Estimated Taxable Assessed Valuation (as of September 1, 2020).....	\$	246,503,200	(b)
Gross Direct Debt Outstanding	\$	28,995,000	(c)
Estimated Overlapping Debt.....		<u>11,346,324</u>	(d)
Gross Direct Debt Outstanding and Estimated Overlapping Debt	\$	40,341,324	
Ratios of Gross Direct Debt Outstanding to:			
2020 Certified Taxable Assessed Valuation		13.00%	
Estimated Taxable Assessed Value (as of September 1, 2020).....		11.76%	
Ratios of Gross Direct Debt Outstanding and Estimated Overlapping Debt to:			
2020 Certified Taxable Assessed Valuation		18.09%	
Estimated Taxable Assessed Value (as of September 1, 2020).....		16.37%	
2020 Tax Rate:			
Debt Service.....	\$	0.7250	
Maintenance & Operation.....		<u>0.1500</u>	
Total.....	\$	0.8750	(e)
General Operating Fund Balance as of September 15, 2020 (unaudited)	\$	901,896	
Debt Service Fund Balance as of September 15, 2020 (unaudited)	\$	997,998	(f)
Capital Projects Fund Balance as of September 15, 2020 (unaudited).....	\$	452,825	
Average Annual Debt Service Requirement on the Bonds and outstanding debt (2021-2045).....	\$	1,689,452	(c)
Maximum Annual Debt Service Requirement on the Bonds and outstanding debt (2041).....	\$	1,802,888	(c)
Tax Rates Required to Pay Average Annual Debt Service (2021-2045) at a 95% Collection Rate			
Based upon 2020 Certified Taxable Assessed Valuation.....	\$	0.7975	
Tax Rates Required to Pay Maximum Annual Debt Service (2041) at a 95% Collection Rate			
Based upon 2020 Certified Taxable Assessed Valuation.....	\$	0.8510	
Number of Active Connections as of September 1, 2020:			
Total Developed Single-Family Lots.....		524	
Single Family Homes – Completed & Occupied		425	
Single Family Homes – Completed & Unoccupied		18	
Single Family Homes – Under Construction		42	
Single Family – Vacant Developed Lots		39	
Estimated Population as of September 1, 2020		1,488	(g)

(a) Certified Taxable Assessed Valuation of the District as certified by the Hays Central Appraisal District (“HCAD”). See “TAXING PROCEDURES.”

(b) Estimated Taxable Assessed Valuation as of September 1, 2020 as provided by HCAD is included solely for purposes of illustration.

(c) Includes the Bonds. See “DEBT SERVICE REQUIREMENTS.”

(d) See “FINANCIAL STATEMENT – Estimated Overlapping Debt.”

(e) The District levied a 2020 total tax rate of \$0.8750. See “Table 9 – District Tax Rates.”

(f) Neither Texas law nor the Bond Order requires that the District maintain any particular sum in the District’s Debt Service Fund.

(g) Based upon 3.5 residents per completed and occupied single family home.

OFFICIAL STATEMENT
Relating to

\$7,050,000

REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
(A Political Subdivision of the State of Texas Located in Hays County, Texas)
UNLIMITED TAX BONDS, SERIES 2020

INTRODUCTION

This Official Statement provides certain information in connection with the issuance by the Reunion Ranch Water Control and Improvement District (the “District”), a political subdivision of the State of Texas (the “State”), of its \$7,050,000 Unlimited Tax Bonds, Series 2020 (the “Bonds”).

The Bonds are issued pursuant to an order (the “Bond Order”) adopted by the Board of Directors of the District on the date of the sale of the Bonds, pursuant to Article XVI, Section 59 of the Constitution and general laws of the State, including Chapters 49 and 51 of the Texas Water Code, as amended, a bond election held within the District on November 6, 2012, and the approving order of the Texas Commission on Environmental Quality (the “TCEQ” or the “Commission”).

Unless otherwise indicated, capitalized terms used in this Official Statement have the same meaning assigned to such terms in the Bond Order.

Included in this Official Statement are descriptions of the Bonds and certain information about the District and its finances. ALL DESCRIPTIONS OF DOCUMENTS CONTAINED HEREIN ARE SUMMARIES ONLY AND ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO EACH SUCH DOCUMENT. Copies of such documents may be obtained from the District c/o Willatt & Flickinger, PLLC, 12912 Hill Country Boulevard, Suite F-232 Austin, Texas 78738 or from the District’s Financial Advisor, Specialized Public Finance Inc., 248 Addie Roy Road, Suite B-103, Austin, Texas, 78746, upon payment of reasonable copying, mailing and handling charges.

THE BONDS

GENERAL DESCRIPTION . . . The Bonds are dated December 17, 2020 and will mature on August 15 of the years and in the principal amounts, and will bear interest at the rates per annum, set forth on the inside cover page hereof. Interest on the Bonds will accrue from the date of Initial Delivery, will be paid on August 15, 2021 and each February 15 and August 15 thereafter until maturity or earlier redemption and will be calculated on the basis of a 360-day year composed of twelve 30-day months. The Bonds will be issued in fully registered form only, without coupons, in denominations of \$5,000 or any integral multiple thereof, and when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company (“DTC”), New York, New York, acting as securities depository for the Bonds until DTC resigns or is discharged. The Bonds initially will be available to purchasers in book-entry form only. So long as Cede & Co., as the nominee of DTC, is the registered owner of the Bonds, principal of and interest on the Bonds will be payable by the paying agent to DTC, which will be solely responsible for making such payment to the beneficial owners of the Bonds. The initial paying agent for the Bonds is BOKF, NA, Dallas, Texas (the “Paying Agent” or “Paying Agent/Registrar”).

REDEMPTION . . . The District reserves the right, at its option, to redeem the Bonds maturing on and after August 15, 2026, prior to their scheduled maturities, in whole or in part, in integral multiples of \$5,000 on August 15, 2025, or any date thereafter, at a price of par value plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all of the Bonds are redeemed at any time, the maturities of the Bonds to be redeemed will be selected by the District. If less than all the Bonds of a certain maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Paying Agent/Registrar by lot or other random method (or by DTC in accordance with its procedures while the Bonds are in book-entry-only form).

MANDATORY SINKING FUND REDEMPTION . . . The Bonds maturing on August 15 in the years 2031, 2039 and 2045 (the “Term Bonds”) are subject to mandatory sinking fund redemption prior to their stated maturity in the following amounts, on the following dates and at a price of par to the date of redemption:

Term Bonds Due August 15, 2031		Term Bonds Due August 15, 2039	
Redemption Date	Principal Amount	Redemption Date	Principal Amount
August 15, 2030	\$ 175,000	August 15, 2038	\$ 200,000
August 15, 2031*	185,000	August 15, 2039*	200,000

*Stated Maturity.

Term Bonds Due August 15, 2045	
Redemption Date	Principal Amount
August 15, 2040	\$ 200,000
August 15, 2041	450,000
August 15, 2042	700,000
August 15, 2043	965,000
August 15, 2044	995,000
August 15, 2045*	1,030,000

*Stated Maturity.

The principal amount of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the District, at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent for cancellation, (2) shall have been purchased and cancelled by the Paying Agent at the request of the District with monies in the Debt Service Fund at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.

Notice of Redemption . . . At least 30 calendar days prior to the date fixed for any optional redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent by United States mail, first-class postage prepaid, at least 30 calendar days prior to the date fixed for redemption, to the registered owner of each Bond to be redeemed at its address as it appeared on the 45th calendar day prior to such redemption date and to major securities depositories and bond information services.

The Bonds of a denomination larger than \$5,000 may be redeemed in part (\$5,000 or any multiple thereof). Any Bond to be partially redeemed must be surrendered in exchange for one or more new Bonds of the same maturity for the unredeemed portion of the principal of the Bonds so surrendered. In the event of redemption of less than all of the Bonds, the particular Bonds to be redeemed shall be selected by the District, if less than all of the Bonds of a particular maturity are to be redeemed, the Paying Agent is required to select the Bonds of such maturity to be redeemed by lot.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Order have been met and money sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed will have been received by the Paying Agent prior to the giving of such notice of redemption, such notice will state that said redemption may, at the option of the District, be conditional upon the satisfaction of such prerequisites and receipt of such money by the Paying Agent on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not fulfilled, such notice will be of no force and effect, the District will not redeem such Bonds, and the Paying Agent will give notice in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

SELECTION OF BONDS FOR REDEMPTION . . . If less than all of the Bonds are called for redemption, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the District, and if less than all of a maturity, or sinking fund installment in the case of Term Bonds, is to be redeemed, the Paying Agent/Registrar shall determine by lot or other customary random method the Bonds, or portions thereof within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of \$5,000 principal amount); provided, that during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity, or sinking fund installment in the case of Term Bonds, and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity, such interest rate and such sinking fund installment in the case of the Term Bonds shall be selected in accordance with the arrangements between the District and the securities depository.

DTC REDEMPTION PROVISION . . . The Paying Agent/Registrar and the District, so long as a book-entry-only system ("Book-Entry-Only-System") is used for the Bonds, will send any notice of redemption, notice of proposed amendment to the Bond Order or other notices with respect to the Bonds only to DTC. Any failure by DTC to advise any DTC Participant, as herein defined, or of any Direct Participant or Indirect Participant, as herein defined, to notify the beneficial owner, shall not affect the validity of the redemption of Bonds called for redemption or any other action premised on any such notice. Redemption of portions of the Bonds by the District will reduce the outstanding principal amount of such Bonds held by DTC. In such event, DTC may implement, through its Book-Entry-Only System, a redemption of such Bonds held for the account of DTC Participants in accordance with its rules or other agreements with DTC Participants and then Direct Participants and Indirect Participants may implement a redemption of such Bonds and such redemption will not be conducted by the District or the Paying Agent/Registrar. Neither the District nor the Paying Agent/Registrar will have any responsibility to the DTC Participants.

Indirect Participants or the persons for whom DTC Participants act as nominees with respect to the payments on the Bonds or the providing of notice to Direct Participants, Indirect Participants, or beneficial owners of the selection of portions of the Bonds for redemption.

TERMINATION OF BOOK-ENTRY-ONLY SYSTEM . . . The District is initially utilizing the Book-Entry-Only System of DTC. See “BOOK-ENTRY-ONLY SYSTEM.” In the event that the Book-Entry-Only System is discontinued by DTC or the District, the following provisions will be applicable to the Bonds.

Payment . . . Principal of the Bonds will be payable at maturity to the registered owners as shown by the registration books maintained by the Paying Agent upon presentation and surrender of the Bonds to the Paying Agent at the designated office for payment of the Paying Agent in Austin, Texas (the “Designated Payment/Transfer Office”). Interest on the Bonds will be payable by check or draft, dated as of the applicable interest payment date, sent by the Paying Agent by United States mail, first-class, postage prepaid, to the registered owners at their respective addresses shown on such records, or by such other method acceptable to the Paying Agent requested by registered owner at the risk and expense of the registered owner. If the date for the payment of the principal or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

Registration . . . If the Book-Entry-Only System is discontinued, the Bonds may be transferred and re-registered on the registration books of the Paying Agent only upon presentation and surrender thereof to the Paying Agent at the Designated Payment/Transfer Office. A Bond also may be exchanged for a Bond or Bonds of like maturity and interest and having a like aggregate principal amount or maturity amount, as the case may, upon presentation and surrender at the Designated Payment/Transfer Office. All Bonds surrendered for transfer or exchange must be endorsed for assignment by the execution by the registered owner or his duly authorized agent of an assignment form on the Bonds or other instruction of transfer acceptable to the Paying Agent. Transfer and exchange of Bonds will be without expense or service charge to the registered owner, except for any tax or other governmental charges required to be paid with respect to such transfer or exchange. A new Bond or Bonds, in lieu of the Bond being transferred or exchanged, will be delivered by the Paying Agent to the registered owner, at the Designated Payment/Transfer Office of the Paying Agent or by United States mail, first-class, postage prepaid. To the extent possible, new Bonds issued in an exchange or transfer of Bonds will be delivered to the registered owner not more than three (3) business days after the receipt of the Bonds to be canceled in the exchange or transfer in the denominations of \$5,000 or any integral multiple thereof.

Limitation on Transfer of Bonds . . . Neither the District nor the Paying Agent shall be required to make any transfer, conversion or exchange to an assignee of the registered owner of the Bonds (i) during the period commencing on the close of business on the fifteenth (15th) calendar day of the month (whether or not a business day) preceding each interest payment date (the “Record Date”) and ending with the opening of business on the next following principal or interest payment date or (ii) with respect to any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the registered owner of the uncalled balance of a Bond.

Replacement Bonds . . . If a Bond is mutilated, the Paying Agent will provide a replacement Bond in exchange for the mutilated bond. If a Bond is destroyed, lost or stolen, the Paying Agent will provide a replacement Bond upon (i) the filing by the registered owner with the Paying Agent of evidence satisfactory to the Paying Agent of the destruction, loss or theft of the Bond and the authenticity of the registered owner’s ownership and (ii) the furnishing to the Paying Agent of indemnification in an amount satisfactory to hold the District and the Paying Agent harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond must be borne by the registered owner. The provisions of the Bond Order relating to the replacement Bonds are exclusive and to the extent lawful, preclude all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

AUTHORITY FOR ISSUANCE . . . At an election held within the District on November 6, 2012, voters within the District authorized a total of \$30,000,000 in unlimited tax bonds for water, wastewater and drainage facilities. The Bonds constitute the sixth installment of bonds issued by the District. After the sale of the Bonds, the District will have no authorized but unissued bonds remaining for water, wastewater and drainage facilities. Additionally, at the election held in the District on November 6, 2012, the voters within the District also approved the issuance of \$45,000,000 in refunding bonds. The District has not issued any refunding bonds. The Bonds are issued pursuant to the terms and provisions of the Bond Order; Chapters 49 and 51 of the Texas Water Code, as amended, and Article XVI, Section 59 of the Texas Constitution. The issuance of the Bonds has been approved by an order of the TCEQ dated October 14, 2020.

SOURCE OF AND SECURITY FOR PAYMENT . . . The Bonds will be payable from and secured by a pledge of the proceeds of a continuing, direct, annual ad valorem tax without legal limitation as to rate or amount levied against all taxable property located within the District. The Board covenants in the Bond Order that, while any of the Bonds are outstanding and the District is in existence, it will levy an annual ad valorem tax and will undertake to collect such a tax against all taxable property within the District at a rate from year to year sufficient, full allowance being made for anticipated delinquencies, together with revenues and receipts from other sources which are legally available for such purposes, to pay interest on the Bonds as it becomes due, to provide a sinking fund for the payment of principal of the Bonds when due or the redemption price at any earlier required redemption date, to pay when due any other contractual obligations of the District payable in whole or in part from taxes, and to pay the expenses of assessing and collecting such tax. The net proceeds from taxes levied to pay debt service on the Bonds are required to be placed in a special account of the District designated its “Debt Service Fund” for the Bonds. The Bond Order provides for the termination of the pledge of taxes when and if Dripping Springs dissolves the District and assumes all debts and liabilities of the District.

The District is located entirely within the extraterritorial jurisdiction of the City. Under prior Texas law, a municipality could annex and dissolve a municipal utility district located within its extraterritorial jurisdiction without consent of the district or its residents. Under House Bill 347 approved during the 86th Regular Legislative Session (“HB 347”), (a) a municipality may annex a district with a population of less than 200 residents only if: (i) the municipality obtains consent to annex the area through a petition signed by more than 50% of the registered voters of the district, and (ii) if the registered voters in the area to be annexed do not own more than 50% of the land in the area, a petition has been signed by more than 50% of the landowners consenting to the annexation; and (b) a municipality may annex a district with a population of 200 residents or more only if: (i) such annexation has been approved by a majority of those voting in an election held for that purpose within the area to be annexed, and (ii) if the registered voters in the area to be annexed do not own more than 50% of the land in the area, a petition has been signed by more than 50% of the landowners consenting to the annexation. Notwithstanding the foregoing, a municipality may annex an area if each owner of land in the area requests the annexation. As of September 1, 2020, the District had an estimated population of 1,488, thus triggering the voter approval and/or landowner consent requirements discussed in clause (b) above. The described election and petition process does not apply, however, during the term of a strategic partnership agreement between a municipality and a district specifying the procedures for annexation of all or a portion of the District.

If a municipal utility district is annexed, the municipality must assume the assets, functions, and obligations of the District, including outstanding bonds, and the pledge of taxes will terminate. No representation is made concerning the likelihood of annexation and dissolution or the ability of the City to make debt service payments on the Bonds should dissolution occur.

The Bonds are obligations solely of the District and are not obligations of the City of Dripping Springs; Dripping Springs Independent School District; Hays County, Texas; the State of Texas; or any political subdivision or entity other than the District.

PAYMENT RECORD . . . The Bonds constitute the sixth installment of bonds issued by the District. The District has previously issued \$3,500,000 Unlimited Tax Bonds, Series 2015, \$3,700,000 Unlimited Tax Bonds, Series 2016, \$5,750,000 Unlimited Tax Bonds, Series 2017, \$5,000,000 Unlimited Tax Bonds, Series 2018, and \$5,000,000 Unlimited Tax Bonds, Series 2019 (the “Outstanding Bonds”). The District has not defaulted on the payment of principal or interest on the Outstanding Bonds

FLOW OF FUNDS . . . The Bond Order creates the establishment and maintenance by the District of a Debt Service Fund and a Capital Projects Fund.

Each fund shall be kept separate and apart from all other funds of the District. The Debt Service Fund shall constitute a trust fund which shall be held in trust for the benefit of the registered owner of the Bonds.

Any cash balance in any fund must be continuously secured by a valid pledge to the District of securities eligible under the laws of Texas to secure the funds of water control and improvement districts having an aggregate market value, exclusive of accrued interest, at all times equal to the cash balance in the fund to which such securities are pledged.

Debt Service Fund . . . The Bond Order establishes the Debt Service Fund to be used to pay principal and interest on and Paying Agent fees in respect to the Bonds. The Bond Order requires that the District deposit to the credit of the Debt Service Fund (i) from the delivery of the Bonds to the Initial Purchaser, the amount received from proceeds of the Bonds representing accrued interest, if any, and capitalized interest on the Bonds, (ii) District ad valorem taxes (and penalties and interest thereon) levied to pay debt service requirements on (or fees and expenses of the Paying Agent with respect of) the Bonds, and (iii) such other funds as the Board shall, at its option, deem advisable. The Bond Order requires that the Debt Service Fund be applied solely to provide for the payment of the principal or redemption price of and interest on the Bonds when due, and to pay fees to Paying Agent when due.

Capital Projects Fund . . . The Capital Projects Fund is the capital improvements fund of the District. The Bond Order requires the District to deposit to the credit of the Capital Projects Fund the balance of the proceeds of the Bonds remaining after the deposits to the Debt Service Fund provided in the Bond Order. The Capital Projects Fund may be applied solely to (i) pay the costs necessary or appropriate to accomplish the purposes for which the Bonds are issued, (ii) pay the costs of issuing the Bonds and (iii) to the extent the proceeds of the Bonds and investment income attributable thereto are in excess of the amounts required to acquire and construct water, wastewater and drainage facilities as approved by TCEQ, then in the discretion of the District to transfer such unexpended proceeds or income to the Debt Service Fund or as otherwise authorized by the TCEQ.

DEFEASANCE OF OUTSTANDING BONDS . . . General . . . The Bond Order provides for the defeasance of the Bonds and the termination of the pledge of taxes and all other general defeasance covenants in the Bond Order under certain circumstances. Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding within the meaning of the Bond Order (a “Defeased Bond”), except to the extent provided below for the Paying Agent to continue payments, when the payment of all principal and interest payable with respect to such Bond to the due date or dates thereof (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities (defined below) that mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment, or (3) any combination of (1) and (2) above, and when proper

arrangements have been made by the District with the Paying Agent or an eligible trust company or commercial bank for the payment of its services until after all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes levied and pledged, as provided in the Bond Order and such principal and interest shall be payable solely from such money or Defeasance Securities, and shall not be regarded as outstanding under the Bond Order.

Any money so deposited with or made available to the Paying Agent or an eligible trust company or commercial bank also may be invested at the written direction of the District in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent or an eligible trust company or commercial bank that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be remitted to the District or deposited as directed in writing by the District.

Until all Defeased Bonds shall have become due and payable, the Paying Agent shall perform the services of Registrar for such Defeased Bonds the same as if they had not been defeased, and the District shall make proper arrangements to provide and pay for such services as required by the Bond Order.

For purposes of these provisions, "Defeasance Securities" means (i) direct non-callable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) non-callable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Board of Directors adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) non-callable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Board of Directors adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

Any such obligations must be certified by an independent public accounting firm of national reputation to be of such maturities and interest payment dates and bear such interest as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom, be sufficient to provide all debt service payments on the Bonds.

Retention of Rights . . . To the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the District retains the right under Texas law to later call the Defeased Bond for redemption in accordance with the provisions of the order authorizing its issuance, the District may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon satisfaction of the provisions set forth above regarding such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Debt.

Investments . . . Any escrow agreement or other instrument entered into between the District and the Paying Agent or an eligible trust company or commercial bank pursuant to which money and/or Defeasance Securities are held by the Paying Agent or an eligible trust company or commercial bank for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of certain requirements. All income from such Defeasance Securities received by the Paying Agent or an eligible trust company or commercial bank which is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, will be remitted to the District or deposited as directed in writing by the District.

PAYING AGENT/REGISTRAR . . . Principal of and semiannual interest on the Bonds will be paid by BOKF, NA having an office for payment in Dallas, Texas, the Paying Agent. The Paying Agent must be either a bank, trust company, financial institution or other entity duly qualified and equally authorized to serve and perform the duties as paying agent and registrar for the Bonds.

Provision is made in the Bond Order for the District to replace the Paying Agent by a resolution of the District giving notice to the Paying Agent of the termination of the appointment, stating the effective date of the termination and appointing a successor Paying Agent. If the Paying Agent is replaced by the District, the new Paying Agent shall be required to accept the previous Paying Agent's records and act in the same capacity as the previous Paying Agent. Any successor paying agent/registrar selected by the District shall be subject to the same qualification requirements as the Paying Agent. The successor paying agent/registrar, if any, shall be determined by the Board of Directors and written notice thereof, specifying the name and address of such successor paying agent/registrar will be sent by the District or the successor paying agent/registrar to each registered owner by first-class mail, postage prepaid.

RECORD DATE . . . The Record Date for payment of the interest on Bonds on any regularly scheduled interest payment date is defined as the last calendar day of the month (whether or not a business day) preceding such interest payment date.

ISSUANCE OF ADDITIONAL DEBT . . . According to the District's engineer, the lack of any bonds authorized but unissued (after issuance of the Bonds), will not allow the District to reimburse the developer for the remaining water, wastewater and drainage development within the District. In addition, voters may authorize the issuance of additional bonds or other contractual obligations

secured by ad valorem taxes. The District also has the right to issue refunding bonds, as well as revenue bonds and notes without voter approval. Additionally, at the election held in the District on November 6, 2012, the voters within the District also approved the issuance of \$45,000,000 in refunding bonds. See “FINANCIAL STATEMENT – Authorized but Unissued Bonds.” The District has not issued any refunding bonds. Neither Texas law nor the Bond Order impose a limitation on the amount of additional bonds which may be issued by the District. Any additional bonds issued by the District may dilute the security of the Bonds. See “RISK FACTORS.” The District does not employ any formula with respect to assessed valuations, tax collections or otherwise to limit the amount of parity bonds which it may issue. The issuance of additional bonds is subject to approval of the TCEQ pursuant to its rules regarding issuance and feasibility of bonds. In addition, future changes in health or environmental regulations could require the construction and financing of additional improvements without any corresponding increases in taxable value in the District.

LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS . . . Pursuant to Section 49.186 of the Texas Water Code, bonds, notes or other obligations issued by a water control and improvement district “shall be legal and authorized investments for all banks, trust companies, building and loan associations, savings and loan associations, insurance companies of all kinds and types, fiduciaries, and trustees, and for all interest and sinking funds and other public funds of the State, and all agencies, subdivisions, and instrumentalities of the State, including all counties, cities, towns, villages, school districts and all other kinds and types of districts, public agencies and bodies politic.” Additionally, Section 49.186 of the Texas Water Code provides that bonds, notes or other obligations issued by a water control and improvement district are eligible and lawful security for all deposits of public funds of the State and all agencies, subdivisions and instrumentalities of the State. For political subdivisions in Texas which have adopted investment policies and guidelines in accordance with the Public Funds Investment Act (Texas Government Code, Chapter 2256), the Bonds may have to be assigned a rating of not less than “A” or its equivalent as to investment quality by a national rating agency before such obligations are eligible investments for sinking funds and other public funds.

The District makes no representation that the Bonds will be acceptable to banks, savings and loan associations, or public entities for investment purposes or to secure deposits of public funds. The District has made no investigation of other laws, regulations or investment criteria which might apply to or otherwise limit the availability of the Bonds for investment or collateral purposes. Prospective purchasers are urged to carefully evaluate the investment quality of the Bonds and as to the acceptability of the Bonds for investment or collateral purposes.

SPECIFIC TAX COVENANTS . . . In the Bond Order the District has covenanted with respect to, among other matters, the use of the proceeds of the Bonds and the manner in which the proceeds of the Bonds are to be invested. The District may omit to comply with any such covenant if it has received a written opinion of a nationally recognized bond counsel to the effect that regulations or rulings hereafter promulgated modify or expand provisions of the Internal Revenue Code of 1986, as amended (the “Code”), so that such covenant is ineffective or inapplicable or non-compliance with such covenant will not adversely affect the exemption from federal income taxation of interest on the Bonds under Section 103 of the Code.

ADDITIONAL COVENANTS . . . The District has additionally covenanted in the Bond Order that it will keep accurate records and accounts and employ an independent certified public accountant to audit and report on its financial affairs at the close of each fiscal year, such audits to be in accordance with applicable law, rules and regulations and open to inspection in the office of the District.

REMEDIES IN EVENT OF DEFAULT . . . The Bond Order establishes specific events of default with respect to the Bonds. If the District defaults in the payment of the principal of or interest on the Bonds when due, or the District defaults in the observance or performance of any of the covenants, conditions, or obligations of the District, the failure to perform which materially, adversely affects the rights of the owners, including but not limited to, their prospect or ability to be repaid in accordance with the Bond Order, and the continuation thereof for a period of 60 days after notice of such default is given by any owner to the District, the Bond Order and Chapter 51 of the Texas Water Code provides that any registered owner is entitled to seek a writ of mandamus from a court of proper jurisdiction requiring the District to make such payment or observe and perform such covenants, obligations, or conditions. The issuance of a writ of mandamus may be sought if there is no other available remedy at law to compel performance of the Bonds or the Bond Order and the District’s obligations are not uncertain or disputed. The remedy of mandamus is controlled by equitable principles, subject to the discretion of the court, but may not be arbitrarily refused. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. The Bond Order does not provide for the appointment of a trustee to represent the interest of the Bondholders upon any failure of the District to perform in accordance with the terms of the Bond Order, or upon any other condition and accordingly all legal actions to enforce such remedies would have to be undertaken at the initiative of, and be financed by, the registered owners. On June 30, 2006, the Texas Supreme Court ruled in *Tooke v. City of Mexia*, 49 Tex. Sup. CT. J. 819 (Tex. 2006), that a waiver of sovereign immunity in a contractual dispute must be provided for by statute in “clear and unambiguous” language. Because it is unclear whether the Texas legislature has effectively waived the District’s sovereign immunity from a suit for money damages, Bondholders may not be able to bring such a suit against the District for breach of the Bonds or Bond Order covenants. Even if a judgment against the District could be obtained, it could not be enforced by direct levy and execution against the District’s property. Further, the registered owners cannot themselves foreclose on property within the District or sell property within the District to enforce the tax lien on taxable property to pay the principal of and interest on the Bonds. Furthermore, the District is eligible to seek relief from its creditors under Chapter 9 of the U.S. Bankruptcy Code (“Chapter 9”). Although Chapter 9 provides for the recognition of a security interest represented by a specifically pledged source of revenues, the pledge of ad valorem taxes in support of a general obligation of a bankrupt entity is not specifically recognized as a security interest under Chapter 9. Chapter 9 also includes an automatic stay provision that would prohibit, without Bankruptcy Court approval, the prosecution of any other legal action by creditors or Bondholders of an entity which has sought protection under Chapter 9. Therefore, should the District avail

itself of Chapter 9 protection from creditors, the ability to enforce would be subject to the approval of the Bankruptcy Court (which could require that the action be heard in Bankruptcy Court instead of other federal or state court); and the Bankruptcy Code provides for broad discretionary powers of a Bankruptcy Court in administering any proceeding brought before it. The opinion of Bond Counsel will note that all opinions relative to the enforceability of the Bonds are qualified with respect to the customary rights of debtors relative to their creditors.

CONSOLIDATION . . . A district (such as the District) has the legal authority to consolidate with other districts and, in connection therewith, to provide for the consolidation of its water system with the water system(s) of the district(s) with which it is consolidating. The revenues of the consolidated system may be pledged equally to all first lien bonds of the consolidating districts. No representation is made that the District will consolidate its water system with any other district.

ANNEXATION . . . The District lies within the extraterritorial jurisdiction of the City of Dripping Springs, Texas (“Dripping Springs”). Under Texas law, Dripping Springs cannot annex territory within a district unless it annexes the entire district. At such time as it is permissible pursuant to law for the District to be annexed, and Dripping Springs does annex, Dripping Springs will assume the District’s assets and obligations (including the debt service on the Bonds) and dissolve the District. The District is located entirely within the extraterritorial jurisdiction of the City. Under prior Texas law, a municipality could annex and dissolve a municipal utility district located within its extraterritorial jurisdiction without the consent of the district or its residents; however, under HB 347, the City may not annex the District unless: (i) such annexation has been approved by a majority of those voting in an election held for that purpose within the area to be annexed, and (ii) if the registered voters in the area to be annexed do not own more than 50% of the land in the area, a petition has been signed by more than 50% of the landowners consenting to the annexation. See “THE BONDS – Source and Security for Payment.”. Annexation of territory by Dripping Springs is a policy-making matter within the discretion of the Mayor and City Council of Dripping Springs and therefore, the District makes no representation that Dripping Springs will ever annex the District and assume its debt.

ALTERATION OF BOUNDARIES . . . In certain circumstances, under Texas law the District may alter its boundaries to: (i) upon satisfying certain conditions, annex additional territory; and (ii) exclude land subject to taxation within the District that does not need to utilize the service of District facilities if certain conditions are satisfied including the District simultaneously annexes land of at least equal value that may be practicably served by District facilities. Such land substitution is subject to the approval of the TCEQ. No representation is made concerning the likelihood that the District would effect any change in its boundaries.

APPROVAL OF THE BONDS . . . The Attorney General of Texas must approve the legality of the Bonds prior to their delivery. The Attorney General of Texas does not pass upon or guarantee the quality of the Bonds as an investment, nor does he pass upon the adequacy or accuracy of the information contained in this Official Statement.

AMENDMENTS TO THE BOND ORDER . . . The District may, without the consent of or notice to any registered owners, amend the Bond Order in any manner not detrimental to the interest of the registered owners, including the curing of an ambiguity, inconsistency, or formal defect or omission therein. In addition, the District may, with the written consent of the owners of a majority in principal amount of the Bonds then outstanding affected thereby, amend, add to, or rescind any of the provisions of the Bond Order, except that, without the consent of the owners of all of the Bonds affected, no such amendment, addition, or rescission may (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof or the rate of interest therein, change the place or places at, or the coin or currency in which, any Bond or the interest thereon is payable, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission. In addition, a state, consistent with federal law, may within the exercise of its police powers make such modifications in the terms and conditions of contractual covenants relating to the payment of indebtedness of its political subdivisions as are reasonable and necessary for attainment of an important public purpose.

BOND INSURANCE

BOND INSURANCE POLICY . . . Concurrently with the issuance of the Bonds, Assured Guaranty Municipal Corp. (“AGM”) will issue its Municipal Bond Insurance Policy for the Bonds (the “Policy”). The Policy guarantees the scheduled payment of principal of and interest on the Bonds when due as set forth in the form of the Policy included as an appendix to this Official Statement.

The Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

ASSURED GUARANTY MUNICIPAL CORP. . . . AGM is a New York domiciled financial guaranty insurance company and an indirect subsidiary of Assured Guaranty Ltd. (“AGL”), a Bermuda-based holding company whose shares are publicly traded and are listed on the New York Stock Exchange under the symbol “AGO.” AGL, through its operating subsidiaries, provides credit enhancement products to the U.S. and international public finance (including infrastructure) and structured finance markets and, as of October 1, 2019, asset management services. Neither AGL nor any of its shareholders or affiliates, other than AGM, is obligated to pay any debts of AGM or any claims under any insurance policy issued by AGM.

AGM’s financial strength is rated “AA” (stable outlook) by S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC (“S&P”), “AA+” (stable outlook) by Kroll Bond Rating Agency, Inc. (“KBRA”) and “A2” (stable outlook) by

Moody's Investors Service, Inc. ("Moody's"). Each rating of AGM should be evaluated independently. An explanation of the significance of the above ratings may be obtained from the applicable rating agency. The above ratings are not recommendations to buy, sell or hold any security, and such ratings are subject to revision or withdrawal at any time by the rating agencies, including withdrawal initiated at the request of AGM in its sole discretion. In addition, the rating agencies may at any time change AGM's long-term rating outlooks or place such ratings on a watch list for possible downgrade in the near term. Any downward revision or withdrawal of any of the above ratings, the assignment of a negative outlook to such ratings or the placement of such ratings on a negative watch list may have an adverse effect on the market price of any security guaranteed by AGM. AGM only guarantees scheduled principal and scheduled interest payments payable by the issuer of bonds insured by AGM on the date(s) when such amounts were initially scheduled to become due and payable (subject to and in accordance with the terms of the relevant insurance policy), and does not guarantee the market price or liquidity of the securities it insures, nor does it guarantee that the ratings on such securities will not be revised or withdrawn.

CURRENT FINANCIAL STRENGTH RATINGS . . . On October 29, 2020, KBRA announced it had affirmed AGM's insurance financial strength rating of "AA+" (stable outlook). AGM can give no assurance as to any further ratings action that KBRA may take.

On July 16, 2020, S&P announced it had affirmed AGM's financial strength rating of "AA" (stable outlook). AGM can give no assurance as to any further ratings action that S&P may take.

On August 13, 2019, Moody's announced it had affirmed AGM's insurance financial strength rating of "A2" (stable outlook). AGM can give no assurance as to any further ratings action that Moody's may take.

For more information regarding AGM's financial strength ratings and the risks relating thereto, see AGL's Annual Report on Form 10-K for the fiscal year ended December 31, 2019.

CAPITALIZATION OF AGM . . . At September 30, 2020:

- The policyholders' surplus of AGM was approximately \$2,671 million.
- The contingency reserves of AGM and its indirect subsidiary Municipal Assurance Corp. ("MAC") (as described below) were approximately \$1,042 million. Such amount includes 100% of AGM's contingency reserve and 60.7% of MAC's contingency reserve.
- The net unearned premium reserves and net deferred ceding commission income of AGM and its subsidiaries (as described below) were approximately \$2,111 million. Such amount includes (i) 100% of the net unearned premium reserve and deferred ceding commission income of AGM, (ii) the net unearned premium reserves and net deferred ceding commissions of AGM's wholly owned subsidiaries Assured Guaranty (Europe) plc ("AGE UK") and Assured Guaranty (Europe) SA ("AGE SA"), and (iii) 60.7% of the net unearned premium reserve of MAC.

The policyholders' surplus of AGM and the contingency reserves, net unearned premium reserves and deferred ceding commission income of AGM and MAC were determined in accordance with statutory accounting principles. The net unearned premium reserves and net deferred ceding commissions of AGE UK and AGE SA were determined in accordance with accounting principles generally accepted in the United States of America.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE . . . Portions of the following document filed by AGL with the Securities and Exchange Commission (the "SEC") that relate to AGM are incorporated by reference into this Official Statement and shall be deemed to be a part hereof:

- (i) the Annual Report on Form 10-K for the fiscal year ended December 31, 2019 (filed by AGL with the SEC on February 28, 2020);
- (ii) the Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2020 (filed by AGL with the SEC on May 8, 2020);
- (iii) the Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2020 (filed by AGL with the SEC on August 7, 2020); and
- (iv) the Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2020 (filed by AGL with the SEC on November 6, 2020).

All information relating to AGM included in, or as exhibits to, documents filed by AGL with the SEC pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, excluding Current Reports or portions thereof "furnished" under Item 2.02 or Item 7.01 of Form 8-K, after the filing of the last document referred to above and before the termination of the offering of the Bonds shall be deemed incorporated by reference into this Official Statement and to be a part hereof from the respective dates of filing such documents. Copies of materials incorporated by reference are available over the internet at the SEC's website at <http://www.sec.gov>, at AGL's website at <http://www.assuredguaranty.com>, or will be provided upon request to Assured Guaranty Municipal Corp.: 1633 Broadway, New York, New York 10019, Attention: Communications Department (telephone (212) 974-0100). Except for the information referred to above, no information available on or through AGL's website shall be deemed to be part of or incorporated in this Official Statement.

Any information regarding AGM included herein under the caption “BOND INSURANCE – Assured Guaranty Municipal Corp.” or included in a document incorporated by reference herein (collectively, the “AGM Information”) shall be modified or superseded to the extent that any subsequently included AGM Information (either directly or through incorporation by reference) modifies or supersedes such previously included AGM Information. Any AGM Information so modified or superseded shall not constitute a part of this Official Statement, except as so modified or superseded.

MISCELLANEOUS MATTERS. . . AGM makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, AGM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding AGM supplied by AGM and presented under the heading “BOND INSURANCE.”

BOND INSURANCE RISKS

In the event of default of the payment of principal or interest with respect to the Bonds when all or some becomes due, any owner of the Bonds shall have a claim under the Policy for such payments. However, in the event of any acceleration of the due date of such principal by reason of mandatory or optional redemption or acceleration resulting from default or otherwise, other than any advancement of maturity pursuant to a mandatory sinking fund payment, the payments are to be made in such amounts and at such times as such payments would have been due had there not been any such acceleration. The Policy does not insure against redemption premium, if any. The payment of principal and interest in connection with mandatory or optional prepayment of the Bonds by the District which is recovered by the District from the bond owner as a voidable preference under applicable bankruptcy law is covered by the Policy, however, such payments will be made by AGM at such time and in such amounts as would have been due absent such prepayment by the District unless AGM chooses to pay such amounts at an earlier date.

Under most circumstances, default of payment of principal and interest does not obligate acceleration of the obligations of AGM without appropriate consent. AGM may direct and must consent to any remedies and AGM’s consent may be required in connection with amendments to any applicable bond documents.

In the event AGM is unable to make payment of principal and interest as such payments become due under the Policy, the Bonds are payable solely from the moneys received pursuant to the applicable bond documents. In the event AGM becomes obligated to make payments with respect to the Bonds, no assurance is given that such event will not adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds.

The long-term ratings on the Bonds are dependent in part on the financial strength of AGM and its claim paying ability. AGM’s financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of AGM and of the ratings on the Bonds insured by AGM will not be subject to downgrade and such event could adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds.

The obligations of AGM are general obligations of AGM and in an event of default by AGM, the remedies available may be limited by applicable bankruptcy law or other similar laws related to insolvency.

BOOK-ENTRY-ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by the DTC while the Bonds are registered in its nominee’s name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The District believes the source of such information to be reliable, but takes no responsibility for the accuracy or completeness thereof.

The District cannot and does not give any assurance that (i) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (ii) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (iii) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for the Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S.

and non U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

All payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent/Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent/Registrar, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. All payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) are the responsibility of the District or the Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

In reading this Official Statement it should be understood that while the Bonds are in the Book-Entry-Only System, references in other sections of this Official Statement to registered owners should be read to include the person for which the Participant acquires

an interest in the Bonds, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System, and (ii) except as described above, notices that are to be given to registered owners under the Bond Order will be given only to DTC.

USE AND DISTRIBUTION OF BOND PROCEEDS

Proceeds of the Bonds will be used to finance the District’s share of the following projects: (i) water, wastewater and drainage facilities to serve single-family and common area development in Reunion Ranch Phase 2, Section 4 and Phase 3, Sections 2, 3 and 5; (ii) wastewater treatment plant expansion; (iii) impact fees; and (iv) engineering and inspection costs. The remaining Bond proceeds will be used to: (i) pay developer interest; and (ii) pay certain engineering costs and costs associated with the issuance of the Bonds.

The estimated use and distribution of Bond proceeds is set forth below. Of the proceeds to be received from the sale of the Bonds, \$6,163,761 (\$6,611,717 less surplus funds of \$447,956) is estimated to be required for construction costs, and \$891,333 is estimated to be required for non-construction costs.

I. <u>CONSTRUCTION COSTS</u>	<u>District’s Share</u>
A. Developer Contribution Items:	
1. Reunion Ranch Phase 2, Section 4 – Water, Wastewater & Drainage, Erosion Control, Clearing and Street Excavation.....	\$ 474,772
2. Reunion Ranch Phase 3, Sections 2 and 5 – Water, Wastewater & Drainage, Erosion Control, Clearing and Street Excavation.....	1,262,921
3. Reunion Ranch Phase 3, Section 3 – Water, Wastewater & Drainage, Pond, Erosion Control, Clearing and Street Excavation.....	1,060,316
4. Wastewater Treatment Plant Expansion.....	2,152,979
5. Impact Fees.....	1,241,027
6. Engineering (4.99% of Items 1 – 4).....	419,701
Total Developer Contribution Items	\$ 6,611,716
 B. District Items – None	
 CONSTRUCTION COSTS.....	\$ 6,611,716
Less: Surplus Funds.....	(447,956)
NET CONSTRUCTION COSTS.....	\$ 6,163,760
 II. <u>NON-CONSTRUCTION COSTS</u>	
A. Legal Fees	\$ 88,125
B. Fiscal Agent Fees	132,188
C. Developer Interest ^(a)	324,752
D. Bond Discount (2.88%).....	203,025
E. Bond Issuance Expenses	45,000
F. Bond Application Report	60,000
G. Attorney General Fee (0.10%)	7,050
H. TCEQ Fee (0.25%)	17,625
I. Contingency ^(b)	8,475
Total Non-Construction Costs	\$ 886,240
 TOTAL BOND ISSUE REQUIREMENT	\$ 7,050,000

(a) Estimated at an interest rate of 4.75%. The District has requested to reimburse more than two years of interest in accordance with 30 TAC § 293.50(b). Preliminary; subject to change. The amount of Developer interest will be finalized in connection with the reimbursement report approved by the Board of Directors prior to disbursement of funds.

(b) The TCEQ, in its approval of the issuance of the Bonds, directed any surplus Bond proceeds to be shown as a contingency line item and be subject to the TCEQ rules on use of surplus Bond funds.

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RISK FACTORS

GENERAL . . . The Bonds, which are obligations of the District and are not obligations of the State of Texas; Hays County, Texas; the City of Dripping Springs; Dripping Springs Independent School District, or any other political subdivision, will be secured by a continuing direct annual ad valorem tax, without legal limitation as to rate or amount, levied on all taxable property located within the District. See “THE BONDS – Source of and Security for Payment.” The ultimate security for payment of principal of and interest on the Bonds depends on the ability of the District to collect from the property owners within the District all taxes levied against the property, or in the event of foreclosure, on the value of the taxable property with respect to taxes levied by the District and by other taxing authorities. The collection by the District of delinquent taxes owed to it and the enforcement by registered owners of the District’s obligation to collect sufficient taxes may be a costly and lengthy process. Furthermore, the District cannot and does not make any representations that continued development of property within the District will accumulate or maintain taxable values sufficient to justify continued payment by property owners or that there will be a market for the property. See “Registered Owners’ Remedies” below.

INFECTIOUS DISEASE OUTBREAK (COVID-19) . . . The World Health Organization has declared a pandemic following the outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus (the “Pandemic”) which is currently affecting many parts of the world, including the United States and Texas. On January 31, 2020, the Secretary of the United States Health and Human Services Department declared a public health emergency for the United States in connection with COVID-19. On March 13, 2020, the President of the United States declared the Pandemic a national emergency and the Texas Governor (the “Governor”) declared COVID-19 an imminent threat of disaster for all counties in Texas (collectively, the “disaster declarations”).

Pursuant to Chapter 418 of the Texas Government Code, the Governor has broad authority to respond to disasters, including suspending any regulatory statute prescribing the procedures for conducting state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with this disaster and issuing executive orders that have the force and effect of law. The Governor has issued a number of executive orders relating to COVID-19 preparedness and mitigation. These include, for example, the issuance of Executive Orders GA-29 and GA-30 on July 2, 2020 and September 17, 2020, respectively, which, among other things, required Texans to (i) not visit bars or similar establishments that receive more than 51 percent of gross receipts from alcohol sales, subject to certain exceptions; (ii) operate businesses at varying occupancy limits of 50, 75 or 100 percent of total listed occupancy for businesses that meet certain conditions; (iii) limit outdoor gatherings to 10 people, subject to certain local approvals, conditions or restrictions, and (iv) wear face coverings over the nose and mouth in public or places open to the public when it is not feasible to maintain six feet of social distance, subject to certain exceptions. Executive Orders GA-29 and GA-30 will remain in effect and in full force unless modified, amended, rescinded, or superseded by the Governor.

Since the disaster declarations were made, the Pandemic has negatively affected travel, commerce, and financial markets globally, and is widely expected to continue negatively affecting economic growth and financial markets worldwide and within Texas. These negative impacts may reduce or negatively affect property values or homebuilding activity within the District. See “RISK FACTORS – Factors Affecting Taxable Values and Tax Payments – Dependence Upon the Developer and Homebuilders.” The Bonds are secured by an unlimited ad valorem tax, and a reduction in property values may require an increase in the ad valorem tax rate required to pay the Bonds as well as the District’s share of operations and maintenance expenses payable from ad valorem taxes.

The District continues to monitor the spread of COVID-19 and is working with local, state, and national agencies to address the potential impact of COVID-19 upon the District. While the potential impact of the Pandemic on the District cannot be quantified at this time, the continued outbreak of COVID-19 could have an adverse effect on the District’s operations and financial condition.

NO CERTAINTY OF A SECONDARY MARKET . . . Subject to prevailing market conditions, the Initial Purchaser intends, but is not obligated, to make a market in the Bonds. There is presently no secondary market for the Bonds and no assurance that a secondary market for the Bonds will develop or, if developed, will not be disrupted by events including, but not limited to, the current pandemic associated with the COVID-19 virus. Consequently, investors may not be able to resell the Bonds purchased should they need or wish to do so for emergency or other purposes.

FACTORS AFFECTING TAXABLE VALUES AND TAX PAYMENTS . . . *Economic Factors, Interest Rates, Credit Availability and Residential Foreclosures:* A substantial percentage of the taxable value of the District results from the current market value of single-family residences and developed lots. The market value of such homes and lots is related to general economic conditions affecting the demand for and taxable value of residences. Demand for lots and residential dwellings can be significantly affected by factors such as interest rates, credit availability, construction costs, energy availability and the economic prosperity and demographic characteristics of the urban centers toward which the marketing of lots is directed. Decreased levels of construction activity would tend to restrict the growth of property values in the District or could adversely impact existing values.

Interest rates and the availability of credit, including mortgage and development funding, have a direct impact on the construction activity, particularly short-term interest rates at which the Developer and Homebuilders are able to obtain financing for development and construction costs. Interest rate levels and the general availability of credit may affect the ability of a landowner with undeveloped property to undertake and complete development activities within the District and the ability of potential homeowners to purchase homes. Because of the numerous and changing factors affecting the availability of funds, the District is unable to assess the future availability of such funds for continued development and construction within the District. In addition, the success

of development within the District and growth of District taxable property values are, to a great extent, a function of the Austin metropolitan and regional economics.

Competition . . . The demand for single-family homes in the District could be affected by competition from other residential developments including other residential developments located in other utility districts located near the District. In addition to competition for new home sales from other developments, there are numerous previously-owned homes in more established neighborhoods closer to downtown Austin that are for sale. Such homes could represent additional competition for homes proposed to be sold within the District.

The competitive position of the Developer in the sale of developed lots and of prospective builders in the construction of single-family residential houses within the District is affected by most of the factors discussed in this section. Such a competitive position is directly related to the growth and maintenance of taxable values in the District and tax revenues to be received by the District. The District can give no assurance that building and marketing programs in the District by the Developer will be implemented or, if implemented, will be successful.

Developer under No Obligation to the District: There is no commitment from, or obligation of, any developer to proceed at any particular rate or according to any specified plan with the development of land or the construction of homes in the District, and there is no restriction on any landowner's right to sell its land, including any developer. Failure to construct taxable improvements on developed lots and tracts and failure of landowners to develop their land would restrict the rate of growth of taxable value in the District. The District is also dependent upon developer and the other principal taxpayers for the timely payment of ad valorem taxes, and the District cannot predict what the future financial condition of either will be or what effect, if any, such financial conditions may have on their ability to pay taxes. See "THE DEVELOPER" and "TAX DATA – Principal Taxpayers."

Impact on District Tax Rates: Assuming no further development, the value of the land and improvements currently within the District will be the major determinant of the ability or willingness of the District property owners to pay their taxes. The 2020 Certified Assessed Valuation is \$223,014,820 (see "FINANCIAL STATEMENT"). After issuance of the Bonds, the Maximum Annual Debt Service Requirement will be \$1,802,888 (2041) and the Average Annual Debt Service Requirement will be \$1,689,452 (2021-2045, inclusive). A tax rate of \$0.8510/\$100 assessed valuation, at a 95% collection rate, would be necessary to pay the Maximum Annual Debt Service Requirement of \$1,802,888, and a tax rate of \$0.7975/\$100 assessed valuation at a 95% collection rate would be necessary to pay the Average Annual Debt Service Requirement of \$1,689,452 based upon the 2020 Certified Taxable Assessed Valuation.

FUTURE AND PROPOSED LEGISLATION . . . Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

TAX COLLECTIONS AND FORECLOSURE REMEDIES . . . The District's ability to make debt service payments may be adversely affected by its inability to collect ad valorem taxes. Under Texas law, the levy of ad valorem taxes by the District constitutes a lien in favor of the District on a parity with the liens of all other local taxing authorities on the property against which taxes are levied, and such lien may be enforced by judicial foreclosure. The District's ability to collect ad valorem taxes through such foreclosure may be impaired by cumbersome, time-consuming and expensive collection procedures or market conditions affecting the marketability of taxable property within the District and limiting the proceeds from a foreclosure sale of such property. Moreover, the proceeds of any sale of property within the District available to pay debt service on the Bonds may be limited by the existence of other tax liens on the property (see "FINANCIAL STATEMENT – Estimated Overlapping Debt Statement"), by the current aggregate tax rate being levied against the property, and by other factors (a taxpayer may redeem property within six (6) months for commercial property and two (2) years for residential and all other types of property after the purchaser's deed issued at the foreclosure sale is filed in the county records). Finally, any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a taxpayer within the District pursuant to the Federal Bankruptcy Code could stay any attempt by the District to collect delinquent ad valorem taxes assessed against such taxpayer. In addition to the automatic stay against collection of delinquent taxes afforded a taxpayer during the pendency of a bankruptcy, a bankruptcy court could approve a confirmation plan which allows the debtor to make installment payments on delinquent taxes for up to six years and a bankruptcy court may reduce the amount of any taxes assessed against the debtor, including those that have already been paid.

HOUSING MARKET, VOLATILITY AND RECENT FORECLOSURES . . . In past years, disruptions in the housing market have led to a significant number of foreclosures on single family homes nationally. In the District, there were no posted foreclosures on single-family homes by the Hays County Clerk's Office as of September 8, 2020. No assurance can be given whether the number of foreclosures will decrease or increase or that market conditions will improve.

REGISTERED OWNERS' REMEDIES . . . In the event of default in the payment of principal of or interest on the Bonds, the registered owners have the right to seek a writ of mandamus, requiring the District to levy adequate taxes each year to make such payments. Except for mandamus, the Bond Order does not specifically provide for remedies to protect and enforce the interest of the registered owners. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. Although the registered owners could obtain a judgment against the District, such a judgment could not be enforced by direct levy and execution against the District's property. Further, the registered owners cannot

themselves foreclose on property within the District or sell property within the District in order to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the registered owners may further be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District.

BANKRUPTCY LIMITATION TO REGISTERED OWNERS' RIGHTS . . . The enforceability of the rights and remedies of registered owners may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District. Subject to the requirements of Texas law discussed below, a political subdivision such as the District may voluntarily file a petition for relief from creditors under Chapter 9 of the Federal Bankruptcy Code, 11 USC sections 901-946. The filing of such petition would automatically stay the enforcement of registered owners' remedies, including mandamus and the foreclosure of tax liens upon property within the District discussed above. The automatic stay would remain in effect until the federal bankruptcy judge hearing the case dismissed the petition, enters an order granting relief from the stay or otherwise allows creditors to proceed against the petitioning political subdivision. A political subdivision, such as the District, may qualify as a debtor eligible to proceed in a Chapter 9 case only if it (1) is specifically authorized to file for federal bankruptcy protection by applicable state law, (2) is insolvent or unable to meet its debts as they mature, (3) desires to effect a plan to adjust such debts, and (4) has either obtained the agreement of or negotiated in good faith with its creditors or is unable to negotiate with its creditors because negotiations are impracticable. Under Texas law a water control and improvement district, such as the District, must obtain the approval of the Commission as a condition to seeking relief under the Federal Bankruptcy Code. The Commission is required to investigate the financial condition of a financially troubled district and authorize such district to proceed under federal bankruptcy law only if such district has fully exercised its rights and powers under Texas law and remains unable to meet its debts and other obligations as they mature.

Notwithstanding noncompliance by a district with Texas law requirements, a district could file a voluntary bankruptcy petition under Chapter 9, thereby involving the protection of the automatic stay until the bankruptcy court, after a hearing, dismisses the petition. A federal bankruptcy court is a court of equity and federal bankruptcy judges have considerable discretion in the conduct of bankruptcy proceedings and in making the decision of whether to grant the petitioning district relief from its creditors. While such a decision might be applicable, the concomitant delay and loss of remedies to the registered owners could potentially and adversely impair the value of the registered owner's claim.

If a petitioning district were allowed to proceed voluntarily under Chapter 9 of the Federal Bankruptcy Code, it could file a plan for an adjustment of its debts. If such a plan were confirmed by the bankruptcy court, it could, among other things, affect a registered owner by reducing or eliminating the amount of indebtedness, deferring or rearranging the debt service schedule, reducing or eliminating the interest rate, modifying or abrogating collateral or security arrangements, substituting (in whole or in part) other securities, and otherwise compromising and modifying the rights and remedies of the registered owner's claim against a district.

THE EFFECT OF THE FINANCIAL INSTITUTIONS ACT OF 1989 ON TAX COLLECTIONS OF THE DISTRICT . . . The "Financial Institutions Reform, Recovery and Enforcement Act of 1989" ("FIRREA"), enacted on August 9, 1989, contains certain provisions which affect the time for protesting property valuations, the fixing of tax liens, and the collection of penalties and interest on delinquent taxes on real property owned by the Federal Deposit Insurance Corporation ("FDIC") when the FDIC is acting as the conservator or receiver of an insolvent financial institution.

Under FIRREA real property held by the FDIC is still subject to ad valorem taxation, but such act states (i) that no real property of the FDIC shall be subject to foreclosure or sale without the consent of the FDIC and no involuntary liens shall attach to such property, (ii) the FDIC shall not be liable for any penalties or fines, including those arising from the failure to pay any real or personal property tax when due and (iii) notwithstanding failure of a person to challenge an appraisal in accordance with state law, such value shall be determined as of the period for which such tax is imposed.

There has been little judicial determination of the validity of the provisions of FIRREA or how they are to be construed and reconciled with respect to conflicting state laws. However, certain recent federal court decisions have held that the FDIC is not liable for statutory penalties and interest authorized by State property tax law, and that although a lien for taxes may exist against real property, such lien may not be foreclosed without the consent of the FDIC, and no liens for penalties, fines, interest, attorneys fees, costs of abstract and research fees exist against the real property for the failure of the FDIC or a prior property owner to pay ad valorem taxes when due. It is also not known whether the FDIC will attempt to claim the FIRREA exemptions as to the time for contesting valuations and tax assessments made prior to and after the enactment of FIRREA. Accordingly, to the extent that the FIRREA provisions are valid and applicable to any property in the District, and to the extent that the FDIC attempts to enforce the same, these provisions may affect the timeliness of collection of taxes on property, if any, owned by the FDIC in the District, and may prevent the collection of penalties and interest on such taxes.

Atlas 14 Study. The National Weather Service recently completed a rainfall study known as Atlas 14 which shows that severe rainfall events are now occurring more frequently. Within Texas, the Atlas 14 study showed an increased number of rainfall events in a band extending from the upper Gulf Coast in the east and running west generally along the I-10 corridor to Central Texas. Based on this study, various governmental entities, including Hays County, are contemplating amendments to their regulations that will potentially increase the size of the 100 year floodplain and will also increase the size of detention ponds and drainage facilities required for future construction in all areas (not just in the floodplain).

MARKETABILITY OF THE BONDS . . . The District has no understanding with the Initial Purchaser regarding the reoffering yields or prices of the Bonds and has no control over trading of the Bonds in the secondary market. Moreover, there is no assurance that a secondary market will be made in the Bonds. If there is a secondary market, the difference between the bid and asked price of the Bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional issuers as such bonds are more generally bought, sold or traded in the secondary market.

CONTINUING COMPLIANCE WITH CERTAIN COVENANTS . . . Failure of the District to comply with certain covenants contained in the Bond Order on a continuing basis prior to the maturity of the Bonds could result in interest on the Bonds becoming taxable retroactively to the date of original issuance. See “TAX MATTERS.”

FUTURE DEBT . . . After issuance of the Bonds, the District will have no authorized but unissued unlimited tax bonds (for water, wastewater and drainage facilities). All of the remaining \$7,050,000 unlimited tax bonds which have heretofore been authorized by the voters of the District may be issued by the District from time to time for qualified purposes, as determined by the Board of Directors of the District, subject to the approval of the Attorney General of the State of Texas and the TCEQ. In the opinion of the District’s engineer, the remaining authorization should be sufficient to reimburse the Developer for the development within the District. See “THE SYSTEM.”

To date, the Developer has advanced a total of approximately \$17,617,000 to construct utility facilities to serve the property within the District. Following the issuance of the Bonds, the District will have no additional approved bond issuance authority and does not expect to issue additional bonds to reimburse for additional water, wastewater and drainage facilities which have been constructed to date

GOVERNMENTAL APPROVAL . . . As required by law, engineering plans, specifications and an estimate of construction costs for the facilities and services to be purchased or constructed by the District with the proceed of the Bonds have been approved, subject to certain condition, by the TCEQ. See “USE AND DISTRIBUTION OF BOND PROCEEDS.” The TCEQ approved the issuance of the Bonds by an order signed October 14, 2020. In addition, the Attorney General of Texas must approve the legality of the Bonds prior to their delivery.

Neither the TCEQ nor the Attorney General of Texas passes upon or guarantees the security of the Bonds as an investment, nor have the foregoing authorities passed upon the adequacy or accuracy of the information contained in this Official Statement.

ENVIRONMENTAL REGULATION . . . Wastewater treatment and water supply facilities are subject to stringent and complex environmental laws and regulations. Facilities must comply with environmental laws at the federal, state, and local levels. These laws and regulations can restrict or prohibit certain activities that affect the environment in many ways such as:

1. Requiring permits for construction and operation of water supply wells and wastewater treatment facilities;
2. Restricting the manner in which wastes are released into the air, water, or soils;
3. Restricting or regulating the use of wetlands or other property;
4. Requiring remedial action to prevent or mitigate pollution; and
5. Imposing substantial liabilities for pollution resulting from facility operations.

Compliance with environmental laws and regulations can increase the cost of planning, designing, constructing and operating water production and wastewater treatment facilities. Sanctions against a water district for failure to comply with environmental laws and regulations may include a variety of civil and criminal enforcement measures, including assessment of monetary penalties, imposition of remedial requirements, and issuance of injunctions as to future compliance of and the ability to operate the District’s water supply, wastewater treatment, and drainage facilities. Environmental laws and regulations can also impact an area’s ability to grow and develop. The following is a discussion of certain environmental concerns that relate to the District. It should be noted that changes in environmental laws and regulations occur frequently, and any changes that result in more stringent and costly requirements could materially impact the District.

Air Quality Issues. Air quality control measures required by the United States Environmental Protection Agency (the “EPA”) and the TCEQ may impact new industrial, commercial and residential development in the Austin area. Under the Clean Air Act (“CAA”) Amendments of 1990, the five-county “Austin Area” – Travis, Hays, Williamson, Bastrop, and Caldwell counties – has recently been redesignated by the EPA as an attainment area. The Austin Area entered into an early action compact (EAC) with the TCEQ and EPA which demonstrates attainment and maintenance of the 8-hour ozone standard. EACs allow regions that are in nonattainment or near nonattainment for ozone under the federal CAA to elect to use their knowledge of local conditions to determine which ozone control strategies should be implemented in their area, as opposed to having rules dictated by state and federal agencies.

The EPA signed a consent decree with several environmental organizations which bound the EPA to designating nonattainment areas for 8-hour nonattainment. The Austin Area took early action with an EAC on November 17, 2004 to reduce its emissions so as not to be designated nonattainment. Voluntary reductions have focused on reducing the number of vehicles on Austin Area roads, since vehicles are the area’s main source of air pollution.

The area will report semi-annually on the progress of their control measures. Under the EACs, attainment must have been demonstrated by 2007. EPA approved the photochemical modeling in support of the attainment demonstration for the 8-hour ozone

standard within the Austin Area on August 15, 2005. EPA also approved the Austin EAC “CAAP” which includes control measures and demonstrates maintenance of the standard through 2012 (including a vehicle inspection and maintenance (I/M) program). These steps and any EPA/TCEQ responses could impact the economy and communities in the Austin Area.

On November 26, 2014, the EPA announced a new proposed ozone National Ambient air Quality Standards (NAAQS) range of between 65-70 parts per billion. The Austin Area is vulnerable to being designated nonattainment if the EPA adopts the new proposed ozone NAAQS or otherwise maintains the existing standard applied to more recent air quality monitoring data.

Should the Austin Area fail to achieve attainment under an EPA NAAQS, or should the Austin Area fail to satisfy a then effective State Implementation Plan (SIP) (for nonattainment or otherwise), or for any other reason should a lapse in conformity with the CAA occur, the Austin Area may be subjected to sanctions pursuant to the CAA. Under such circumstances, the TCEQ would be required under the CAA to submit to the EPA a new SIP under the CAA for the Austin Area. Due to the complexity of the nonattainment/conformity analysis, the status of EPA’s implementation of any future EPA NAAQS and the incomplete information surrounding any SIP requirements for areas designated nonattainment under any future EPA NAAQS, the exact nature of sanctions or any potential SIP that may be applicable to the Austin Area in the future is uncertain. The CAA provides for mandatory sanctions, including the suspension of federal highway funding, should the State fail to submit a proper SIP, or associated submissions, or fail to revise or implement a SIP, or fail to comply with an existing SIP. Subject to certain exceptions, if the Austin Area falls out of conformity and the mandatory highway funding suspension sanction is implemented, the United States Secretary of Transportation may be prohibited from approving or awarding transportation projects or grants within the area.

It is possible that nonattainment, a lapse in conformity under the CAA, litigation involving injunctive or other relief, or other environmental issues may impact new industrial, commercial and residential development in the Austin Area.

Water Supply & Discharge Issues. Water supply and discharge regulations that the District may be required to comply with involve: (1) public water supply systems, (2) wastewater discharges from treatment facilities, (3) storm water discharges and (4) wetlands dredge and fill activities. Each of these is addressed below:

Pursuant to the Safe Drinking Water Act, potable (drinking) water provided by the District to more than sixty (60) end users for consumption will be subject to extensive federal and state regulation as a public water supply system, which include, among other requirements, frequent sampling and analyses. Additionally, the EPA has been charged with establishing maximum contaminant levels (MCLs) for potential drinking water contaminants (both naturally occurring and anthropogenic) such as arsenic, lead, radon, and disinfection by-products (e.g. chlorine). Additionally, TCEQ is initiating rule changes to Chapter 290, Public Drinking Water, to implement the federal Stage 2 Disinfection Byproducts Rule (DBP2), Long Term Stage 2 Enhanced Surface Water Treatment Rule (LT2), and Ground Water Rule (GWR). EPA adopted the GWR on December 31, 2006. Future regulations or requirements pertaining to these and other drinking water contaminants could require installation of more costly treatment facilities.

Operation of the District’s sewer facilities is subject to regulation under the Federal Clean Water Act and the Texas Water Code. All discharges of pollutants into the nation’s navigable waters must comply with the Clean Water Act. The Clean Water Act allows municipal wastewater treatment plants to discharge treated effluent to the extent allowed under permits issued by the EPA pursuant to the National Pollutant Discharge Elimination System (“NPDES”) program, a national program established by the Clean Water Act for issuing, revoking, monitoring and enforcing wastewater discharge permits. On August 14, 1998, EPA authorized Texas to implement the NPDES program, which is called the Texas Pollutant Discharge Elimination System (“TPDES”) program.

TPDES permits set limits on the type and quantity of discharge, in accordance with state and federal laws and regulations. Any discharges to water bodies designated as impaired streams in accordance with the Clean Water Act may be precluded from obtaining a TPDES permit if pollutants for which the stream is designated as impaired are among those pollutants being released by a District. Moreover, the Clean Water Act and Texas Water Code require municipal wastewater treatment plants to meet secondary treatment effluent limitations. In addition, under the Clean Water Act, states must identify any bodies of water for which more stringent effluent standards are needed to achieve water quality standards and must establish the maximum allowable daily load of certain pollutants into the water bodies. Total maximum daily loads (“TMDLs”) rules can have a significant impact on the District’s ability to obtain TPDES permits and maintain those permits. The District may be required to expend substantial funds to meet any of these regulatory requirements. If the District fails to achieve compliance with its discharge permits, a private plaintiff or the EPA could institute a civil action for injunctive relief and civil penalties. Operations of the District are also potentially subject to stormwater discharge permitting requirements as set forth under the Clean Water Act and regulations implementing the Clean Water Act. The TCEQ adopted by reference the vast majority of the EPA regulations relating to stormwater discharges and currently has issued a general permit for stormwater discharges associated with industrial activities and proposed two general permits for stormwater discharges associated with construction activities and municipal separate stormwater systems. The District may also be required to develop and implement stormwater pollution prevention plans and stormwater management plans. The District could incur substantial costs to develop and implement such plans as well as to install or implement best management practices to minimize or eliminate unauthorized pollutants that may otherwise be found in stormwater runoff. Failure to comply with these requirements may result in the imposition of administrative, civil, and criminal penalties as well as injunctive relief under the Clean Water Act or the Texas Water Code.

Operations of the District are also potentially subject to requirements and restrictions under the Clean Water Act regarding the use and alteration of wetland areas that are within the “waters of the United States.” The District must obtain a permit

from the U.S. Army Corps of Engineers if operations of the District require that wetlands be filled, dredged, or otherwise altered.

DROUGHT CONDITIONS . . . Central Texas, like other areas of the State, has experienced extreme drought conditions within the last several years. The District adopted a water conservation plan and currently has implemented water restrictions for residents of the District. The West Travis County Public Utility Agency provides water to the District in amounts sufficient to service the residents of the District, however, as drought conditions resume water usage, rates and water revenues could be impacted.

FORWARD-LOOKING STATEMENTS . . . The statements contained in this Official Statement, and in any other information provided by the District, that are not purely historical, are forward-looking statements, including statements regarding the District’s expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to the District on the date hereof, and the District assumes no obligation to update any such forward-looking statements.

The forward looking statements herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement would prove to be accurate.

THE DISTRICT

GENERAL . . . Pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 51 of the Texas Water Code, as amended, the District is subject to the continuing supervision of the TCEQ. The District was created for the purposes of providing, operating, and maintaining facilities to control storm water, distribute potable water, and to collect and treat wastewater. The District is empowered, among other things, to purchase, construct, operate and maintain all works, improvements, facilities and plants necessary for the supply and distribution of water; the collection, transportation, and treatment of wastewater; and the control and diversion of storm water. The District may also establish, operate and maintain a fire department, independently or with one or more other conservation and reclamation districts, if approved by the voters of the District and the TCEQ, and is located entirely within the extraterritorial jurisdiction of Dripping Springs. Fire services are provided to residents and property owners of the District by Hays County ESD #6.

MANAGEMENT . . . Board of Directors. The District is governed by a Board, consisting of five directors, which has control over and management supervision of all affairs of the District. Directors’ terms are four years with elections held within the District on the first Tuesday after the first Monday in November in each even numbered year. All of the directors listed below reside or own property in the District.

Name	Title	Term Expires
Dennis Daniel	President	2022
Rick Triplett	Vice President	2024
Thomas J. Rogers	Secretary	2022
Eileen Grass	Assistant Secretary	2024
Nathan Neese	Assistant Secretary	2022

Consultants:

Tax Assessor/Collector . . . Land and improvements in the District are being appraised by the Hays Central Appraisal District (“HCAD”). The Tax Assessor/Collector is appointed by the Board of Directors of the District. The Hays County Tax Assessor/Collector, Ms. Jenifer O’Kane, currently serves the District in this capacity under contract.

Operator . . . The District contracts with the InfraMark to serve as operator for the District.

Bookkeeper . . . Bott & Douthitt, PLLC (“B&D”) is charged with the responsibility of providing bookkeeping services for the District. B&D serves in a similar capacity for 60 other special districts.

Engineer . . . The District’s consulting engineer is Murfee Engineering Company (the “Engineer”). Such firm serves as consulting engineer to 34 other special districts.

Financial Advisor . . . Specialized Public Finance Inc. serves as the District’s financial advisor (the “Financial Advisor”). The fee for services rendered in connection with the issuance of the Bonds is based on a percentage of the Bonds actually issued, sold and delivered and, therefore, such fee is contingent upon the sale and delivery of the Bonds.

Bond Counsel and Disclosure Counsel . . . McCall, Parkhurst & Horton, L.L.P., Austin, Texas serves as Bond Counsel and Disclosure Counsel in connection with the issuance of the District’s Bonds. The fees of Bond Counsel and Disclosure Counsel are contingent upon the sale of and delivery of the Bonds.

General Counsel . . . The District employs Willatt & Flickinger, PLLC as general counsel.

LOCATION . . . The District is located in Hays County approximately 14 miles west of IH-35 and lies wholly inside of the extraterritorial jurisdiction of the City of Dripping Springs, Texas and within the Boundaries of the Dripping Springs Independent School District. The District is located approximately six miles south of State Highway 290, off Ranch-to-Market Road 1826. The District is currently comprised of approximately 524 acres being developed as Reunion Ranch, a single-family residential community. See “LOCATION MAP.”

UNDEVELOPED ACREAGE . . . There are approximately 524 acres of land under development within the District that have been provided with water, wastewater and storm drainage and detention facilities as of September 1, 2020. The District makes no representation as to when or if development of this acreage will occur. See “THE DISTRICT – Status of Development.”

CURRENT STATUS OF DEVELOPMENT . . . Of the approximately 524 acres within the District, all developable acres have been developed. As of September 1, 2020, the following sections have been developed with utility facilities: Phase 1; Phase 2, Sections 1, 2, 3, 4 and 5; Phase 3, Sections 1, 2, 3 and 5. As of this same date, the development in the District consisted of 443 completed homes (of which 425 are occupied and 18 are unoccupied), 42 homes under construction and 39 vacant lots.

To date, the developer has advanced funds in the approximate amount of \$17,617,000 to construct water, wastewater and drainage facilities to serve the property within the District. Following the issuance of the Bonds, the District will have no additional approved bond issuance authority and does not expect to issue additional bonds to reimburse for additional water, wastewater and drainage facilities which have been constructed to date

The chart below reflects the status of development as of September 1, 2020:

	<u>Net Acreage</u>
A. Sections Developed with Utility Facilities	
Sections 1 and 2; Phases 2 and 3, Sections 1, 2, 3, 4 & 5	307 ^(a)
Total Developed with Utility Facility or Under Construction	307
B. Remaining Developable Acreage	0
Total Developable Acreage	307
Total	307

(a) Includes an approximately 2-acre amenity center. Also includes approximately 53.635 acres developed by the Developer but owned by Hays Reunion Ranch, L.P. See “THE DEVELOPER – Description of Developer.” Note that approximately 217 acres of the total 524 acres are not intended to be developed, which is primarily comprised of open space and greenbelt.

FUTURE DEVELOPMENT . . . There are remaining approximately 217 acres of land, as yet undeveloped with water, sewer & drainage facilities to support single family residential development. This acreage is not currently under development. The completion of such development beyond that described in this Official Statement will be dependent on several factors including, to a great extent, general and economic conditions which would affect any party’s ability to sell lots and/or other property and of any home builder to sell completed homes as described in this Official Statement under the caption “RISK FACTORS.” If the undeveloped portion of the District is eventually developed, additions to the District’s water, wastewater, and drainage systems required to service such undeveloped acreage may be financed by future issues of the District’s bonds and developer contributions, if any, as required by the TCEQ. The District’s Engineer has indicated that the lack of any voted water, wastewater, and drainage bonds which are authorized to be issued will not allow the District to reimburse the Developer for the existing utility facilities to provide utility service to developed acreage within the District. Following the issuance of the Bonds, the District will have no additional approved bond issuance authority and does not expect to issue additional bonds to reimburse for additional water, wastewater and drainage facilities which have been constructed to date. See “THE BONDS – Issuance of Additional Debt.” The Developer is under no obligation to complete any development, if begun, and may modify or discontinue development plans in its sole discretion. Accordingly, the District makes no representation that any future development will occur.

ANNEXATION OF THE DISTRICT . . . The District lies within the extraterritorial jurisdiction of the City of Dripping Springs. See “THE BONDS – Annexation” for a discussion of the ability of the City of Dripping Springs to annex the District.

CONSENT AGREEMENT AND DEVELOPMENT AGREEMENT . . . Effective August 15, 2005, the District entered into that certain Agreement Concerning Creation and Operation of the District (the “Consent Agreement”) with the City and Hays Reunion Ranch, L.P., a Texas limited partnership (“Hays Reunion Ranch”), governing certain aspects of development within the District, including

certain aspects of the construction, operation, maintenance and inspection of District utility facilities; the issuance of bonds; conversion, annexation or dis-annexation by the District and annexation of the District by the City. Additionally, as contemplated by the Consent Agreement, the City and Hays Reunion Ranch entered into that certain Development Agreement dated as of February 7, 2012 (the “Development Agreement”) further governing certain aspects of development within the District such as environmental protection, deed restrictions, lighting and signage. Hays Reunion Ranch has subsequently assigned to the Developer certain of its right, title and interest in, to and under the Consent Agreement, effective April 2, 2012. Additionally, Hays Reunion Ranch has partially assigned to the Developer certain of its right, title and interest in, to and under the Development Agreement pursuant to three (3) separate partial assignment instruments, effective April 2, 2012; May 5, 2014 and January 30, 2015, respectively, with additional partial assignments contemplated upon the closing of additional takedowns under the Land Purchase Agreement (as defined herein).

THE DEVELOPER

GENERAL . . . In general, the activities of a developer in a utility district, such as the District, include purchasing the land within the utility district; coordinating the design of the subdivision; coordinating the design of the utilities and streets to be constructed in the subdivision; coordinating the design of any community facilities to be built; defining a marketing program and building schedule; securing necessary governmental approvals and permits for development; arranging for the construction of the improvements within the subdivisions, including water, wastewater, and drainage facilities pursuant to the rules of the TCEQ, as well as gas, telephone, cable television, and electric service; and selling improved lots and commercial reserves to homebuilders, other developers, or other third parties. The relative success or failure of a developer to perform such activities will have a profound effect on the security of the bonds issued by the District. A developer is generally under no obligation to a district to develop the property which it owns in a district. Furthermore, there is no restriction on a developer’s right to sell any or all of the land which it owns within a district. In addition, a developer is ordinarily the major taxpayer within the district during the development phase of the property.

DESCRIPTION OF DEVELOPER . . . The developer currently active within the District is Taylor Morrison of Texas Inc. (“Taylor Morrison” or the “Developer”), a Texas corporation, controlled by Taylor Morrison Home Corp., a publicly-traded homebuilder with operations in Texas, Arizona, North Carolina, California, Colorado, Florida, Georgia and Illinois. The Developer had purchased certain acreage within the District pursuant to that certain Agreement of Sale and Purchase, dated as of November 23, 2011, as thereafter amended (the “Land Purchase Agreement”), pursuant to which Developer agreed to purchase from Hays Reunion Ranch, approximately 470 acres of land in separate takedown parcels. According to the Developer, as of September 1, 2020, the Developer has closed on and owns all of the approximately 524 acres within the District (with the exception of approximately 54 acres of land retained by Hays Reunion Ranch, L.P. under the Land Purchase Agreement, which have been developed by the Developer and as such which have been sold primarily as custom lots by Hays Reunion Ranch). According to the Developer, the Developer is in compliance with the terms and conditions of the Land Purchase Agreement.

ACQUISITION AND DEVELOPMENT FINANCING . . . Acquisition and development of single-family residential property within the District has been provided by the Developer through its operations.

HOMEBUILDERS WITHIN THE DISTRICT . . . Taylor Morrison of Texas, Inc. is the primary homebuilder in the District, although other custom builders including G3 Builders and Nalle Builders are constructing custom homes on 23 larger lots with prices up to \$1.3 million. The Taylor Morrison of Texas Homes homes range in price from approximately \$400,000 to \$600,000, with square footage ranging from approximately 2,500 to 4,500.

UTILITY CONSTRUCTION AGREEMENT . . . The District entered into a utility construction agreement (the “Utility Construction Agreement”) with Pine Valley Reunion Ranch, L.P., a Texas limited partnership (“Pine Valley”), dated November 11, 2005 (the “Original Utility Construction Agreement”), governing the development of water, wastewater and drainage facilities and the reimbursement for certain of the costs of such development through the issuance of bonds by the District. Pine Valley subsequently assigned all of its right, title and interest in, to and under the Original Utility Construction Agreement to Hays Reunion Ranch, which in turn assigned all of its right, title and interest in, to and under the Original Utility Construction Agreement to the Developer on or about April 2, 2012. Thereafter, the District and Developer entered into a new utility construction agreement, effective April 25, 2012, revising and restating the Original Utility Construction Agreement in its entirety.

AGRICULTURAL WAIVER . . . Much of the undeveloped acreage within the District is subject to an agricultural exemption; however, the Developer has executed an agreement, which is recorded in the real property records of Hays County, and are covenants running with the land, waiving the right to have the land located within the District classified as agricultural, open-space or timberland for purposes of District taxes. In addition, the Developer has waived the right to have the lots and houses (if any) in the District classified as business inventory for purposes of District taxes. The agreement may not be modified without the approval of the TCEQ and are binding on purchasers of such land from the Developer. See “TAXING PROCEDURES – Property Subject to Taxation by the District.”

THE SYSTEM

REGULATION . . . The water, wastewater and storm drainage facilities (the “System”), the purchase, acquisition and construction of which will be permanently financed by the District with the proceeds of the Bonds, have been designed in accordance with accepted engineering practices and the recommendation of certain governmental agencies having regulatory or supervisory jurisdiction over construction and operation of such facilities, including, among others, the TCEQ, Hays County and Dripping Springs. According to Murfee Engineering Company (the “Engineer”), the design of all such facilities has been approved by all governmental agencies which have authority over the District.

Operation of the District’s waterworks and wastewater facilities is subject to regulation by, among others, the U.S. Environmental Protection Agency and the TCEQ.

WATER SUPPLY AND DISTRIBUTION . . . The District receives its treated water from the West Travis County Public Utility Agency (“WTCPUA”), successor to the Lower Colorado River Authority (“LCRA”). Pursuant to the Second Amendment to the Water Services Agreement dated March 28, 2014, the WTCPUA is obligated to provide up to 603,692 gallons per day of treated water to the District. The District’s engineer estimates that this amount of water would be sufficient to serve up to 524 equivalent single-family connections.

WASTEWATER COLLECTION AND TREATMENT . . . Wastewater treatment for the District is provided by a 0.05 million gallon per day (MGD) wastewater treatment plant. Texas Land Application Permit number WQ0014480001 authorizes a discharge of 0.05 MGD, with disposal via drip irrigation. Based upon a conservative design factor of 150 gallons per day per connection, the District’s existing treatment capacity is sufficient to serve up to 333 single family connections, however during the Pandemic and as a result of the various stay-at-home orders by both local and state governmental officials, the District periodically exceeded such capacity and received a TCEQ Notice of Enforcement regarding this violation on September 25, 2020. At the time of such violation, the District was already in the final planning stages for a 2nd wastewater treat plant, authorized by Texas Land Application Permit No. WQ0014480002, to be funded from future Developer advances (see “Future Development”). Proceeds from the Bonds will, in part, fund construction of the 2nd wastewater treatment plan and once such plant is online the District expects that it will adequately address the issues raised by the TCEQ Letter and provide sufficient capacity for the District.

STORM WATER DRAINAGE . . . Storm water within the District generally drains through roadside swales with street and driveway culverts and ribbon curbing, eventually discharging into tributaries that drain into Bear Creek.

100-YEAR FLOOD PLAIN AND STORM DRAINAGE INFORMATION . . . Flood Insurance Rate Map” or “FIRM” means an official map of a community on which the Federal Emergency Management Agency (FEMA) has delineated the appropriate areas of flood hazards. The 1% chance of probable inundation, also known as the 100-year flood plain, is depicted on these maps. The “100-year flood plain” (or 1% chance of probable inundation) as shown on the FIRM is the estimated geographical area that would be flooded by a rain storm of such intensity to statistically have a one percent chance of occurring in any given year. Generally speaking, homes must be built above the 100-year flood plain in order to meet local regulatory requirements and to be eligible for federal flood insurance.

According to the District’s Engineer, minimal areas of the District lie within the floodplain as shown in the FEMA Flood Insurance Rate map dated September 26, 2008 for Travis County. The FEMA floodplain lies along the creeks and tributaries within the District and is contained within recorded easements.

The National Weather Service recently completed a rainfall study known as Atlas 14 which shows that severe rainfall events are now occurring more frequently. Within Texas, the Atlas 14 study showed an increased number of rainfall events in a band extending from the upper Gulf Coast in the east and running west generally along the I-10 corridor to Central Texas. Based on this study, various governmental entities, including Williamson County, are contemplating amendments to their regulations that will potentially increase the size of the 100 year floodplain and will also increase the size of detention ponds and drainage facilities required for future construction in all areas and not just in the floodplain.

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WATER, WASTEWATER AND DRAINAGE OPERATIONS:**TABLE 1 – RATE AND FEE SCHEDULE**

The Board of Directors establishes rates and fees for water and sewer service, subject to change from time to time. The following schedule sets forth the monthly rates and fees for the District’s water and sewer service which are currently in effect.

Monthly Base Charge – Water: \$40.00

Water Usage Charge

<u>Gallons</u>	
0-10,000 Gallons	\$ 3.50 (per 1,000 gallons)
10,001-15,000 Gallons	\$ 3.85 (per 1,000 gallons)
15,001-20,000 Gallons	\$ 4.40 (per 1,000 gallons)
20,001-25,000 Gallons	\$ 5.65 (per 1,000 gallons)
25,001-30,000 Gallons	\$ 7.00 (per 1,000 gallons)
30,001-40,000 Gallons	\$ 12.00 (per 1,000 gallons)
40,001 and over Gallons	\$ 15.00 (per 1,000 gallons)

Monthly Charge(s) – Wastewater: \$ 35.00 Base Fee, plus \$3.25 per 1,000 Gallons

TABLE 2 – OPERATING REVENUES AND EXPENSES STATEMENT – GENERAL FUND

The following statement sets forth in condensed form the consolidated historical operations of the District’ General Fund. Accounting principles customarily employed in the determination of net revenues have been observed and in all instances exclude depreciation. Such summary has been prepared from information obtained from the District’s financial statements and records. Reference is made to such statements for further and more complete information. Also see “APPENDIX A – Excerpts from the Annual Financial Report.”

	Fiscal Year End September 30,				
	2019	2018	2017	2016	2015
<u>Revenues:</u>					
Service Accounts/Penalties	\$ 248,016	\$ 343,143	\$ 373,039	\$ 324,547	\$ 224,142
Property Taxes/Penalties	647,013	571,257	478,687	329,970	180,683
Connection/Inspection Fees	160,200	112,500	108,300	118,950	81,800
Other/Developer Advances	23,220	12,135	4,334	1,226	70,738
Total Revenues	\$ 1,078,449	\$ 1,039,035	\$ 964,360	\$ 774,693	\$ 557,363
<u>Expenditures:</u>					
Water Reservation Fees	\$ 245,726	\$ 242,313	\$ 210,910	\$ 148,489	\$ 116,511
District Operations	458,455	243,151	238,101	185,427	179,206
Professional Fees	304,996	232,823	246,857	194,089	101,937
Other	16,154	12,315	9,098	10,664	23,146
Total Expenditures	\$ 1,025,331	\$ 730,602	\$ 704,966	\$ 538,669	\$ 420,800
Excess (Deficiency) of Revenues Over Expenditures	\$ 53,118	\$ 308,433	\$ 259,394	\$ 236,024	\$ 136,563
Beginning Fund Balance	\$ 969,473	\$ 661,040	\$ 401,646	\$ 165,622	\$ 29,059
Adjustments	-	-	-	-	-
Ending Fund Balance	\$ 1,022,591	\$ 969,473	\$ 661,040	\$ 401,646	\$ 165,622

DEBT SERVICE REQUIREMENTS

TABLE 3 – DEBT SERVICE SCHEDULE

Fiscal Year Ended 9/30	Outstanding Debt			The Bonds			Total Debt Service
	Principal	Interest	Total	Principal	Interest ^(a)	Total	
	2021	\$ 670,000	\$ 740,929	\$ 1,410,929	\$ -	\$ 108,042	
2022	690,000	724,689	1,414,689	-	163,425	163,425	1,578,114
2023	715,000	707,529	1,422,529	100,000	163,425	263,425	1,685,954
2024	735,000	689,129	1,424,129	100,000	161,425	261,425	1,685,554
2025	765,000	668,419	1,433,419	100,000	159,425	259,425	1,692,844
2026	790,000	646,669	1,436,669	105,000	157,425	262,425	1,699,094
2027	820,000	623,488	1,443,488	110,000	155,325	265,325	1,708,813
2028	845,000	597,163	1,442,163	115,000	153,125	268,125	1,710,288
2029	880,000	569,675	1,449,675	120,000	150,825	270,825	1,720,500
2030	910,000	540,775	1,450,775	175,000	148,425	323,425	1,774,200
2031	940,000	510,088	1,450,088	185,000	144,488	329,488	1,779,575
2032	970,000	478,413	1,448,413	200,000	140,325	340,325	1,788,738
2033	1,010,000	444,369	1,454,369	200,000	135,825	335,825	1,790,194
2034	1,045,000	408,631	1,453,631	200,000	131,325	331,325	1,784,956
2035	1,095,000	371,381	1,466,381	200,000	126,825	326,825	1,793,206
2036	1,135,000	331,781	1,466,781	200,000	122,075	322,075	1,788,856
2037	1,180,000	290,150	1,470,150	200,000	117,325	317,325	1,787,475
2038	1,220,000	246,525	1,466,525	200,000	112,575	312,575	1,779,100
2039	1,270,000	201,163	1,471,163	200,000	107,825	307,825	1,778,988
2040	1,320,000	153,938	1,473,938	200,000	103,075	303,075	1,777,013
2041	1,150,000	104,563	1,254,563	450,000	98,325	548,325	1,802,888
2042	930,000	62,013	992,013	700,000	87,638	787,638	1,779,650
2043	570,000	29,063	599,063	965,000	71,013	1,036,013	1,635,075
2044	290,000	8,700	298,700	995,000	48,094	1,043,094	1,341,794
2045	-	-	-	1,030,000	24,463	1,054,463	1,054,463
	<u>\$ 21,945,000</u>	<u>\$ 10,149,238</u>	<u>\$ 32,094,238</u>	<u>\$ 7,050,000</u>	<u>\$ 3,092,061</u>	<u>\$ 10,142,061</u>	<u>\$ 42,236,298</u>

(a) Interest calculated at the rates shown on the inside cover page hereof.

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FINANCIAL STATEMENT
(Unaudited)

TABLE 4 – ASSESSED VALUE

2017 Certified Taxable Assessed Valuation	\$ 97,645,704 (a)
2018 Certified Taxable Assessed Valuation	\$ 134,087,268 (a)
2019 Certified Taxable Assessed Valuation	\$ 169,812,068 (a)
2020 Certified Taxable Assessed Valuation	\$ 223,014,820 (a)
Estimated Taxable Assessed Value (as of September 1, 2020).....	\$ 246,503,200 (b)
 Gross Direct Debt Outstanding	 \$ 28,995,000 (c)
 Ratio of Gross Direct Debt Outstanding to 2020 Certified Assessed Valuation	 13.00%
Ratio of Gross Direct Debt Outstanding to Preliminary Assessed Valuation (as of September 1, 2020)	11.76%

Estimated Population as of September 1, 2020: 1,488^(d)

- (a) Assessed valuation of the District as reported by the Hays Central Appraisal District (“HCAD”). See “TAXING PROCEDURES.”
- (b) Estimated Taxable Assessed Valuation as of September 1, 2020 as provided by HCAD is included solely for purposes of illustration.
- (c) Includes the Bonds. See “DEBT SERVICE REQUIREMENTS.”
- (d) Based upon 3.5 residents per completed and occupied single family home.

TABLE 5 – UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED

Purpose	Date Authorized	Amount Authorized	Amount Heretofore Issued	Amount Being Issued	Unissued Balance
Water, Sewer, Drainage	11/6/2012	\$ 30,000,000	\$ 22,950,000	\$ 7,050,000	\$ -
Refunding	11/6/2012	45,000,000	-	-	45,000,000
Total		<u>\$ 75,000,000</u>	<u>\$ 22,950,000</u>	<u>\$ 7,050,000</u>	<u>\$ 45,000,000</u>

TABLE 6 – CASH AND INVESTMENT BALANCES^(a)

Operating Fund	\$ 901,896
Debt Service Fund.....	\$ 997,998
Capital Projects Fund.....	\$ 452,825

(a) Unaudited as of September 15, 2020.

INVESTMENT AUTHORITY AND INVESTMENT PRACTICES OF THE DISTRICT . . . Under Texas law, the District is authorized to invest in (1) obligations of the United States or its agencies and instrumentalities, including letters of credit; (2) direct obligations of the State of Texas or its agencies and instrumentalities; (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which is guaranteed or insured by or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (“FDIC”) or by explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; (6) bonds issued, assumed or guaranteed by the State of Israel; (7) interest-bearing banking deposits that are guaranteed or insured by the FDIC or the National Credit Union Share Insurance Fund or their respective successors; (8) certificates of deposit and share certificates meeting the requirements of the Texas Public Funds Investment Act (Chapter 2256, Texas Government Code, as amended) (the “PFIA”) (i) that are issued by or through an institution that has its main office or a branch office in Texas and are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, or are secured as to principal by obligations described in clauses (1) through (6) or in any other manner and amount provided by law for District deposits; or (ii) that are invested by the District through a depository institution that has its main office or a branch office in the State of Texas and otherwise meets the requirements of the PFIA; (9) fully collateralized repurchase agreements that have a defined termination date, are fully secured by obligations described in clause (1), and are placed through a primary government securities dealer or a financial institution doing business in the State of Texas; (10) certain bankers’ acceptances with the remaining term of 270 days or less, if the short-term obligations of the accepting bank or its parent are rated at least “A-1” or “P-1” or the equivalent by at least one nationally recognized

credit rating agency; (11) commercial paper with a stated maturity of 270 days or less that is rated at least “A-1” or “P-1” or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a U.S. or state bank; (12) no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that complies with Securities and Exchange Commission Rule 2a-7; (13) no-load mutual funds registered with the Securities and Exchange Commission that have an average weighted maturity of less than two years, and either has a duration of one year or more and is invested exclusively in obligations described in the this paragraph, or has a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities; and (14) local government investment pools organized in accordance with the Interlocal Cooperation Act (Chapter 791, Texas Government Code) as amended, whose assets consist exclusively of the obligations that are described above. A public funds investment pool must be continuously ranked no lower than “AAA,” “AAA-m” or at an equivalent rating by at least one nationally recognized rating service. In addition, bond proceeds may be invested in guaranteed investment contracts that have a defined termination date and are secured by obligations, including letters of credit, of the United States or its agencies and instrumentalities in an amount at least equal to the amount of bond proceeds invested under such contract, other than the prohibited obligations described below.

A political subdivision such as the District may enter into securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (6) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than “A” or its equivalent or (c) cash invested in obligations described in clauses (1) through (6) above, clauses (11) through (13) above, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the District, held in the District’s name and deposited at the time the investment is made with the District or a third party designated by the District; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State of Texas; and (iv) the agreement to lend securities has a term of one year or less.

The District may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than “AAA” or “AAAm” or an equivalent by at least one nationally recognized rating service. The District may also contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the District retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the District must do so by order, ordinance, or resolution.

The District is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than 10 years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Under Texas law, the District is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that include a list of authorized investments for District funds, the maximum allowable stated maturity of any individual investment, the maximum average dollar-weighted maturity allowed for pooled fund, groups methods to monitor the market price of investments acquired with public funds, a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis, and procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the PFIA. All District funds must be invested consistent with a formally adopted “Investment Strategy Statement” that specifically addresses each fund’s investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under Texas law, the District’s investments must be made “with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment considering the probable safety of capital and the probable income to be derived.” At least quarterly the District’s investment officers must submit an investment report to the Board of Directors detailing: (1) the investment position of the District, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, and any additions and changes to market value and the ending value of each pooled fund group, (4) the book value and market value of each separately listed asset at the beginning and end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategies and (b) Texas law. No person may invest District funds without express written authority from the Board of Directors.

Under Texas law, the District is additionally required to: (1) annually review its adopted policies and strategies, (2) require any investment officers with personal business relationships or family relationships with firms seeking to sell securities to the District to disclose the relationship and file a statement with the Texas Ethics Commission and the District, (3) require the registered principal of firms seeking to sell securities to the District to: (a) receive and review the District’s investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude imprudent investment activities, and (c) deliver a written statement attesting to these requirements; (4) in conjunction with its annual financial audit, perform a compliance audit of

the management controls on investments and adherence to the District's investment policy, (5) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse repurchase agreement, (6) restrict the investment in non-money market mutual funds in the aggregate to no more than 15% of the District's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service and (7) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements.

TABLE 7 – CURRENT INVESTMENTS

As of September 15, 2020, the District is currently invested in a bank Money Market Fund and TexPool. State law requires the District to mark its investments to market price each calendar quarter and upon the conclusion of each fiscal year, for the purpose of compliance with applicable accounting policies concerning the contents of the District's audited financial statements.

Investments	Market Value	% of Total
TexPool	\$ 2,308,012	98.10%
Money Market	44,707	1.90%
	\$ 2,352,719	100.00%

ESTIMATED OVERLAPPING DEBT STATEMENT . . . Other governmental entities whose boundaries overlap the District have outstanding bonds payable from ad valorem taxes. The following statement of direct and estimated overlapping ad valorem tax debt was developed from several sources, including information contained in "Texas Municipal Reports," published by the Municipal Advisory Council of Texas. Except for the amount relating to the District, the District has not independently verified the accuracy or completeness of such information, and no person is entitled to rely upon information as being accurate or complete. Furthermore, certain of the entities listed below may have issued additional bonds since the dates stated in this table, and such entities may have programs requiring the issuance of substantial amounts of additional bonds, the amount of which cannot be determined. Political subdivision overlapping the District are authorized by Texas law to levy and collect ad valorem taxes for operation, maintenance and/or general revenue purposes in addition to taxes of debt service and the tax burden for operation, maintenance and/or general purposes is not included in these figures.

Taxing Jurisdiction	Total Tax Supported Debt	Estimated % Applicable	District's Overlapping Tax Supported Debt as of 9/30/20
Hays County	\$ 490,815,154	0.68%	\$ 3,337,543
Dripping Springs ISD	285,009,999	2.81%	8,008,781
Caldwell Hays ESD #1	-	1.00%	-
Hays County ESD #6	-	1.00%	-
Reunion Ranch WCID	28,995,000	100.00%	28,995,000 ^(a)
Total Direct and Overlapping Tax Supported Debt			\$ 40,341,324
Ratio of Direct and Overlapping Tax Supported Debt to 2020 Certified TAV			18.09%
Ratio of Direct and Overlapping Tax Supported Debt to Preliminary TAV (as of 9/1/20)			16.37%

(a) Includes the Bonds.

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TAX DATA

TABLE 8 – TAX COLLECTIONS

The following statement of tax collections sets forth in condensed form the historical fiscal year tax collection experience of the District. Such summary has been prepared by the Financial Advisor for inclusion herein based upon information from District audits and records of the District's Tax Assessor/Collector. Reference is made to such audits and records for further and more complete information.

Year Ended 9/30	Tax Rate	General Operating Fund	Debt I&S Fund	Tax Levy	% Total Collections
2017	\$ 0.8750	\$ 0.5250	\$ 0.3500	\$ 599,583	99.40%
2018	0.8750	0.3250	0.5500	854,400	99.45%
2019	0.8750	0.1750	0.7000	1,179,844	99.90%
2020	0.8750	0.1500	0.7250	1,493,799	99.30% ^(a)
2021	0.8750	0.1500	0.7250	1,951,380	N/A

(a) Collections through September 15, 2020.

TABLE 9 – DISTRICT TAX RATES

	Tax Rates per \$100 Assessed Valuation				
	FY2021	FY2020	FY2019	FY2018	FY2017
Debt Service	\$ 0.7250	\$ 0.7250	\$ 0.7000	\$ 0.5500	\$ 0.3500
Maintenance	0.1500	0.1500	0.1750	0.3250	0.5250
Total	\$ 0.8750	\$ 0.8750	\$ 0.8750	\$ 0.8750	\$ 0.8750

TAX RATE LIMITATION . . . The District's tax rate for debt service on the Bonds is legally unlimited as to rate and amount.

MAINTENANCE TAX . . . The District has the statutory authority to levy and collect an annual ad valorem tax for maintaining, repairing and operating the District's facilities and for paying administrative expenses of the District, if such maintenance tax is authorized by the District's voters. An election for such a tax was held on November 7, 2006 at which time a maintenance tax not to exceed \$1.00 per \$100 assessed valuation was approved by the District's voters. The District adopted a 2020 tax year maintenance tax of \$0.1500 in September 2020.

TABLE 10 – PRINCIPAL TAXPAYERS . . . The following list of principal taxpayers was provided by the Hays Central Appraisal District based on the 2020 tax rolls of the District, which reflect ownership as of January 1 of each year shown.

Taxpayer	Taxable Assessed Value	% of 2020 Taxable Assessed Valuation
Hays Reunion Ranch LP ^(a)	\$ 6,696,450	3.00%
Taylor Morrison of Texas Inc. ^(a)	3,713,940	1.67%
Taylor Morrison of Texas Inc. ^(a)	3,302,010	1.48%
Flores, Alex & Kristi	1,209,210	0.54%
Kish, Christina A.	1,177,140	0.53%
Page, Daniel Martin & Marilee Mattern	805,260	0.36%
Khan, Farooq & Khalida Karim	794,700	0.36%
Lewis, Brant Carlton & Yogita Patel	789,360	0.35%
Flores, Gloria Hernandez	714,850	0.32%
Maclean, Andrew & Eunice	692,660	0.31%
	<u>\$ 19,895,580</u>	<u>8.92%</u>

(a) The Developer.

TAXING PROCEDURES

AUTHORITY TO LEVY TAXES . . . The Board is authorized to levy an annual ad valorem tax on all taxable property within the District in an amount sufficient to pay the principal of and interest on the Bonds, its other remaining outstanding bonds, and any additional bonds payable from taxes which the District may hereafter issue (see “INVESTMENT CONSIDERATIONS – Future Debt”) and to pay the expenses of assessing and collecting such taxes. The District agrees in the Bond Order to levy such a tax from year-to-year as described more fully herein under “THE BONDS – Source of and Security for Payment.” Under Texas law, the Board is also authorized to levy and collect an ad valorem tax for the operation and maintenance of the District and its water and wastewater system and for the payment of certain contractual obligations, if authorized by its voters. See “TAX DATA – Maintenance Tax.”

PROPERTY TAX CODE AND COUNTY WIDE APPRAISAL DISTRICT . . . The Texas Property Tax Code (the “Property Tax Code”) specifies the taxing procedures of all political subdivisions of the State of Texas, including the District. Provisions of the Property Tax Code are complex and are not fully summarized herein.

The Property Tax Code requires, among other matters, county-wide appraisal and equalization of taxable property values and establishes in each county of the State of Texas an appraisal district with the responsibility for recording and appraising property for all taxing units within a county and an appraisal review board with responsibility for reviewing and equalizing the values established by the appraisal district. HCAD has the responsibility for appraising property for all taxing units within Hays County, including the District. Such appraisal values are subject to review and change by the Hays Central Appraisal Review Board (the “Appraisal Review Board”).

PROPERTY SUBJECT TO TAXATION BY THE DISTRICT . . . Except for certain exemptions provided by Texas law, all real property, tangible personal property held or used for the production of income, mobile homes and certain categories of intangible personal property with a tax situs in the District are subject to taxation by the District. Principal categories of exempt property include, but are not limited to: property owned by the State of Texas or its political subdivisions if the property is used for public purposes; property exempt from ad valorem taxation by federal law; certain household goods, family supplies, and personal effects; certain goods, wares and merchandise in transit; farm products owned by the producer; certain property of charitable organizations, youth development associations, religious organizations, and qualified schools; designated historical sites; travel trailers; and most individually owned automobiles. In addition, the District may by its own action exempt residential homesteads of persons sixty-five (65) years of age or older and of certain disabled persons to the extent deemed advisable by the Board. The District may be required to offer such an exemption if a majority of voters approve it at an election. The District would be required to call such an election upon petition by twenty percent (20%) of the number of qualified voters who voted in the previous election. The District is authorized by statute to disregard exemptions for the disabled and elderly if granting the exemption would impair the District’s obligation to pay tax supported debt incurred prior to adoption of the exemption by the District. Furthermore, the District must grant exemptions to disabled veterans or certain surviving dependents of disabled veterans, if requested, of between \$5,000 and \$12,000 of taxable valuation depending upon the disability rating of the veteran claiming the exemption, and qualifying surviving spouses of persons 65 years of age or older will be entitled to receive a residential homestead exemption equal to the exemption received by the deceased spouse if such rating is less than 100%. A veteran who receives a disability rating of 100% is entitled to an exemption for the full amount of the veteran’s residential homestead. Additionally, subject to certain conditions, the surviving spouse of a disabled veteran who is entitled to an exemption for the full value of the veteran’s residence homestead is also entitled to an exemption from taxation of the total appraised value of the same property to which the disabled veteran’s exemption applied. A partially disabled veteran or certain surviving spouses of partially disabled veterans are entitled to an exemption from taxation of a percentage of the appraised value of their residence homestead in an amount equal to the partially disabled veteran’s disability rating if the residence homestead was donated by a charitable organization. Also, the surviving spouse of a member of the armed forces who was killed in action is, subject to certain conditions, entitled to an exemption of the total appraised value of the surviving spouse’s residence homestead, and subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead of the surviving spouse. The surviving spouse of a first responder who was killed or fatally injured in the line of duty is, subject to certain conditions, also entitled to an exemption of the total appraised value of the surviving spouse’s residence homestead, and, subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead of the surviving spouse. A person who owns property located in an area declared by the Governor to be a disaster area following a disaster is entitled to a temporary exemption from ad valorem taxation by the District of a portion of the appraised value of that property. State law requires such exemption adopted by the District to specify the disaster to which the exemption pertains and be adopted not later than the 60th day after the date the Governor first declares territory in the taxing unit to be a disaster area as a result of the disaster, amongst other requirements.

Residential Homestead Exemptions: The Property Tax Code authorizes the governing body of each political subdivision in the State to exempt up to twenty percent (20%) of the appraised value of residential homesteads from ad valorem taxation if the exemption is adopted by the governing body of the political subdivision before July 1. Where ad valorem taxes have previously been pledged for the payment of debt, the governing body of a political subdivision may continue to levy and collect taxes against the exempt value of the homesteads until the debt is discharged, if the cessation of the levy would impair the obligations of the contract by which the debt was created. The District has never adopted a general homestead exemption.

Tax Abatement: Hays County and the District may enter into tax abatement agreements with owners of real property. The tax abatement agreements may exempt from ad valorem taxation by the applicable taxing jurisdiction for a period of up to ten years, all or any part of the increase in the assessed valuation of property covered by the agreement over its assessed valuation in the year in which the agreement is executed, on the condition that the property owner make specified improvements or repairs to the property

in conformity with a comprehensive plan. To date, the District has not executed any abatement agreements.

Freeport Goods and Goods-in-Transit Exemption: Article VIII, Section 1-j of the Texas Constitution provides for an exemption from ad valorem taxation for “freeport property,” which is defined as goods detained in the state for 175 days or less for the purpose of assembly, storage, manufacturing, processing or fabrication. Taxing units that took action prior to April 1, 1990 may continue to tax freeport property and decisions to continue to tax freeport property may be reversed in the future. However, decisions to exempt freeport property are not subject to reversal. A “Goods-in-Transit” Exemption is applicable to the same categories of tangible personal property which are covered by the Freeport Exemption, if, for tax year 2011 and prior applicable years, such property is acquired in or imported into Texas for assembling, storing, manufacturing, processing, or fabricating purposes and is subsequently forwarded to another location inside or outside of Texas not later than 175 days after acquisition or importation, and the location where said property is detained during that period is not directly or indirectly owned or under the control of the property owner. For tax year 2012 and subsequent years, such Goods-in-Transit Exemption is limited to tangible personal property acquired in or imported into Texas for storage purposes only if such property is stored under a contract of bailment by a public warehouse operator at one or more public warehouse facilities in Texas that are not in any way owned or controlled by the owner of such property for the account of the person who acquired or imported such property. The exemption excludes oil, natural gas, petroleum products, aircraft and special inventory, including motor vehicle, vessel and outboard motor, heavy equipment and manufactured housing inventory. After holding a public hearing, a taxing unit may take action by January 1 of the year preceding a tax year to tax goods-in-transit during the following tax year. A taxpayer may obtain only a freeport exemption or a goods-in-transit exemption for items of personal property. Freeport goods are exempt from taxation by the District. The District has elected to tax goods-in-transit.

Temporary Exemption for Qualified Property Damaged by a Disaster: The Property Tax Code provides for a temporary exemption from ad valorem taxation of a portion of the appraised value of certain property that is at least 15% damaged by a disaster and located within an area declared to be a disaster area by the governor of the State of Texas. This temporary exemption is automatic if the disaster is declared prior to a taxing unit, such as the District, adopting its tax rate for the tax year. A taxing unit, such as the District, may authorize the exemption at its discretion if the disaster is declared after the taxing unit has adopted its tax rate for the tax year. The amount of the exemption is based on the percentage of damage and is prorated based on the date of the disaster. Upon receipt of an application submitted within the eligible timeframe by a person who qualifies for a temporary exemption under the Property Tax Code, the Appraisal District is required to complete a damage assessment and assign a damage assessment rating to determine the amount of the exemption. The temporary exemption amounts established by the Property Tax Code range from 15% for property less than 30% damaged to 100% for property that is a total loss. Any such temporary exemption granted for disaster-damaged property expires on January 1 of the first year in which the property is reappraised. There is currently no judicial precedent for how the statute will be applied but Texas Attorney General Opinion KP-0299, issued on April 13, 2020, concluded a court would likely find the Texas Legislature intended to limit the temporary tax exemption to apply to property physically harmed as a result of a declared disaster.

Agricultural Waiver: Much of the undeveloped acreage within the District is subject to an agricultural exemption, however, the Developer executed an agreement, which was recorded in the real property records of Hays County, and which contains covenants running with the land, waiving the right to have certain land located within the District classified as agricultural, open-space or timberland. In addition, the Developer has waived the right to have the lots and houses (if any) classified as business inventory. Such agreements may not be modified without the approval of the TCEQ and are binding on purchasers of such land from the Developer.

VALUATION OF PROPERTY FOR TAXATION . . . Generally, property in the District must be appraised by HCAD at one hundred percent (100%) of market value as of January 1 of each year. Once an appraisal roll is prepared and formally approved by the Appraisal Review Board, it is used by the District in establishing its tax rolls and tax rate. Assessments under the Property Tax Code are to be based on one hundred percent (100%) of market value, as such is defined in the Property Tax Code.

The Property Tax Code permits land designated for agricultural use, open space or timberland to be appraised at its value based on the land’s capacity to produce agricultural or timber products rather than at its fair market value. The Property Tax Code permits under certain circumstances that residential real property inventory held by a person in the trade or business be valued at the price that such property would bring if sold as a unit to a purchaser who would continue the business. Landowners wishing to avail themselves of the agricultural use, open space or timberland designation or residential real property inventory designation must apply for the designation and the appraiser is required by the Property Tax Code to act on each claimant’s right to the designation individually. A claimant may waive the special valuation as to taxation by some political subdivisions while claiming it as to another. If a claimant receives the agricultural use designation and later loses it by changing the use of the property or selling it to an unqualified owner, the District can collect taxes based on the new use, including taxes for the previous three years for agricultural use and taxes for the previous five years for open space land and timberland.

The Property Tax Code requires HCAD to implement a plan for periodic reappraisal of property. The plan must provide for appraisal of all real property in HCAD at least once every three (3) years. It is not known what frequency of reappraisal will be utilized by HCAD or whether reappraisals will be conducted on a zone or county-wide basis. The District, however, at its expense has the right to obtain from the Appraisal District a current estimate of appraised values within the District or an estimate of any new property or improvements within the District. While such current estimate of appraised values may serve to indicate the rate and extent of growth of taxable values within the District, it cannot be used for establishing a tax rate within the District until such time as HCAD chooses formally to include such values on its appraisal roll.

DISTRICT AND TAXPAYER REMEDIES . . . Under certain circumstances taxpayers and taxing units (such as the District), may appeal the orders of the Appraisal Review Board by filing a timely petition for review in State district court. In such event, the value of the property in question will be determined by the court or by a jury, if requested by any party. Additionally, taxing units may bring suit against HCAD to compel compliance with the Property Tax Code.

The Property Tax Code sets forth notice and hearing procedures for certain tax rate increases by the District and provides for taxpayer referenda which could result in the repeal of certain tax increases. The Property Tax Code also establishes a procedure for notice to property owners of reappraisals reflecting increased property values, appraisals which are higher than renditions, and appraisals of property not previously on an appraisal roll.

LEVY AND COLLECTION OF TAXES . . . The District is responsible for the levy and collection of its taxes unless it elects to transfer the collection functions to another governmental entity. By September 1 of each year, or as soon thereafter as practicable, the rate of taxation is set by the Board based upon the valuation of property within the District as of the preceding January 1. Taxes are due October 1, or when billed, whichever comes later, and become delinquent after January 31 of the following year. A delinquent tax incurs a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent, plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent. If the tax is not paid by July 1 of the year in which it becomes delinquent, the tax incurs a total penalty of twelve percent (12%) regardless of the number of months the tax has been delinquent and incurs an additional penalty of up to fifteen percent (15%) if imposed by the District. The delinquent tax also accrues interest at a rate of one percent (1%) for each month or portion of a month it remains unpaid. The Property Tax Code also makes provision for the split payment of taxes, discounts for early payment and the postponement of the delinquency date of taxes under certain circumstances.

The District's tax collector is required to enter into an installment payment agreement with any person who is delinquent on the payment of tax on a residence homestead for payment of tax, penalties and interest, if the person requests an installment agreement and has not entered into an installment agreement with the collector in the preceding 24 months. The installment agreement must provide for payments to be made in monthly installments and must extend for a period of at least 12 months and no more than 36 months. Additionally, the owner of a residential homestead property who is (i) sixty-five (65) years of age or older, (ii) disabled, or (iii) a disabled veteran, is entitled by law to pay current taxes on a residential homestead in installments without penalty or to defer the payment of taxes during the time of ownership. In the instance of tax deferral, a tax lien remains on the property and interest continue to accrue during the period of deferral.

TAX PAYMENT INSTALLMENTS . . . Certain qualified taxpayers, including owners of residential homesteads, located within a natural disaster area and whose property has been damaged as a direct result of the disaster, are entitled to enter into a tax payment installment agreement with a taxing jurisdiction such as the District if the tax payer pays at least one-fourth of the tax bill imposed on the property by the delinquency date. The remaining taxes may be paid without penalty or interest in three equal installments within six months of the delinquency date.

ROLLBACK OF OPERATION AND MAINTENANCE TAX RATE . . . During the 86th Regular Legislative Session, Senate Bill 2 ("SB 2") was passed and signed by the Governor, with an effective date of January 1, 2020, which effectively restricts increases in the District's operation and maintenance tax rates by requiring rollback elections to reduce the operation and maintenance tax component of the District's total tax rate (collectively, the debt service tax rate, maintenance and operations tax rate and contract tax rate are the "total tax rate"). See "SELECTED FINANCIAL INFORMATION" for a description of the District's current total tax rate. SB 2 requires a reduction in the operation and maintenance tax component of the District's total tax rate if the District's total tax rate surpasses the thresholds for specific classes of districts in SB 2. Debt service and contract tax rates cannot be reduced by a rollback election held within any of the districts described below.

SB 2 classifies districts differently based on the current operation and maintenance tax rate or on the percentage of build-out that the District has completed. Districts that have adopted an operation and maintenance tax rate for the current year that is 2.5 cents or less per \$100 of taxable value are classified as "Low Tax Rate Districts." Districts that have financed, completed, and issued bonds to pay for all improvements and facilities necessary to serve at least 95% of the projected build-out of the district are classified as "Developed Districts." Districts that do not meet either of the classifications previously discussed are classified herein as "Other Districts." The impact each classification has on the ability of a district to increase its maintenance and operations tax rate pursuant to SB 2 is described for each classification below.

Low Tax Rate Districts

Low Tax Rate Districts that adopt a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead, subject to certain homestead exemptions, are required to hold a rollback election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Low Tax Rate District is the current year's debt service and contract tax rate plus 1.08 times the previous year's operation and maintenance tax rate.

Developed Districts

Developed Districts that adopt a total tax rate that would impose more than 1.035 times the amount of the total tax imposed by the district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead, subject to certain homestead exemptions for the preceding tax year, plus any unused increment rates, as calculated and described in Section 26.013 of the Tax Code, are required to hold a rollback election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Developed District is the current year's debt service and contract tax rate plus 1.035 times the previous year's operation and maintenance tax rate plus any unused increment rates. In addition, if any part of a Developed District lies within an area declared for disaster by the Governor of Texas or President of the United States, alternative procedures and rate limitations may apply for a temporary period. If a district qualifies as both a Low Tax Rate District and a Developed District, the district will be subject to the operation and maintenance tax threshold applicable to Low Tax Rate Districts.

Developing Districts

Districts that do not meet the classification of a Low Tax Rate District or a Developed District are classified as Developing Districts. The qualified voters of these districts, upon the Developing District's adoption of a total tax rate that would impose more than 1.08 times the amount of the total tax rate imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead, subject to certain homestead exemptions, are authorized to petition for an election to reduce the operation and maintenance tax rate. If an election is called and passes, the total tax rate for Developing District is the current year's debt service and contract tax rate plus 1.08 times the previous year's operation and maintenance tax rate.

The District

The District has been classified as a Developing District for the 2020 tax year. A determination as to the Districts' status after the 2021 tax year will be made by the Board of Directors on an annual basis. The District cannot give any assurances as to what its classification will be at any point in time or whether the District's future tax rates will result in a total tax rate that will reclassify the District into a new classification and result in different rollback tax rate and election procedures.

DISTRICT'S RIGHTS IN THE EVENT OF TAX DELINQUENCIES . . . Taxes levied by the District are a personal obligation of the owner of the property on January 1 of the year for which the tax is imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all state and local taxes, penalties, and interest ultimately imposed for the year on the property. The lien exists in favor of the State of Texas and each local taxing unit, including the District, having power to tax the property. The District's tax lien is on a parity with tax liens of such other taxing units. A tax lien on real property takes priority over the claim of most creditors and other holders of liens on the property encumbered by the tax lien, whether or not the debt or lien existed before the attachment of the tax lien; however, whether a lien of the United States is on a parity with or takes priority over a tax lien of the District is determined by applicable federal law. Personal property under certain circumstances is subject to seizure and sale for the payment of delinquent taxes, penalty, and interest.

At any time after taxes on property become delinquent, the District may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both. In filing a suit to foreclose a tax lien on real property, the District must join other taxing units that have claims for delinquent taxes against all or part of the same property. Collection of delinquent taxes may be adversely affected by the amount of taxes owed to other taxing units, by the effects of market conditions on the foreclosure sale price, by taxpayer redemption rights (a taxpayer may redeem property within two years after the purchaser's deed issued at the foreclosure sale is filed in the county records) or by bankruptcy proceedings which restrict the collection of taxpayer debts. See "INVESTMENT CONSIDERATIONS – General – Tax Collections and Foreclosure Remedies."

EFFECT OF FIRREA ON TAX COLLECTIONS . . . The "Financial Institutions Reform, Recovery and Enforcement Act of 1989" ("FIRREA") contains provisions which affect the time for protesting property valuations, the fixing of tax liens and the collection of penalties and interest on delinquent taxes on real property owned by the Federal Deposit Insurance Corporation ("FDIC") when the FDIC is acting as the conservator or receiver of an insolvent financial institution. Under FIRREA, real property held by the FDIC is still subject to ad valorem taxation, but such act states (i) that no real property of the FDIC shall be subject to foreclosure or sale without the consent of the FDIC and no involuntary lien shall attach to such property, (ii) the FDIC shall not be liable for any penalties or fines, including those arising from the failure to pay any real property taxes when due and (iii) notwithstanding the failure of a person to challenge an appraisal in accordance with state law, such value shall be determined as of the period for which such tax is imposed.

To the extent that the FIRREA provisions are valid and applicable to any property in the District, and to the extent that the FDIC attempts to enforce the same, these provisions may affect the timeliness of collection of taxes on property owned by the FDIC in the District, and may prevent the collection of penalties and interest on such taxes.

LEGAL MATTERS

LEGAL OPINIONS . . . Issuance of the Bonds is subject to the approving legal opinion of the Attorney General of Texas to the effect that the Bonds are valid and binding obligations of the District payable from the proceeds of an annual ad valorem tax levied, without legal limit as to rate or amount, upon all taxable property within the District. Issuance of the Bonds is also subject to the legal opinion of McCall, Parkhurst & Horton L.L.P., Austin, Texas (“Bond Counsel”), based upon examination of a transcript of the proceedings incident to authorization and issuance of the Bonds, to the effect that the Bonds are valid and binding obligations of the District payable from the sources and enforceable in accordance with the terms and conditions described therein, except to the extent that the enforceability thereof may be affected by governmental immunity, bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors’ rights or the exercise of judicial discretion in accordance with general principles of equity. Bond Counsel’s legal opinion will also address the matters described below under “TAX MATTERS.” Such opinions will express no opinion with respect to the sufficiency of the security for or the marketability of the Bonds. In connection with the issuance of the Bonds, Bond Counsel has been engaged by, and only represents, the District.

The legal fees to be paid Bond Counsel for services rendered in connection with the issuance of the Bonds are based upon a percentage of Bonds actually issued, sold and delivered, and therefore, such fees are contingent upon the sale and delivery of the Bonds.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

NO-LITIGATION CERTIFICATE . . . The District will furnish to the Initial Purchaser a certificate, dated as of the date of delivery of the Bonds, executed by both the President and Secretary of the Board, to the effect that no litigation of any nature has been filed or is then pending or threatened, either in state or federal courts, contesting or attacking the Bonds; restraining or enjoining the issuance, execution or delivery of the Bonds; affecting the provisions made for the payment of or security for the Bonds; in any manner questioning the authority or proceedings for the issuance, execution, or delivery of the Bonds; or affecting the validity of the Bonds.

NO MATERIAL ADVERSE CHANGE . . . The obligations of the Initial Purchaser to take and pay for the Bonds, and of the District to deliver the Bonds, are subject to the condition that, up to the time of delivery of and receipt of payment for the Bonds, there shall have been no material adverse change in the condition (financial or otherwise) of the District from that set forth or contemplated in the Official Statement.

TAX MATTERS

OPINION . . . On the date of initial delivery of the Bonds, McCall, Parkhurst & Horton L.L.P., Bond Counsel, will render its opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof (“Existing Law”) (1) interest on the Bonds for federal income tax purposes will be excludable from the “gross income” of the holders thereof and (2) the Bonds will not be treated as “specified private activity bonds” the interest on which would be included as an alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the “Code”). Except as stated above, Bond Counsel will express no opinion as to any other federal, state or local tax consequences of the purchase, ownership or disposition of the Bonds. See “APPENDIX B – Form of Bond Counsel’s Opinion.”

In rendering its opinion, Bond Counsel will rely upon (a) the District’s federal tax certificate, and (b) covenants of the District relating to arbitrage and the application of the proceeds of the Bonds and the property financed or refinanced therewith. Failure by the District to comply with these representations or covenants could cause the interest on the Bonds to become included in gross income retroactively to the date of issuance.

The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied subsequent to the issuance of the Bonds in order for the interest on the Bonds to be, and to remain, excludable from gross income for federal income tax purposes. Failure to comply with such requirements may cause interest on the Bonds to be included to gross income retroactively to the date of issuance of the Bonds. The opinion of Bond Counsel is conditioned on compliance by the District with the covenants and requirements, and Bond Counsel has not been retained to monitor compliance with these requirements subsequent to the issuance of the Bonds.

Bond Counsel’s opinion represents its legal judgment based upon its review of Existing Law and the reliance on the aforementioned information, representations and covenants. Bond Counsel’s opinion is not a guarantee of a result. Existing Law is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that such Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Bonds.

A ruling was not sought from the Internal Revenue Service by the District with respect to the Bonds or the property financed or refinanced with the proceeds of the Bonds. Bond Counsel's opinion represents its legal judgement based upon its review of Existing Law and the representations of the District that it deems relevant to render such opinion and is not a guarantee of a result. No assurances can be given as to whether the Internal Revenue Service will commence an audit of the Bonds, or as to whether the Internal Revenue Service would agree with the opinion of Bond Counsel. If an Internal Revenue Service audit is commenced, under current procedures the Internal Revenue Service is likely to treat the District as the taxpayer and the Bondholders may have no right to participate in such procedure. No additional interest will be paid upon any determination of taxability.

FEDERAL INCOME TAX ACCOUNTING TREATMENT OF ORIGINAL ISSUE DISCOUNT . . . The initial public offering price to be paid for one or more maturities of the Bonds is less than the principal amount thereof or one or more periods for the payment of interest on the Bonds may not be equal to the accrual period or be in excess of one year (the "Original Issue Discount Bonds"). In such event, the difference between (i) the "stated redemption price at maturity" of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond would constitute original issue discount. The "stated redemption price at maturity" means the sum of all payments to be made on the Bonds less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under Existing Law, any owner who has purchased such Original Issue Discount Bond in the initial public offering is entitled to exclude from gross income (defined in section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the accrual period. For a discussion of certain collateral federal tax consequences, see discussion set forth below.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under Existing Law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Bonds.

COLLATERAL FEDERAL INCOME TAX CONSEQUENCES . . . The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Bonds. This discussion is based on existing statutes, regulations, published rulings and court decisions accumulated, all of which are subject to change or modification, retroactively.

The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, such as financial institutions, property and casualty insurance companies, life insurance companies, individual recipients of Social Security or Railroad Retirement benefits, individuals allowed an earned income credit, certain S corporations with subchapter C earnings and profits, foreign corporations subject to the branch profits tax, taxpayers qualifying for the health insurance premium assistance credit, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase tax-exempt obligations.

THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIAL PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM LEGISLATION OR THE PURCHASE, OWNERSHIP AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE BONDS.

Under section 6012 of the Code, holders of tax-exempt obligations, such as the Bonds, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Bonds, if such obligation was acquired at a "market discount" and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to "market discount bonds" to the extent such gain

does not exceed the accrued market discount of such bonds; although for this purpose, a de minimis amount of market discount is ignored. A “market discount bond” is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the “revised issue price” (i.e., the issue price plus accrued original issue discount). The “accrued market discount” is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

STATE, LOCAL AND FOREIGN TAXES . . . Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

INFORMATION REPORTING AND BACKUP WITHHOLDING . . . Subject to certain exceptions, information reports describing interest income, including original issue discount, with respect to the Bonds will be sent to each registered holder and to the IRS. Payments of interest and principal may be subject to backup withholding under section 3406 of the Code if a recipient of the payments fails to furnish to the payor such owner’s social security number or other taxpayer identification number (“TIN”), furnishes an incorrect TIN, or otherwise fails to establish an exemption from the backup withholding tax. Any amounts so withheld would be allowed as a credit against the recipient’s federal income tax. Special rules apply to partnerships, estates and trusts, and in certain circumstances, and in respect of Non-U.S. Holders, certifications as to foreign status and other matters may be required to be provided by partners and beneficiaries thereof.

FUTURE AND PROPOSED LEGISLATION . . . Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

QUALIFIED TAX-EXEMPT OBLIGATIONS FOR FINANCIAL INSTITUTIONS . . . Section 265(a) of the Code provides, in pertinent part, that interest paid or incurred by a taxpayer, including a “financial institution,” on indebtedness incurred or continued to purchase or carry tax-exempt obligations is not deductible in determining the taxpayer’s taxable income. Section 265(b) of the Code provides an exception to the disallowance of such deduction for any interest expense paid or incurred on indebtedness of a taxpayer that is a “financial institution” allocable to tax-exempt obligation, other than “private activity bonds,” that are designated by a “qualified small issuer” as “qualified tax-exempt obligations.” A “qualified small issuer” is any governmental issuer (together with any “on-behalf of” and “subordinate” issuers) who issues no more than \$10,000,000 of tax- exempt obligations during the calendar year. Section 265(b)(5) of the Code defines the term “financial institution” as any “bank” described in Section 585(a)(2) of the Code, or any person accepting deposits from the public in the ordinary course of such person’s trade or business that is subject to federal or state supervision as a financial institution. Notwithstanding the exception to the disallowance of the deduction of interest on indebtedness related to “qualified tax-exempt obligations” provided by Section 265(b) of the Code, Section 291 of the Code provides that the allowable deduction to a “bank,” as defined in Section 585(a)(2) of the Code, for interest on indebtedness incurred or continued to purchase “qualified tax-exempt obligations” shall be reduced by twenty-percent (20%) as a “financial institution preference item.”

The District has designated the Bonds as “qualified tax-exempt obligations” within the meaning of section 265(b) of the Code. In furtherance of that designation, the District covenants to take such action that would assure, or to refrain from such action that would adversely affect, the treatment of the Bonds as “qualified tax-exempt obligations.” **Potential purchasers should be aware that if the issue price to the public exceeds \$10,000,000, there is a reasonable basis to conclude that the payment of a de minimis amount of premium in excess of \$10,000,000 is disregarded; however, the Internal Revenue Service could take a contrary view. If the Internal Revenue Service takes the position that the amount of such premium is not disregarded, then such obligations might fail to satisfy the \$10,000,000 limitation and the Bonds would not be “qualified tax-exempt obligations.”**

CONTINUING DISCLOSURE OF INFORMATION

In the Bond Order, the District has made the following agreement for the benefit of the registered and beneficial owners. The District is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds. Under the agreement, the District will be obligated to provide certain updated financial information and operating data annually, and timely notice of specified events, to the Municipal Securities Rulemaking Board (“MSRB”). This information will be available free of charge from the MSRB via its Electronic Municipal Market Access system at www.emma.msrb.org.

ANNUAL REPORTS . . . The District will provide certain updated financial information and operating data to certain information to the MSRB annually. The information to be updated includes all quantitative financial information and operating data with respect to the District of the general type included in this Official Statement under Tables 1 through 9 and in “APPENDIX A – Excerpts from the Annual Financial Report,” if audited such financial statements in APPENDIX A are then available. The District will update and provide this information within six months after the end of each fiscal year. The District will provide the updated information to the MSRB.

The District may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by SEC Rule 15c2-12 (the “Rule”). The updated information will include audited financial statements, if completed by the required time. If audited financial statements are not available within twelve months after any such fiscal year end, the District will file unaudited financial statements within twelve months after any such fiscal year end, and audited financial statements when the audit report becomes available. Any such financial statements will be prepared in accordance with the accounting principles described in “APPENDIX A – Excerpts from the Annual Financial Report” or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation.

The District’s current fiscal year end is September 30. Accordingly, it must provide updated information by March 31 of each year unless the District changes its fiscal year. If the District changes its fiscal year, it will notify the MSRB of the change.

NOTICE OF CERTAIN EVENTS . . . The District will provide timely notices of certain events to the MSRB, but in no event will such notices be provided to the MSRB in excess of ten business days after the occurrence of an event. The District will provide notice of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of Beneficial Owners of the Bonds, if material; (8) bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the District or other obligated person within the meaning of CFR § 240.15c2-12 (the “Rule”); (13) consummation of a merger, consolidation, or acquisition involving the District or other obligated person within the meaning of the Rule or the sale of all or substantially all of the assets of the District or other obligated person within the meaning of the Rule, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a Financial Obligation (as defined by the Rule, which includes certain debt, debt-like, and debt-related obligations) of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties. Neither the Bonds nor the Bond Order make any provision for a debt service reserve or a trustee.

For these purposes, any event described in clause (12) of the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the District in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

For the purposes of the events described in clauses (15) and (16) above, the term “Financial Obligation” is defined in the Bond Order to mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “Financial Obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule. The Bond Order further provides that the District intends the words used in such clauses (15) and (16) in the immediately preceding paragraph and in the definition of Financial Obligation to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018.

In addition, the District will provide timely notice of any failure by the District to provide information, data or financial statements in accordance with its agreement described above under “– Annual Reports.” The District will provide each notice described in this “- Event Notices” caption to the MSRB in an electronic format and accompanied by identifying information as prescribed by the MSRB

AVAILABILITY OF INFORMATION FROM THE MSRB . . . The District has agreed to provide the foregoing information only to the MSRB. All documents provided by the District to the MSRB described above under “Annual Reports” and “Notice of Certain Events” will be in an electronic format and accompanied by identifying information as prescribed by the MSRB.

The address of the MSRB is 1900 Duke Street, Suite 600, Alexandria, VA 22314, and its telephone number is (703) 797-6600.

LIMITATIONS AND AMENDMENTS . . . The District has agreed to update information and to provide notices of specified events only as described above. The District has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The District makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The District disclaims any contractual or tort liability for

damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although Registered Owners may seek a writ of mandamus to compel the District to comply with its agreement.

This continuing disclosure agreement may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of the Bond Order that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the Holders and beneficial owners of the Bonds. The District may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

FINANCIAL ADVISOR

The Official Statement was compiled and edited under the supervision of Specialized Public Finance Inc. (the “Financial Advisor”), which firm is currently employed as Financial Advisor to the District. The fees paid to the Financial Advisor for services rendered in connection with the issuance and sale of the Bonds are based on a percentage of the Bonds actually issued, sold and delivered, and therefore such fees are contingent on the sale and delivery of the Bonds.

OFFICIAL STATEMENT

PREPARATION . . . The District has no employees but engages various professionals and consultants to assist the District in the day-to-day activities of the District. See “The District.” The Board of Directors in its official capacity has relied upon the below mentioned experts and sources in preparation of this Official Statement. The information in this Official Statement was compiled and edited by the Financial Advisor. In addition to compiling and editing such information, the Financial Advisor has obtained the information set forth herein under the captions indicated from sources including: Murfee Engineering Company; Taylor Morrison of Texas Inc.; Bott Douthitt, PLLC; and Willatt & Flickinger, PLLC.

UPDATING THE OFFICIAL STATEMENT DURING UNDERWRITING PERIOD . . . If, subsequent to the date of the Official Statement to and including the date the Initial Purchaser is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the “end of the underwriting period” (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from a nationally recognized repository but in no case less than 25 days after the “end of the underwriting period”), the District learns or is notified by the Initial Purchaser of any adverse event which causes any of the key representations in the Official Statement to be materially misleading, the District will promptly prepare and supply to the Initial Purchaser a supplement to the Official Statement which corrects such representation to the reasonable satisfaction of the Initial Purchaser, unless the Initial Purchaser elects to terminate its obligation to purchase the Bonds as described in the Notice of Sale under the heading “DELIVERY OF THE BONDS AND ACCOMPANYING DOCUMENTS – Delivery.” The obligation of the District to update or change the Official Statement will terminate when the District delivers the Bonds to the Initial Purchaser (the “end of the underwriting period” within the meaning of the Rule), unless the Initial Purchaser provides written notice to the District that less than all of the Bonds have been sold to ultimate customers on or before such date, in which case the obligation to update or change the Official Statement will extend for an additional period of time of 25 days after all of the Bonds have been sold to ultimate customers. In the event the Initial Purchaser provides written notice to the District that less than all of the Bonds have been sold to ultimate customers, the Initial Purchaser agrees to notify the District in writing following the occurrence of the “end of the underwriting period” as defined in the Rule.

CERTIFICATION AS TO OFFICIAL STATEMENT . . . The District, acting by and through its Board of Directors in its official capacity in reliance upon the experts listed above, hereby certifies, as of the date hereof, that to the best of its knowledge and belief, the information, statements and descriptions pertaining to the District and its affairs herein contain no untrue statements of a material fact and do not omit to state any material fact necessary to make the statements herein, in light of the circumstances under which they were made, not misleading. The information, description and statements concerning entities other than the District, including particularly other governmental entities, have been obtained from sources believed to be reliable, but the District has made no independent investigation or verification of such matters and makes no representation as to the accuracy or completeness thereof. Except as set forth in “CONTINUING DISCLOSURE OF INFORMATION” herein, the District has no obligation to disclose any changes in the affairs of the District and other matters described in this Official Statement subsequent to the “end of the underwriting period” which shall end when the District delivers the Bonds to the Initial Purchaser at closing, unless extended by the Initial Purchaser. All information with respect to the resale of the Bonds subsequent to the “end of the underwriting period” is the responsibility of the Initial Purchaser.

ANNUAL AUDITS . . . Under Texas Law, the District must keep its fiscal records in accordance with generally accepted accounting principles. It must also have its financial accounts and records audited by a certified or permitted public accountant within 120

days after the close of each fiscal year of the District, and must file each audit report with the TCEQ within 135 days after the close of the fiscal year so long as the District has bond outstanding. Copies of each audit report must also be filed in the office of the District. The District's fiscal records and audit reports are available for public inspection during regular business hours, and the District is required by law to provide a copy of the District's audit reports to any Registered Owner or other member of the public within a reasonable time on request, upon payment of prescribed charges.

This Official Statement was approved by the Board of Directors of Reunion Ranch Water Control and Improvement District, as of the date shown on the first page hereof.

/s/ EILEEN GRASS
Secretary, Board of Directors
Reunion Ranch Water Control and Improvement District

/s/ DENNIS DANIEL
President, Board of Directors
Reunion Ranch Water Control and Improvement District

LOCATION MAP

PHOTOGRAPHS

The homes shown in the attached photographs are representative of the type of construction presently located within the District, and these photographs are presented solely to illustrate such construction.

The District makes no representation that any additional construction such as that as illustrated in the following photographs will occur in the District. See "THE DISTRICT."

APPENDIX A

EXCERPTS FROM THE ANNUAL FINANCIAL REPORT

The information contained in this APPENDIX has been excerpted from the financial statements of Reunion Ranch Water Control and Improvement District for the fiscal year ended September 30, 2019, as prepared by the District's auditor Maxwell Locke & Ritter.

APPENDIX B
FORM OF BOND COUNSEL'S OPINION

APPENDIX C

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

SECRETARY'S CERTIFICATE

THE STATE OF TEXAS §
 §
 COUNTY OF HAYS §

The undersigned officer of the Board of Directors of REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT, hereby certifies as follows:

The Board of Directors of said District convened at a REGULAR MEETING on the 21st day of April, 2020 that was held by remote access only in accordance with the March 16, 2020 order by Governor Abbott temporarily suspending certain requirements of the Texas Open Meetings act to advance the goal of limiting face-to-face meetings to slow the spread of covid-19; and the roll was called of the duly constituted officers and members of said Board, to-wit:

Nathan Neese - President
 Vince Terracina - Vice President
 Thomas J. Rogers, Jr. - Secretary
 George Sykes - Assistant Secretary
 Dennis Daniel - Assistant Secretary

and all said persons were present, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting; a written

**RESOLUTION AUTHORIZING APPLICATION TO THE
 TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
 FOR APPROVAL OF ENGINEERING PROJECT AND
 \$7,050,000 REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
 BOND ISSUE**

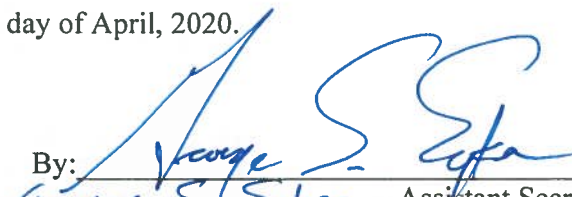
was duly introduced for the consideration of the Board. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: 5
 NOES: 0

2. That a true, full, and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said Resolution has been duly recorded in said Board's minutes of said meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from said Board's minutes of said meeting pertaining to the passage of said Resolution; that the persons named in the above and foregoing paragraphs are duly chosen, qualified, and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified

officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that said Resolution would be introduced and considered for passage at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the time, place, and subject of said meeting was given as required by Chapter 551, Government Code, and Sec. 49.063, Water Code.

SIGNED AND SEALED the 22nd day of April, 2020.

By: 
George S. Sykes, Assistant Secretary
Reunion Ranch WCID

[DISTRICT SEAL]

**RESOLUTION AUTHORIZING APPLICATION TO THE
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
FOR APPROVAL OF ENGINEERING PROJECT AND
\$7,050,000 REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT
BOND ISSUE**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, Reunion Ranch Water Control and Improvement District (the "District") has been legally created and its Board of Directors have met and organized; and

WHEREAS, the Board of Directors desire to issue \$7,050,000 in bonds to finance acquisition and construction of improvements to its water, wastewater and drainage system within the District; and

WHEREAS, Section 49.181, Texas Water Code, requires the District, when it desires to issue bonds, to submit in writing to the Texas Commission on Environmental Quality (the "Commission"), an application for investigation of the proposed project and of the issuance of the bonds to finance such project, together with a copy of the engineer's report and data, profiles, maps, plans and specifications and market information prepared in connection therewith; and

WHEREAS, the Board of Directors desire to secure the approval and consent of the Commission for the construction of the aforementioned facilities, which are more completely described in the engineer's report and supplemental information submitted in connection with this application, and for the issuance of the bonds described in Section 1(2) of this Resolution.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF REUNION RANCH WATER CONTROL AND IMPROVEMENT DISTRICT THAT:

Section 1. The President and/or Vice President and Secretary and/or Assistant Secretary of the Board of Directors are authorized and directed as follows:

- (1) to make an application to the Commission for an investigation and report of the feasibility of the District acquiring that portion of improvements to the water, wastewater and drainage system and construction of improvements to the wastewater system described in the engineering report entitled "Reunion Ranch WCID Bond Issue No. 6" prepared by Murfee Engineering Company, Inc., consulting engineers, in connection with this application and any supplemental information, for such project to consist generally of improvements to the District's water, wastewater and drainage systems to serve the District, water capacity LUE fees and related expenses; and

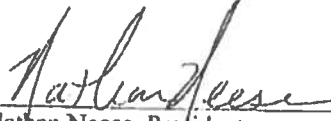
- (2) to request the Commission to approve the bonds of the District in the principal amount of \$7,050,000 bearing interest at a net effective interest rate not to exceed the maximum allowed by law, and maturing in accordance with the schedule provided in the aforesaid engineering report; and
- (3) to request that the Commission grant a waiver of the 30% developer contribution requirement under 30 Texas Administrative Code §293.59(k)(10), as permitted by 30 Texas Administrative Code §293.59(l)(5)(B), because the District anticipates receiving an acceptable credit rating on the proposed Bonds. A written statement from the District's financial advisor stating that, in his opinion, the District can reasonably be expected to qualify for an acceptable credit rating and that the District financing is feasible without the developer contribution is included in the Engineer's Report; and
- (4) to request the Commission to approve developer interest reimbursement for all projects for up to five (5) years; and
- (5) to request the Commission to approve the use of surplus bond funds in the amount of \$447,956.
- (6) to request that the Commission determine that the District and this application are exempt from the requirement for a current market study under 30 Texas Administrative Code §293.59(k)(10) because the District is not projecting growth to support the feasibility of the proposed Bonds.

Section 2. By this application the District assures the Commission that it will abide by the terms and conditions prescribed by the Commission, and it will retain all amounts required by law due all construction contractors on the project to assure that the project is completed in accordance with the approved plans and specifications.

Section 3. The President and/or Vice President and the Secretary and/or Assistant Secretary of the Board of Directors, the District's general counsel, Willatt & Flickinger, PLLC the District's engineer, Murfee Engineering Company, Inc., and the District's financial advisor, Specialized Public Finance Inc., are authorized and directed to do any and all things necessary and proper in connection with this application.

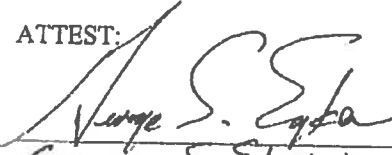
Section 4. A certified copy of this Resolution shall constitute an application and request on behalf of the District to the Commission pursuant to Section 49.181, Texas Water Code, for approval of the project described in Section 1(1) and of the bonds described in Section 1(2).

PASSED AND APPROVED this 21st day of April, 2020.



Nathan Neese, President
Reunion Ranch WCID

ATTEST:



George S. Sykes Assistant Secretary
Reunion Ranch WCID

(SEAL)



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Kelly Schmidt, Parks & Community Services Director

DSRP Meeting Date: December 2, 2020

Agenda Item Wording: Discuss and consider approval of Eagle Scout Project to donate the Design, Funding, Construction/Installation of a Chimney Swift Tower at DSRP.

Agenda Item Requestor: Kelly Schmidt

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.

Alexander Seshan has approached the city with a request to have the Parks and Community Services department and more specifically Dripping Springs Ranch Park to be the beneficiary of his Eagle Scout Project. Details and specifics of his project are attached as supplemental information to this report.

Alexander has reached out to DSRP's Master Naturalist representative Connie Boltz whom advised him on the selection of his project.

Staff Recommendation: Staff recommends approval as presented.

Attachments:

1. Navigating the Eagle Scout Service Project
2. Eagle Scout Presentation
3. Completed Donation Form
4. Eagle Scout Proposal
5. Construction Materials List (Home Depot)

Next Steps/Schedule: Present to Parks & Recreation Commission December 7, 2020, and present to City Council December 8, 2020



Chimney Swift Tower DSRP

Alexander Seshan, Life Scout Troop 280, Freshman at DSHS

Background on the Chimney Swift

The Chimney Swift is a threatened species of bird that eats harmful and invasive insects, such as the red imported fire ant and the clover leaf curculio. The Chimney Swifts need towers because like all swifts they cannot perch. They can only climb vertical surfaces, so their nests have to be vertical like the picture below.



The Chimney Swift Tower

The chimney swift tower is designed such that the chimney swift can fly down into the tower and build a nest on the inner sides of the tower. The tower has to be firmly in the ground. The tower must have protective side railing to prevent predators or humans from knocking the eggs down. The tower that I am proposing to build would be 12 ft. tall.

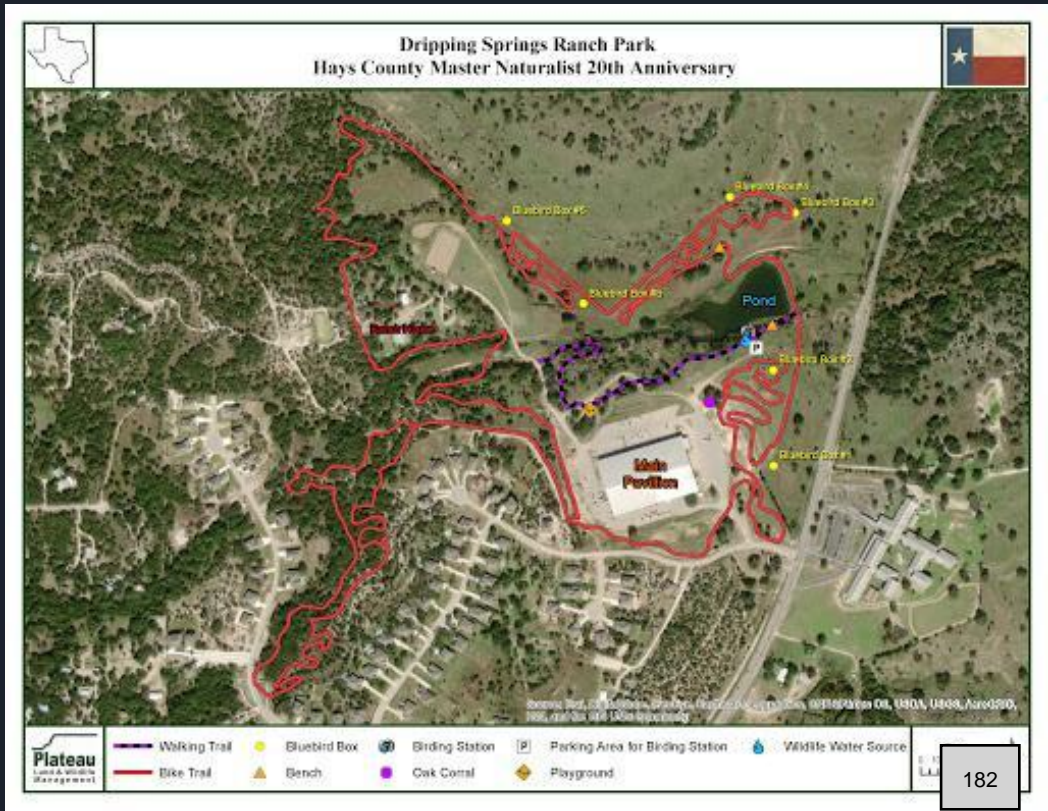


Dripping Springs Ranch Park

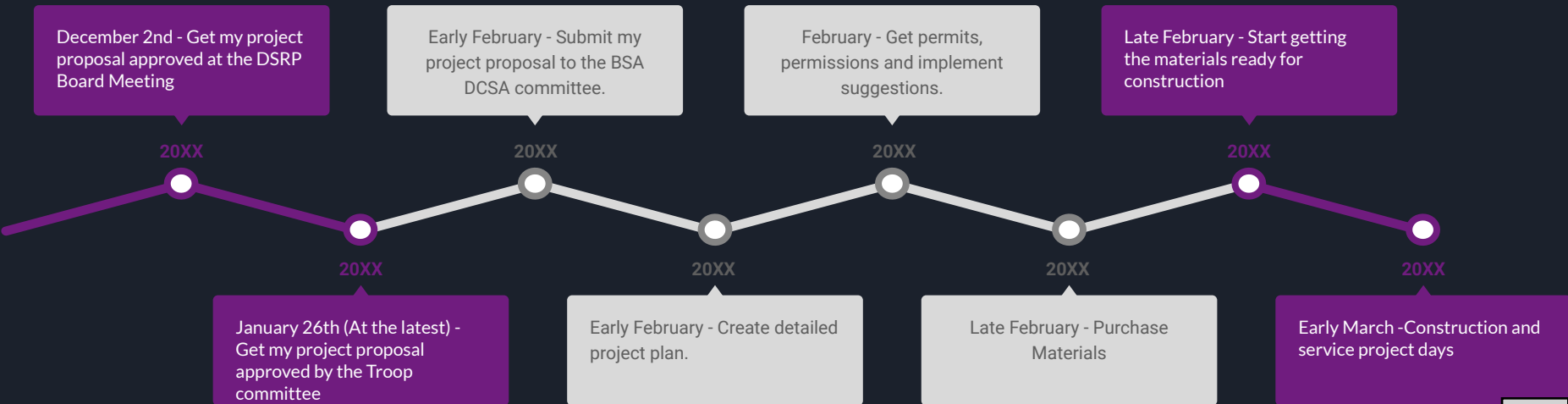
A map of DSRP



A bird viewing station at DSRP



A bluebird box at DSRP





Eagle Scout Service Project Proposal



BOY SCOUTS OF AMERICA®

Eagle Scout candidate's full legal name Alexander Kurian Seshan

Eagle Scout Service Project Name DSRP Chimney Swift Tower

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 the Boy Scouts of America.) The 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.

Meeting the Five Tests of an Acceptable Eagle Scout Service Project

Your proposal must be prepared first. It is an overview, but also the beginnings of planning. It must show your unit leader, unit committee, and council or district that your project can meet the following tests.

1. **It provides sufficient opportunity to meet the Eagle Scout service project requirement.** You must show that planning, development, and leadership will take place; and how the three factors will benefit a religious institution, a school, or your community.
2. **It appears to be feasible.** You must show the project is realistic for you to carry out.
3. **Safety issues will be addressed.** You must show you have an understanding of what must be done to guard against injury, and what will be done if someone gets hurt.
4. **Action steps for further detailed planning are included.** You must make a list of the key steps you will take to make sure your plan will have enough details so it can be carried out successfully.
5. **You are on the right track with a reasonable chance for a positive experience.**

When completing your proposal you only need enough detail to show a reviewer that you can meet the tests above. If showing that you meet the tests requires a lengthy and complicated proposal, your project might be more complex than necessary. Remember, the proposal is only the *beginnings* of planning. Most of your planning will come with the next step, preparation of your project plan.

If your project does not require materials or supplies, etc., simply mark those spaces “not applicable.” As a reminder, do not begin any work, or raise any money, or obtain any materials, until your project proposal has been approved.

Consider also, that if you submit your proposal too close to your 18th birthday, it may not be approved in time to finish planning and executing the project.

Working with Your Project Beneficiary

On the last two pages of this workbook there is an information sheet called, “Navigating the Eagle Scout Service Project.” This is for you to print and give to the religious institution, school, or community that will benefit from your efforts. You should do this as part of your first meeting with your beneficiary and use the sheet to help explain how the Eagle Scout service project works. Be sure to read it carefully so you can explain what it says.

“Navigating the Eagle Scout Service Project” will help you communicate a number of things to your beneficiary. For example, it provides thanks and congratulations for accepting the project; and it gives some background, discusses the requirements, and points out the responsibilities connected with approving your project proposal. It also explains that the beneficiary has the right to review, and also to require changes in your project plan.

Again, be sure to read carefully “Navigating the Eagle Scout Service Project” so you will have a full understanding of the role of your beneficiary.

Next Step: Your Project Plan

Once your proposal is approved, you are **strongly encouraged** to prepare your project plan using the form in this workbook. Doing so increases the likelihood your project will be approved at your Eagle Scout board of review. As you begin preparing it, you should meet with a project coach. Check with the person who handled the approval of your project proposal to learn how coaches are designated in your community.

Your designated coach can help you avoid the common pitfalls associated with Eagle Scout service projects and be a big part of your success. You may also want to talk to your unit leader. There may be adults in your troop who are experts in conducting the kind of project you are planning. It's ok for you to work with them as well. The more coaching you get, the better your results will be.

Beginning Work on Your Project

Once your proposal has been fully approved and you have finished your project planning, only then, may you begin work on your project.

Contact Information

Item # 4.

Eagle Scout candidates should know who is involved, but contact information may be more important to unit leaders and others in case they want to talk to one another. While it is recognized that not all the information will be needed for every project, Scouts are expected to provide as much as reasonably possible. Approval representatives must understand, however, that doing so is not part of the service project requirement.

Eagle Scout Candidate

Name: Alexander Kurian Seshan		Birth date: 4/29/06	
Email address: alexander.seshan@outlook.com		BSA PID number*: 132539803	
Address: 324 Sand Hills Ln.	City: Dripping Springs	State: Texas	Zip: 78737
Preferred telephone(s): 512-917-1072		Life board of review date:	

* BSA PID No., found on the BSA membership card

Current Unit Information

Check one: <input checked="" type="checkbox"/> Troop <input type="checkbox"/> Crew <input type="checkbox"/> Ship	Unit Number: 280
Name of District: Sacred Springs	Name of Council: Capitol Area Council

Unit Leader Check one: Scoutmaster Crew Advisor Skipper

Name: Jaime Mitchell		Preferred telephone(s): 512-461-1596	
Address: 315 Moss Rose Ln.	City: Driftwood	State: Texas	Zip: 78619
Email address: jaime.mitchell28@gmail.com			

Unit Committee Chair

Name: Heather Evans		Preferred telephone(s): 512-796-5367	
Address: 120 Greenridge Ln.	City: Dripping Springs	State: Texas	Zip: 78620
Email address: hevans311@gmail.com			

Unit Advancement Coordinator (If your unit has one)

Name: Donna Clark		Preferred telephone(s): 512-584-9681	
Address: 8409 Meadowview Drive	City: Austin	State: Texas	Zip: 78737
Email address: dschmelt@earthlink.net			

Project Beneficiary (Name of religious institution, school, or community)

Name: City of Dripping Springs, Parks and Rec.		Preferred telephone(s): 512-858-4725	
Address: 511 Mercer Street	City: Dripping Springs	State: Texas	Zip: 78620
Email address: kscheidt@cityofdrippingssprings.com			

Project Beneficiary Representative (Name of contact person for the project beneficiary)

Name: Kelly Schmidt		Preferred telephone(s): 512-894-2400	
Address: 511 Mercer Street	City: Dripping Springs	State: Texas	Zip: 78620
Email address: kscheidt@cityofdrippingssprings.com			

Your Council Service Center

Contact name: Marisol Gonzales		Preferred telephone(s): 512-926-6363	
Address: 12500 North IH 35	City: Austin	State: Texas	Zip: 78753

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: William Jackson		Preferred telephone(s): 831-750-0223	
Address:	City:	State: Texas	Zip:
Email address: wrejack@earthlink.net			

Project Coach (Your council or district project approval representative may help you learn who this will be.)

Name: Nathan Miller		Preferred telephone(s): 512-748-4995	
Address: 169 Sullivan Ridge	City: Dripping Springs	State: Texas	Zip: 78620
Email address: natehelp@yahoo.com			

Project Description and Benefit

Briefly describe your project.

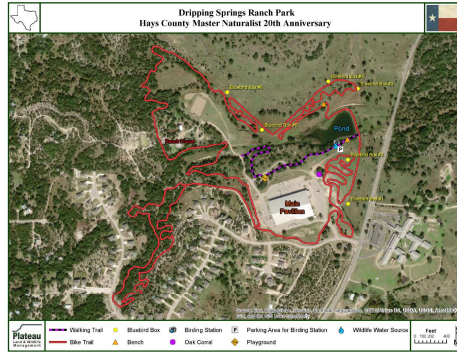
I will be building a chimney swift tower at DSRP. A suggestion by a Hays County Master Naturalist.

Attach sketches or "before" photographs if these will help others visualize the project.

Please click below to add images (JPEG, JPG, BMP, GIF, TIF, PNG, etc.)



Empty



Empty

Tell how your project will be helpful to the beneficiary. Why is it needed?

Chimney Swift towers will attract chimney swifts which are a threatened species. They also eat bugs that are harmful to the environment. The swift also eats invasive species such as the red imported fire ant and the clover leaf curculio.

When do you plan to begin carrying out your project? As soon as I get permission from the Parks and Rec committee.

When do you think your project will be completed? Depending on when I get approved, late March early April

Giving Leadership

Approximately how many people will be needed to help on your project? At least 6 but I could use the whole troop.

Where will you recruit them (unit members, friends, neighbors, family, others)? Explain:

From my troop and my family members will also help. Some of my friends might also attend when I invite them.

What do you think will be most difficult about leading them?

Having multiple people cooperate on the same task.

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 need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required. For example, for lumber, include basic dimensions such as 2 x 4 or 4 x 4.

In attached file. (These are uncut and some of them we would have to cut)

Supplies

Supplies are things you use up, such as food and refreshments, gasoline, masking tape, tarps, safety supplies, and garbage bags.

What kinds of supplies, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required.

Bottles of water, snacks, tarps, trash bags, tape measure, working gloves, goggles and scrappy clothes. Lunch would be provided

Tools

Include tools, and also equipment, that will be borrowed, rented, or purchased.

What tools or equipment, if any, will you need? You do not need a detailed list, but you must show you have a reasonable idea of what is required.

Hammer, square, drill/screwdriver, saw, cement mixer.

Other Needs

Items that don't fit the above categories; for example, parking or postage, or services such as printing or pouring concrete, etc.

What other needs do you think you might encounter?

I need a way to transport 1600 Lbs. of quick dry cement.
I need enough scouts or adults that are old enough to use a drill and table saw.

Permits and Permissions

Note that property owners should obtain and pay for permits.

Will permissions or permits (such as building permits) be required for your project? Who will obtain them? How long will it take?

I need permission from the DS Parks and Rec committee which I will obtain in order to go through with the project.

Preliminary Cost Estimate

You do not need exact costs yet. Reviewers will just want to see if you can reasonably expect to raise enough money to cover an initial estimate of expenses. Include the value of donated material, supplies, tools, and other items. It is not necessary to include the value of tools or other items that will be loaned at no cost. Note that if your project requires a fundraising application, you do not need to submit it with your proposal.

Enter estimated expenses below: <i>(Include sales tax if applicable)</i>		Fundraising: Explain how you will raise the money to pay for the total costs. If you intend to seek donations of actual materials, supplies, etc., then explain how you plan to do that, too.
Materials:	\$650.00	
Supplies:	\$150.00	
Tools:		
Other:		
Total costs:	\$800.00	

Project Phases

Think of your project in terms of phases, and list what they might be. The first may be to prepare your project plan. Other phases 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; brief, one line descriptions are sufficient.

1. Planning - Planning out the how, where, why, and who
2. Preparing - Looking at materials and supplies, going into deeper researching
3. Paperwork - Getting all papers signed and filled out so the project is ready to move.
4. Groundwork - Getting everything ready to bring to DSRP, eg. cutting lumber
5. Framework - Bringing everything to DSRP and getting a working area set up
6. Building - Putting everything together and getting the chimney swift tower up
7. Inspection - Getting inspected by the Parks and Rec Committee, making sure everything is good
8. Completion - Filling out the ending paperwork and closing out the project

Logistics

How will you handle transportation of materials, supplies, tools, and helpers?

Because of Corona there will be no car pooling so everyone will drive to DSRP which is a fairly short drive from the Parish Hall. I will bring the materials, supplies and tools in cars and I might have to ask to borrow trucks from a troop member to make it in 1 trip, if I'm not able to get a truck I'll take a couple trips to bring everything in a car.

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.

We will be using saws, drills and drivers which require gloves and glasses.

We are also operating during a pandemic so attendees will have to bring a mask along with gloves.

Make sure to wear closed toed shoes and stay hydrated because we will most likely be working in the sun depending on the weather.

Project Planning

You do not have to list every step, but it must be enough to show you have a reasonable idea of how to prepare your plan.

List some action steps you will take to prepare your project plan. For example "Complete a more detailed set of drawings."

Get a good idea of where exactly in DSRP the Chimney Swift tower will be.

Draw a blueprint of the tower and where it goes.

Get a list of all the materials that I'll need.

Candidate's Promise* *Sign below before you seek the other approvals for your proposal.*

On my honor as a Scout, I have read this entire workbook, including the "Message to Scouts and Parents or Guardians" on page 5. 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 Alexander Kurian Date 11/22/2020

*Remember: Do not begin any work on your project, or raise any money, or obtain any materials, until your project proposal has been approved.

Unit Leader 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.

Signed _____ Date _____

Name (Printed)

Unit Committee Approval*

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 _____

Name (Printed)

Beneficiary 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 fund raising the Scout conducts will be in our name and that funds left over will come to us if we are allowed to accept them. We will provide receipts to donors as required.

Our Eagle candidate has provided us a copy of "Navigating the Eagle Scout Service Project, Information for Project Beneficiaries."

Yes No

Signed _____ Date _____

Name (Printed)

Council or District Approval

I have read topics 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 prepare a project plan and share it with the designated project coach.

Signed _____ Date _____

Name (Printed)

While it makes sense to obtain approvals in the order they appear, there shall be no required sequence for the order of obtaining those approvals marked with an asterisk (). Council or district approval, however, must come after the others.
















Chimney Swift Tower (NATARAJAN Shared a List with You)
















Item # 4.







Item availability and in-store pricing is based on the Dripping Springs store.

List Subtotal: **\$635.52**

List Items: **20**

Item	How To Get It	Qty	Price
	<p>Amerimax Home Products 10 in. x 10 ft. Mill Finish Aluminum Roll Valley Flashing</p> <p>SKU # 566802 Model # 68310 Internet # 100054269</p>	<p><input checked="" type="checkbox"/> Shipping unavailable <input checked="" type="checkbox"/> Pick it up today 7 In Stock</p> <p> Aisle: 20 Bay: 008</p>	<p>1 \$6.90</p>
	<p>R-Matte Rmax R-Matte Plus-3 3/4 in. x 4 ft. x 8 ft. R- 5 Polyisocyanurate Rigid Foam Insulation Board</p> <p>SKU # 464947 Model # W-N5075X Internet # 100317820</p>	<p><input checked="" type="checkbox"/> Shipping unavailable <input checked="" type="checkbox"/> Pick it up today 92 In Stock</p> <p> Aisle: BW Bay: 003</p>	<p>2 \$15.77</p>
	<p>Zinsser Bulls Eye 1-2-3 26 oz. Turbo White Interior/Exterior Primer Spray (6-Pack)</p> <p>SKU # Model # 343746 Internet # 307939812</p>	<p><input checked="" type="checkbox"/> Free shipping with \$45.00 order <input checked="" type="checkbox"/> Not sold in stores</p>	<p>1 \$61.26</p>
	<p>Rust-Oleum Stops Rust 12 oz. Protective Enamel Satin Almond Spray Paint (6- Pack)</p> <p>SKU # Model # 7758830 Internet # 204772396</p>	<p><input checked="" type="checkbox"/> Out of stock online <input checked="" type="checkbox"/> Not sold in stores</p>	<p>1 \$25.62</p>
	<p>WeatherShield 1 in. x 4 in. x 12 ft. Ground Contact Pressure-Treated Board</p> <p>SKU # 1001753958 Model # 253915 Internet # 206973905</p>	<p><input checked="" type="checkbox"/> Shipping unavailable <input checked="" type="checkbox"/> Pick it up today 297 In Stock</p> <p> Aisle: 22 Bay: 002</p>	<p>11 \$6.57</p>
	<p>Quikrete 80 lb. Concrete Mix</p> <p>SKU # 169765 Model # 110180 Internet # 100318511</p>	<p><input checked="" type="checkbox"/> Shipping unavailable <input checked="" type="checkbox"/> Pick it up today 674 In Stock</p>	<p>20 \$3.90</p>
	<p>Everbilt 1-1/2 in. x 72 in. Plain Steel Angle with 1/8 in. Thick</p> <p>SKU # 365882 Model # 800957 Internet # 204225776</p>	<p><input checked="" type="checkbox"/> Free shipping with \$45.00 order <input checked="" type="checkbox"/> Pick it up today 1 In Stock</p> <p> Aisle: 14 Bay: 020</p>	<p>4 \$19.91</p>
	<p>WeatherShield 2 in. x 2 in. x 8 ft. #1 Pressure-Treated Lumber</p> <p>SKU # 302477 Model # 302477 Internet # 100023713</p>	<p><input checked="" type="checkbox"/> Shipping unavailable <input checked="" type="checkbox"/> Pick it up today 32 In Stock</p> <p> Aisle: 22 Bay: 001</p>	<p>1 \$3.88</p>

Item		How To Get It	Qty	Price	Item # 4.
	<p>3/4 in. x 2 ft. x 4 ft. Pressure-Treated Plywood</p> <p>SKU # 834001 Model # 205960 Internet # 205603712</p>	<p><input checked="" type="checkbox"/> Shipping unavailable</p> <p><input checked="" type="checkbox"/> Pick it up today</p> <p>18 In Stock</p> <p> Aisle: 21 Bay: EC1</p>	2	\$21.49	
	<p>328 ft. 16-Gauge Rebar Tie Wire</p> <p>SKU # 572365 Model # 370572 Internet # 309328852</p>	<p><input checked="" type="checkbox"/> Shipping unavailable</p> <p><input checked="" type="checkbox"/> Pick it up today</p> <p>54 In Stock</p> <p> Aisle: 19 Bay: 002</p>	1	\$6.97	
	<p>3/8 in. x 1 ft. #3 Rebar</p> <p>SKU # 962945 Model # 547360 Internet # 202090383</p>	<p><input checked="" type="checkbox"/> Shipping unavailable</p> <p><input checked="" type="checkbox"/> Pick it up today</p> <p>303 In Stock</p> <p> Aisle: 19 Bay: 002</p>	8	\$1.15	
	<p>3/8 in. x 4 ft. Rebar</p> <p>SKU # 783112 Model # 370564 Internet # 309328809</p>	<p><input checked="" type="checkbox"/> Shipping unavailable</p> <p><input checked="" type="checkbox"/> Pick it up today</p> <p>35 In Stock</p> <p> Aisle: 19 Bay: 002</p>	16	\$2.97	
	<p>2 in. x 3 in. x 24 in. White Grade Stake Box</p> <p>SKU # 466685 Model # 466685 Internet # 202073829</p>	<p><input checked="" type="checkbox"/> Shipping unavailable</p> <p><input checked="" type="checkbox"/> Pick it up today</p> <p>54 In Stock</p> <p> Aisle: 19 Bay: 001</p>	6	\$8.98	
	<p>2 in. x 4 in. x 8 ft. #2 Ground Contact Pressure-Treated Lumber</p> <p>SKU # 1001753849 Model # 106147 Internet # 206970948</p>	<p><input checked="" type="checkbox"/> Shipping unavailable</p> <p><input checked="" type="checkbox"/> Pick it up today</p> <p>441 In Stock</p> <p> Aisle: 17 Bay: 002</p>	2	\$4.17	
	<p>2 in. x 10 in. x 8 ft. #2 Prime or Better Ground Contact Pressure-Treated Lumber</p> <p>SKU # 1001754013 Model # 166298 Internet # 206964278</p>	<p><input checked="" type="checkbox"/> Shipping unavailable</p> <p><input checked="" type="checkbox"/> Pick it up today</p> <p>89 In Stock</p> <p> Aisle: 22 Bay: 002</p>	2	\$12.98	
	<p>Prime-Line #10 X 3/4 in. Zinc Plated Steel Slotted Drive Hex Washer Head Self-Tapping Sheet Metal Screws (75-Pack)</p> <p>SKU # Model # 9025438 Internet # 311371854</p>	<p><input checked="" type="checkbox"/> Free shipping with \$45.00 order</p> <p><input checked="" type="checkbox"/> Not sold in stores</p>	1	\$11.91	

Item	How To Get It	Qty	Price	Item # 4.
 <p data-bbox="478 142 829 400"> Grip-Rite #6 x 1-1/4 in. Philips Bugle-Head Coarse Thread Sharp Point Polymer Coated Exterior Screw (1 lb./Pack) SKU # 131536 Model # PTN114S1 Internet # 100170151 </p>	<p data-bbox="1031 142 1325 181">✘ Shipping unavailable</p> <p data-bbox="1031 189 1257 228">✔ Pick it up today</p> <p data-bbox="1031 237 1205 276">52 In Stock</p> <p data-bbox="1289 237 1465 341">  Aisle: 14 Bay: 007 </p>	2	\$8.57	
 <p data-bbox="478 468 793 676"> Grabber #8 x 3 in. Bugle Head Phillips Wood Deck Screws (25-Pack) SKU # 1002627211 Model # 21615 Internet # 302442247 </p>	<p data-bbox="1031 468 1465 507">✔ Free shipping with \$45.00 order</p> <p data-bbox="1031 516 1276 555">⚠ Not at your store</p> <p data-bbox="1079 563 1423 602">Free ship to store for pickup</p>	2	\$4.98	
 <p data-bbox="478 774 793 1062"> Phillips II Plus #9 2 in. Phillips-Square Flat-Head Wood Deck Screws (1 lb.-Pack) SKU # Model # 15200 Internet # 203878170 </p>	<p data-bbox="1031 774 1465 813">✔ Free shipping with \$45.00 order</p> <p data-bbox="1031 822 1283 860">✘ Not sold in stores</p>	1	\$7.58	
 <p data-bbox="478 1101 829 1389"> Plytanium Plywood Siding Panel T1-11 8 IN OC (Nominal: 19/32 in. x 4 ft. x 8 ft. ; Actual: 0.563 in. x 48 in. x 96 in.) SKU # 915440 Model # 113699 Internet # 100000016 </p>	<p data-bbox="1031 1101 1325 1139">✘ Shipping unavailable</p> <p data-bbox="1031 1148 1257 1187">✔ Pick it up today</p> <p data-bbox="1031 1196 1205 1234">21 In Stock</p> <p data-bbox="1289 1196 1465 1329">  Aisle: 16 Bay: 001 </p>	1	\$34.97	

List Subtotal: **\$635.52**

List Items: **20**

Attachment A

City of Dripping Springs
Donation Form

Date Form Completed: 11/22/20

Name of Donor: Alexander Seshan

Address of Donor: 324 Sand Hills Ln.

Name of Donor's Representative (if different than Donor):

Phone Number of Donor: 512-917-1072

Email Address of Donor:

alexander.seshan@outlook.com

Project for which Donation is made: Eagle Scout Project

Is this a Donation of: Labor/In-Kind Services? Cash? ___ Materials? ___ Other? A chimney swift tower built

State the estimated completion date of project: Late March Early April

Description of Donation: A Chimney

Actual or Approximate Value of Donation (including cost of materials and time): Around 1000\$ and at least 150 hours of time.

Method value was determined (e.g., actual, retail/wholesale, appraisal, fair market value, other): Home Depot Prices

Printed Name of Donor's Authorized Signee: Alexander Seshan

Title of Authorized Signee: Life Scout

Signature of Authorized Signee: alexander seshan

Date Signed: 11 / 22 / 20

City Use Only:

Donation Agreement Required: ___ Yes ___ No

City Administrator Approval: ___ Yes ___ No

Commission/Board Approval: ___ Yes ___ No

City Council Approval: ___ Yes ___ No

ACCEPTED ON BEHALF OF THE CITY: ___ / ___ / ___

by: _____



Navigating the Eagle Scout Service Project

Information for Project Beneficiaries

Thank You and Congratulations

Congratulations on your selection as an Eagle Scout service project beneficiary, and thank you for the opportunity you are making available to an Eagle Scout candidate. Support from community organizations is important to Scouting—just as important as Scouting’s contributions are to the community. Scouts provide important services, and benefiting organizations such as yours provides a vehicle for personal growth.

The Eagle Scout Rank and the Service Project

Service to others is an important part of the Scout Oath: “... to help other people at all times.” Each year tens of thousands of Scouts strive to achieve the coveted Eagle Scout rank by applying character, citizenship, and Scouting values in their daily lives. One of the rank requirements is to *plan, develop, and give leadership to others in a service project helpful to any religious institution, school, or community*. Through this requirement, Scouts practice what they have learned and gain valuable project management and leadership experience.

Typical Projects

There are thousands of possible Eagle Scout projects. Some involve building things, and others do not. There have been all kinds: making birdhouses for an arboretum, conducting bicycle safety rodeos, constructing park picnic tables or benches, upgrading hiking trails, planting trees, conducting well-planned blood drives, and on and on. Other than the general limitations noted below, there are no specific requirements for project scope or for how many hours are worked, and there is no requirement that a project have lasting value. What is most important is the *impact or benefit* the project will provide to your organization. In choosing a project, remember it must be something a group with perhaps limited skills can accomplish under the leadership of your Eagle Scout candidate. In order to fulfill the requirement, the *Scout* must be the one to lead the project. Therefore, it is important that you work with the Scout and not with the Scout’s parents or leaders.

Project Restrictions and Limitations

- Fundraising is permitted only for facilitating a project. Efforts that primarily collect money, even for worthy charities, are not permitted.
- Routine labor, like a service Scouts may provide as part of their daily lives such as mowing or weeding a church lawn, is not normally appropriate. However, if project scale and impact are sufficient to require planning and leadership, then it may be considered.
- Projects are not to be of a commercial nature or for a business, though some aspects of a business operation provided as a service, such as a community park, may qualify.
- The Scout is not responsible for any maintenance of a project once it is completed.

Approving the Project Proposal and Project Scheduling

Once a potential project is identified, you must approve your Scout’s proposal. Regular communications with the Scout can make this quick and easy, but be sure you have both discussed and considered all aspects of the project to ensure your Scout has a clear understanding of your expectations and limitations. Keep in mind the Scout’s proposal is merely an overview—not a comprehensive plan.

Some projects may take only a few weeks or months to plan and carry out, while others may take longer. Scouts working toward the Eagle rank are typically busy, so scheduling flexibility may be important. The proposal must also have several approvals, besides yours, before project planning occurs and work begins. Therefore, if a proposed project must be completed by a certain rapidly approaching date, it may be a good idea to consider something different. Remember, too, that all work must be completed before the Scout’s 18th birthday.

Approving Project Plans

After the proposal is approved by the BSA local council, your Scout must develop a plan for implementing the project. Before work begins, you should ask to see the plan. It may come in any format you desire or are willing to accept. It could even be a detailed verbal description. That said, the BSA includes a “Project Plan” form in your *Scout’s Eagle Scout Service Project Workbook*, and we recommend that you ask your Scout to use it. If in your plan review you have any concerns the project may run into trouble or not produce the results you want, do not hesitate to require improvements *before* work begins.

Permits, Permissions, and Authorizations

- If the project requires building permits, etc., your Scout needs to know about them for planning purposes. However, your organization must be responsible for all permitting. This is not a duty for the Scout.
- Your organization must sign any contracts.
- If digging is involved, it is your responsibility to locate, mark, and protect underground utilities as necessary.
- If you need approval from a committee, your organization’s management, or a parent organization, etc., be sure to allow additional time and let the Scout know if their help is needed.

Funding the Project

Eagle service projects often require fundraising. Donations of any money, materials, or services must be preapproved by the BSA unless provided by your organization; by the Scout or the Scout’s parents or relatives; or by the Scout’s unit or its chartered organization. The Scout must make it clear to donors or fundraising event participants that the money is being raised on the project beneficiary’s behalf, and that the beneficiary will retain any leftover funds. If receipts are needed, your organization must provide them. If your organization is not allowed to retain leftover funds, you should designate a charity to receive them or turn them over to your Scout’s unit.

Supervision

To meet the requirement to “give leadership to others,” your Scout must be given every opportunity to succeed independently without direct supervision. The Scout’s unit must provide adults to assist or keep an eye on things, and your organization should also have someone available. The Scout, however, *must* provide the leadership necessary for project completion without adult interference.

Safety

Through the proposal and planning process, the Scout will identify potential hazards and risks and outline strategies to prevent and handle injuries or emergencies. Scouts as minors, however, *cannot be held responsible for safety*. Adults must accept this responsibility. Property owners, for example, are responsible for issues and hazards related to their property or employees and any other individuals or circumstances they would normally be responsible for controlling. If during project execution you have any concerns about health and safety, please share them with the Scout and the unit leaders so action may be taken. If necessary, you may stop work on the project until concerns are resolved.

Project Completion and Approval

After the project has been completed, your Scout will ask for your approval on their project report. The report will be used in the final review of the Scout’s qualifications for the Eagle Scout rank. If the Scout has met your reasonable expectations, you should approve the project; if not, you should ask for corrections. This is not the time, however, to request changes or additions beyond what was originally agreed.

The Eagle Scout service project is an accomplishment a Scout will always remember. Your reward will be a helpful project and, more important, the knowledge you have contributed to a young Scout’s growth.



DONATION AGREEMENT

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 Alexander Seshan 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 its 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. Types of Donations Generally

- (1) The City will accept most types of Donations if a Donation Form is filled out upon conveyance of a donation to the City.
- (2) The City is not legally able to own stock. As such, any donation of stock will be liquidated and turned into cash or another liquid asset, and treated as a monetary donation.
- (3) The City will not accept any type of Donation that the City Administrator, Deputy City Administrator, or Mayor (or City Council as provided below) deem is not beneficial to the City.

D. Donation Form

Upon conveyance of a Donation of any type to the City, Donor agrees to fill out a Donation Form (*Attachment "A"*).

E. Conveyance of Donation

Except for Donations of Land, the City will only accept Donations along with the requisite Donation Form presented to the City Administrator, Deputy City Administrator, or the Mayor at City Hall during normal City Hall hours.

F. City Council Approval

All Donations of Land will only be accepted upon City Council approval.

G. Accounting for Donation

The City will account for this Donation through a mechanism determined by the City.

H. 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.

I. Donation Amount

- (1) By signing this Agreement Donor is acknowledging that:
- (2) The amount of the Donation is approximately \$1000.00 (e.g., one thousand dollars (\$1,000.00)) or greater;
- (3) The anticipated cost for the entire project proposed as the subject of the Donation is estimated to exceed \$1000.00 (e.g., one thousand dollars (\$1,000.00) inclusive of all funding); and/or
- (4) The project proposed as the subject of the Donation is anticipated 30 days (e.g., between three (3) to six (6) months or more) to reach substantial completion; and
- (5) The Donation does not unnecessarily burden the City or unreasonably encumber the funds contributed.

J. 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; and
 - d. Provide documentation specifically listing all gifts that the Donation will include; and;
 - 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.

K. Criteria for Acceptance

The City shall favorably consider accepting Donations if (in the sole discretion of the City) the intended bequeath satisfies one or more of the following criterions:

- (1) The Donation furthers a Project that has been approved by the City Council in the form of a long-term master or comprehensive plan (of some sort).
- (2) The Donation furthers a Project that is necessitated by a documented need to comply with county, state or federal regulations.
- (3) There is broad political or public support for the Donation and the Project.
- (4) The Project provides for the facilitation of cooperation between multiple civic groups, charitable organizations and/or political subdivisions.
- (5) The City has adequate human resources to maintain and operate the Project.

- (6) The Project will not pose a realistic threat to the public health, safety or welfare, or create an unreasonable source of legal liability for the City.
- (7) The Donation will not pose an undue, continuing financial burden on the City, a result of which is to create a public obligation that outweighs the public benefits.

L. Contact Information

- (1) Donor will at all times maintain the following points of contact:

Donor: Alexander Seshan
 Phone: 512-917-1072
 E-Mail: alexander.seshan@outlook.com
 Mailing Address: 324 Sand Hills Ln., 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
 Email: mfischer@cityofdrippingsprings.com
 Mailing Address: PO Box 384
 Dripping Springs, Texas 78620-0384

M. Term

The term of this Agreement shall be executed by January 30, 2021 unless otherwise agreed to in writing by both parties through an amendment to this Agreement.

N. Termination

Either Party may terminate the agreement at hand, for any reason, with 30 days written notice to the other Party.

O. Effective date

This agreement takes effect as soon as it is signed by both Parties and approved by City Council.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. Amendments

This Agreement may be amended only by an instrument in writing signed by the City and Donor.

V. 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.

W. 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 herefrom.

X. 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.

Executed this, the ____ day of _____ 2020.

CITY OF DRIPPING SPRINGS:

DONOR:

Bill Foulds, Jr., Mayor

Alexander Seshan

ATTACHMENT "A"

Donation Form

The City of Dripping Springs Mobile Testing Agreement

WHEREAS, the **The City of Dripping Springs** wishes to launch additional COVID testing programs within the city that are generally available to the public; and

WHEREAS, Curative Inc. (“Vendor”), is in the process of completing a self-serve (pilot phase, subject to modifications) to the public Kiosk for COVID testing; and

WHEREAS, **The City of Dripping Springs** has agreed to allow testing to take place at its property at **The City of Dripping Springs** and give access to the Vendor for the duration of the agreement

WHEREAS, Vendor and the **The City of Dripping Springs** (together, the “Parties”) wish to collaborate on such COVID testing;

Subject to the terms and conditions below, **The City of Dripping Springs**, at no charge to Vendor, shall provide a public area for placement of Vendor supplied kiosk, and Vendor shall supply such van, at no charge to **The City of Dripping Springs** on the following days: **December 1, 2020 to April 1, 2021**. The site will be in operation from 8am-6pm on a set schedule each week. The schedule will be provided to the City at least fourteen (14) days in advance for each week. This agreement may be extended by the City and Curative for ninety (90) days with approval of the City Administrator and Curative.

1. Vendor shall comply with all **The City of Dripping Springs** property and facility rules and regulations.
2. Vendor shall be considered an independent contractor and neither the Vendor nor its workers or consultants shall, under any circumstances, be considered employees of the **The City of Dripping Springs** .
3. The **The City of Dripping Springs** shall not be liable for any damage caused by acts of nature, i.e. power failure, earthquake, flood, fire, explosion, theft, and vandalism to persons or properties in the space used by the vendor.
4. The Vendor agrees that all personal property upon the premises shall be at the risk of the Vendor, and that the **The City of Dripping Springs** shall not be liable for any damages, losses or theft thereof.
5. Vendor shall furnish all labor, services, materials, supplies, and equipment necessary to maintain the operation of the kiosk during hours defined by the Vendor.
6. Vendor shall secure and keep a general commercial insurance policy covering personal injury and property damage in the amount of not less than \$1 million per occurrence, \$2 million aggregate Vendor shall also secure and maintain workers' compensation insurance if Vendor has employees as required by State law.
7. Vendor shall only operate in the approved van location within the area specified by the **The City of Dripping Springs** . The specified location is Vetrans Mermorial Parking lot, located at 151E Mercer St. Dripping Springs, TX.

8. The **The City of Dripping Springs** will furnish electricity in such locations where these utilities now exist. All requests for use of these facilities and/or additional installations or any special needs must be made in writing to the college listing specific needs.

9. **The City of Dripping Springs** agrees to advertise and publicize the kiosk, and receive data from Vendor, and provide constructive feedback to Vendor. **The City of Dripping Springs** agrees to consult Curative regarding any advertisement, social media post, press release, or public commentary regarding the kiosk operation prior to publicizing or publication.

11. Kiosk and all intellectual property associated with such shall remain the sole and exclusive property of Vendor.

12. Upon the expiration or termination of this Agreement, Vendor shall remove all goods, belongings, and fixtures belonging to the Vendor, and shall leave the provided area, in the condition in which it was received, reasonable wear and tear expected. Either Party may terminate this Agreement by providing written notice to the other.

COMPLIANCE WITH LAWS

1. The Vendor shall comply with all applicable Federal, State, and local laws, rules, and regulations.

The City of Dripping Springs:

Signature:

Date:

Name and Title: _____

Curative Inc:

Signature:

Date:

Name and Title:

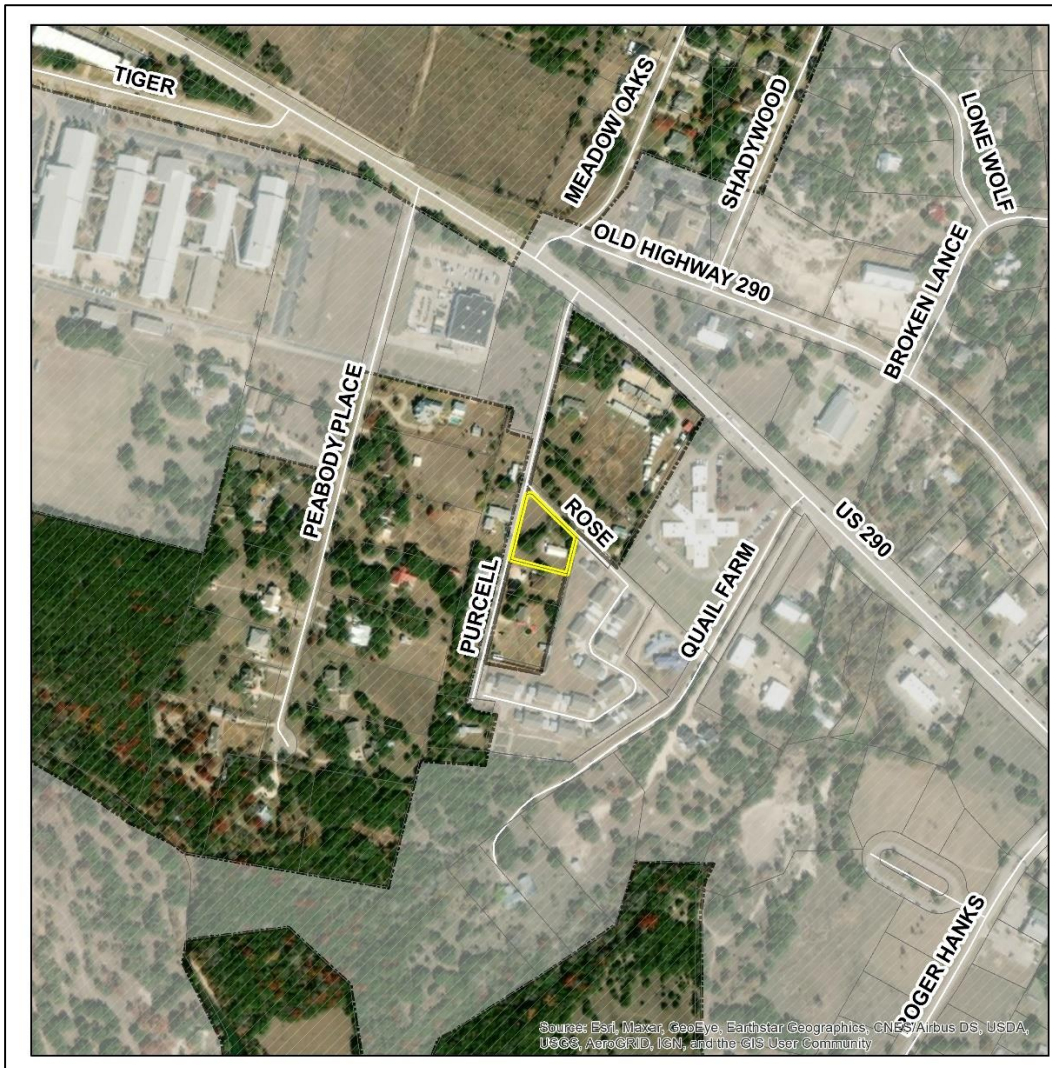


City Council Planning Department Staff Report

City Council Meeting: December 8, 2020
Project No: ANNEX2020-0004
Project Planner: Robyn Miga, Consulting Planner

Item Details

Project Name: Van Merkel Duplex Annexation
Property Location: 102 Rose Drive
Legal Description: Approximately .748 acres situated in the B.F. Hanna Survey No. 428, Hays County, Texas
Applicant: Dave Merkel and Fred Van Cura
Property Owner: Van Merkel, LLC
Request: Conduct a public hearing and consider action on an annexation request.



Overview

The applicant submitted a petition for annexation of this property. At the November 10, 2020 City Council meeting, Council moved to proceed with negotiating the service plan for the proposed annexation. The service agreement contains the same language as what the City uses for its service plans, with the exception of ensuring it was clear that this property is not located along public streets, therefore will not have road maintenance from the city, nor would the city be obligated to installing or maintaining street lights on the private streets.

The applicant has requested the Two Family Residential – Duplex (SF-4) Zoning for the site, which was unanimously recommended at the Planning & Zoning Commission on November 18, 2020, and is also an item for consideration next on the City Council agenda.

The following is the development process for the property:

Step 1. Annexation

The first step for development within the City Limits. Annexation does not guarantee a specific zoning district, or subdivision, site plan, and building permit approval. It does guarantee that most existing uses will be allowed to remain even if nonconforming if they were legal when implemented.

Step 2. Zoning

The applicant is proposing to add additional housing units to the property and will be proposing Two Family Residential – Duplex (SF-4). This requires a rezoning application which will be reviewed by P&Z and City Council for whether that zoning district is compatible with surrounding uses and the comprehensive plan.

Step 3. Subdivision

Subdivision (platting) of the land would be necessary if the applicant is proposing more than one structure. If the applicant intends the units to be on one lot, the applicant would need to rezone the property to allow for a multi-family use.

Step 4. Site Development

If the property contains more than one duplex residential house a site plan will be required for the lot. Site Plan does not guarantee building permit approvals, such as Septic (OSSF) approvals.

Step 5. Building permits

The applicant will need to apply for building permits and will need to contact the Building Department once all other approvals are met, if any.

Public Notification

A legal notice advertising the public hearing was placed in the Dripping Springs Century-News.

Meetings Schedule

November 10, 2020 – City Council moved forward with initiating the annexation

November 18, 2020 – Planning and Zoning Commission recommended approval of the rezoning request

December 8, 2020 - City Council Meeting, conduct a public hearing regarding the proposed annexation, and conduct a public hearing and consider action regarding the rezoning request.

Attachments

Exhibit 1: Annexation Petition

Exhibit 2: Service Agreement



CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

ANNEXATION APPLICATION

Case Number (staff use only): _____

CONTACT INFORMATION

PROPERTY OWNER NAME VAN MERKEL LLC / DAVE MERKEL / FRED VAN CURA
 STREET ADDRESS 102 ROSE DR.
 CITY DRIPPING SPRINGS STATE TX. ZIP CODE 78620
 PHONE 512-658-6776 EMAIL FASTFRED54@AOL.COM

APPLICANT NAME DAVE MERKEL / FRED VAN CURA
 COMPANY VAN MERKEL LLC
 STREET ADDRESS 490 OLD PARK RD.
 CITY DRIPPING SPRINGS STATE TX ZIP CODE 78620
 PHONE 512 350-3969 EMAIL DMERKEL3912@GMAIL.COM

TYPE OF ANNEXATION APPLICATION

PROPERTY OWNER(S) WITH ANNEXATION AGREEMENT (TEXAS LOCAL GOVERNMENT 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	ID# 00034611 VAN MERKEL LLC
PROPERTY ADDRESS	102 ROSE DR. DRIPPING SPRINGS, TX 78620
CURRENT LEGAL DESCRIPTION	A0222 BENJAMIN F. HANNA SURVEY, 7.78 ACRES
TAX ID#	R15132
CURRENT LAND USE	RESIDENTIAL
REQUESTED ZONING	SF-4 2-FAMILY RESIDENTIAL DUPLEX
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	TO BE IN CITY LIMITS TO BUILD TWO MORE DUPLEXES
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	TO BE ANNEXED INTO CITY LIMITS TO BUILD 2-MORE DUPLEXES.

APPLICANT'S SIGNATURE

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that FRED VAN CURA 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. 4092, Pg. 885.) NUMBER 11007548

[Signature]
Name

OWNER
Title

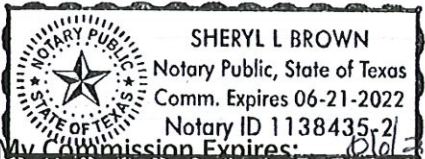
STATE OF TEXAS §

§

COUNTY OF HAYS §

This instrument was acknowledged before me on the 31st day of SEPTEMBER,

~~2020~~ 2021 by SHERYL L. BROWN



[Signature]
Notary Public, State of Texas

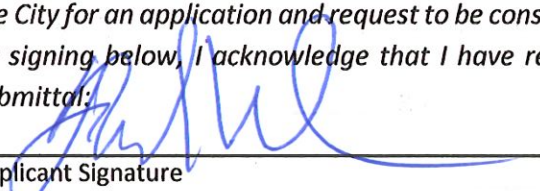
FRED VAN CURA
Name of Applicant

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



9-21-20

CHECKLIST

STAFF	APPLICANT	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	N/A	Agreement of All Owners with Signatures or Registered Voters (at least 50%) <u>PDF/Digital Copies of all submitted Documents</u>
<input type="checkbox"/>	N/A	When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input type="checkbox"/>	N/A	Zoning Application (if applicable)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GIS Data SURVEY
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	List of requested utilities or services (if any)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Maps
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	List of Current Uses
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request (attach extra sheets if necessary)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Information about proposed uses (attach extra sheets if necessary)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Public Notice Sign - (refer to Fee Schedule) \$25
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Ownership - Tax Certificate or Deed
<input type="checkbox"/>	N/A	Copy of any Agreements with City including Utility or Development (if applicable)
<input type="checkbox"/>	N/A	Information related to property's presence in a special district

**MUNICIPAL SERVICES AGREEMENT BETWEEN THE
CITY OF DRIPPING SPRINGS, TEXAS AND VAN MERKEL LLC**

This Municipal Services Agreement (“Agreement”) is entered into on 8th day of December 2020, by and between the City of Dripping Springs, Texas, a General Rule municipality of the State of Texas, (“City”) and Van Merkel 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 .748 acres of land situated in the Benjamin F Hanna Survey, Abstract No. 428, 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**

- i. 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

- i. 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

- i. 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

- i. The City does not own a municipal library. A community library is provided by the Dripping Springs Community Library.

e. ENVIRONMENTAL HEALTH & HEALTH CODE ENFORCEMENT SERVICES

- i. 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 & ZONING

- i. 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 & RECREATION

- i. 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 & DRAINAGE MAINTENANCE

- i. 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

- i. The City provides street lighting to public streets in the area in accordance with standard City Policy as the area develops.

j. TRAFFIC ENGINEERING

- i. 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 & DISPOSAL

- i. 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

- i. 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.

m. SEWER SERVICE

- i. 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

- i. 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, but 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.

CITY OF DRIPPING SPRINGS

By: _____
BILL FOULDS, JR.
MAYOR

Attest:

ANDREA CUNNINGHAM
CITY SECRETARY

State of Texas §
County of Hays §

This instrument was acknowledged before me on the _____ day of _____,
2020, by _____ of _____ on behalf of said
_____.

By: _____
Notary Public, State of Texas

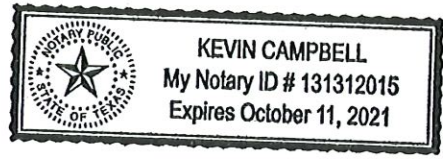
VAN MERKEL LLC

By: [Signature]
Name: DAVID MERKEL
Title: PRESIDENT

State of Texas §
County of Hays §

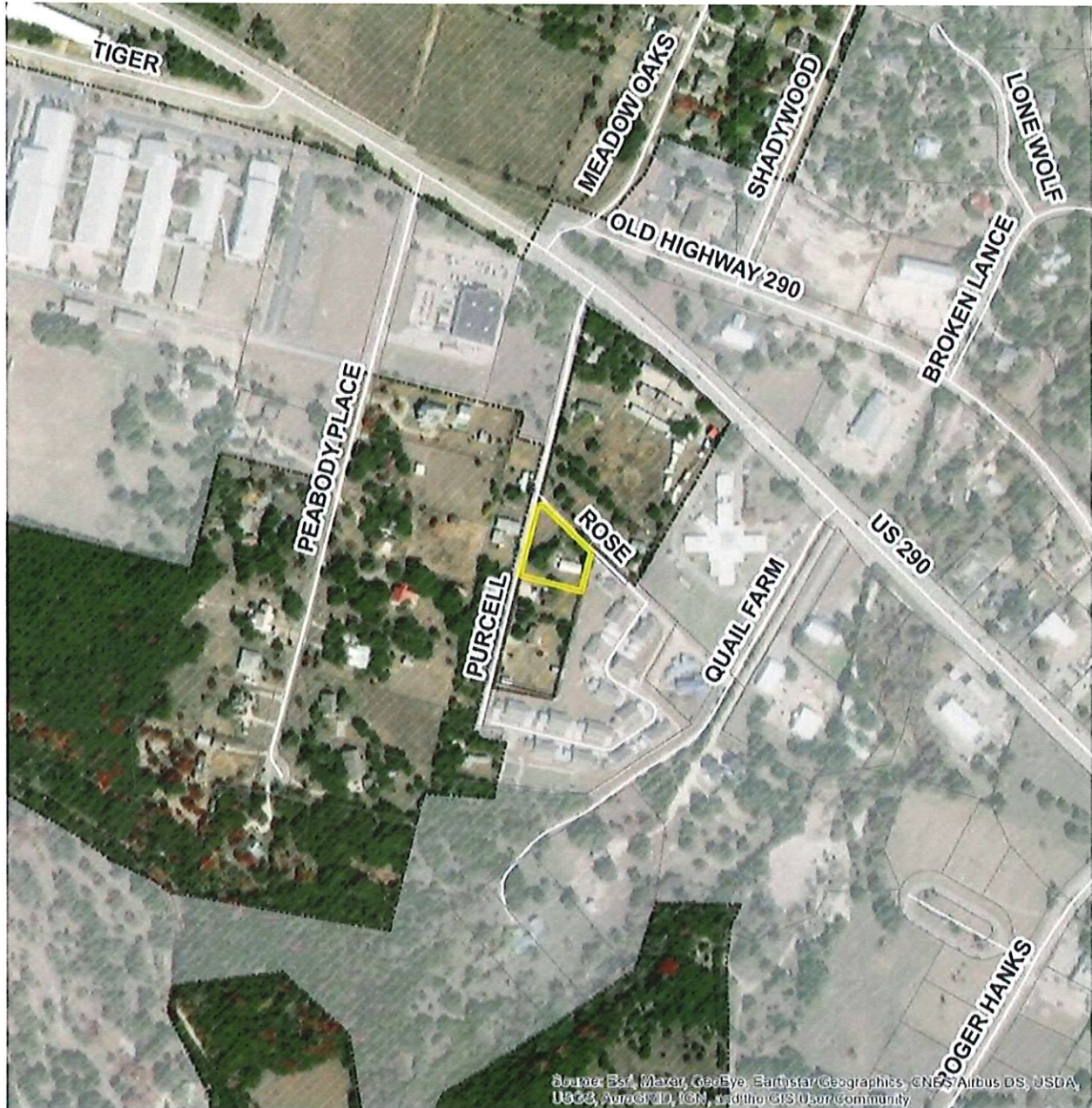
This instrument was acknowledged before me on the 4th day of December, 2020, by David Merkel, President of Van Merkel LLC on behalf of said Van Merkel LLC.

By: [Signature]
Notary Public, State of Texas



LEGAL DESCRIPTION AND LOCATION MAP

.748 acres of land out of the B.F. Hanna Survey No 428 in Hays County, Texas, being all of that certain (.75 acre) tract of land as conveyed to Don Duvall and Rose Duvall by Deed recorded in Volume 425, Page 775 of the Deed Records of Hays County, Texas.



CITY OF DRIPPING SPRINGS

ORDINANCE No. 2020-_____

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, TO VOLUNTARILY ANNEX BY REQUEST OF THE PROPERTY OWNER OF A SPARSELY OCCUPIED AREA APPROXIMATELY .748 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 September 21, 2020; and

WHEREAS, the area identified in Exhibit “A,” .748 acres of the Benjamin F. Hanna Survey No. 428, 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 December 8, 2020;

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 Planner 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 Planner 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 8th of December 2020, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of the City of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

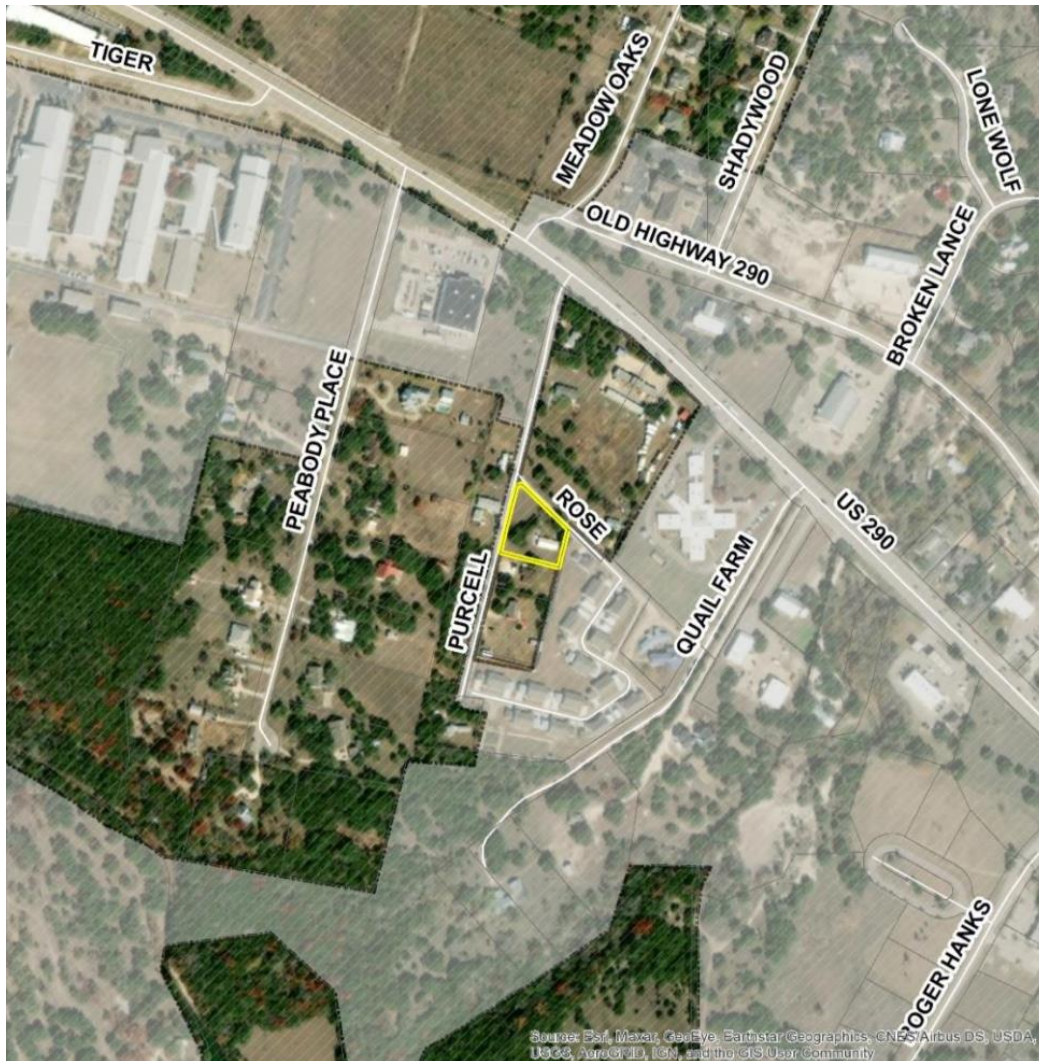
Bill Foulds, Jr., Mayor

ATTEST:

Andera Cunningham, City Secretary

Exhibit "A"
DESCRIPTION OF AREA TO BE ANNEXED (METES & BOUNDS TO FOLLOW)

.748 acres of land out of the B.F. Hanna Survey No 428 in Hays County, Texas, being all of that certain (.75 acre) tract of land as conveyed to Don Duvall and Rose Duvall by Deed recorded in Volume 425, Page 775 of the Deed Records of Hays County, Texas.





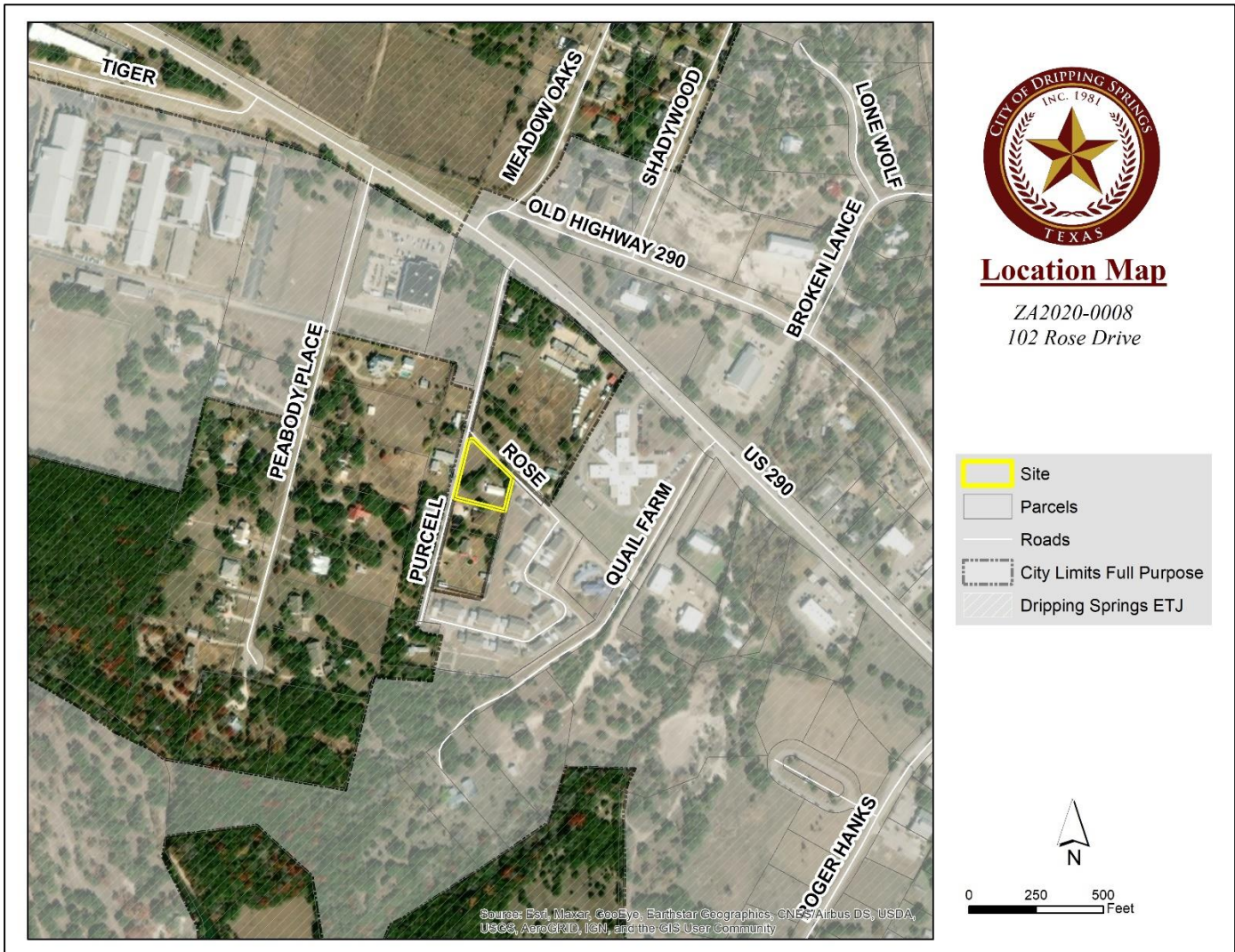
City Council Planning Department Staff Report

Item # 7.

City Council Meeting: December 8, 2020
Project No: ZA2020-0008
Project Planner: Robyn Miga, Consulting Planner

Item Details

Project Name: Van Merkel Duplex
Property Location: 102 Rose Drive
Legal Description: Approximately .748 acres situated in the B.F. Hanna Survey No. 428, Hays County, Texas
Applicant: Dave Merkel and Fred Van Cura
Property Owner: Van Merkel, LLC
Request: Rezoning request from AG, Agricultural, to Two-Family Residential, Duplex, SF-4



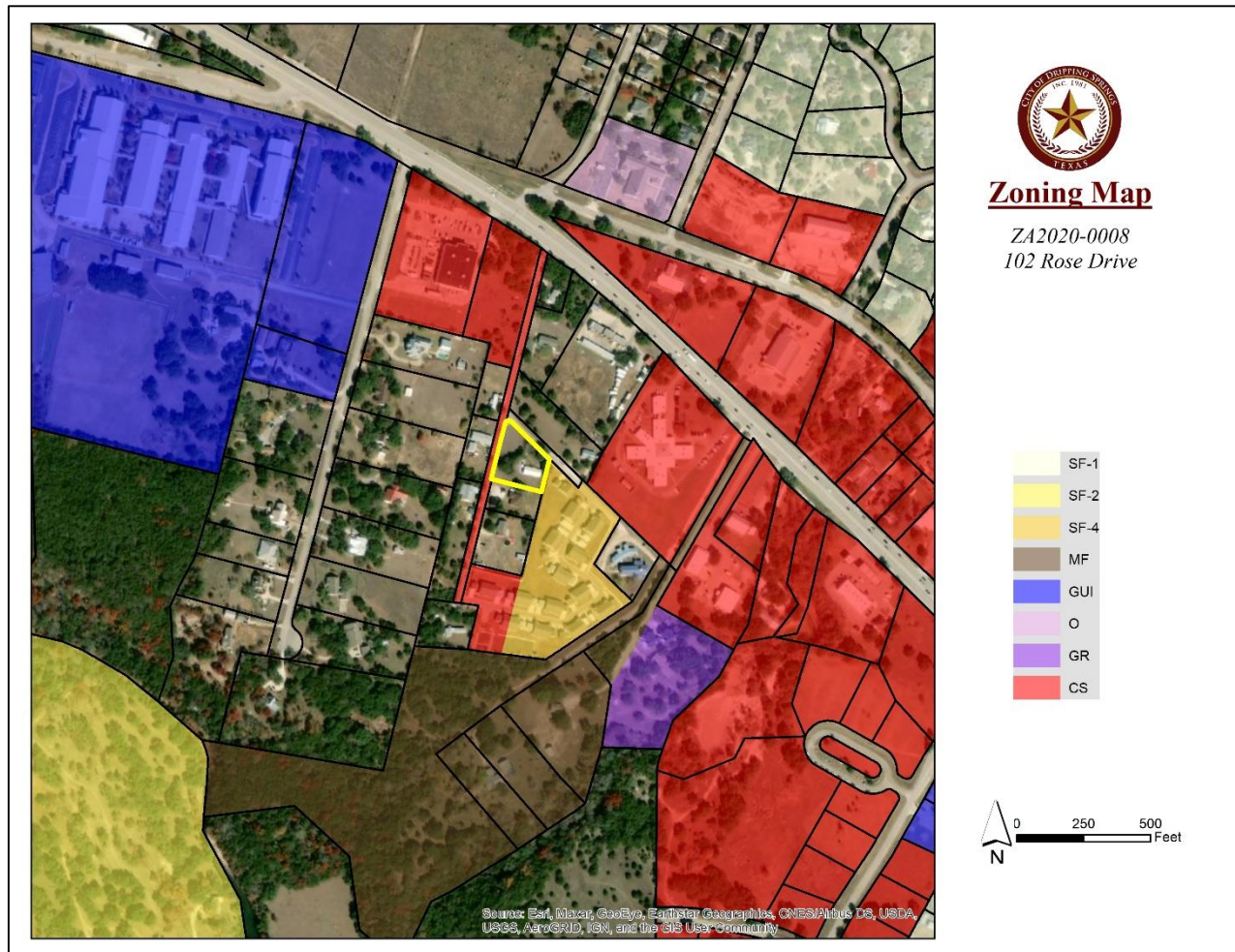
Overview

The applicant submitted a petition for annexation of this property, which will be acted on by City Council prior to considering the zoning amendment. City Council moved at their November 10, 2020 meeting to proceed with negotiating the service plan for the proposed annexation, and the public hearing is scheduled for the annexation at their December 8, 2020 meeting.

When a property is annexed into the city, it is designated as Agricultural until the applicant submits a rezoning request. For this property, the applicant submitted the two applications at the same time to move forward with zoning concurrently.

The applicant is proposing to construct two duplexes or four total units on the site if the zoning is approved. The applicant will also be required to coordinate with the owners of the private drive, because both Rose Drive, as well as Purcell Place are private driveways not owned or maintained by the city. The applicant will also be required to plat the property to construct the lots.

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	Extraterritorial Jurisdiction (ETJ)	Low Density Residential, and commercial along U.S. 290	Not referenced

East	Two-Family Residential (SF-4)	Condo development of two-family residential structures	Medium Density Residential
South	Extraterritorial Jurisdiction (ETJ), and Commercial Services (CS)	Residential	Medium Density Residential
West	Extraterritorial Jurisdiction (ETJ)	Low-density residential, and retail	Medium Density Residential

The majority of this area is residential in nature, including a condo lot immediately to the east, which is known as the 26 Doors Subdivision. This lot is developed with 13 two-family structures, or 26 units.

Two-Family Residential – Duplex (SF-4) is intended to provide for development of detached, two-family residence structures on moderate size lots of at least 10,000 square feet in size.

Development Standards

Development Standards for Two-Family Residential (SF-4)	
Size of Lots	
Minimum Lot area	Five thousand (10,000) square feet
Minimum Lot Width	Fifty feet (70’).
Minimum Lot Depth	One hundred feet (100’).
Setback Requirements	
Minimum Front Yard	20’
Minimum Side Yard	10’; 15’ from a street ROW for a corner lot
Minimum Rear Yard	20’
Height Regulations	
Main Building	2 ½ stories, or 40’, whichever is less, for the main building
Accessory Building	25’

Uses that are permitted within the SF-4 zoning district include single-family residential, duplexes, churches, and parks. Should the property be rezoned, the applicant will be required to plat the subdivision to accommodate more than one set of duplexes on the lot.

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;	This area of the city is still a little in transition from being more rural, to seeing newer developments within this area. While there is a subdivision immediately to the east of this parcel that is zoned and developed with duplexes, the area immediately west of the property is not as dense as the area to the east. However, with that said, this parcel is less than an acre and would not be able to develop more than three structures based on the square footage

	requirements for a lot zoned SF-4, as well as the constraints of adding septic.
2. Their relationship to the general area and the City as a whole;	The use proposed will fit in with the surrounding area for the most part, with the exception of the area west of the parcel with is mostly low-density residential lots.
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. The streets adjacent to this lot are all private.
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 will have no negative effect on other SF-4 zoning districts.
5. The recent rate at which land is being developed in the same zoning classification, particularly in the vicinity of the proposed change;	There is a development immediately to the east that is developed under the SF-4 zoning district, which has 26 units on an approximate 5.7-acre lot.
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, as this site is less than an acre.
7. Whether the proposed change treats the subject parcel of land in a manner which is significantly different from decisions made involving other, similarly situated parcels; and	This property is being treated similarly to other Zoning changes.
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.

Meetings Schedule

November 18, 2020 – Planning and Zoning Commission
 December 8, 2020 - City Council Meeting

Attachments

- Exhibit 1: Rezoning Application
- Exhibit 2: Concept Plan
- Exhibit 3: Draft Zoning Ordinance and Survey

Recommended Action:	The Planning & Zoning Commission unanimously recommended approval at their November 18, 2020 meeting. Staff is recommending approval of the requested rezoning request.
Alternatives/Options:	Recommend denial of the rezoning application.

Planning Department Staff Report

Item # 7.

Budget/Financial Impact:	None calculated at this time.
Public Comments:	No public comment was received for this request.
Enforcement Issues:	N/A
Comprehensive Plan Element:	Support the development of affordable housing. Support varying housing types.



CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

Item # 7.

ZONING/PDD AMENDMENT APPLICATION

Case Number (staff use only): _____

CONTACT INFORMATION

PROPERTY OWNER NAME VAN MERKEL LLC / DAVE MERKEL / FRED VAN CURA

STREET ADDRESS 102 ROSE DR.

CITY DRIPPING SPRINGS STATE TX. ZIP CODE 78620

PHONE 512 658-6776 EMAIL FASTFRED54@AOL.COM

APPLICANT NAME DAVE MERKEL / FRED VAN CURA

COMPANY VAN MERKEL LLC

STREET ADDRESS 490 OLD PARK RD.

CITY DRIPPING SPRINGS STATE TX. ZIP CODE 78620

PHONE 512 350-3969 EMAIL DMERKEL3412@GMAIL.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	YAN MERKEL LLE
PROPERTY ADDRESS	102 ROSE DR. DRIPPING SPRINGS TX, 78620
CURRENT LEGAL DESCRIPTION	A0222 BENJAMIN F. HANNA SURVEY, 748 ACRES
TAX ID#	R-15132
LOCATED IN	<input type="checkbox"/> CITY LIMITS <input checked="" type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	RESIDENTIAL
REQUESTED ZONING/AMENDMENT TO PDD	SF-4 2-FAMILY RESIDENTIAL DUPLEX
REASON FOR REQUEST (Attach extra sheet if necessary)	TO GET INTO CITY LIMITS TO BUILD TWO MORE DUPLEXES
INFORMATION ABOUT PROPOSED USES (Attach extra sheet if necessary)	TO BE ANNEXED INTO CITY LIMITS TO BUILD 2- MORE DUPLEXES.

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 FRED VAN CURP 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. 4091, Pg. 885.) NUMBER 11007542

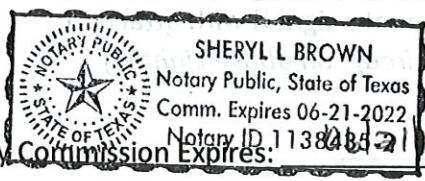
[Signature]
Name

OWNER
Title

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on the 23rd day of SEPTEMBER,

2020 by SHERYL L. BROWN

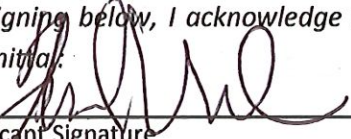


[Signature]
Notary Public, State of Texas

FRED VAN CURP
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.

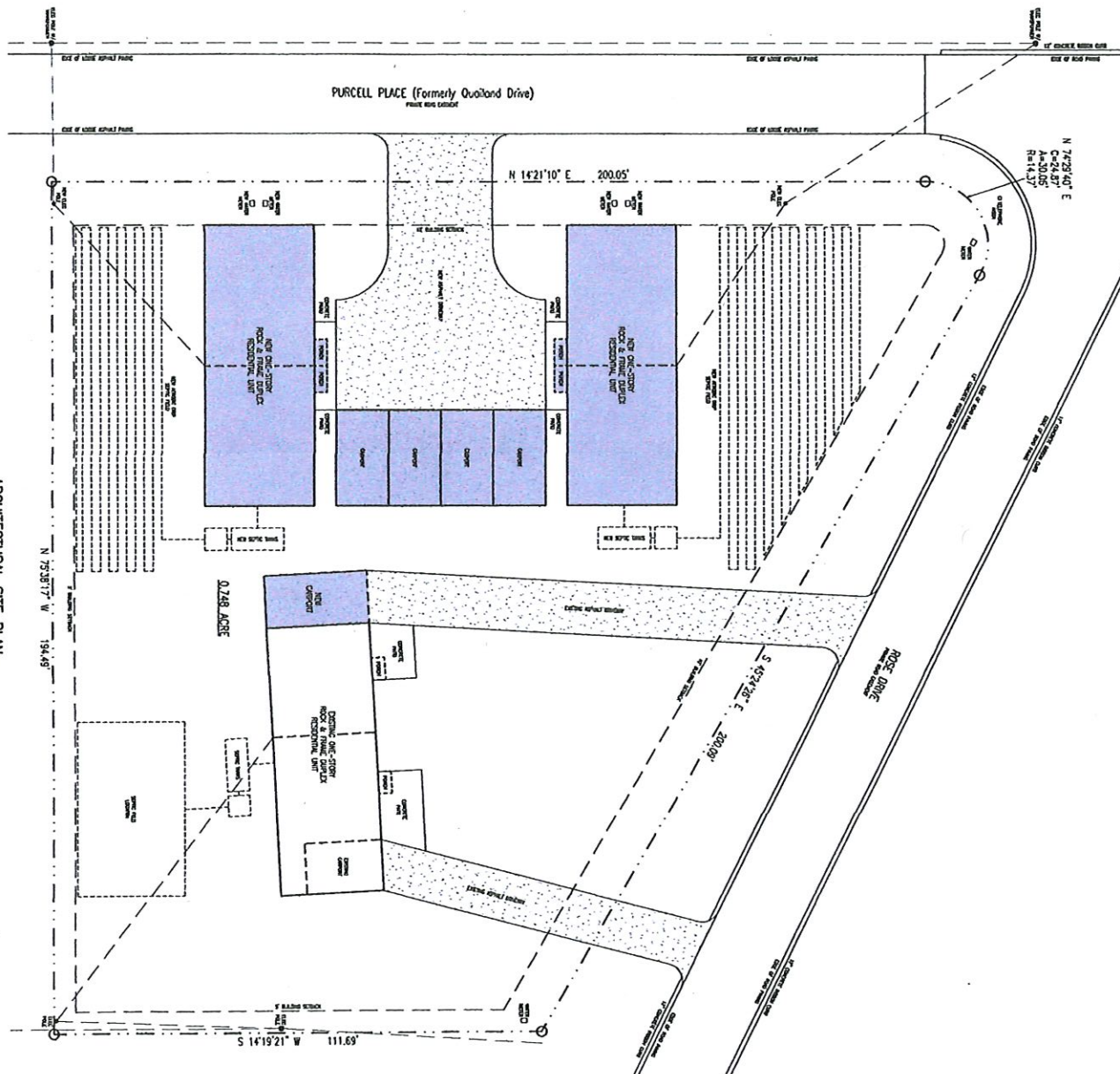

 Applicant Signature

9-23-20
 Date

CHECKLIST

STAFF	APPLICANT	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Application Fee-Zoning Amendment or PDD Amendment (refer to Fee Schedule)
		<u>PDF/Digital Copies of all submitted Documents</u>
<input type="checkbox"/>	<input type="checkbox"/>	When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Billing Contact Form
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GIS Data
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (required if marked "Yes (Required)" on above Lighting Ordinance Section of application)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Concept Plan
<input type="checkbox"/>	<input type="checkbox"/>	Plans
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Maps
<input type="checkbox"/>	<input type="checkbox"/>	Architectural Elevation
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request (attach extra sheets if necessary)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Information about proposed uses (attach extra sheets if necessary)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Public Notice Sign (refer to Fee Schedule)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input type="checkbox"/>	Copy of Planned Development District (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	Digital Copy of the Proposed Zoning or Planned Development District Amendment

Will serve : DSWSC



ARCHITECTURAL SITE PLAN

SUPERVISOR'S COVERAGE	
DATE OF PLAN	DATE OF PLAN
DATE OF PLAN	DATE OF PLAN
DATE OF PLAN	DATE OF PLAN
DATE OF PLAN	DATE OF PLAN
DATE OF PLAN	DATE OF PLAN



REVISIONS	
NO.	DESCRIPTION

Herron Design Studio
 architecture
 101 Hays Street, Suite 409
 Dripping Springs, Texas 78620
 612.650.0890

A New Duplex Residence for Van-Merkel LLC
 Purcell Place at Rose Drive Intersection
 Dripping Springs, Texas 78620

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2020-_____

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), REZONING TWO TRACTS OF LAND, TOTALING APPROXIMATELY 0.748 ACRES FROM AGRICULTURAL (AG) TO TWO-FAMILY RESIDENTIAL, DUPLEX (SF-4); 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 tracts, described more fully in Attachment “A” and totaling approximately 0.748 acre, from Agricultural (Ag) To Two-Family Residential, Duplex (Sf-4); 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 November 18, 2020 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 December 8, 2020, 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 0.748 acre and described more fully in *Attachment "A"* and shown in *Attachment "B"*, is hereby rezoned from Agricultural (Ag) To Two-Family Residential, Duplex (Sf-4).

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 8th day of December 2020, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A" Description of Tract

0.748 ACRE OF LAND OUT OF THE B.F. HANNA SURVEY NO. 428 IN HAYS COUNTY, TEXAS. BEING ALL OF THAT CERTAIN 10.75 ACRE TRACT OF LAND AS CONVEYED TO DON DUVALL AND ROSE DUVALL BY DEED RECORDED IN VOLUME 425 PAGE 775 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS.

Attachment “B”

0.748 ACRE Survey

SCALE: 1" = 40'

LEND
⊙ Iron Rod Found
- - - Existing Utility Line

QUAILAND DRIVE (Private Road Easement)

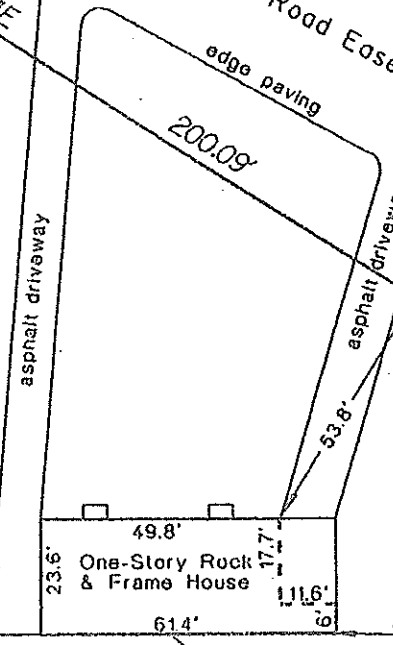
$N74^{\circ}29'40"E$
 $C=24.87'$ $A=30.06'$
 $R=14.31'$

ROSE DRIVE (Private Road Easement)

$N14^{\circ}21'10"E$
200.05

0.748 ACRE

Don Duvall and Rose Duvall
(0.75 Acre)
Vol. 425 Pg 775



B.F. HANNA SURVEY No. 428

$N75^{\circ}38'17"W$ 194.49'

R. Duvall (0.50 Acre)
Vol. 638 Pg. 480

$S14^{\circ}19'21"W$ 111.69'
 $S14^{\circ}23'22"W$ 111.93'

Rita Worthy
(6.9717 Acres)
Vol. 692 Pg. 169

NOTE: Telephone line easement granted to Southwestern Bell Telephone in Vol. 115 Pg. 84 does not apply to this property.

SURVEY MAP OF
0.748 ACRE OF LAND OUT OF THE B.F. HANNA SURVEY NO. 428 IN HAYS COUNTY, TEXAS, BEING ALL OF THAT CERTIAN (0.75 ACRE) TRACT OF LAND AS CONVEYED TO DON DUVALL AND ROSE DUVALL BY DEED RECORDED IN VOLUME 425 PAGE 775 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS.

TO: Don R. Larson
Rita Worthy

GF No. 93110137

THE STATE OF TEXAS *
COUNTY OF TRAVIS *

**MUNICIPAL SERVICES AGREEMENT BETWEEN THE
CITY OF DRIPPING SPRINGS, TEXAS AND VAN MERKEL LLC**

This Municipal Services Agreement (“Agreement”) is entered into on ____ day of _____ by and between the City of Dripping Springs, Texas, a General Rule municipality of the State of Texas, (“City”) and Van Merkel 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 .748 acres of land situated in the Benjamin F Hanna Survey, Abstract No. 428, 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 & 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 & 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 & 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 & 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 & 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.

I. 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.

m. SEWER SERVICE

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.

5. 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, but the Property Owner shall request rezoning to occur on or before the 120th day after annexation as required by City Ordinance.

6. 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.

7. 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

8. 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.

9. GOVERNING LAW AND VENUE. This Agreement and all of the transactions

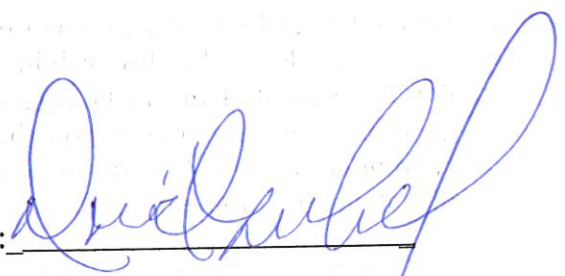
contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Travis County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Travis County, Texas.

- 10. **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.
- 11. **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.
- 12. **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.
- 13. **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.
- 14. **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.
- 15. **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.

CITY OF DRIPPING SPRINGS

By: _____
BILL FOULDS, JR.
MAYOR

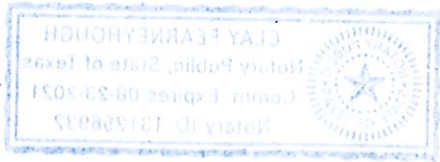
By:  _____

Van Merkel LLC
Name: DAVID MERKEL
Title: PRESIDENT

Attest:

ANDREA CUNNINGHAM
CITY SECRETARY

This instrument was acknowledged before me on the _____ day of _____, 2020, by _____ of _____ (insert name of company or individual) on behalf of said _____ (insert name of company or individual) [where applicable].



Clay Farneythugh
City Secretary
City of Dripping Springs
PO Box 181
Dripping Springs, Texas 78620

State of Texas §
County of Hays §

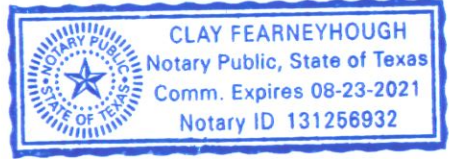
This instrument was acknowledged before me on the _____ day of _____, 2020, by Michelle Fischer, City Administrator of the City of Dripping Springs, a Texas municipal corporation, on behalf of said corporation.

By: _____
Notary Public, State of Texas

State of Texas §
County of Hays §

This instrument was acknowledged before me on the 3 day of December, 2020, by David Merkel, President of [Name of individual signing, title (if any)] on behalf of said Van Merkel LLC [insert name of company or individual where applicable].

By: Clay Fearneyhough
Notary Public, State of Texas

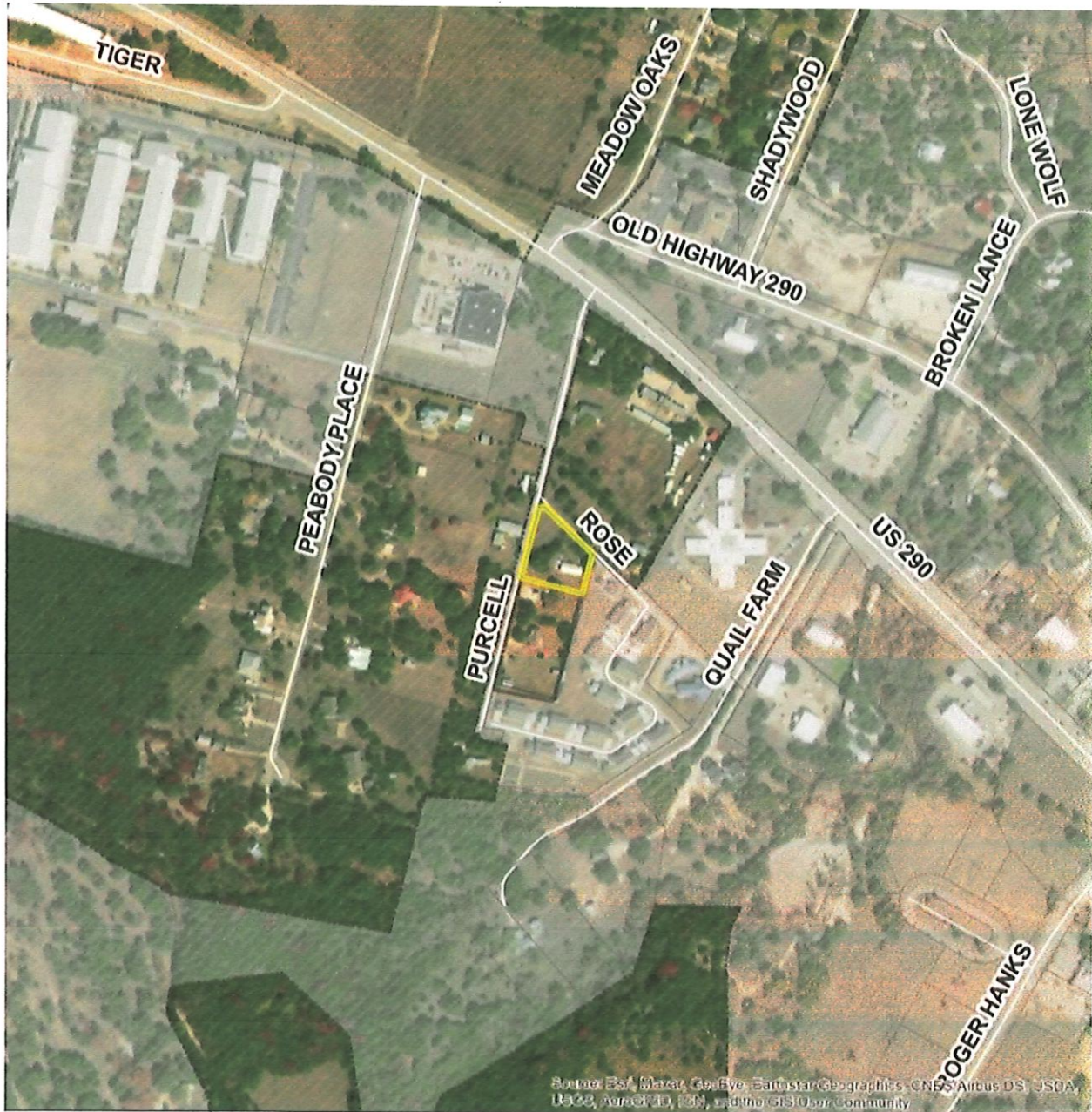


After Recording Return to:

City Secretary
City of Dripping Springs
PO Box 384
Dripping Springs, Texas 78620

Legal Description and Location Map

.748 acres of land out of the B.F. Hanna Survey No 428 in Hays County, Texas, being all of that certain (.75 acre) tract of land as conveyed to Don Duvall and Rose Duvall by Deed recorded in Volume 425, Page 775 of the Deed Records of Hays County, Texas.



Source Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

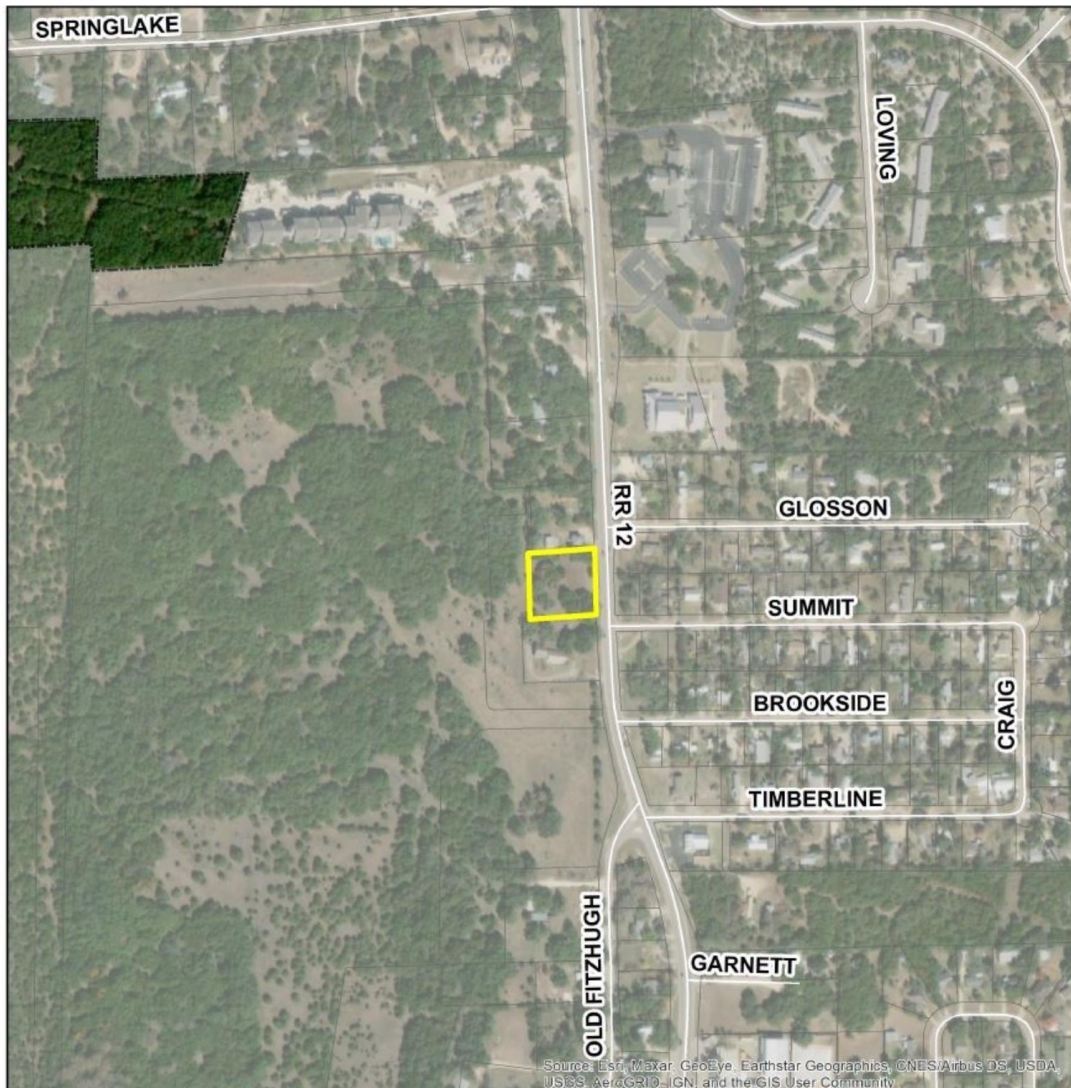


City Council Planning Department Staff Report

City Council Meeting: December 8, 2020
Project No: ZA2020-0010
Project Planner: Robyn Miga, Consulting Planner

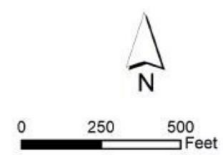
Item Details

Project Name: Estate of Charlie N. Haydon
Property Location: West of RR 12, south of Springlake Drive, and north of Mercer Street
Legal Description: Approximately one (1) acre situated in the Phillip A. Smith Survey No. 26, Abstract No. 415
Applicant: J Thompson Professional Consulting, LLC c/o Jon Thompson
Property Owner: Estate of Charlie N. Haydon, POC Barry Haydon and Connie Brown
Request: Rezoning request from Two-Family Residential, Duplex (SF-4) to General Retail (GR)



Location Map
 ZA2020-0010
 Ranch Road 12

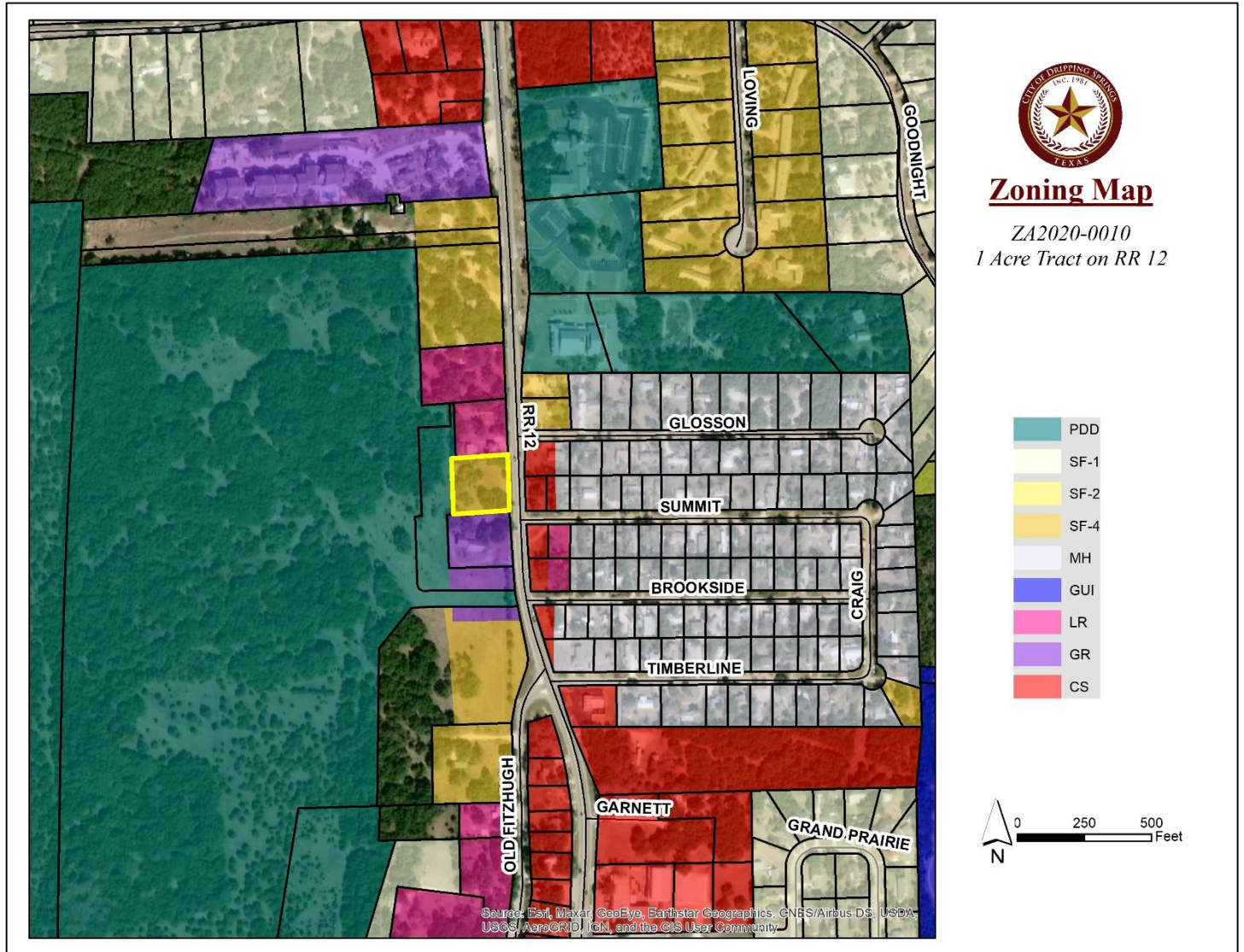
- Site
- Parcels
- Roads
- City Limits Full Purpose



Overview

The applicant is requesting to rezone the property from Two-Family Residential, Duplex (SF-4) to General Retail (GR). The applicant does not have a specific use in mind, but is identified potential uses as office or retail for the site.

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	Local Retail (LR), and SF-4	Residential	None of these properties are called out in the comprehensive plan
East	Community Services (CS)	Residential and commercial	
South	General Retail (GR)	Residential	
West	Planned Development District	Heritage Subdivision (residential)	

Development Standards

Development Standards for General Retail (GR)	
Size of Lots	
Minimum Lot area	10,000 sf
Minimum Lot Width	100'
Minimum Lot Depth	150'
Setback Requirements	
Minimum Front Yard	25'; all yard adjacent to a street shall be considered a front yard
Minimum Side Yard	25'; 25' adjacent to a public street or residential lot
Interior Side Yards	When retail uses are platted adjacent to other retail uses and integrated into an overall shopping center site, creating lease spaces abutting one another, no side yard is required provided it complies with the City's Building Code.
Minimum Rear Yard	25'
Adjacent to SF	Any retail use that is located adjacent to (and not across a ROW from) any SF zoning district shall be setback from the applicable residential district property line by 40'.
Height Regulations	
Main Building	2 ½ stories, or 40', whichever is less, for the main building
Accessory Building	Maximum of 1 story, 25'
Other Development Standards	
Gross Floor Area	GFA for each building shall not exceed 60,000 sf per building
Impervious Cover	60% total, including main buildings and accessory buildings
Min. Building Separation	There shall be a minimum 80' separation between structures, or a minimum separation as required by the City's Fire Code, whichever is greater.

Some uses that are permitted within the GR zoning district by right include, retail, office, convenience stores with gas sales, hotel/motel, and multi-family residential.

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	The property is located along one of the major

appropriate in the immediate area concerned;	gateway streets into the City of Dripping Springs, where many surrounding properties are zoned for similar uses, including Local Retail and General Retail. However, it is important to note that while properties are zoned for more intense uses, the area is still mostly residential.
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, however, there are several properties in the area that have not developed despite being zoned for more intense uses.
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.
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 different from decisions made involving other, similarly situated parcels; and	This property is being treated similarly to other Zoning changes.
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.

Meetings Schedule

November 18, 2020 – Planning and Zoning Commission
 December 8, 2020 - City Council Meeting

Attachments

Exhibit 1: Rezoning Application
 Exhibit 2: Zoning Ordinance and Survey

Recommended Action:	The Planning & Zoning Commission unanimously recommended approval at their November 18, 2020 meeting. Recommend approval of the requested rezoning request.
---------------------	---

Planning Department Staff Report

Item # 8.

Alternatives/Options:	Recommend denial of the rezoning application.
Budget/Financial Impact:	None calculated at this time.
Public Comments:	No public comment was received for this request.
Enforcement Issues:	N/A



CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

ZONING/PDD AMENDMENT APPLICATION

Case Number (staff use only): _____ - _____

CONTACT INFORMATION

PROPERTY OWNER NAME Estate of Charlie N. Haydon (POC: Barry Haydon / Connie Brown)

STREET ADDRESS PO Box 547

CITY Dripping Springs **STATE** Texas **ZIP CODE** 78620

PHONE (512) 695-7493 (Barry) **EMAIL** cbtreasures04@yahoo.com (Connie Brown)

APPLICANT NAME Jon Thompson

COMPANY J Thompson Professional Consulting, LLC

STREET ADDRESS PO Box 172

CITY Dripping Springs **STATE** Texas **ZIP CODE** 78620

PHONE (512) 568-2184 **EMAIL** jthomsonconsultingds@gmail.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	Estate of Charlie N. Haydon
PROPERTY ADDRESS	Unaddressed RR 12
CURRENT LEGAL DESCRIPTION	A0415 PHILIP A SMITH SURVEY, ACRES 1.00
TAX ID#	R17873
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	SF4
REQUESTED ZONING/AMENDMENT TO PDD	GR
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	Property is vacant; prospective buyer needs zoning reflective of a commercial nature for retail / office. GR is appropriate for this area considering the tract fronts onto RR12 (the secondary main access for Dripping Springs) and considering that the tract south of this tract is also zoned GR and tracts across the street are zoned CS.
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	Potential uses are retail / office; any uses allowed for in GR zoning that are Permitted and can meet the requirements for development on a 1 acre parcel.

COMPLIANCE WITH OUTDOOR LIGHTING ORDINANCE? *

(See attached agreement).

YES (REQUIRED)* YES (VOLUNTARY)* NO*

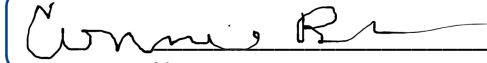
* If proposed subdivision is in the City Limits, compliance with Lighting Ordinance is **mandatory**. If proposed subdivision is in the ETJ, compliance is **mandatory** when required by a Development Agreement or as a condition of an Alternative Standard/Special Exception/Variance/Waiver.

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 Jon Thompson 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. 122, Pg. 403.)

DocuSigned by:

Name

Title -
"Executress
of Charlie N. _____
Haydon Title
Estate

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____,

201____ by _____.

Notary
signature and
seal

Notary Public, State of Texas

My Commission Expires: _____

Jon Thompson
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:

Jon Thompson
Applicant Signature

September 23, 2020
Date

CHECKLIST

STAFF	APPLICANT	
<input type="checkbox"/>	<input type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input type="checkbox"/>	Application Fee-Zoning Amendment or PDD Amendment (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input type="checkbox"/>	PDF/Digital Copies of all submitted Documents When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input type="checkbox"/>	<input type="checkbox"/>	Billing Contact Form
<input type="checkbox"/>	<input type="checkbox"/>	GIS Data
<input type="checkbox"/>	<input type="checkbox"/>	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (<i>required if marked "Yes (Required)" on above Lighting Ordinance Section of application</i>)
<input type="checkbox"/>	<input type="checkbox"/>	Legal Description
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Concept Plan
<input type="checkbox"/>	<input type="checkbox"/>	Plans
<input type="checkbox"/>	<input type="checkbox"/>	Maps
<input type="checkbox"/>	<input type="checkbox"/>	Architectural Elevation
<input type="checkbox"/>	<input type="checkbox"/>	Explanation for request (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input type="checkbox"/>	Information about proposed uses (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input type="checkbox"/>	Public Notice Sign (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input type="checkbox"/>	Copy of Planned Development District (<i>if applicable</i>)
<input type="checkbox"/>	<input type="checkbox"/>	Digital Copy of the Proposed Zoning or Planned Development District Amendment

Received on/by: Item # 8.

Project Number: _____ - _____
Only filled out by staff

Date, initials



BILLING CONTACT FORM

Estate of Charlie N. Haydon (R17873) Zoning Amendment

Project Name: _____

Unaddressed RR 12

Project Address: _____

Jon Thompson, J Thompson Professional Consulting, LLC

Project Applicant Name: _____

Billing Contact Information

Lodestar Bureau, LLC

Name: _____

PO Box 160266

Mailing Address: _____

Austin, Texas 78716

pv@lodestar.company

(512) 774-7867

Email: _____ Phone Number: _____

Type of Project/Application (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Alternative Standard | <input type="checkbox"/> Special Exception |
| <input type="checkbox"/> Certificate of Appropriateness | <input type="checkbox"/> Street Closure Permit |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Subdivision |
| <input type="checkbox"/> Development Agreement | <input type="checkbox"/> Waiver |
| <input type="checkbox"/> Exterior Design | <input type="checkbox"/> Wastewater Service |
| <input type="checkbox"/> Landscape Plan | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Lighting Plan | <input checked="" type="checkbox"/> Zoning |
| <input type="checkbox"/> Site Development Permit | <input type="checkbox"/> Other _____ |

*Applicants are required to pay all associated costs associated with a project's application for a permit, plan, certificate, special exception, waiver, variance, alternative standard, or agreement, regardless of City approval. Associated costs may include, but are not limited to, public notices and outside professional services provided to the City by engineers, attorneys, surveyors, inspectors, landscape consultants, lighting consultants, architects, historic preservation consultants, and others, as required. Associated costs will be billed at cost plus 20% to cover the City's additional administrative costs. **Please see the online Master Fee Schedule for more details.** By signing below, I am acknowledging that the above listed party is financially accountable for the payment and responsibility of these fees.*

Jon Thompson

Signature of Applicant

September 23, 2020

Date

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2020-___

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), REZONING TWO TRACTS OF LAND, TOTALING APPROXIMATELY 0.990 ACRE FROM TWO-FAMILY RESIDENTIAL, DUPLEX (SF-4) TO GENERAL RETAIL DISTRICT (GR); 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 tracts, described more fully in Attachment “A” and totaling approximately 0.990 acre, from Two Family Residential, Duplex (SF-4) to General Retail District (GR); 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 November 18, 2020 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 December 8, 2020, 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 0.990 acre and described more fully in Attachment “A” and shown in Attachment “B”, is hereby rezoned from Two Family Residential, Duplex (SF-4) to General Retail (GR).

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 8th day of December 2020, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A" Description of Tract

BEING A 0.990 ACRE TRACT OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO 26, ABSTRACT NO. 415, HAYS COUNTY, TEXAS, BEING ALL THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO CHARLIE N. HAYDON, AS RECORDED IN INSTRUMENT NO.2011-11024616, OFFICIAL PUBLIC RECORDS, HAYS COUNTY HAYS COUNTY, TEXAS.

Attachment “B”

0.990 ACRE Survey

PROPERTY DESCRIPTION:

BEING A 0.990 ACRE TRACT OF LAND SITUATED IN THE PHILLIP A. SMITH SURVEY NO 26, ABSTRACT NO. 415, HAYS COUNTY, TEXAS, BEING ALL THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO CHARLIE N. HAYDON, AS RECORDED IN INSTRUMENT NO. 2011-11024616, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD SET AT THE COMMON CORNER OF SAID HAYDON TRACT, THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO NELSON M. DAVIDSON, JR. AND WIFE, BARBARA DIANE WATKINS DAVIDSON, AS RECORDED IN VOLUME 391, PAGE 223, DEED RECORDS, HAYS COUNTY, TEXAS, AND THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO BOBWHITE INVESTMENTS, LP, AS RECORDED IN INSTRUMENT NO. 2015-15003085, SAID OFFICIAL PUBLIC RECORDS, SAID IRON ROD BEING NORTH 85° 58' 06" EAST, A DISTANCE OF 24.91 FEET FROM A 5/8-INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID DAVIDSON TRACT;

THENCE NORTH 02° 05' 28" WEST, A DISTANCE OF 208.00 FEET ALONG THE COMMON LINE OF SAID HAYDON AND BOBWHITE TRACTS TO A 1/2-INCH IRON ROD SET AT THE COMMON WEST CORNER OF SAID HAYDON TRACT AND THAT CERTAIN TRACT OF LAND CONVEYED IN DEED TO CAROLYN SCHILTHUIS, AS RECORDED IN INSTRUMENT NO. 01031668, SAID OFFICIAL PUBLIC RECORDS (BEING DESCRIBED BY METES AND BOUNDS IN INSTRUMENT NO. 385641, SAID OFFICIAL PUBLIC RECORDS);

THENCE NORTH 85° 20' 32" EAST ALONG THE COMMON LINE OF SAID HAYDON AND SCHILTHUIS TRACTS, PASSING A 1/2-INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID SCHILTHUIS TRACT AT A DISTANCE OF 195.05 FEET AND CONTINUING ALONG THE NORTH LINE OF SAID HAYDON TRACT A TOTAL DISTANCE OF 209.00 FEET TO A 1/2-INCH IRON ROD SET AT THE NORTHEAST CORNER OF SAID HAYDON TRACT, SAID IRON ROD BEING ON THE WEST LINE OF RANCH ROAD 12 (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE SOUTH 02° 03' 13" EAST, A DISTANCE OF 205.38 FEET ALONG SAID WEST LINE TO A 1/2-INCH IRON ROD SET AT THE SOUTHEAST CORNER OF SAID HAYDON TRACT;

THENCE SOUTH 84° 37' 20" WEST ALONG THE SOUTH LINE OF SAID HAYDON TRACT, PASSING A 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF AFORESAID DAVIDSON TRACT AT A DISTANCE OF 14.36 FEET AND CONTINUING ALONG THE COMMON LINE OF SAID HAYDON AND DAVIDSON TRACTS A TOTAL DISTANCE OF 209.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 43,140 SQUARE FEET OR 0.990 OF ONE ACRE OF LAND.

THIS PROPERTY MAY BE SUBJECT TO THE FOLLOWING:
(10a)-EASEMENT, VOL. 199, PG. 624, D.R.H.C.T.

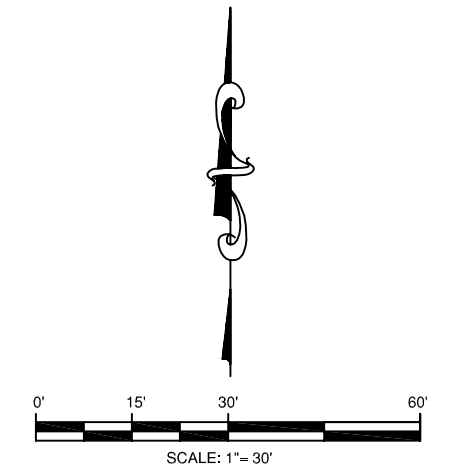
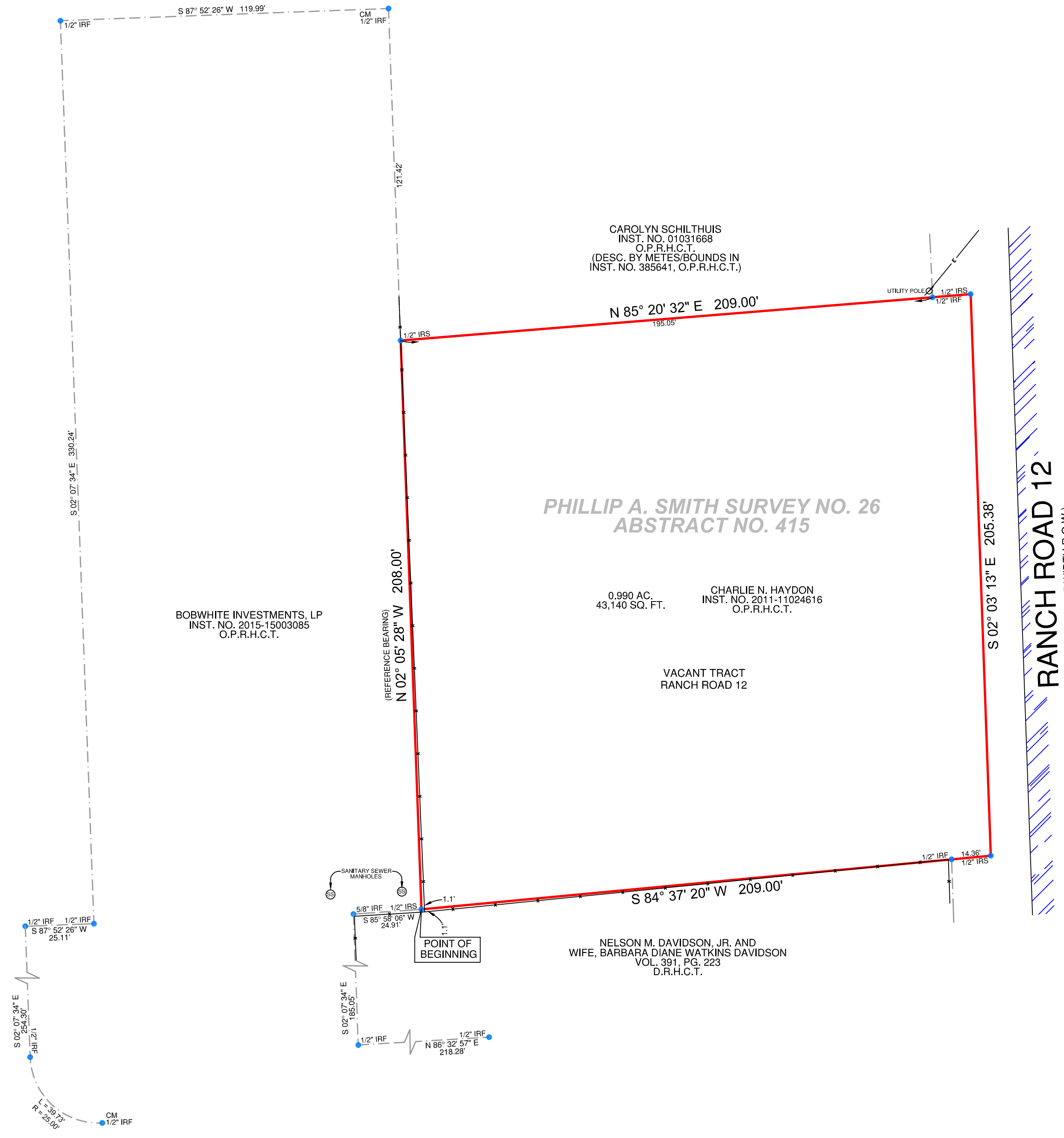
FEMA NOTE

FLOOD INFORMATION:
THE SUBJECT PROPERTY DOES NOT APPEAR TO LIE WITHIN THE LIMITS OF A 100-YEAR FLOOD HAZARD ZONE ACCORDING TO THE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND HAS A ZONE "X" RATING AS SHOWN BY MAP NO. 48209C0105 F, DATED SEPTEMBER 2, 2005.

SURVEYOR'S CERTIFICATION:
THIS IS TO CERTIFY THAT ON THIS DATE A SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND REFLECTS A TRUE AND CORRECT REPRESENTATION OF THE DIMENSIONS AND CALLS OF PROPERTY LINES AND LOCATION AND TYPE OF IMPROVEMENTS. THERE ARE NO VISIBLE AND APPARENT EASEMENTS, CONFLICTS, INTRUSIONS OR PROTRUSIONS, EXCEPT AS SHOWN. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS FOR THE EXCLUSIVE USE OF THE HEREON NAMED PURCHASER, MORTGAGE COMPANY, AND TITLE COMPANY ONLY AND THIS SURVEY IS MADE PURSUANT TO THAT CERTAIN TITLE COMMITMENT UNDER THE GF NUMBER SHOWN HEREON, PROVIDED BY THE TITLE COMPANY NAMED HEREON AND THAT THIS DATE, THE EASEMENTS, RIGHTS-OF-WAY, OR OTHER LOCATABLE MATTERS OF RECORD THAT THE UNDERSIGNED HAS KNOWLEDGE OR HAS BEEN ADVISED ARE AS SHOWN OR NOTED HEREON. THIS SURVEY IS SUBJECT TO ANY AND ALL COVENANTS AND RESTRICTIONS PERTAINING TO THE RECORDED DEED REFERENCED HEREON.

GENERAL NOTES

- 1.) THE BASIS OF BEARINGS FOR THIS SURVEY WAS DERIVED FROM DATA PROVIDED ON THE DEED RECORDED IN INST. NO. 2015-15003085, O.P.R.H.C.T.
- 2.) THERE ARE NO VISIBLE CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN. FENCES MAY BE MEANDERING.
- 3.) THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE NAMED CLIENT, MORTGAGE COMPANY, TITLE COMPANY, OR OTHER, AND IS MADE PURSUANT TO THAT ONE CERTAIN TITLE COMMITMENT UNDER THE GF NUMBER LISTED HEREON.
- 4.) AS OF THIS DATE, ALL EASEMENTS, RIGHTS-OF-WAY OR OTHER LOCATABLE MATTERS OF RECORD SHOWN OR NOTED HEREON WERE DERIVED FROM THE RECORDED PLAT, THE VESTING DEED, OR THE TITLE REPORT AND SUPPORTING DOCUMENTS. ALL SUCH ITEMS WERE OBTAINED DURING THE RESEARCH PHASE OF THIS SURVEY OR PROVIDED BY THE CLIENT/TITLE COMPANY LISTED HEREON. PREMIER SURVEYING MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH ITEMS AND HAS MADE NO ATTEMPTS TO OBTAIN OR SHOW ANY ADDITIONAL RESTRICTIONS ON OR NEAR THIS PROPERTY PUT IN PLACE BY LOCAL MUNICIPALITIES OR ASSOCIATIONS.
- 5.) THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
- 6.) THIS SURVEY IS NOT INTENDED TO ADDRESS OR IDENTIFY WETLANDS, FAULT LINES, TOXIC OR HAZARDOUS WASTE AREAS, SUBSIDENCE OR ANY OTHER ENVIRONMENTAL OR GEOLOGICAL ISSUE.
- 7.) THE EXISTING UTILITIES DEPICTED HEREON ARE BASED ON FIELD LOCATION OF VISIBLE, ABOVE GROUND EVIDENCE. UTILITIES AND OTHER MINOR IMPROVEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY. PREMIER SURVEYING IS NOT RESPONSIBLE FOR THE EXACT LOCATION OF SUBSURFACE UTILITIES, NOR FOR ANY DAMAGES BY ANY CONSTRUCTION OR EXCAVATION ON OR NEAR SAID UTILITIES.
- 8.) SYMBOLS AS SHOWN IN THE LEGEND ARE NOT TO SCALE AND MAY HAVE BEEN MOVED FROM THE ACTUAL HORIZONTAL LOCATION FOR CLARITY.

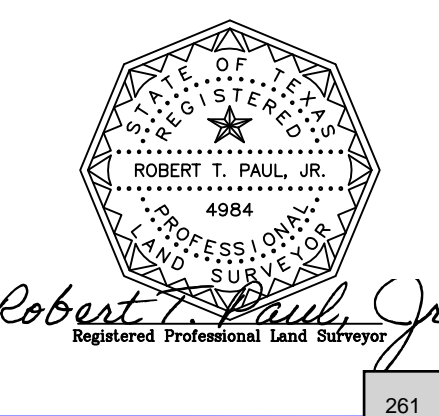


CONCRETE	WOOD FENCE
BRICK	CHAIN LINK FENCE
ASPHALT	WROUGHT IRON FENCE
WOOD	WIRE FENCE
STONE	R.R. TIE RETAINING WALL
GRAVEL	BRICK WALL
COVERED AREA	STONE WALL
CM = CONTROLLING MONUMENT	OVERHEAD TELEPHONE LINE
	OVERHEAD ELECTRIC LINE
	IRF = IRON ROD FOUND
	IPF = IRON PIPE FOUND
	IRS = IRON ROD SET
	MFCP = METAL FENCE COR POST
	WFCP = WOOD FENCE COR POST

TITLE SURVEY	
GF#: 1829848-DRP	
BORROWER: SCOTT SCHROEDER	
TITLE CO.: INDEPENDENCE TITLE	
PREMIER JOB #: 18-06395	
TECH: MSP	DATE: 08/02/18 REV.: 08/13/18
FIELD: TM	FIELD DATE: 08/01/18



Premier
Surveying LLC
Suite 1200
5700 W. Plano Parkway
Plano, Texas 75093
Office: 972-612-3601
Fax: 855-892-0468
Firm Registration No. 10146200





City Council Planning Department Staff Report

Item # 9.

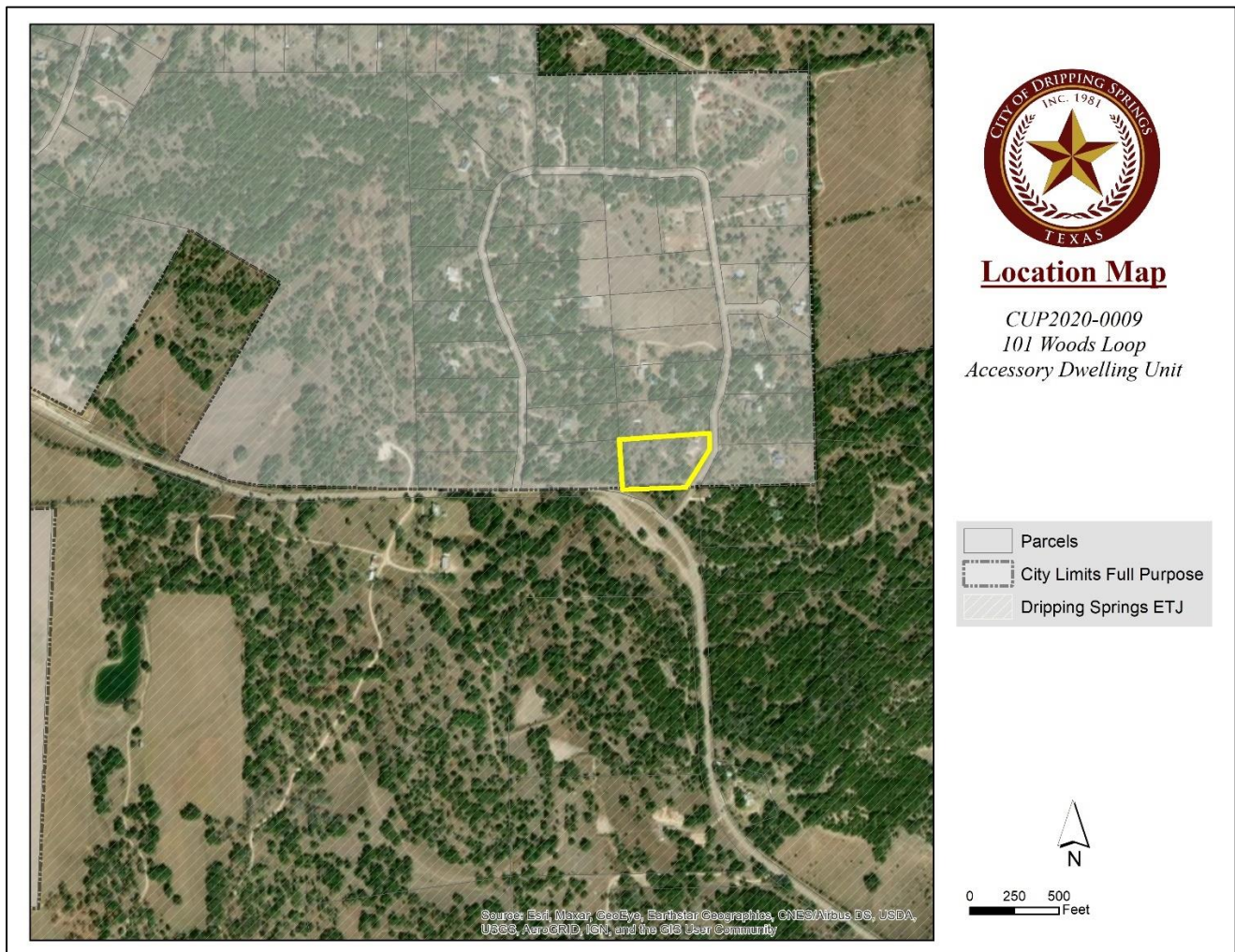
City Council Meeting: December 8, 2020
Project No: CUP2020-0009
Project Planner: Amanda Padilla, Senior Planner

Item Details

Project Name: 101 Woods Loop Accessory Dwelling Unit
Property Location: 101 Woods Loop, Driftwood, Texas 78619
Legal Description: THE WOODS LOT 23 3.08 AC GEO#90406493
Applicant: Jon Thompson, J Thompson Professional Consulting
Property Owner: Whitenight, Evan K & Sarah
Request: Conditional use permit for an accessory dwelling structure

Staff Recommendation

Staff recommends approval of the requested CUP with the conditions outlined in the staff report



Overview

The applicant is requesting a Conditional Use Permit (CUP) to allow a 1,749 square foot accessory dwelling to be located at 101 Woods Loop, Driftwood, TX 78619. The Property is located within the Single-Family Residential District- Low Density (SF-1) zoning district. Accessory dwellings are permitted in SF-1 zoning districts with an approved Conditional Use Permit. A conditional use is a land use that is compatible with the permitted land uses in a given zoning district only under certain conditions. Such conditions include a determination that the external effects of the conditional use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through imposition of additional standards and conditions

Accessory Dwelling is defined as a secondary living space that is on-site with a primary living space and that may be contained within the space structure as the primary or may be contained in a separate structure. Occupants of secondary living spaces typically include a caretaker, servant, or farm worker employed by the owner/occupant, or a guest or family member of the owner/occupant

Single- Family Residential– Low Density (SF-1) zoning district is intended to provide for development of low density, detached, single- family residences on lots of at least one (1) acres in size. This accessory dwelling unit would be placed in The Woods Subdivision where the smallest lot is just over one (1) acre. The Woods subdivision was established in the 1980s. The subdivision is the southernmost subdivision in the City Limits and is adjacent to the City’s Park, Charro Ranch Park.

The City’s 2016 Comprehensive Plan outlines Livability/ Quality of Life as a topic of the comprehensive plan. A Goal of the Comprehensive plan that falls under that topic is for the City to support housing options within the City. Below is the section of the Comprehensive Plan that clearly outlines how Accessory Dwelling Units can be another opportunity for housing diversity.

“Accessory dwelling units (ADUs) are another opportunity to incorporate lower cost housing options into the existing fabric of the community. These units provide an option for older residents who want to downsize but remain in Dripping Springs or young couples just starting out. They also provide an option for homeowners who may want or need extra income, allowing them to remain in their homes by providing supplemental income. It will be important to explore best practices from other communities and establish a policy that reflects the values of Dripping Springs and protects neighborhood integrity for existing residents.”

The accessory dwelling will be located at the southwest corner of the lot, adjacent to Farm to Market 150 [See Exhibit 2]. It is currently not visible from FM 150 but abuts right-of-way. The accessory dwelling is a three (3) bedroom ranch house with two (2) bathrooms, and one (1) car garage. 1,292 square feet of the structure is habitable space. The accessory dwelling will need to comply with the setbacks required in SF-1 zoning district, see below table 1.

	Code requirement	Code Met?
Front	Twenty-five feet (25')	Yes
Rear	Twenty-five feet (25')	Yes, setback 155 feet
Side	Total of forty (40) feet combining both side yards with a minimum of fifteen feet (15') on either side.	Yes, setback 50 feet
Setback for Garage	Side-Entry Garages: Single-family homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of twenty-five feet (25') from the door face of the garage or carport to the side property line for maneuvering.	Yes
Height	Accessory Building(s): Maximum	Yes, the ADU will be 19 feet at

	twenty-five feet (25') for other accessory buildings, including a detached garage or accessory dwelling units.	the max ridge height.
Impervious Cover	Thirty Percent (30%)	Yes, 7.39%

Table 1 Code requirements

The applicant will need to provide two parking spaces for the accessory dwelling unit per section 5.6.1 of the Zoning Ordinance.

- (a) Single-Family Residential including SF-1, SF-2, SF-3 and SF-4: 2 per dwelling unit.

The Accessory Dwelling Unit will have separate utilities from the Main Residential Building. Utilities are below:

Water: Dripping Springs Water Supply Corporation (DSWSC). DSWSC has already tapped the 6” main and installed a new meter for service and placed the meter in the same easement for ease of service and reporting.

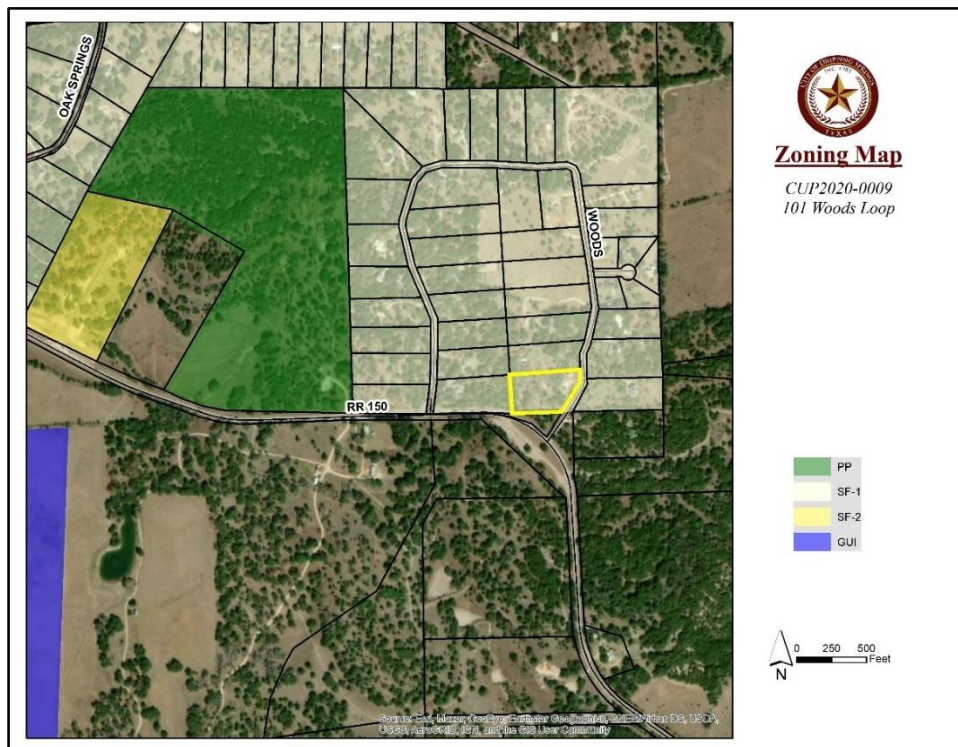
Wastewater: OSSF. The applicant has contracted and done a septic engineering study. The proposed placement of the new wastewater septic is also noted on the attached survey.

Electricity: PEC has already set a new pole and transformer and run power to a power pole and meter in the easement.

The applicant stated that the utilities are separately connected due to cost, environmental concerns, and to keep them all within an existing easement.

It is important to note that the applicant had already begun construction of the accessory dwelling unit and a code enforcement notice of violation has been issued due to the lack of a CUP. If the requested CUP is not granted the ADU must be removed.

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	Single- Family Residential – Low Density (SF-1) /ETJ	Single family residential	Not Applicable, Outside of Comprehensive Plan
East	Single- Family Residential – Low Density (SF-1) /ETJ	Single family residential/ Undeveloped	
South	ETJ	Single Family Residential / Undeveloped	
West	Single- Family Residential – Low Density (SF-1) /Public Park or Preserve (PP)	Single Family Residential / Charro Ranch Park (City Park)	

In 2017 the City received two conditional use permits for properties located in the Woods subdivision for accessory dwelling units. There is a total of 40 lots in the Woods Subdivision. Majority of the Lots within the Subdivision have accessory structures and some even have accessory dwelling units. The feel of the subdivision is a low-density rural neighborhood with gravel driveways and open yards.

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 addresses accessory dwelling units in the Comprehensive Plan Goal 3.1. ADUs are an option for supporting housing options in Dripping Springs.
2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;	The subject property is zoned Single-family Residential District – Low Density (SF-1). Accessory dwelling units are a listed conditional use in this zoning district.
3. The proposed use meets all supplemental standards specifically applicable to the use, as established in the Development Standards, Section 5;	Based on the concept plan the proposed use meets all the development standards established in the section 5. The structure will be reevaluated at the building permit stage.
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 applicant will be utilizing an existing gravel driveway and replacing it with a concrete driveway.
b. Off-street parking areas, loading areas, and pavement type;	The accessory dwelling unit will have adequate parking. One space in the garage and the other in the driveway.
c. Refuse and service areas;	The City's solid waste service will be alerted, and an additional trash can will be delivered upon completion

	the ADU and will be picked up with the existing trash and recycle can from the main dwelling
d. Utilities with reference to location, availability, and compatibility;	See staff report
e. Screening and buffering, features to minimize visual impacts, and/or setbacks from adjacent uses;	The ADU is set 50' off the south build line and 155' off of the west build line. No trees have been removed from the property at all to maintain adequate cover and buffer from the main dwelling structure and any neighboring properties or easements
f. Control of signs, if any;	N/A
g. Control of exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;	The applicant plans to have three exterior lights, two in the front and one on the back patio. The back patio will be recessed in the ceiling of the patio and will be facing down. The ones in the front will be "hat" style to match the existing dwelling which comply with the dark sky requirements based on the lighting compliance application.
h. Required yards and open space;	The ADU will have access to the open space and yard of the main dwelling per the attached survey
i. Height and bulk of structures;	See attached ADU plan document, the height of the structure is noted on the plans and is 17' top of ridge height per build plan and with the foundation will be 19' total in building height which is under the restrictions of 25' for an ADU on SF- 1. The size of the structure in terms of sq ft and dimensions is also called out in this attachment.
j. Hours of operation;	N/A
k. Exterior construction material, building design, and building facade treatment;	See the ADU plan attachment, the architectural renderings have been provided. The exterior will be hardy siding board and batten to match the main dwelling exactly along with exact matching colors and will also feature the same stone accent work on the front of the ADU as the main dwelling has.
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	N/A
m. Provision for pedestrian access/amenities/areas;	N/A
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,	The proposed use is not materially detrimental to the public safety, convenience and welfare, or results in material damage or prejudice to other properties in the vicinity.
6. Noise;	N/A
7. Odors; and	N/A
8. Dust.	N/A

Summary

Based on the proposed land use, compatibility with surrounding properties, the Comprehensive Plan, and support from adjacent neighbors' **staff recommends approval of the requested CUP with the following conditions:**

- 1. No more than two driveways permitted on the lot.**
- 2. The ADU shall be connected to an approved on-site septic system prior to occupancy.**

The below is an excerpt of the Code for the procedures that City Council shall take for CUPS.

Chapter 30 Exhibit A Zoning Ordinance Sec 3.17.5 Procedures for CUPS:

(b) 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.

Planning and Zoning Commission Motion

A motion was made by Vice Chair Martin to recommend approval of CUP2020-0009: an application to consider a conditional use permit to allow for an accessory dwelling unit at the property located at 101 Woods Loop, Driftwood, Texas 78620 with the following conditions:

1. No more than two driveways permitted on the lot
2. The ADU shall be connected to an approved on-site septic system prior to occupancy.

Commissioner McIntosh seconded the motion which carried 3-1-1, with Chair James opposed and Commissioner Bourguignon recused.

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.

Meetings Schedule

November 18, 2020 – Planning and Zoning Commission

December 8, 2020 - City Council Meeting

Attachments

- Exhibit 1: Conditional Use Permit Application
- Exhibit 2: Concept Plan, Elevations, Plans
- Exhibit 3: Project Summary (Submitted by Applicant)
- Exhibit 4: The Woods Subdivision
- Exhibit 5: Letter of Support from neighbors
- Exhibit 6: Deed
- Exhibit 7: Impervious cover sheet
- Exhibit 8: Notice of Violation
- Exhibit 9: Draft Conditional Use Permit Ordinance

Recommended Action:	Approve the requested Conditional Use Permit, with staff and any additional conditions deemed necessary by City Council.
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Planning Department Staff Report

Item # 9.

Alternatives/Options:	Deny the Conditional Use Permit; Approve the Conditional Use Permit with no or alternate conditions.
Budget/Financial Impact:	None calculated at this time.
Public Comments:	No comments have been received.
Enforcement Issues:	N/A
Comprehensive Plan Element:	Livability / Quality of Life Support housing options in Dripping Springs



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 Evan and Sarah Whitenight

STREET ADDRESS 101 Woods Loop

CITY Driftwood STATE TX ZIP CODE 78619

PHONE 512-971-4991 EMAIL evan.whitenight@yahoo.com

APPLICANT NAME Jon Thompson

COMPANY J Thompson Professional Consulting

STREET ADDRESS PO Box 172

CITY Dripping Springs STATE Texas ZIP CODE 78620

PHONE (512) 568-2184 EMAIL jthompsonconsultingds@gmail.com

PROPERTY INFORMATION	
PROPERTY OWNER NAME	Evan and Sarah Whitenight
PROPERTY ADDRESS	101 Woods Loop, Driftwood TX 78619
CURRENT LEGAL DESCRIPTION	THE WOODS LOT 23 3.08 AC GEO#90406493
TAX ID#	R53175
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	SF-1
PROPOSED USE	Accessory Dwelling Unit
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	Accessory structure to be used as a home office, guest space and storage space Proposed future use for lodging and family care of an elderly family member

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 Jon Thompson 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. _____.) **Instrument # 2001384**

Name

Title

STATE OF TEXAS §

§

COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____,

201__ by _____.

Notary Public, State of Texas

My Commission Expires: _____

Jon Thompson

Name of Applicant

APPLICANT'S SIGNATURE

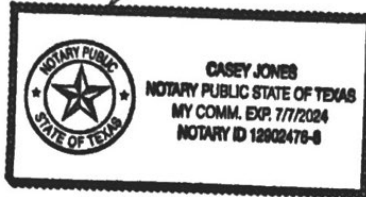
The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Jon Thompson is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.

(As recorded in the Hays County Property Deed Records, Vol. _____, Pg. _____.)

[Signature]
Name Sarah Whitnight

Evam Whitnight & Sarah Whitnight
Title

STATE OF TEXAS §
COUNTY OF HAYS §



This instrument was acknowledged before me on the 30 day of Sept

2020 by [Signature]

[Signature]
Notary Public, State of Texas

My Commission Expires: 7/7/2024

Evam Whitnight & Sarah Whitnight
Name of Applicant

CONDITIONAL USE PERMIT SUBMITTAL

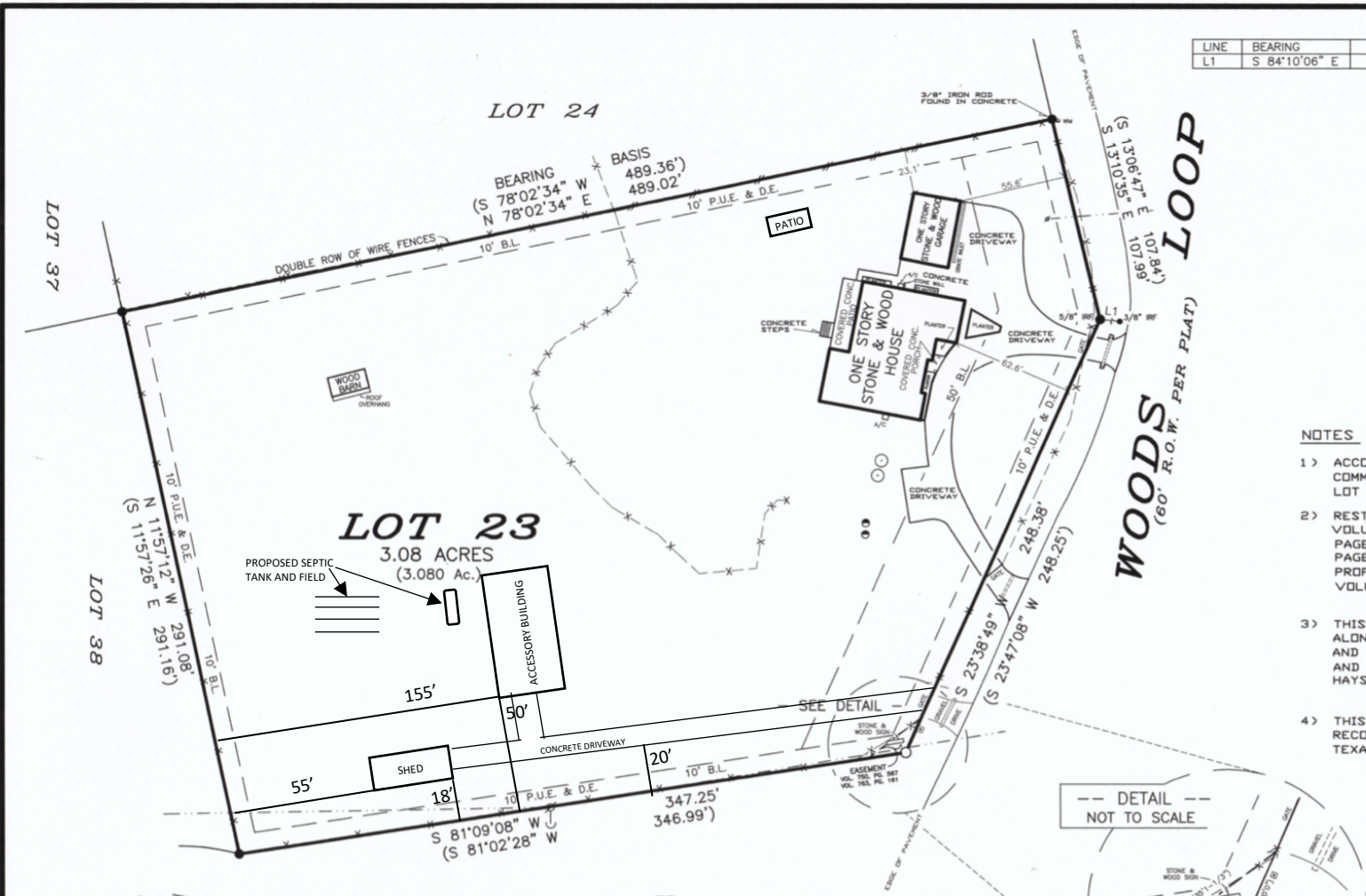
All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete. **Incomplete submissions will not be accepted.** By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:

Jon Thompson
Applicant Signature

October 4, 2020
Date

CHECKLIST

STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PDF/Digital Copies of all submitted Documents When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Application Fee (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Billing Contact Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (<i>required if marked "Yes (Required)" on above Lighting Ordinance Section of application</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plans Floor plan
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Maps/Site Plan/Plat
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Architectural Elevation (<i>if applicable</i>) w/ floor plan
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Notice Sign (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed



LINE	BEARING	DISTANCE
L1	S 84°10'06" E	1.03'

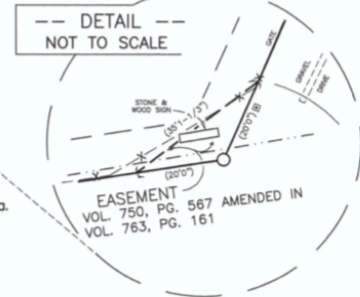
LEGEND

- ◁ ▷ RECORD INFORMATION
- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON ROD RE-SET CAP NO. 4404
- ⊗ UTILITY POLE
- OVERHEAD UTILITY LINE
- GUY ANCHOR
- - - WOOD FENCE
- x - x WIRE FENCE
- ⋯ TIN DRAINAGE PIPE
- WM ⊙ WATER METER
- ⊙ P.V.C. RISER
- ⊠ WATER VALVE IN CONCRETE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- B.L. BUILDING SETBACK LINE
- SEPTIC LID



NOTES

- 1) ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48209C0115F, DATED SEPTEMBER 2, 2005, THIS LOT IS IN ZONE X AND IS NOT IN THE 100-YEAR FLOODPLAIN.
- 2) RESTRICTIVE COVENANTS ARE RECORDED IN VOLUME 393, PAGE 477, VOLUME 397, PAGE 230, AND VOLUME 401, PAGE 24, AND VOLUME 401, PAGE 29, DEED RECORDS OF HAYS COUNTY, TEXAS, AND IN VOLUME 459, PAGE 358, VOLUME 467, PAGE 818, AND VOLUME 475, PAGE 190, REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS, AND THOSE LISTED IN VOLUME 2, PAGE 345, PLAT RECORDS OF HAYS COUNTY, TEXAS.
- 3) THIS LOT IS SUBJECT TO A 10' PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL LOT LINES AND A 50' FRONT BUILDING LINE AND A 10' SIDE AND REAR BUILDING LINE AS RECORDED IN VOLUME 393, PAGE 477, AND VOLUME 401, PAGE 24, DEED RECORDS OF HAYS COUNTY, TEXAS.
- 4) THIS LOT IS SUBJECT TO A BLANKET P.E.C. EASEMENT RECORDED IN VOLUME 401, PAGE 24, DEED RECORDS OF HAYS COUNTY, TEXAS.



SURVEY PLAT
OF
LOT 23,
THE WOODS,
A SUBDIVISION RECORDED IN
VOLUME 2, PAGE 345,
PLAT RECORDS OF
HAYS COUNTY, TEXAS.

F.M. 150
(VARIABLE WIDTH R.O.W.)

CERTIFICATION
I, GARY F. PENNINGTON, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM A SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION DURING OCTOBER OF 2019, OF THE PROPERTY SHOWN HEREON AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND EXCEPT AS SHOWN OR NOTED HEREON, THERE ARE NO VISIBLE DISCREPANCIES, ENCRACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADWAYS, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A PUBLIC RIGHT OF WAY.

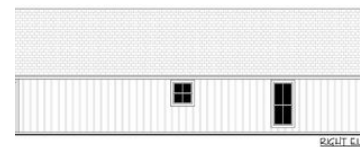
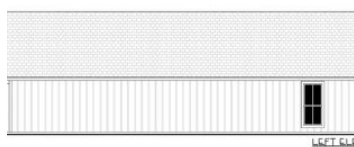
Gary F. Pennington 10-02-2019

GARY F. PENNINGTON, SOUTHWEST LAND CONSULTANTS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4404 STATE OF TEXAS
P.O. BOX 1244
DRIPPING SPRINGS, TX 78620
(512) 888-4460 FIRM NO. 10194161

TOD:
PURCHASER: HAL ANDERSON AND RENEE ANDERSON
LENDER OR LIENHOLDER
TITLE CO: INDEPENDENCE TITLE COMPANY
NATIONAL INVESTORS TITLE INSURANCE CO.
GF NO: 1505080-DRP
ADDRESS: 101 WOODS LOOP



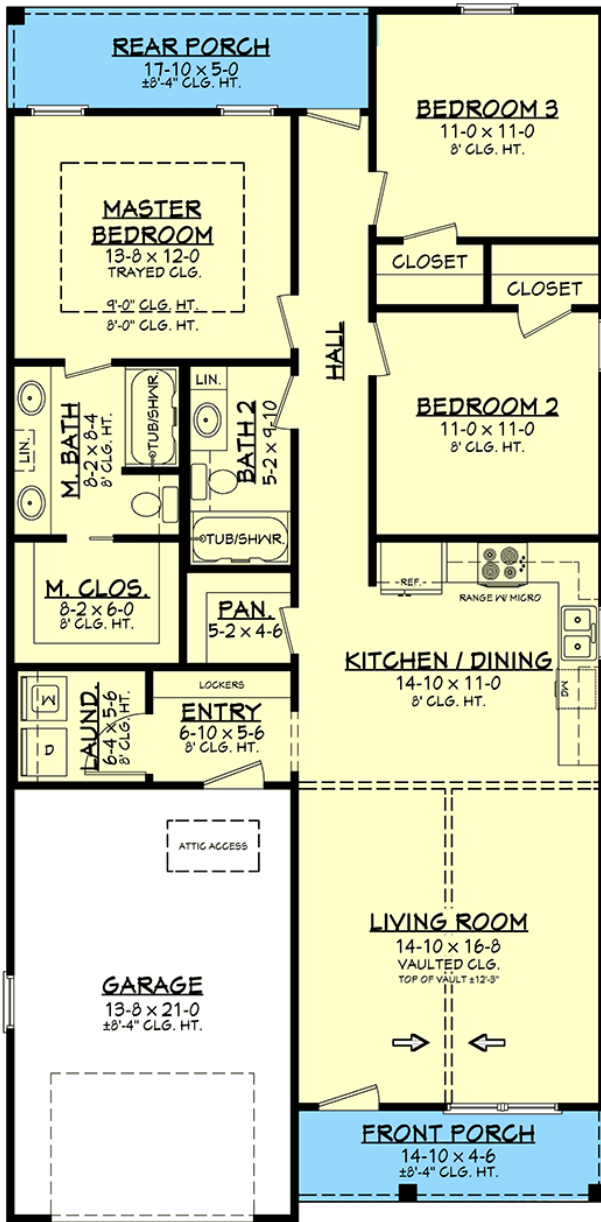
3-Bed Ranch House Plan with Vaulted Ceiling



View this and more for this plan by visiting
www.architecturaldesigns.com/51815HZ

Need Help?
800-854-7852

Plan
51815HZ 275



View this and more for this plan by visiting
www.architecturaldesigns.com/51815HZ

Need Help?
800-854-7852

Plan
518 276

Plan Details

Square Footage Breakdown

Total Heated Area:	1st Floor:	Porch, Rear:	Porch, Front:
1,292 sq. ft.	1,292 sq. ft.	89 sq. ft.	68 sq. ft.

Beds/Baths

Bedrooms:	Full bathrooms:
3	2

Foundation Type

Standard Foundations:	Optional Foundations:
Crawl, Slab	Basement, Walkout

Exterior Walls

Standard Type(s):
2x4

Optional Type(s):
2x6

View this and more for this plan by visiting
www.architecturaldesigns.com/51815HZ

Need Help?
800-854-7852

Plan
518 277

Dimensions

Width: **29' 6"** Depth: **59' 10"** Max ridge height: **17' 0"**

Garage

Type: **Attached** Area: **300 sq. ft.** Count: **1 Cars** Entry Location: **Front**

Ceiling Heights

Floor / Height:
First Floor / 8' 0"

Roof

Framing Type:
Stick

View this and more for this plan by visiting
www.architecturaldesigns.com/51815HZ

Need Help?
800-854-7852

Plan
518 278

From: [Jon Thompson](#)
To: [Amanda Padilla](#)
Cc: [Evan Whitenight](#)
Subject: Response to questions for the CUP at 101 Woods Loop
Date: Thursday, October 22, 2020 8:55:29 PM
Attachments: [Impervious Cover Worksheet for 101 Woods Loop.xlsx](#)
[101 Woods Loop Accessory Structure Elevation and Plans.pdf](#)
[New Survey.pdf](#)

Amanda,
Please find the responses to the questions you asked below in regard to the CUP

First list of questions:

1. Utilities - power and water are already in place and have been set in the easement noted on the attached survey on the southeast corner of the property. PEC has already set a new pole and transformer and run power to a power pole and meter in the easement. Dripping Springs Water Company has already tapped the 6" main and installed a new meter for service and placed the meter in the same easement for ease of service and reporting. We have also contracted and done a septic engineering study and the proposed placement of the new wastewater septic is also noted on the attached survey.
2. Attached is the impervious cover worksheet we have done which includes the existing cover as well as the new cover. Based on our calculations and the lot size of 3.08ac our projected impervious cover is 7.39%
3. The driveway to the new structure is not existing and is in the plan for the impervious cover restrictions as it will be stained concrete to match the existing main dwelling.

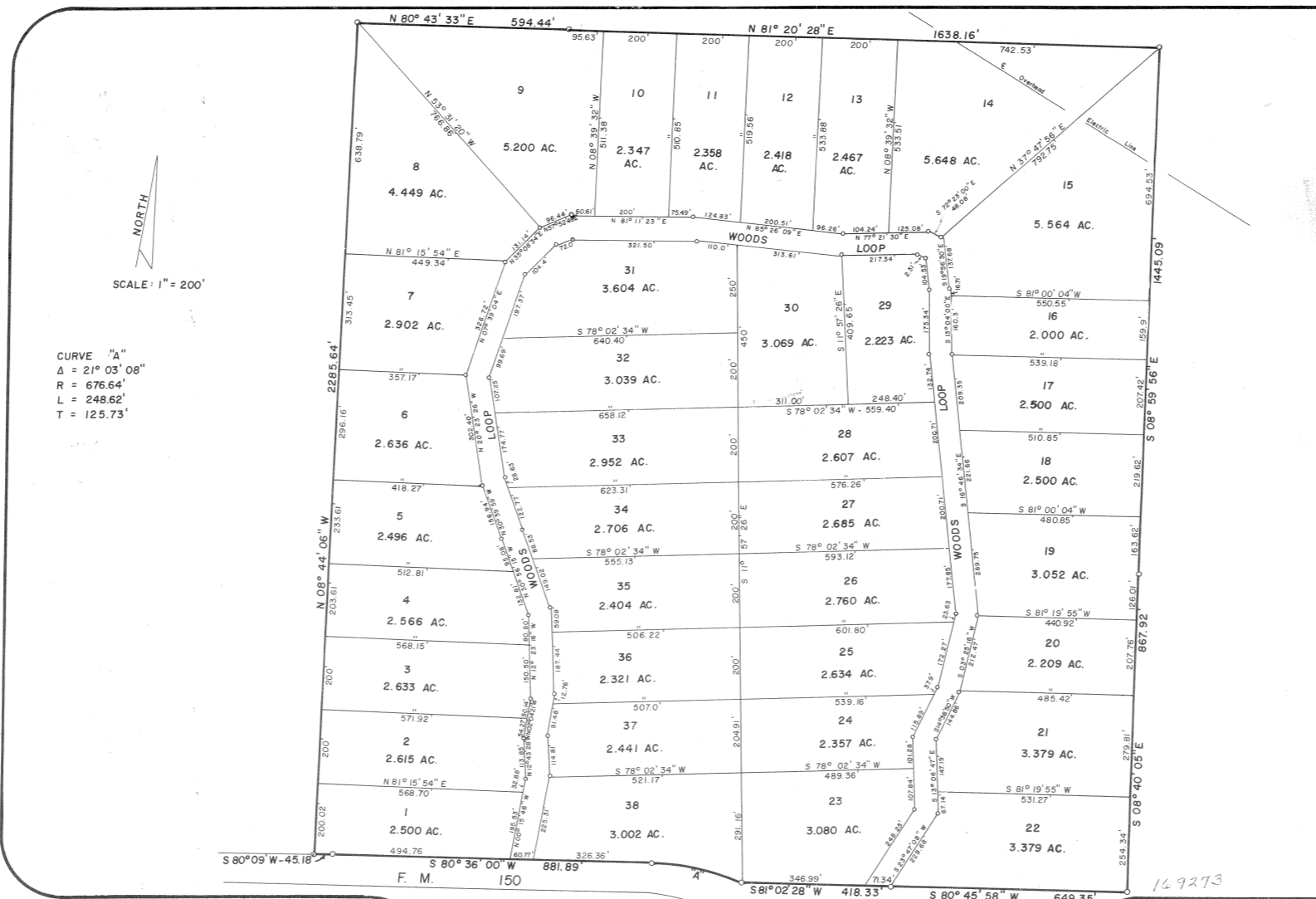
Second list:

1. 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;
 - o On the attached survey there is an existing driveway that will be purposed for the ingress and egress of the proposed ADU which will provide the same accessibility as the main dwelling and accessibility that already exists on Woods Loop from before we acquired the property.
2. Off-street parking areas, loading areas, and pavement type;
 - o On the attached survey there is the new driveway that is called out that will accommodate off street parking on the site as well as an attached 13'8" x 21' single car garage included in the structure
3. Refuse and service areas;
 - o The City's solid waste franchisee will be alerted and an additional trash can will be delivered upon completion of the ADU and will be picked up with the existing trash and recycle can from the main dwelling
4. Utilities with reference to location, availability, and compatibility;
 - o See number 1 above
5. Screening and buffering, features to minimize visual impacts, and/or setbacks from adjacent uses;
 - o The ADU is set 50' off of the south build line and 155' off of the west build line. No trees have been removed from the property at all to maintain adequate

- cover and buffer from the main dwelling structure and any neighboring properties or easements
6. Control of exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;
 - We plan on only having three exterior lights, two in the front and one on the back patio. The back patio will be recessed in the ceiling of the patio and will be facing down. The ones in the front will be “hat” style to match the existing dwelling which comply with the dark sky requirements based on the lighting compliance application we have signed along with our CUP.
 7. Required yards and open space;
 - The ADU will have access to the open space and yard of the main dwelling per the attached survey
 8. Height and bulk of structures;
 - See attached ADU plan document, the height of the structure is noted on page 4 and is 17’ top of ridge height per build plan and with the foundation will be 19’ total in building height which is under the restrictions of 25’ for an ADU on SF-1. The size of the structure in terms of sq ft and dimensions is also called out in this attachment.
 9. Exterior construction material, building design, and building facade treatment;
 - See the ADU plan attachment, on page 1 is the architectural rendering of the front elevation. The exterior will be Hardy siding board and batten to match the main dwelling exactly along with exact matching colors and will also feature the same stone accent work on the front of the ADU as the main dwelling has.
 10. 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
 - No existing roadway adjustments are needed as prior to purchase of the property a gate and a driveway existed on the property as noted on the survey from the previous owners and the city. We will be utilizing this as the means of ingress and egress per number 1 above.

Jon Thompson
 J Thompson Professional Consulting
 PO Box 172
 Dripping Springs, Texas 78620
 (512) 568-2184
jthompsonconsultingds@gmail.com

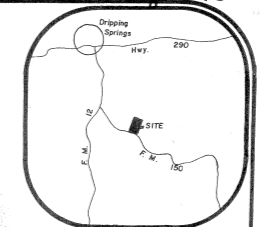
Vol 375 pg 345



NORTH

SCALE: 1" = 200'

CURVE "A"
 Δ = 21° 03' 08"
 R = 676.64'
 L = 248.62'
 T = 125.73'



S. CRAIG HOLLMIG, INC.
 engineers ~ surveyors
 new braunfels, texas

STATE OF TEXAS
 COUNTY OF HAYS

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGED THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

James Hurlbut
 THE WOODS, L.P.
 James Hurlbut, General Partner

STATE OF TEXAS
 COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED James Hurlbut KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 25 DAY OF April A.D. 1983

Stellas S. Gardner
 NOTARY PUBLIC, HAYS COUNTY, TEXAS

THE WOODS

Being 118.165 acres of land out of the Thomas R. Jackson League and also being the same tract of land, called 119.9 acres, as described in Volume 375, Pages 54-57 of the Deed Records of Hays County, Texas.

THIS PLAT OF THE WOODS HAS BEEN SUBMITTED TO AND CONSIDERED BY THE HAYS COUNTY COMMISSIONERS COURT AND IS HEREBY APPROVED BY SAID COURT 25th DAY OF April A.D. 1983

BY *Lyne B. Clayton*
 HAYS COUNTY CLERK

STATE OF TEXAS
 COUNTY OF COMAL

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

S. Craig Hollmig
 S. CRAIG HOLLMIG, P.E.
 REGISTERED PUBLIC SURVEYOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS 25th DAY OF April A.D. 1983

Lyne B. Clayton
 NOTARY PUBLIC, COMAL COUNTY, TEXAS
 10-19-82

STATE OF TEXAS
 COUNTY OF HAYS

I, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE, ON THE 25th DAY OF April A.D. 1983 AT 11:15 AM AND DULY RECORDED THE 11th DAY OF April A.D. 1983 AT 9:22 AM IN THE RECORDS OF PLATS OF SAID COUNTY, IN BOOK VOLUME 2 ON PAGE 345 IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, THIS 25th DAY OF April A.D. 1983

LYNE B. CLAYTON
 COUNTY CLERK, HAYS COUNTY, TEXAS

Dear Woods Loop Neighbor,

The Whitenights, at 101 Woods Loop, are in the process of applying for a Conditional Use Permit for our property for the right to build a guest house for remote working and guest use for family only. We would like to share our plans with you so that you may see and have an understanding of what we are constructing on our property.

Please see the attached plans and if you could please sign below in support of our application with the Dripping Springs Building and Zoning Department as well as the Dripping Springs City Council. By signing below you are relaying your support of our project and intended use of our property.

Sincerely,
The Whitenights

Woods Loop Neighbor Support

Name LORETTA R SCHENK

Signature Loretta R. Schenk

Address 900 Woods Loop

Address line 2 _____

Dear Woods Loop Neighbor,


The Whitenights, at 101 Woods Loop, are in the process of applying for a Conditional Use Permit for our property for the right to build a guest house for remote working and guest use for family only. We would like to share our plans with you so that you may see and have an understanding of what we are constructing on our property.

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Sincerely,
The Whitenights

Woods Loop Neighbor Support

Name Joy & Michelle Williams

Signature 

Address 1900 Woods Loop

Address line 2 Dr. Stwood TX 78619

Dear Woods Loop Neighbor,

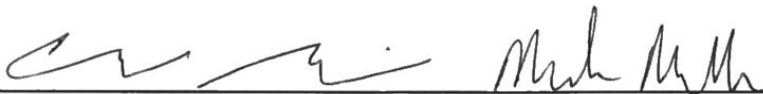
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Sincerely,
The Whitenights

Woods Loop Neighbor Support

Name Chuck & Melanie Miller

Signature 

Address 300 Woods Loop

Address line 2 Dripping Springs, TX 78619

Dear Woods Loop Neighbor,

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Sincerely,
The Whitenights

Woods Loop Neighbor Support

Name Mary Green

Signature MBYan

Address 201 Woods Loop Driftwood, Tx 78619

Address line 2 _____

15/ITC/ 1945648 -DRP/MFB

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL 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.

DATE: April 6, 2020

GRANTOR: Ron McGuire Construction, LLC

GRANTOR'S MAILING ADDRESS: 5007 LONE STAR ROAD
ROSTON, TX 78782

GRANTEE: Evan K. Whitenight and Sarah Whitenight, husband and wife

GRANTEE'S MAILING ADDRESS: 101 WOODS LOOP
DR. F. WOOD, TX 78645

CONSIDERATION:

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged, and a note of even date that is in the principal amount of \$510,400.00, and is executed by Grantee, payable to the order of Capstar Lending, LLC. The note is secured by a vendor's lien retained in favor of Capstar Lending, LLC in this deed and by a deed of trust of even date from Grantee to Ruth W Garner, Trustee.

PROPERTY (including any improvements):

Lot 23, THE WOODS, according to the map or plat thereof, recorded in Volume 2, Page 345, Plat Records, Hays County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

This conveyance is made and accepted subject to all restrictions, covenants, conditions, rights-of-way, assessments, outstanding royalty and mineral reservations and easements, if any, affecting the above described property that are valid, existing and properly of record as of the date hereof and subject, further, to taxes for the year 2020 and subsequent years.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Capstar Lending, LLC, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to the property are retained for the benefit of Capstar Lending, LLC and are transferred to that party.

Ron McGuire Construction, LLC

By: 

Name: Ron A. McGuire

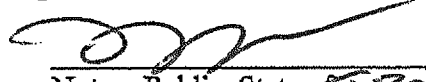
Title: MANAGING MEMBER

NOTICE: This instrument was prepared by Hancock McGill & Bleau, LLLP (HMB) at the request of Independence Title Company or the parties using information provided by the title company and the parties. Unless we have been provided with a copy of any contracts related to this transaction or been informed of any reservations required by the seller, the reservations will not be included in this warranty deed and by accepting this deed, all parties release HMB from any liability resulting from the failure to include undisclosed reservations. We have not investigated or verified information provided to us and do not warrant the validity of the information or quality of title to the real estate described above. We do not represent the parties named in this instrument. The parties should seek independent legal counsel for advice concerning the effect and consequences of this instrument.

Acknowledgement

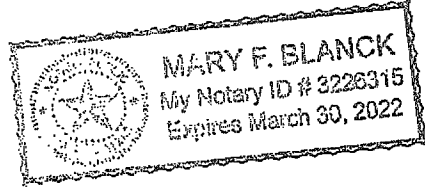
STATE OF TEXAS
COUNTY OF HAYS

This instrument was acknowledged before me on the 6 day of April, 2020, by Ron A. McGuire, Madalys McGuire of Ron McGuire Construction, LLC, a TX corporation, on behalf of said corporation.


Notary Public, State of TEXAS

Prepared by:
Hancock McGill & Bleau, LLLP
Attorneys at Law
File No. 1945648

After Recording Return To:



Da5648-sw

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

20013484 DEED
04/07/2020 04:43:51 PM Total Fees: \$34.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



IMPERVIOUS COVER CALCULATION SHEET

Total Lot Size	3.08 ac	134,164.80
----------------	---------	------------

Description	SQ/FT
Main Area Existing Home	3220
Covered Porch	342
Covered Porch	74
Detached Garage	1864
Front Driveway	596
Detached Patio	384
ADU Residence Main Area	1292
ADU Residence Front Porch	68
ADU Residence Back Porch	89
Proposed new driveway	1992
Total	9921
Impervious Cover with new structures	7.39%



Notice of Violation

DATE ISSUED: September 29th, 2020

NAME & ADDRESS OF VIOLATOR: Whitenight, Evan K & Sarah
101 Woods Loop
Driftwood, TX 78619

LOCATION OF SITE: 101 Woods Loop
Driftwood, Hays County, Texas
Property ID: R53175

NOTICE ISSUED BY: Sarah Cole
Building Official
Phone: 512-858-4725

CEASE & DESIST: You are hereby ordered to *cease and desist* from the violation cited below, and to *stop work* on the above-described property until authorized by the City in writing to recommence and proceed with the work.

VIOLATIONS: Development on land, tract, parcel, or lot within the City limits without the proper permit obtained from the City.

VIOLATION NOTICE: You are in violation of the City of Dripping Springs Code of Ordinances: Volume II, Chapter 24, Section 24.02.063 Permit Required.

ACTION REQUIRED: Please submit a completed building permit application to the City of Dripping Springs. Feel free to contact my office at the City of Dripping Springs for assistance in this matter. By cooperating with the City, you can bring your property in compliance with the law and avoid your case being taken to court.

FAILURE TO ACT: Failure to remedy the violations stated in this notice shall result in the filing of criminal charges and/or the filing of a civil lawsuit.

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2020-___

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR THE USE OF ACCESSORY DWELLING WITHIN THE SINGLE-FAMILY RESIDENTIAL - LOW DENSITY (SF-1) ZONING DISTRICT FOR A PROPERTY LOCATED AT 101 WOODS LOOP, DRIFTWOOD, TX 78619 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 8th day of December 2020, by a vote of __ (ayes) to __ (nays) to __ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A"



City of Dripping Springs | Conditional Use Permit

Granted to allow the land use of "Accessory Dwelling" on a property that is currently zoned Single-Family Residential - Low Density (SF-1) District located at:

101 Woods Loop, Driftwood, Texas, 78619

Approved by the City of Dripping Springs City Council on _____

The use of a Accessory dwelling at the above-mentioned location is allowed pursuant to the following regulations:

1. No more than two driveways permitted on the lot.
2. The ADU shall be connected to an approved on-site septic system prior to occupancy.
3. 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.
4. 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).
5. Conditional Use Permit is effective on _____.

Attachment “B”
Concept Plan, Elevations, Plans



City Council Planning Department Staff Report

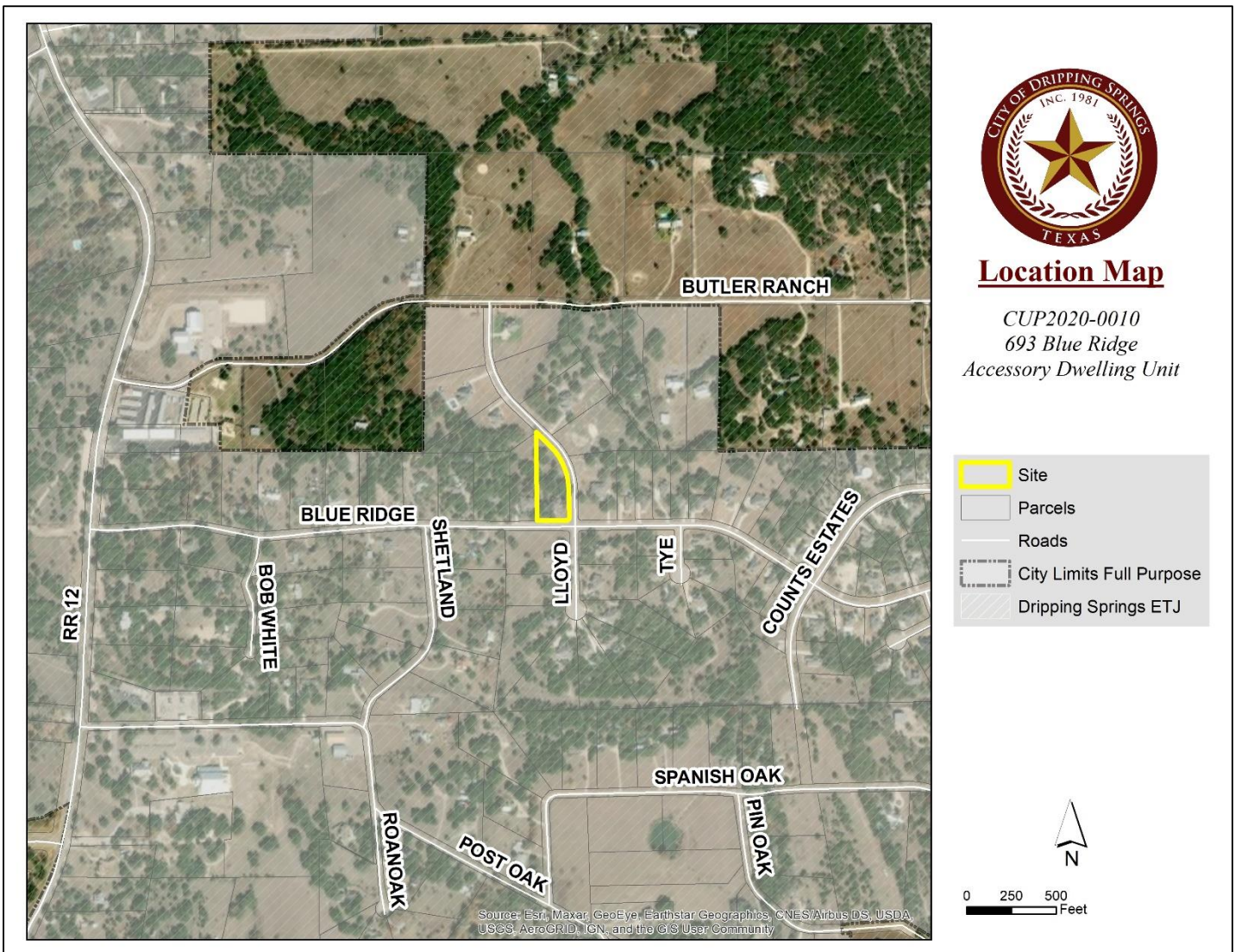
City Council Meeting: December 8, 2020
Project No: CUP2020-0010
Project Planner: Amanda Padilla, Senior Planner

Item Details

Project Name: 693 Blue Ridge Accessory Dwelling Unit
Property Location: 693 Blue Ridge, Dripping Springs, Texas 78619
Legal Description: COUNTS ESTATES PHASE TWO (AKA BUTLER RANCH ESTATES), BLOCK C, Lot 4, ACRES 1.6452
Applicant: Josh Haro, Haro Homes, LLC
Property Owner: Adrienne Golias and Karleen Watson
Request: Conditional use permit for an accessory dwelling structure

Staff Recommendation

Staff recommends approval of the requested CUP with the conditions outlined in the staff report



Overview

The applicant is requesting a Conditional Use Permit (CUP) to allow a 1059 square foot accessory dwelling to be located at 693 Blue Ridge, Dripping Springs, Texas 78620. The Property is located within the Single-Family Residential District-Low Density (SF-1) zoning district. Accessory dwellings are permitted in SF-1 zoning districts with an approved Conditional Use Permit. A conditional use is a land use that is compatible with the permitted land uses in a given zoning district only under certain conditions. Such conditions include a determination that the external effects of the conditional use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through imposition of additional standards and conditions

Accessory Dwelling is defined as a secondary living space that is on-site with a primary living space and that may be contained within the space structure as the primary or may be contained in a separate structure. Occupants of secondary living spaces typically include a caretaker, servant, or farm worker employed by the owner/occupant, or a guest or family member of the owner/occupant

Single- Family Residential– Low Density (SF-1) zoning district is intended to provide for development of low density, detached, single- family residences on lots of at least one (1) acres in size. This accessory dwelling unit would be placed in Counts Estates Phase 2 Subdivision where the lots vary in size. Counts Estates Phase 2 subdivision was established in 2014.The subdivision is east of Ranch Road 12 and south of US Highway 290.

The City’s 2016 Comprehensive Plan outlines Livability/ Quality of Life as a topic of the comprehensive plan. A Goal of the Comprehensive plan that falls under that topic is for the City to support housing options within the City. Below is the section of the Comprehensive Plan that clearly outlines how Accessory Dwelling Units can be another opportunity for housing diversity.

“Accessory dwelling units (ADUs) are another opportunity to incorporate lower cost housing options into the existing fabric of the community. These units provide an option for older residents who want to downsize but remain in Dripping Springs or young couples just starting out. They also provide an option for homeowners who may want or need extra income, allowing them to remain in their homes by providing supplemental income. It will be important to explore best practices from other communities and establish a policy that reflects the values of Dripping Springs and protects neighborhood integrity for existing residents.”

The accessory dwelling will be located north on the lot, adjacent to Lloyd Lane [See Exhibit 2]. The structure would be visible from Lloyd Ln. The accessory dwelling unit is a two (2) bedroom, one (1) bath, and one (1) car garage. The accessory structures habitable area is 863 sf. This is intended to be a mother-in-law suite that has been approved through the community’s homeowner’s association (HOA). The structure will have its own mailing address (Unit B) for 911 purposes, this was a requirement through the HOA. The accessory dwelling will need to comply with the setbacks required in SF-1 zoning district, see below table 1.

	Code requirement	Code Met?
Front	Twenty-five feet (25')	Yes, 209.7 feet
Rear	Twenty-five feet (25')	Yes
Side	Total of forty (40) feet combining both side yards with a minimum of fifteen feet (15') on either side.	Yes, setback 106 feet from side facing Lloyd Ln and 25 feet from other side
Setback for Garage	Side-Entry Garages: Single-family homes with side-entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of twenty-five feet (25') from the door face of the garage or carport to the side property line for maneuvering.	N/A, Garage is not side entry
Height	Accessory Building(s): Maximum	Height is 13 feet 10 inches.

	twenty-five feet (25') for other accessory buildings, including a detached garage or accessory dwelling units.	
Impervious Cover	Thirty Percent (30%)	Yes, they are under the impervious cover

Table 1 Code requirements

The applicant will need to provide two parking spaces for the accessory dwelling unit per section 5.6.1 of the Zoning Ordinance.

- (a) Single-Family Residential including SF-1, SF-2, SF-3 and SF-4: 2 per dwelling unit.

The Accessory Dwelling Unit will connect into utilities from the Main Residential Building. Utilities are below:

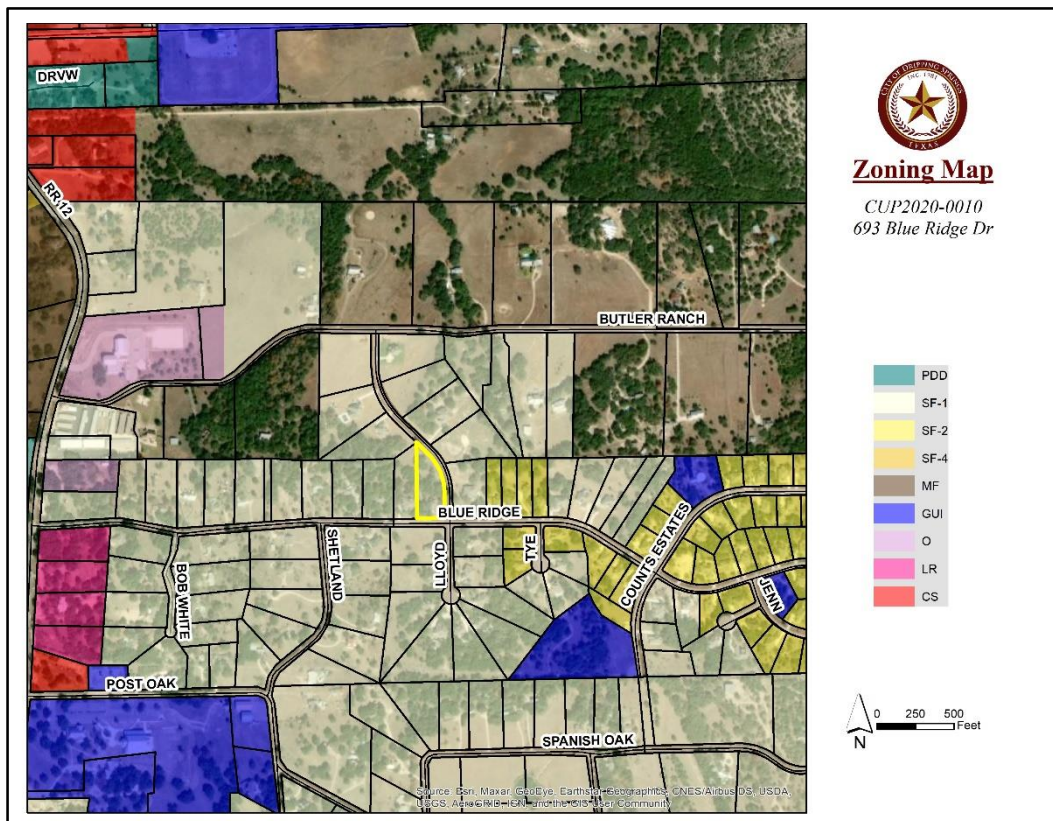
Water: Dripping Springs Water Supply Corporation (DSWSC). The structure will connect into existing 1” Water Line on Main House.

Wastewater: OSSF. Existing house on property has septic system that has been reviewed by Paul Sawyer’s Engineer and cleared to tie into existing. No new septic system will be needed.

Electricity: PEC

It is important to note that the applicant had already begun construction of the accessory dwelling unit and a code enforcement notice of violation has been issued due to the lack of a CUP. If the requested CUP is not granted the ADU must be removed.

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	Single- Family Residential – Low Density (SF-1) /ETJ	Single family residential	Not Applicable, Outside of Comprehensive Plan
East	Single- Family Residential – Low Density (SF-1) /Single-Family Residential – Moderate Density (SF-2)	Single family residential	
South	Single- Family Residential – Low Density (SF-1)	Single Family Residential	
West	Single- Family Residential – Low Density (SF-1)	Single Family Residential	

The feel of the subdivision is a low to moderate dense rural neighborhood with open yards. The neighborhood has very little fencing. The applicant does not intend to place a fence.

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 addresses accessory dwelling units in the Comprehensive Plan Goal 3.1. ADUs are an option for supporting housing options in Dripping Springs.
2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;	The subject property is zoned Single-family Residential District – Low Density (SF-1). Accessory dwelling units are a listed conditional use in this zoning district.
3. The proposed use meets all supplemental standards specifically applicable to the use, as established in the Development Standards, Section 5;	Based on the concept plan the proposed use meets all the development standards established in the section 5. The structure will be reevaluated at the building permit stage.
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 applicant will be utilizing the existing driveway already in place for main structure and extending the driveway with crushed granite.
b. Off-street parking areas, loading areas, and pavement type;	The accessory dwelling unit will have adequate parking. One space in the garage and the other in the driveway.
c. Refuse and service areas;	The City's solid waste service will need to be alerted.
d. Utilities with reference to location, availability, and compatibility;	See staff report
e. Screening and buffering, features to	There will be no new permanent fencing with this

minimize visual impacts, and/or setbacks from adjacent uses;	additional structure and there is no current permanent fencing – it is all open space.
f. Control of signs, if any;	N/A
g. Control of exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;	Lighting for the new structure will match the current house structure in accordance with city codes.
h. Required yards and open space;	The ADU will have access to the open space and yard of the main dwelling per the attached survey
i. Height and bulk of structures;	
j. Hours of operation;	N/A
k. Exterior construction material, building design, and building facade treatment;	The new structure is required and has already been approved by the HOA to match all existing exterior materials to the main house.
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	N/A
m. Provision for pedestrian access/amenities/areas;	N/A
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,	The 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.
6. Noise;	N/A
7. Odors; and	N/A
8. Dust.	N/A

Summary

Based on the proposed land use, compatibility with surrounding properties, and the Comprehensive Plan, **staff recommends approval of the requested CUP with the following conditions:**

- 1. No driveway permitted off Lloyd Drive**
- 2. The ADU shall be connected to a City approved on-site septic system prior to occupancy.**

The below is an excerpt of the Code for the procedures that City Council shall take for CUPS.

Chapter 30 Exhibit A Zoning Ordinance Sec 3.17.5 Procedures for CUPS:

(b) 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.

Planning and Zoning Commission Motion

A motion was made by Vice Chair Martin to recommend approval of CUP2020-0010: an application to consider a conditional use permit to allow for an accessory dwelling unit at the property located at 693 Blue Ridge Drive, Dripping Springs, TX 78620 with the following conditions:

1. No driveway permitted off Lloyd Drive
2. The ADU shall be connected to a City approved on-site septic system prior to occupancy.

Commissioner Bourguignon seconded the motion which carried unanimously, 5 to 0.

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.

Meetings Schedule

November 18, 2020 – Planning and Zoning Commission

December 8, 2020 - City Council Meeting

Attachments

- Exhibit 1- Conditional Use Permit Application
- Exhibit 2- Concept Plan, Elevations, Plans
- Exhibit 3- Project Summary (Submitted by Applicant)
- Exhibit 4- Notice of Violation
- Exhibit 5- Draft Conditional Use Permit Ordinance

Recommended Action:	Approve the requested Conditional Use Permit, with staff and any additional conditions deemed necessary by the Commission.
Alternatives/Options:	Deny the Conditional Use Permit; Approve the Conditional Use Permit with no or alternate conditions.
Budget/Financial Impact:	None calculated at this time.
Public Comments:	None at this time
Enforcement Issues:	N/A
Comprehensive Plan Element:	Livability / Quality of Life Support housing options in Dripping Springs



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 Adrienne Gollas + Karleen Watson
 STREET ADDRESS 493 Blue Ridge Dr.
 CITY Dripping Springs STATE TX ZIP CODE 78620
 PHONE 512-393-5545 EMAIL _____

APPLICANT NAME _____
 COMPANY Hard Homes, LLC
 STREET ADDRESS 22221 Red Yucca
 CITY Spicewood STATE TX ZIP CODE 78669
 PHONE 5129003066 EMAIL joshhard79@gmail.com

PROPERTY INFORMATION	
PROPERTY OWNER NAME	Adrienne Golias & Karleen Watson
PROPERTY ADDRESS	193 Blue Ridge Dr., Dripping Springs TX
CURRENT LEGAL DESCRIPTION	Block C, Lot 4, Acres 1.6452
TAX ID#	11-2112-0000-00401-4 78620
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	
PROPOSED USE	Mother In Law House
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	ADU request for mother in law house.

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 _____ 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. _____.)

Adrienne Golias & Karleen Watson

Name

Owners

Title

STATE OF TEXAS §

§

COUNTY OF HAYS §

This instrument was acknowledged before me on the 6th day of October,

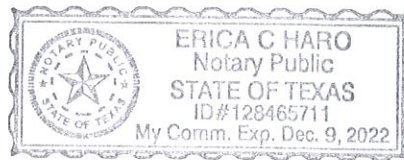
2011 by Adrienne Golias & Karleen Watson

Erica C Haro
Notary Public, State of Texas

My Commission Expires: 12/9/2022

Adrienne Golias & Karleen Watson

Name of Applicant



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:

Adrian Salas & Karleen Watson
 Applicant Signature

10/16/2020
 Date

CHECKLIST

STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PDF/Digital Copies of all submitted Documents
<input type="checkbox"/>	<input checked="" type="checkbox"/>	When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Application Fee (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Billing Contact Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (<i>required if marked "Yes (Required)" on above Lighting Ordinance Section of application</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plans
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Maps/Site Plan/Plat
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Architectural Elevation (<i>if applicable</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Notice Sign (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed

693 BLUE RIDGE DRIVE SITE LAYOUT PLAN

693 BLUE RIDGE DR.

DRIPPING SPRINGS, TEXAS 78620

OWNER:
 ADRIANNE & BRANDY GOLIAS
 693 BLUE RIDGE DRIVE
 DRIPPING SPRINGS, TX 78620

LEGAL DESCRIPTION

LOT 4, BLOCK C, COUNTS ESTATES PHASE 2, A SUBDIVISION IN HAYS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 18, PAGE 2, PLAT RECORDS, HAYS COUNTY, TEXAS.

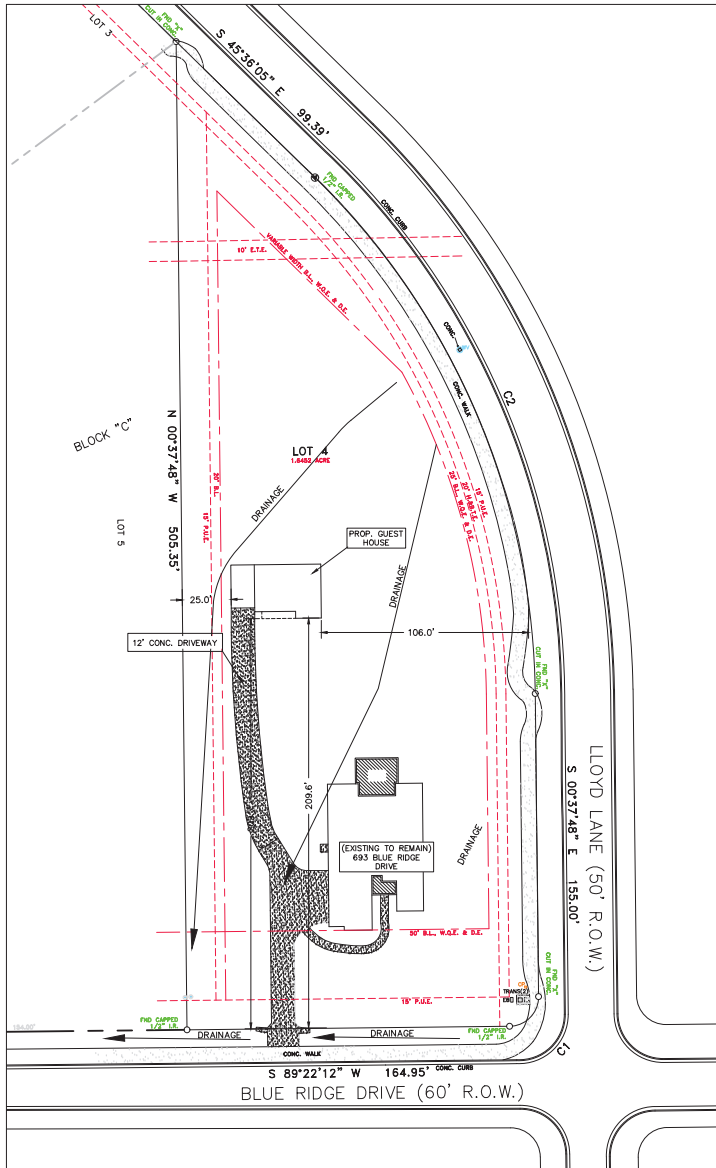


VICINITY MAP
 NOT TO SCALE

GRAPHIC SCALE
 0 10 20
 SCALE IN FEET
 SCALE: 1"=30'

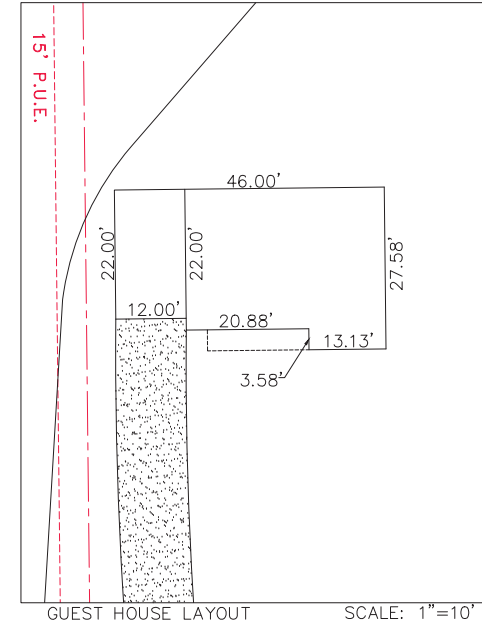
LEGEND

- DO LINE
- WW WASTE WATER LINE
- W WATER LINE
- P PROPERTY LINE
- CONTOUR
- B.L. BUILDING LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- F.F.E. FINISHED FLOOR ELEVATION
- PER PLAT
- R.O.W. RIGHT OF WAY
- O.E. OVERHEAD ELECTRIC
- P.P. POWER POLE
- A.C. AIR CONDITIONER
- S.E. SPOT ELEVATION
- E.P. EDGE OF PAVEMENT
- O.E. OVERHEAD ELECTRIC



SITE LAYOUT

NOTE:
 1. OWNER/CONTRACTOR TO OBTAIN PERMIT FROM HOMEOWNERS ASSOCIATION



GUEST HOUSE LAYOUT SCALE: 1"=10'



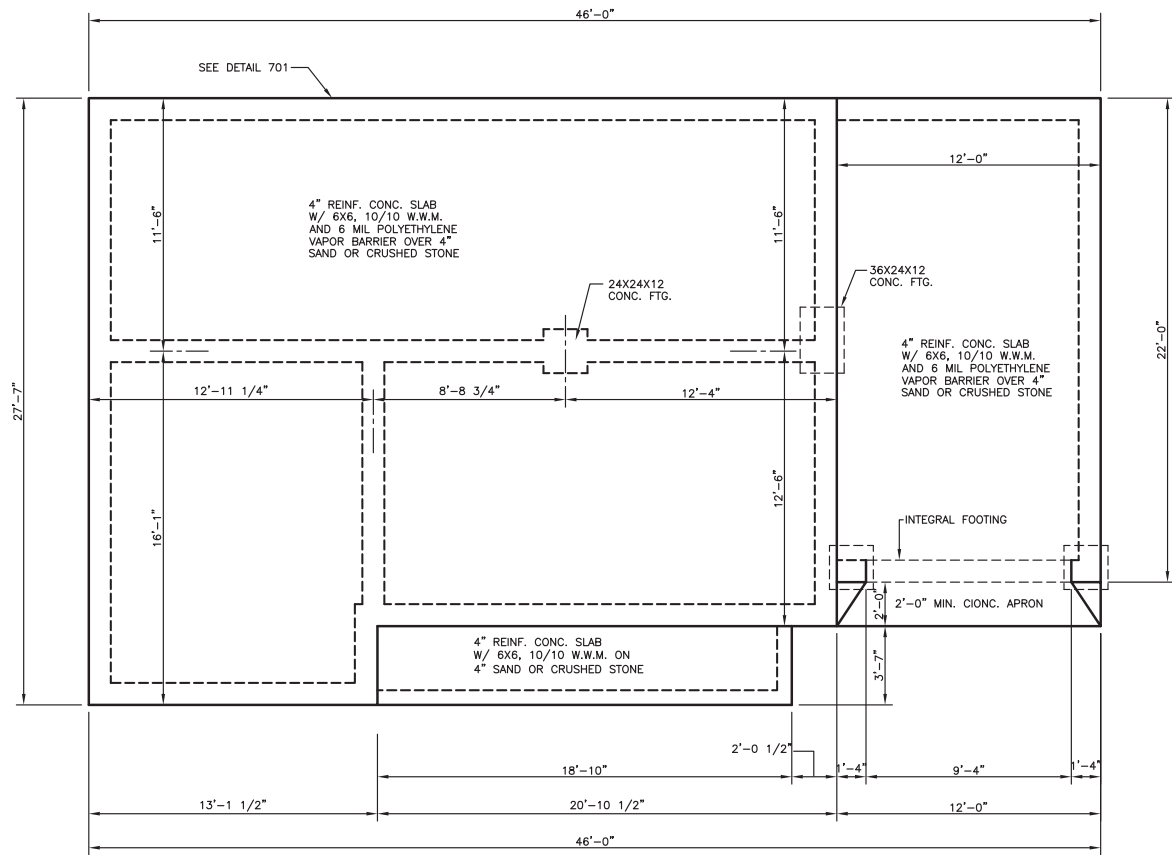
SERVANT ENGINEERING & CONSULTING PLLC
 12000 MANCHACA ROAD, SUITE C
 DRIPPING SPRINGS, TEXAS 78624
 F. 16504 AUSTIN, TEXAS 78748 (512) 988-5261 TEL

SITE LAYOUT PLAN
 693 BLUE RIDGE DRIVE WATER TAP PLAN
 693 BLUE RIDGE DRIVE
 DRIPPING SPRINGS, TEXAS 78620

NO.	REVISION/CORRECTION	BY	DATE
1	ROTATE HOUSE, DELETE APPROACH		

DATE: 10/02/2019
 FILE: 693 BLUE RIDGE
 DRAWN: J.J.F.
 SHEET

1
 OF 1



FOUNDATION PLAN
SCALE 1/4" = 1'-0"

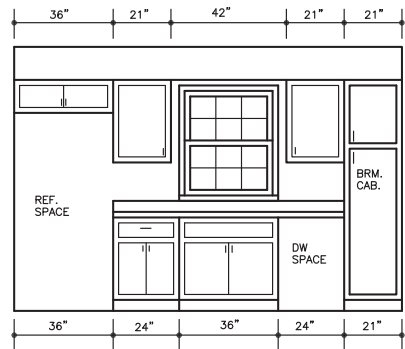
FLOATING SLAB
REVISED 01-04-17



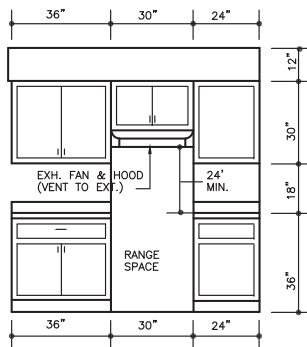
Standard Homes Plan Service, Inc.
7200 SUNSET LAKE ROAD FUQUAY-VARINA, NC 27526 (919)552-5677
SEE HOME DESIGN PREVIEWS ONLINE AT WWW.STANDARDHOMES.COM



DESIGNED FOR	PLAN	NO.	MAT'L.	SHOWN	SHEET
	FARROW	2	SID.	308	7

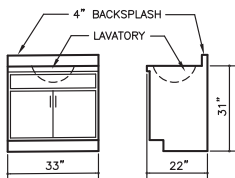


SINK SIDE



RANGE SIDE

VANITY DETAILS
SCALE : 3/8"=1'-0"

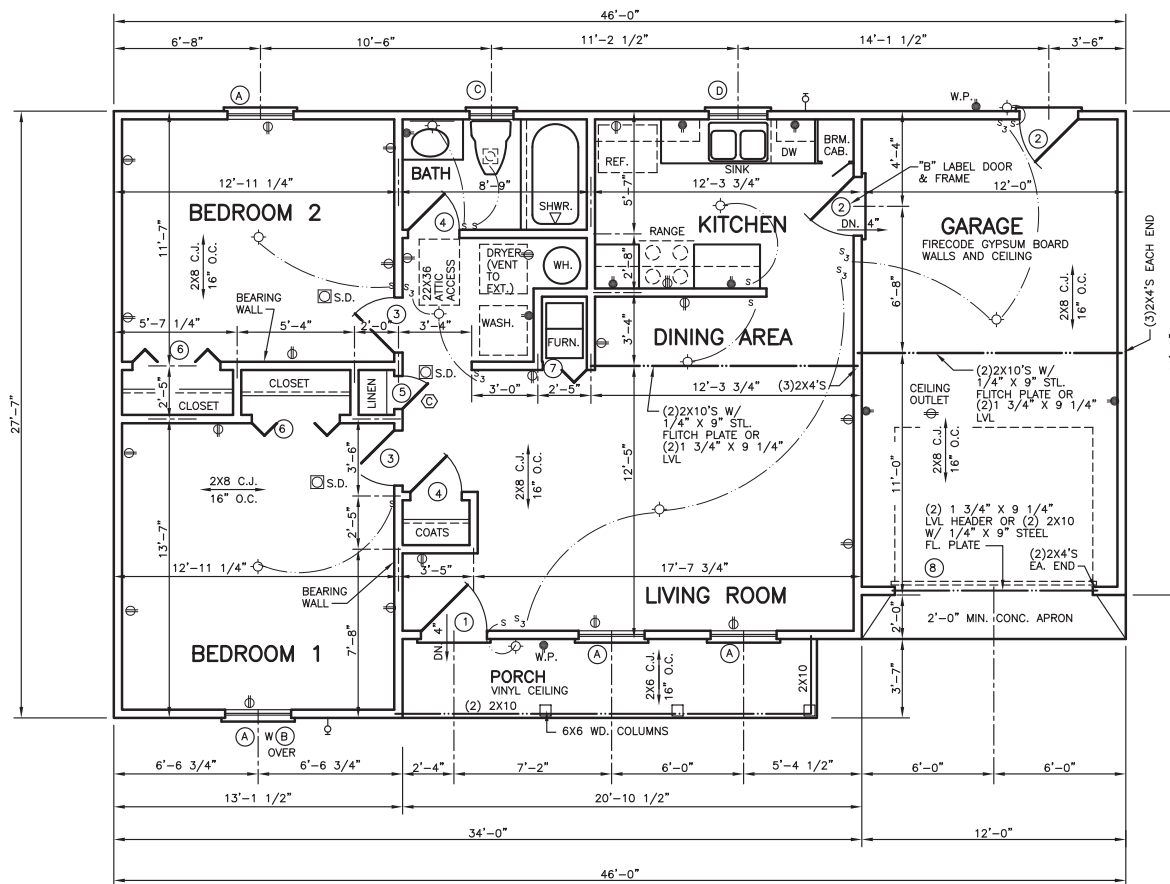


BATH

SECT.

KITCHEN CABINET
ELEVATIONS

SCALE : 3/8"=1'-0"
FOR SECTION THRU CABINETS,
SEE DETAIL ON COVER SHEET.



863 SQ. FT. HEATED AREA IN SIDING
264 SQ. FT. GARAGE
67 SQ. FT. PORCH

FLOOR PLAN
SCALE 1/4" = 1'-0"

WINDOW SCHEDULE

A	3'-0" X 4'-6" WD. D.H.	D	2'-8" X 3'-2" WD. D.H.	G		L	
B	3'-0" BASE ROUND TOP	E		H		M	
C	2'-0" X 3'-2" WD. D.H.	F		K		N	

DOOR SCHEDULE

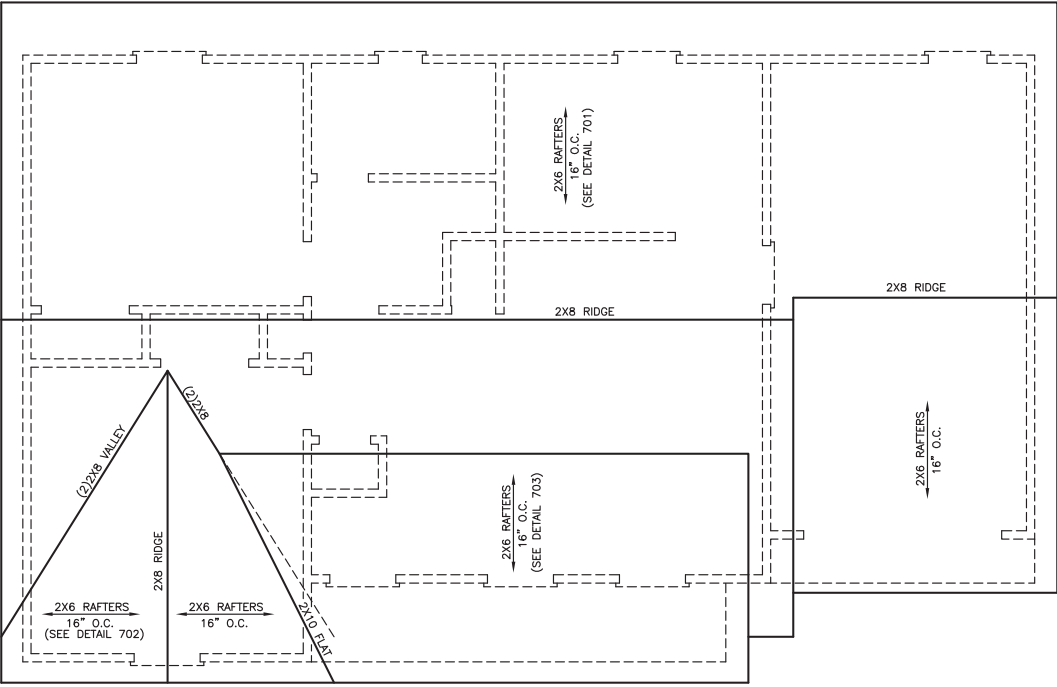
1	3'-0" X 6'-8" X 1 3/4"	4	2'-4" X 6'-8" X 1 3/8"	7	LOUVERED BIFOLD 2'-0" X 6'-8" X 1 3/8"	10	
2	2'-8" X 6'-8" X 1 3/4"	5	1'-6" X 6'-8" X 1 3/8"	8	GARAGE DOOR 9'-0" X 7'-0"	11	
3	2'-6" X 6'-8" X 1 3/8"	6	BIFOLD 4'-0" X 6'-8" X 1 3/8"	9		12	

Standard Homes Plan Service, Inc.
7200 SUNSET LAKE ROAD FUQUAY-VARINA, N.C. 27526 (919)552-5677

DESIGNED FOR _____ SHEET _____

PLAN **FARROW** NO. **2** MATERIAL **SID.** **309**

FLOATING SLAB
REVISED 01-04-17



ROOF PLAN
SCALE 1/4" = 1'-0"

ATTIC VENTILATION REQUIREMENTS :
1194 SQ. FT. --> 150 = 7.9 SQ. FT. NET
FREE AREA REQUIRED

FLOATING SLAB
REVISED 01-04-17



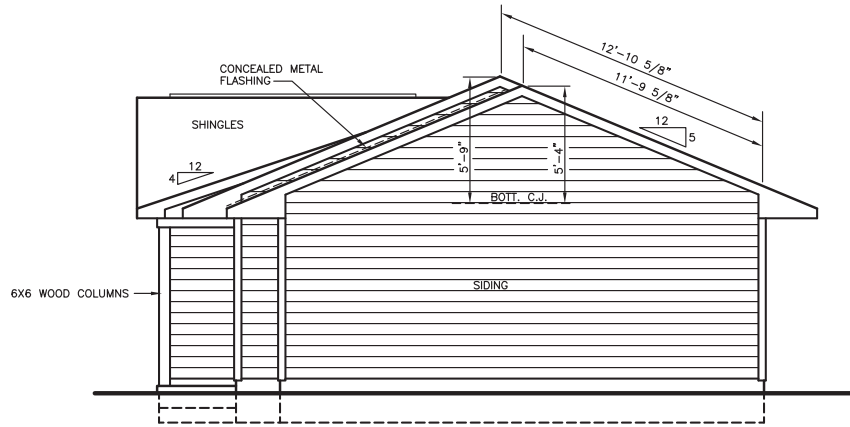
Standard Homes Plan Service, Inc.

7200 SUNSET LAKE ROAD FUQUAY-VARINA, NC 27526 (919)552-5677

SEE HOME DESIGN PREVIEWS ONLINE AT WWW.STANDARDHOMES.COM

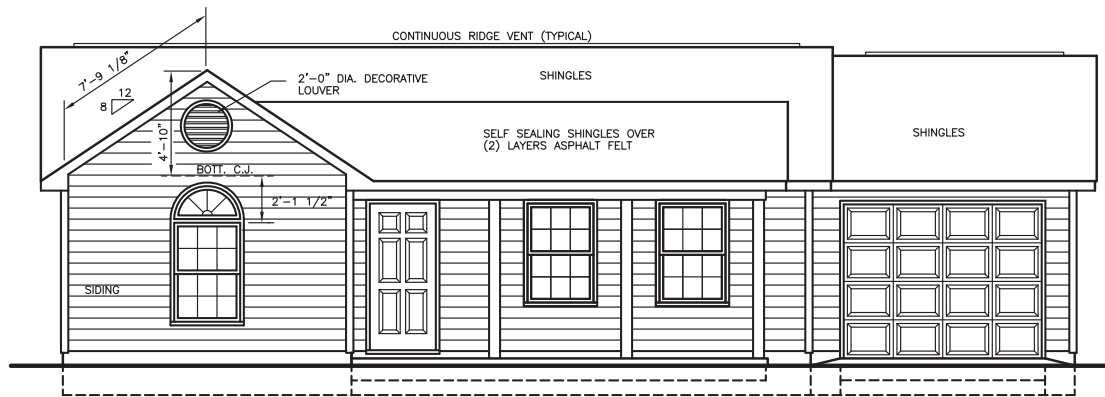


DESIGNED FOR	PLAN	NO.	MAT'L.	SHOWN	SHEET
	FARROW	2	SID.	310	7



PROVIDE GUTTERS, DOWNSPOUTS AND SPLASHPADS ACCORDING TO LOCAL CODE AND RAINFALL CONDITIONS.
ALL SPLASHPADS SHALL CARRY WATER 60" FROM BUILDING.

GARAGE SIDE ELEVATION
SCALE 1/4" = 1'-0"



FRONT ELEVATION
SCALE 1/4" = 1'-0"

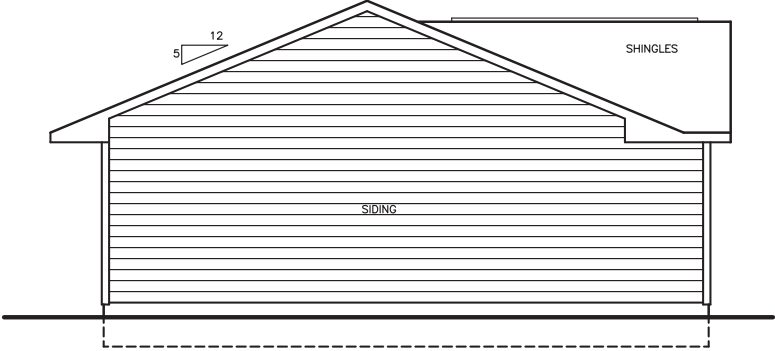
Standard Homes Plan Service, Inc.

7200 SUNSET LAKE ROAD FUQUAY-VARINA, NC 27526 (919)552-5677

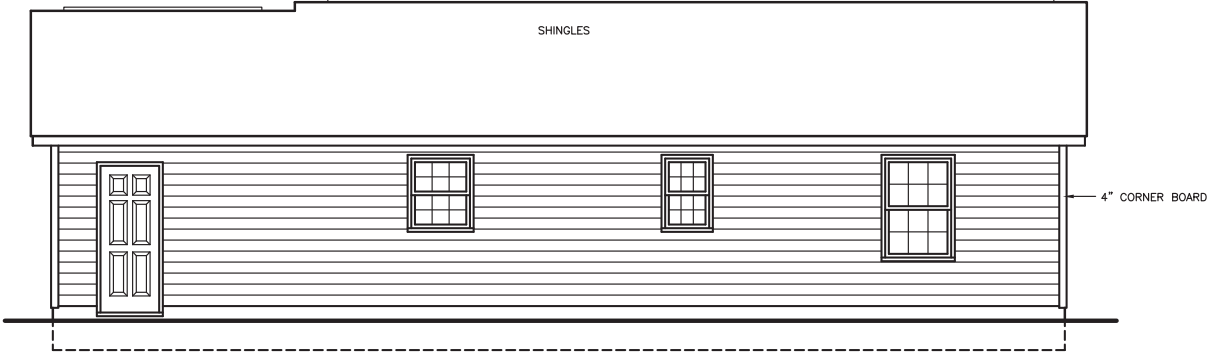
SEE HOME DESIGN PREVIEWS ONLINE AT WWW.STANDARDHOMES.COM



DESIGNED FOR	PLAN	NO.	MAT'L.	SHOWN	SHEET
	FARROW	2	SID.	311	7



BEDROOM SIDE ELEVATION



REAR ELEVATION
SCALE 1/4" = 1'-0"

FLOATING SLAB
REVISED 01-04-17



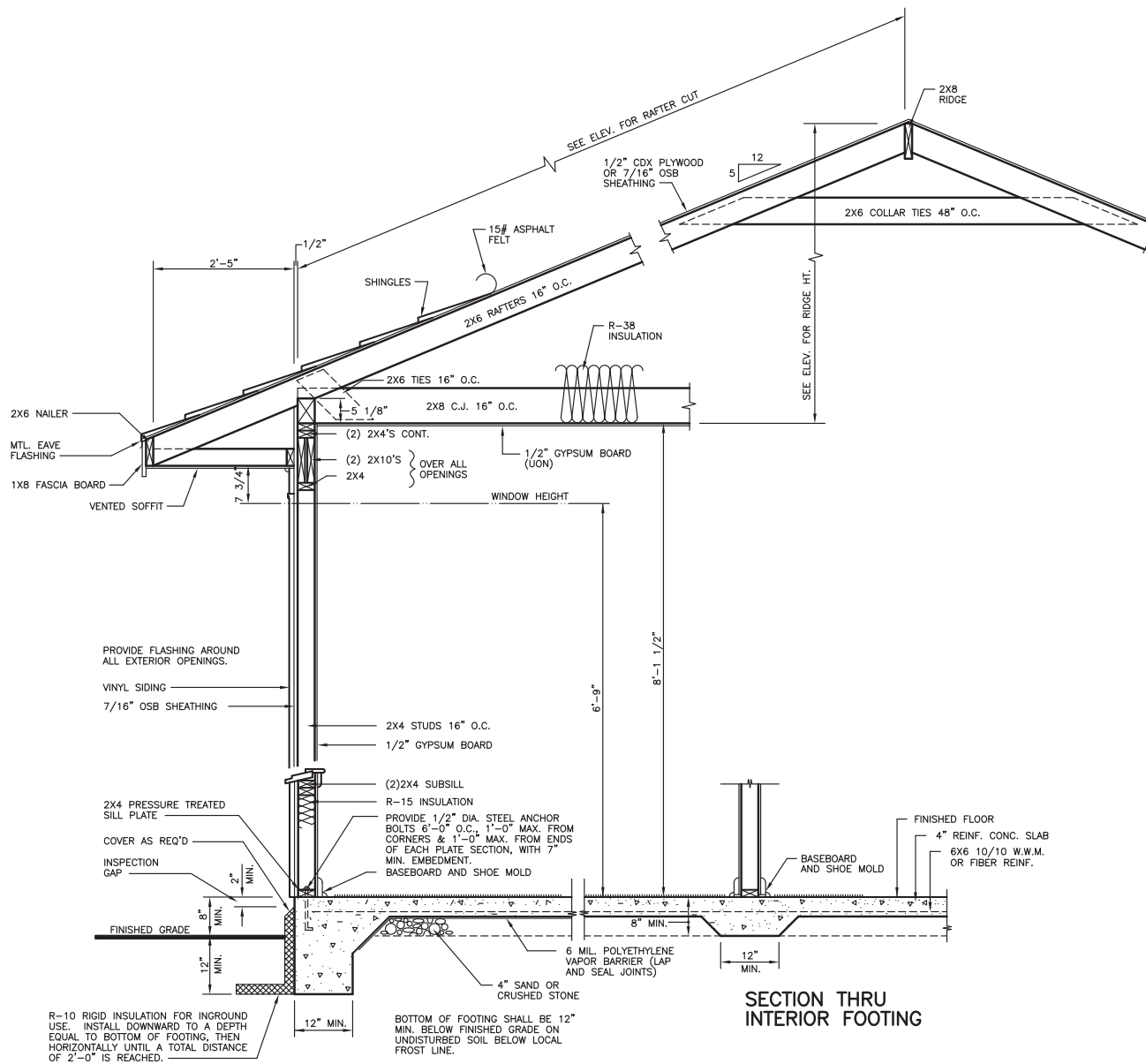
Standard Homes Plan Service, Inc.

7200 SUNSET LAKE ROAD FUQUAY-VARINA, NC 27526 (919)552-5677

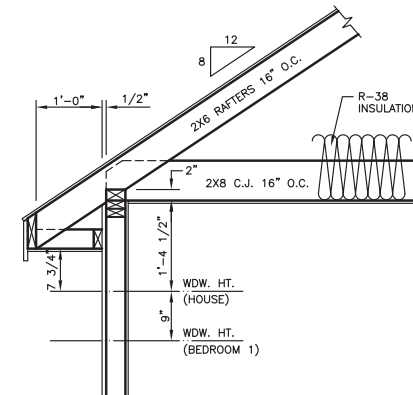
SEE HOME DESIGN PREVIEWS ONLINE AT WWW.STANDARDHOMES.COM



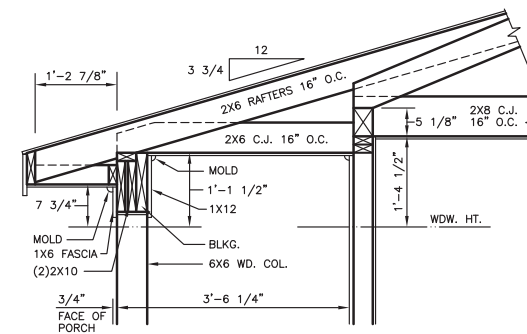
DESIGNED FOR	PLAN	NO.	MAT'L.	SHOWN	SHEET
	FARROW	2	SID.	312	7



701 TYPICAL WALL SECTION
SCALE : 3/4" = 1'-0"



702 SECT. THRU FRONT GABLE
SCALE : 3/4" = 1'-0"



703 SECT. THRU FRONT PORCH
SCALE : 3/4" = 1'-0"

SECTION THRU INTERIOR FOOTING

FLOATING SLAB
REVISED 01-04-17

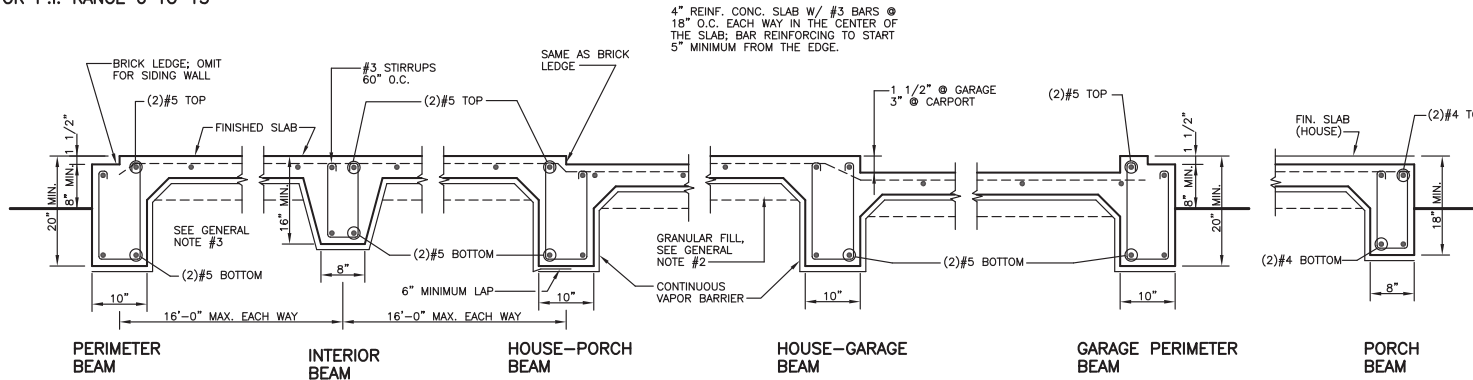
Standard Homes Plan Service, Inc.

7200 SUNSET LAKE ROAD FUQUAY-VARINA, NC 27526 (919)552-5677

SEE HOME DESIGN PREVIEWS ONLINE AT WWW.STANDARDHOMES.COM

DESIGNED FOR	PLAN	NO.	MAT'L.	SHOWN	SHEET
	FARROW	2	SID.	313	7

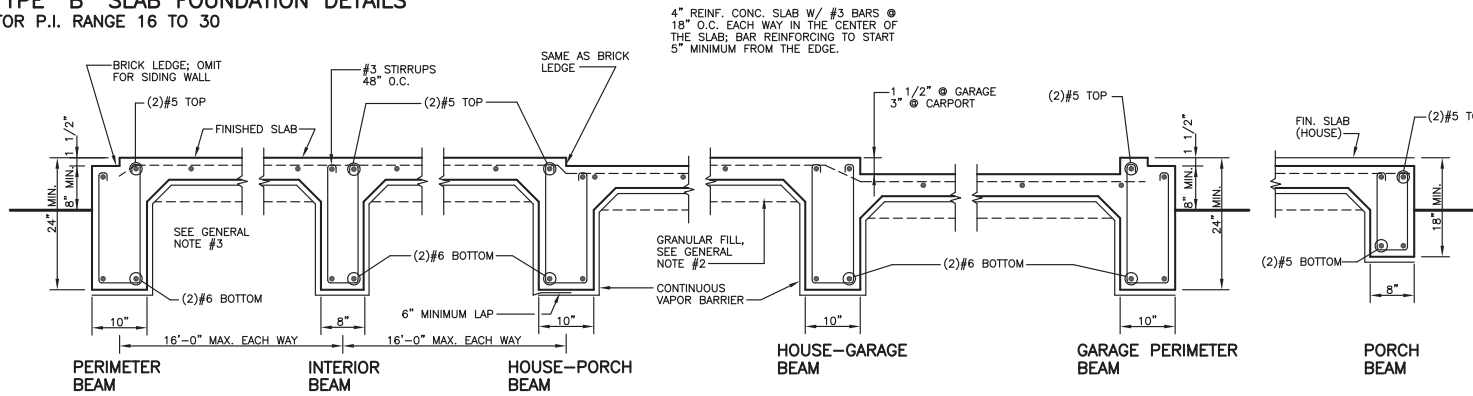
TYPE "A" SLAB FOUNDATION DETAILS
FOR P.I. RANGE 0 TO 15



GENERAL NOTES Item # 10.

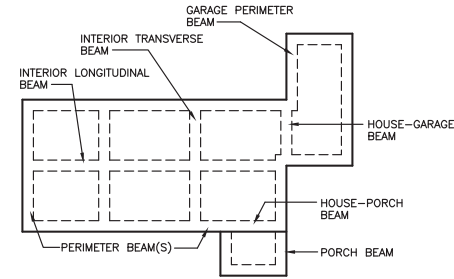
1. REMOVE EXPANSIVE SOILS TO A DEPTH AND WIDTH STABLE CONDITIONS. REPLACE REMOVED SOIL WITH STABILIZED FILL. EXCAVATED FILL MAY BE STABILIZED BY CHEMICAL TREATMENT, DE-WATERING AND COMPACTION, OR WETTING AND COMPACTION.
2. USE SAND FILL; EXCEPT IN AREA WHERE HIGH WATER TABLE IS ENCOUNTERED—USE GRAVEL, CRUSHED STONE OR COMPARIABLE MATERIAL.
3. BOTTOMS OF ALL BEAMS SHALL EXTEND 6" MINIMUM INTO UNDISTURBED SOIL.
4. ALL CONCRETE SHALL HAVE A 28 DAY MINIMUM COMPRESSIVE STRENGTH OF 3000 P.S.I.
5. NO DEAD-END BEAMS ALLOWED.
6. ALL BEAM REINFORCING SHALL EXTEND TO WITHIN 1 1/2" OF EXTERIOR FORMS.
7. ALL REINFORCING TO BE CONTINUOUS.
8. BEAM REINFORCING SHALL BE TIED AND SUPPORTED EVERY 5'-0" MIN.
9. LAP ALL BAR REINFORCING 40 DIAMETERS.
10. PROVIDE CHAIRS OR OTHER SUITABLE SUPPORTS FOR SLABS.
11. GARAGE AND PORCH SLABS SHALL BE THE SAME AS HOUSE SLAB.
12. PLUMBING MAY CROSS BEAMS, BUT NOT BE PLACED IN BEAMS.
13. REINFORCE PORCH BEAMS WITH (4)#4 BARS.
14. ALL REINFORCING TO HAVE A MINIMUM OF 1 1/2" CONCRETE COVER.

TYPE "B" SLAB FOUNDATION DETAILS
FOR P.I. RANGE 16 TO 30



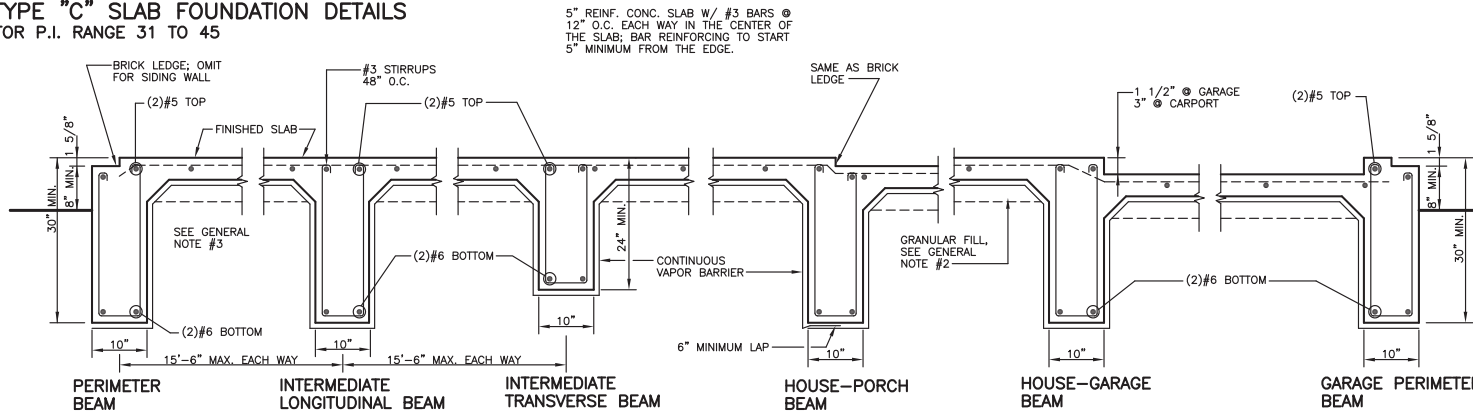
GENERAL NOTES

- SAME AS TYPE "A" SLAB EXCEPT AS FOLLOWS:
8. BEAM REINFORCING SHALL BE TIED AND SUPPORTED EVERY 4'-0" MIN.
 13. REINFORCE PORCH BEAMS WITH (4)#5 BARS.
 15. (3)#5 REBARS MAY BE SUBSTITUTED FOR (2)#6 REBARS.



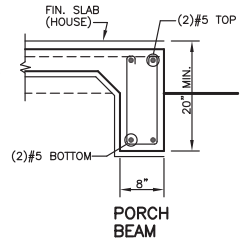
SCHEMATIC BEAM PLAN

TYPE "C" SLAB FOUNDATION DETAILS
FOR P.I. RANGE 31 TO 45



GENERAL NOTES

- SAME AS TYPE "A" SLAB EXCEPT AS FOLLOWS:
7. BEAM REINFORCING SHALL BE TIED AND SUPPORTED EVERY 4'-0" MIN.
 13. REINFORCE PORCH BEAMS WITH (4)#5 BARS.
 15. (3)#5 REBARS MAY BE SUBSTITUTED FOR (2)#6 REBARS.
 16. FOR HOUSE LENGTHS MORE THAN 50' AND UP TO 60' IN LENGTH, PROVIDE (3)#6 BARS IN BOTTOM, AND (2)#5 BARS IN TOP OF ALL LONGITUDINAL BEAMS.



PORCH BEAM



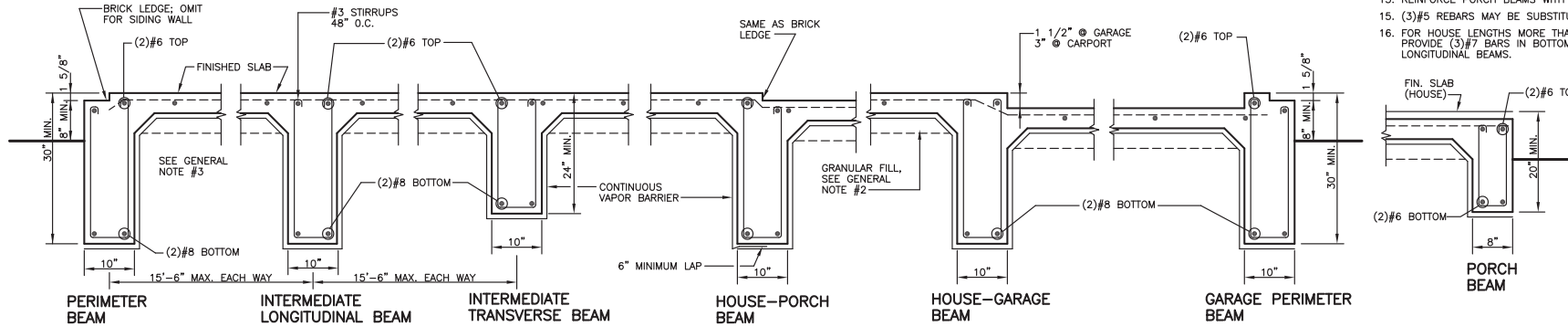
Standard Homes Plan Service, Inc.
7200 SUNSET LAKE ROAD FUQUAY-VARINA, NC 27526 (919)552-5677
SEE HOME DESIGN PREVIEWS ONLINE AT WWW.STANDARHOMES.COM



DESIGNED FOR	PLAN	NO.	MAT'L.	SHOWN	SHEET
CONC. SLAB FOUND. DETAILS (TEXAS)			700	314	2

**TYPE "D" SLAB FOUNDATION DETAILS
FOR P.I. RANGE 46 TO 60**

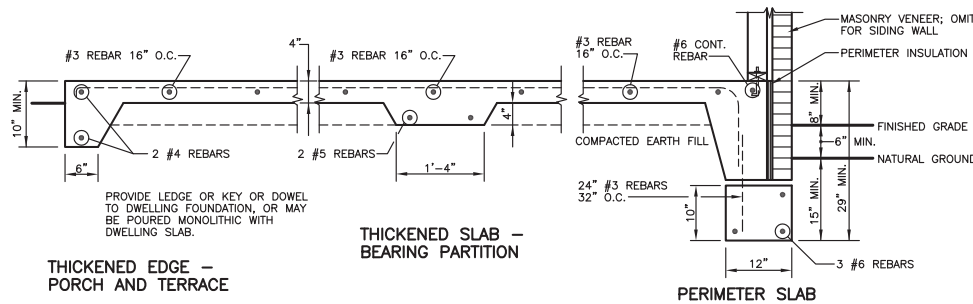
5" REINF. CONC. SLAB W/ #3 BARS @ 12" O.C. EACH WAY IN THE CENTER OF THE SLAB; BAR REINFORCING TO START 5" MINIMUM FROM THE EDGE.



GENERAL NOTES Item # 10.

- 7. BEAM REINFORCING SHALL BE TIED AND SUPPORTED EVERY 4'-0" MIN.
- 13. REINFORCE PORCH BEAMS WITH (4)#6 BARS.
- 15. (3)#5 REBARS MAY BE SUBSTITUTED FOR (2)#6 REBARS.
- 16. FOR HOUSE LENGTHS MORE THAN 50' AND UP TO 60' IN LENGTH, PROVIDE (3)#7 BARS IN BOTTOM, AND (2)#6 BARS IN TOP OF ALL LONGITUDINAL BEAMS.

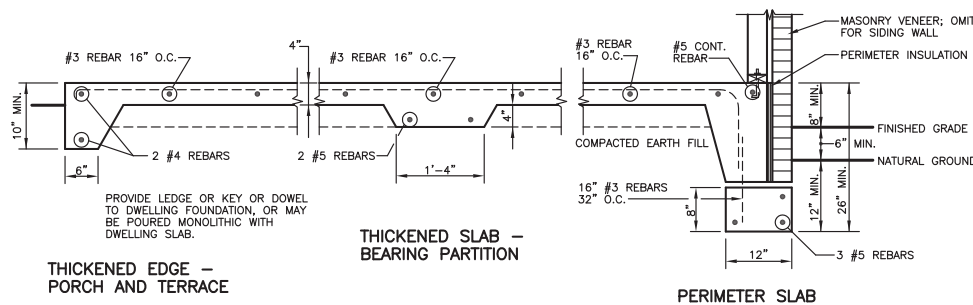
**AMARILLO AREA SLAB FOUNDATION DETAILS
TWO POUR SYSTEM**



GENERAL NOTES

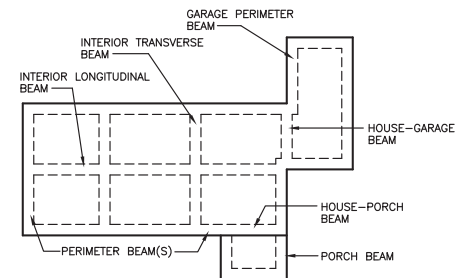
- 1. REMOVE EXPANSIVE SOILS TO A DEPTH AND WIDTH SUFFICIENT TO ASSURE STABLE CONDITIONS. REPLACE REMOVED SOIL WITH STABLE FILL OR STABILIZED FILL. EXCAVATED FILL MAY BE STABILIZED BY CHEMICAL TREATMENT, DE-WATERING AND COMPACTION, OR WETTING AND COMPACTION.
- 2. USE SAND FILL; EXCEPT IN AREA WHERE HIGH WATER TABLE IS ENCOUNTERED--USE GRAVEL, CRUSHED STONE OR COMPARABLE MATERIAL.
- 3. ALL PERIMETER BEAMS SHALL EXTEND 6" MINIMUM INTO UNDISTURBED SOIL.
- 4. ALL CONCRETE SHALL HAVE A 28 DAY MINIMUM COMPRESSIVE STRENGTH OF 3000 P.S.I.
- 5. NO DEAD-END BEAMS ALLOWED.
- 6. ALL BEAM REINFORCING SHALL EXTEND TO WITHIN 1 1/2" OF EXTERIOR FORMS.
- 7. ALL REINFORCING TO BE CONTINUOUS.
- 8. BEAM REINFORCING SHALL BE TIED AND SUPPORTED EVERY 4'-0" MIN.
- 9. LAP ALL BAR REINFORCING 40 DIAMETERS.
- 10. PROVIDE CHAIRS OR OTHER SUITABLE SUPPORTS FOR SLABS.
- 11. PLUMBING MAY CROSS BEAMS, BUT NOT BE PLACED IN BEAMS.
- 12. ALL REINFORCING TO HAVE A MINIMUM OF 1 1/2" CONCRETE COVER.

**LUBBOCK-MIDLAND-ODESSA AREA SLAB FOUNDATION DETAILS
TWO POUR SYSTEM**



GENERAL NOTES

SAME AS AMARILLO AREA SLAB NOTES



SCHEMATIC BEAM PLAN



Standard Homes Plan Service, Inc.

7200 SUNSET LAKE ROAD FUQUAY-VARINA, NC 27526 (919)552-5677

SEE HOME DESIGN PREVIEWS ONLINE AT WWW.STANDARDHOMES.COM



DESIGNED FOR	PLAN	NO.	MAT'L.	SHOWN	SHEET
CONC. SLAB FOUND. DETAILS (TEXAS)			700	315	2

HARO HOMES, LLC

JOSH HARO

10/23/2020

RE: CONDITIONAL PERMIT (693 BLUDERIDGE, DRIPPING SPRINGS TX 78620)

1st Portion

- 1.) Connecting into existing 1" Water Line on Main House. Existing House on property has septic system that has been reviewed by Paul Sawyer's Engineer and cleared to tie into existing. No new septic system will be needed.
- 2.) This is a Mother N Law house that has been approved through the communities HOA, the new structure is for the homeowners Mother to reside in as a permanent home.
- 3.) Impervious Coverage – Lots SQFT 82,820 X 30% = 24,846 sqft of Impervious Coverage
- 4.) This structure is one bedroom but will have its own mailing address (Unit B) for 911 purposes as required by the HOA. This unit will not be leased or rented out to anyone, again this unit will be lived in permanently by the owners Mother as primary residence.

2nd Portion

- 1.) Per site Plan which has already been approved, all parking will be kept to existing driveway already in place for main structure – No additional parking on the street will be needed
- 2.) Driveway Parking – Parking will be on existing driveway w/ additional parking extended from main driveway with crushed granite.
- 3.) All service areas (Electrical, Water) are located in the front and south east side of main structure.
- 4.) All utilities will be tied into existing utilities, adequate load and calculations have been completed and deemed adequate.
- 5.) Job site will be covered w/ mulch and silt fencing to mitigate erosion control and tree protection.
- 6.) Lighting for the new structure will match the current house structure in accordance to county and city codes.
- 7.) There will be no new permanent fencing with this additional structure and there is no current permanent fencing – it is all open space.
- 8.) Height Umbrella for structure – 13'10", Heated Area 863 sqft, Garage 264 sqft, Porch 67 sqft (This is also on the plans that is have been provided)
- 9.) The new structure is required and has already been approved by the HOA to match all existing exterior materials to the main house.
- 10.) No traffic control will be necessary – all access to utilities and site will be limited to the property itself.



Notice of Violation

DATE ISSUED: November 3, 2020

NAME & ADDRESS OF VIOLATOR: Golias Adrienne & Brandy
693 Blue Ridge Dr
Dripping Springs, TX 78620

LOCATION OF SITE: 693 Blue Ridge Dr
Dripping Springs, TX 78620, Texas
Property ID: R53175

NOTICE ISSUED BY: Sarah Cole
Building Official
Phone: 512-858-4725

CEASE & DESIST: You are hereby ordered to *cease and desist* from the violation cited below, and to *stop work* on the above-described property until authorized by the City in writing to recommence and proceed with the work.

VIOLATIONS: Development on land, tract, parcel, or lot within the City limits without the proper permits obtained from the City.

VIOLATION NOTICE: You are in violation of the City of Dripping Springs Code of Ordinances: Volume II, Chapter 24, Section 24.02.063 Permit Required. Volume II, Chapter 30, Section 3.17.2 CUP required

ACTION REQUIRED: Please submit a completed Building Permit application and Conditional Use Permit application to the City of Dripping Springs. Feel free to contact my office at the City of Dripping Springs for assistance in this matter. By cooperating with the City, you can bring your property in compliance with the law and avoid your case being taken to court.

FAILURE TO ACT: Failure to remedy the violations stated in this notice shall result in the filing of criminal charges and/or the filing of a civil lawsuit.

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2020-___

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR THE USE OF ACCESSORY DWELLING WITHIN THE SINGLE-FAMILY RESIDENTIAL - LOW DENSITY (SF-1) ZONING DISTRICT FOR A PROPERTY LOCATED AT 693 BLUE RIDGE DRIVE 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 8th day of December 2020, by a vote of __ (ayes) to __ (nays) to __ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A"



City of Dripping Springs | Conditional Use Permit

Granted to allow the land use of "Accessory Dwelling" on a property that is currently zoned Single-Family Residential - Low Density (SF-1) District located at:

693 Blue Ridge Drive, Dripping Springs, Texas 78620

Approved by the City of Dripping Springs City Council on _____

The use of an Accessory dwelling at the above-mentioned location is allowed pursuant to the following regulations:

1. No driveway permitted off Lloyd Drive
2. The ADU shall be connected to an approved on-site septic system prior to occupancy.
3. 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.
4. 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).
5. Conditional Use Permit is effective on _____.

Attachment "B"
Concept Plan, Elevations, Plans



City Council Meeting Planning Department Staff Report

City Council Meeting: December 8, 2020

Project Number: ZA2020-0009

Project Planner: Amanda Padilla, Senior Planner

Item Details

Project Name: 519 Old Fitzhugh Road

Property Location: 519 Old Fitzhugh Road

Legal Description: Tract 1: A0415 PHILIP A SMITH SURVEY, ACRES 0.84
Tract 2: A0415 PHILIP A SMITH SURVEY, ACRES 2.07

Applicant: Jon Thompson

Property Owner: Charlie N. Haydon

Request: A proposed zoning map amendment for two (2) tracts located at 519 Old Fitzhugh Rd, within the Old Fitzhugh Road Historic District. The two tracts are requesting to rezone from Single Family - Low Density (SF-1) to Local Retail (LR).

Staff Recommendation: **Staff recommends approval of the requested Zoning Change from Single Family - Low Density (SF-1) to Local Retail (LR).**



Overview

The applicant is requesting a zoning map amendment change for two (2) tracts located at 519 Old Fitzhugh Road, within the Old Fitzhugh Road Historic District. The two tracts are requesting to rezone from Single Family - Low Density (SF-1) to Local Retail (LR). The applicant is proposing to rehabilitate the existing home and convert it to a children’s bookstore. The applicant is also proposing site improvements and the addition of two (2) one (1)-story buildings at the rear of the lot (west) for an early childhood education school (Young Children Academy.) The applicant received a certificate of appropriateness from the Historic Preservation Commission on October 1, 2020.

A Bookstore and early childhood education school (Child day-care facility) are permitted uses within the Local Retail District.

The zoning district Local Retail is established to provide areas for low intensity, specialized retail sales that are intended to service local neighborhoods, citizens, and visitors of the city. Bed-and-breakfasts are permitted within Local Retail Districts. General, Office, regional commercial, or commercial services uses should not be permitted.

Permitted Uses: Those uses listed for the LR District or any less intense commercial district and Single-Family Four (SF-4), Single-Family Five (SF-5), and Multifamily Residential (MF) uses in Appendix E (Use Charts) as “P” or “C” are authorized uses permitted by right or conditionally permitted uses, respectively.

Early childhood education schools are typically established near single family subdivisions to allow easy access to surrounding family’s and neighborhoods.

The two (2) tracts are within the Old Fitzhugh Road Historic District. When a lot is within the historic district, they shall comply with the Historic District Overlay as well as the Local Retail Use Chart. Certain uses could be prohibited in the Historic District but allowed in Local Retail. For example, Check Cashing Service, Credit Agencies, and Furniture Store (New and/or Used) are allowed in a Local Retail District but are not allowed within the Historic District, so this property would be prohibited from allowing those uses. If a use requires a CUP within Local Retail and not in the Historic District (or vice-versa) the CUP would be required because the City would implement whichever is the most restrictive requirement, this would also apply if a use is prohibited in one district but not the other.

Development Standards and Regulations for Local Retail Zoning District and Historic District		
	Local Retail	Old Fitzhugh Historic District
Size of Lots		
Minimum Lot area	Five thousand (5,000) square feet	
Minimum Lot Width	Fifty feet (50').	
Minimum Lot Depth	One hundred feet (100').	
Setback Requirements		
Minimum Front Yard	Fifteen feet (15'); all yards adjacent to a street shall be considered a front yard. See Section 5 for any additional setback requirements.	Ten feet (10')
Minimum Side Yard	Ten feet (10'); fifteen feet (15') adjacent to a public street or residential lot.	Five feet (5')
Interior Side Yards	When retail uses are platted adjacent to other retail uses and are integrated into an overall shopping center site, creating lease spaces abutting one another, no side yard is required provided it complies with the City's Building Code and allows for connectivity.	Five feet (5')
Minimum Rear Yard	Ten feet (10').	Ten feet (10')
Adjacent to any Single-Family District	Any neighborhood service use that is located adjacent to (and not across a	

	right-of-way from) any single-family zoning district shall be set back from the applicable residential district property line by thirty feet (30').	
Maximum Lot Coverage	Sixty percent (60%) total, including main buildings and accessory buildings.	
Gross Floor	The gross floor area for each building shall be forty thousand square feet (40,000 sq. ft.) per building.	
Open Storage	Open storage is prohibited.	
Height Regulations		
Main Building	Maximum two (2) stories, or forty feet (40'), whichever is less.	Maximum two and a half (2.5) stories
Accessory Building	Maximum one (1) story, or twenty-five feet (25') for accessory buildings.	
<p>(e) Outside Display: Outside display of merchandise and seasonal items, such as Christmas trees and pumpkins shall be limited to the following:</p> <p>(1) Outside display areas shall not be placed or located more than thirty feet (30') from the main building.</p> <p>(2) Outside display areas shall not occupy any of the parking spaces that are required by this Chapter for the primary use(s) of the property, except on a temporary basis only, which is a maximum of thirty (30) days per display and a maximum of two (2) displays per calendar year.</p> <p>(3) Outside display areas shall not pose a safety or visibility hazard, nor impede public vehicular or pedestrian circulation, either on-site or off-site, in any way.</p> <p>(4) Outside display areas shall not extend into public right-of-way or onto adjacent property.</p> <p>(5) Outside display items shall be displayed in a neat, orderly manner, and the display area shall be maintained in a clean, litter-free manner.</p> <p>(f) On-Site Dwellings: Recreational vehicles, manufactured homes, travel trailers or motor homes may not be used for on-site dwelling or nonresidential purposes.</p> <p>(h) Temporary Facilities: There shall be no permanent use of temporary facilities or buildings.</p> <p>(j) Other Regulations: Refer to Section 5, Development Standards & Use Regulations.</p>		

Site Information

Location:

The Subject property is located at 519 Old Fitzhugh Road, just north of Mercer Street.

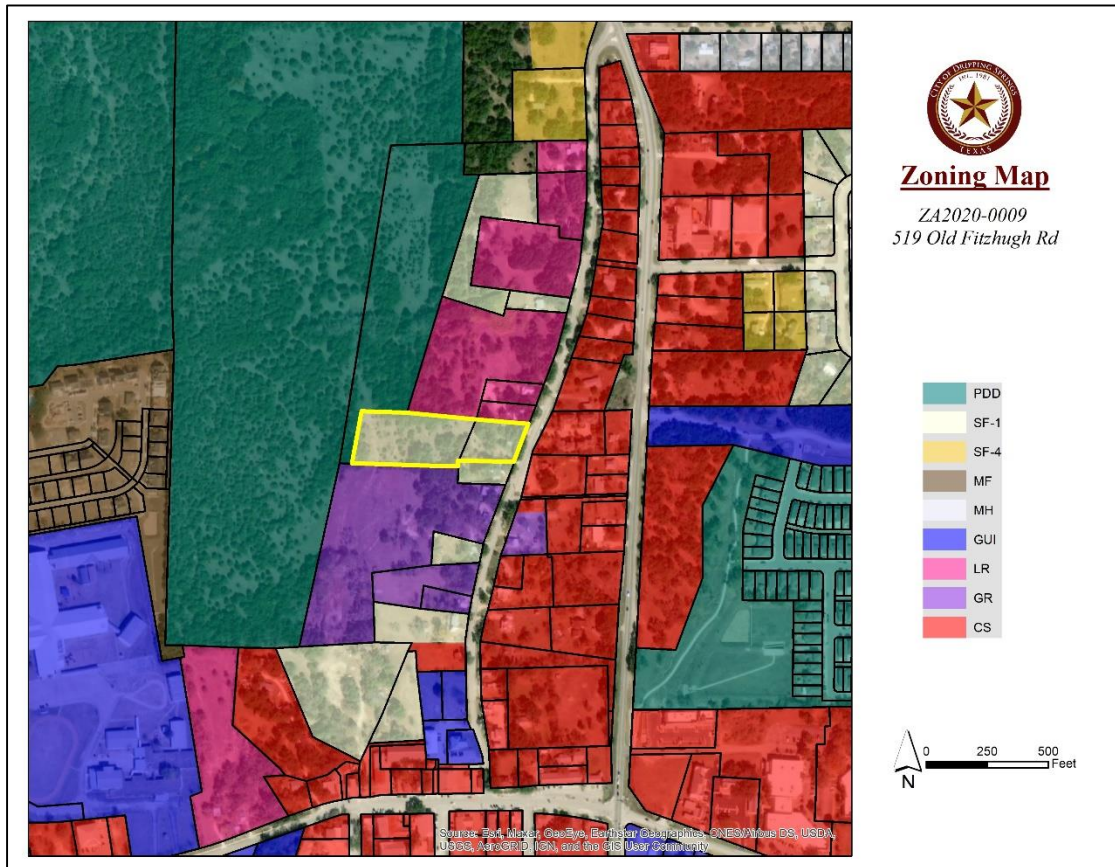
Physical and Natural Features:

The property currently has an existing residential home. The front of the lot is partially developed with a lush tree canopy. To the rear of the Lot is open space and slopes towards a tributary creek. At the site development stage engineering for drainage will have to be accounted for.

Future Land Use and Zoning Designation:

The City's Future Land Use Map does not show this property on the Map. The property is within the Old Fitzhugh Road Historic District and shall comply with the Historic District Overlay use chart.

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	Future Land Use
North	Local Retail (LR)	Salon (Pink West Salon)	Not Shown on the Future Land Use Map
East	Commercial Services (CS)	Town homes, Verizon Communications	
South	General Retail (GR)	Vacant (Past Buffalo Gals Upholstery)	
West	Planned Development District 5 (PDD 5)	Heritage Subdivision	

Approval Criteria for Zoning Amendment (Chapter 30 Zoning, Exhibit A, Sec 2.28.1 and 2.28.2)

2.28.1 The City declares the enactment of these regulations governing the use and development of land, buildings, and structures as a measure necessary to the orderly development of the community. No change shall be made in these regulations or in the boundaries of the zoning districts except:

- a. To correct any error in the regulations or map;
- b. To recognize changed conditions or circumstances in a particular locality;
- c. To recognize changes in technology, the style of living, or manner of conducting business;
- d. To make changes in order to implement policies reflected within the Comprehensive Plan.

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;	Staff believes the proposed change from SF-1 to LR is an appropriate change for the area because it complements the adjacent commercial properties and the use is suitable along Old Fitzhugh Road.
2. their relationship to the general area and the City as a whole;	The use proposed will fit in with the surrounding area. The lot is adjacent to the Heritage subdivision that has a proposed 595 SF Lots. A bookstore and early childhood education school suits dripping springs community and can benefit the recent influx of single-family housing in the city.
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 will have no negative effect on other LR zoning districts. There are surrounding commercial properties that utilize their lot as a pre-school. "Your Growing Child" and "Little Tigers Learning Center" are both 0.6 miles away.
5. the recent rate at which land is being developed in the same zoning classification, particularly in the vicinity of the proposed change;	Local Retail uses have been placed on adjacent lots and shows the transition of Old Fitzhugh Historic District from a residential neighborhood to local and general retail. The City of Dripping Springs is seeing an increase in development.
6. how other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved;	The use intended, pre-school, would benefit the surrounding residential properties. The bookstore will have no negative affect. The City of Dripping Springs does not have any bookstores and the only access to books can be found at the Dripping Springs Library.
7. whether the proposed change treats the subject parcel of land in a manner which is significantly different from decisions made involving other, similarly situated parcels; and	This property is being treated similarly to other Zoning changes.
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.

Summary, Recommendation, and Required Action

Based on the uses permitted in the Local Retail Zoning District and Historic Overlay District, the adjacent land uses, the opportunity to attract more individuals to the area, and the increase in sales tax, **Staff recommends approval of the requested Zoning Change for the two (2) tracts from Single-Family Residential District - Low Density (SF-1) to Local Retail (LR).**

City Council action:

2.36.1 After a public hearing is held before the City Council regarding the zoning application, the City Council may:

- (a) approve the request in whole or in part;
- (b) deny the request in whole or in part;
- (c) continue the application to a future meeting, specifically citing the City Council meeting to which it was continued; or
- (d) refer the application back to the P&Z for further study.

2.36.2 If the City Council denies the request, then no other zoning application may be filed for (all or part of) the subject tract of land, or for that portion of this Chapter, in the case of a text amendment request submitted by a property owner or citizen, for a waiting period of six (6) months following the denial. In the instance that the request was initiated by the City Council and involved a proposed amendment to the text of this Chapter, then there is no waiting period before the request can be reconsidered. This section shall not apply to applications for the same tract of land proposing a different zoning change than that which was previously denied, provided no more than three (3) applications are submitted for the same tract within a twelve (12) month period.

2.36.3 The City Council may, at its option, waive the six (6) month waiting period if, after due consideration of the matter at a scheduled and posted meeting, it is determined that denial of the request was based upon erroneous or omitted information, or if substantial new information pertaining to the request is discovered.

Planning and Zoning Commission Motion

A motion was made by Vice Chair Martin to recommend approval of ZA2020-0009: an application for a Zoning Amendment to consider a proposed zoning map amendment from Single-Family Residential District - Low Density (SF-1) to Local Retail District (LR) for an approximately .84 acre tract of land situated Phillip A. Smith Survey. This property is located at 519 Old Fitzhugh Road, Dripping Springs, TX. (R17916). Commissioner McIntosh seconded the motion which carried unanimously, 5 to 0.

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 zoning map amendment. To date, no letters for or against the request have been received.

Attachments

- Exhibit 1 – Zoning Map Amendment Application
- Exhibit 2 – Proposed Ordinance & Survey
- Exhibit 3 – Certificate of Appropriateness Staff report
- Exhibit 4 – Certificate of Appropriateness
- Exhibit 5 – Photos of property, materials, and finishes

Recommended Action:	Approve the requested zoning map amendment for 519 Old Fitzhugh Road.
Alternatives/Options:	Deny the zoning map amendment/ Postpone the zoning map amendment
Budget/Financial Impact:	No fees have been calculated, but sales tax would be acquired.
Public Comments:	None Received at this time.
Enforcement Issues:	N/A
Comprehensive Plan Goal:	Support the expansion of business and professional services



CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

ZONING/PDD AMENDMENT APPLICATION

Case Number (staff use only): _____ - _____

CONTACT INFORMATION

PROPERTY OWNER NAME Estate of Charlie N. Haydon, c/o Connie Brown

STREET ADDRESS PO Box 547

CITY Dripping Springs STATE Texas ZIP CODE 78620

PHONE _____ EMAIL cbtreasures04@yahoo.com

APPLICANT NAME Jon Thompson

COMPANY J Thompson Professional Consulting, LLC

STREET ADDRESS PO Box 172

CITY Dripping Springs STATE Texas ZIP CODE 78620

PHONE (512) 568-2184 EMAIL jthompsonconsultingds@gmail.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	Estate of Charlie N. Haydon
PROPERTY ADDRESS	519 Old Fitzhugh Road, Dripping Springs, Texas 78620
CURRENT LEGAL DESCRIPTION	A0415 PHILIP A SMITH SURVEY, ACRES 0.84
TAX ID#	R17916
LOCATED IN	<input checked="" type="checkbox"/> CITY LIMITS <input type="checkbox"/> EXTRATERRITORIAL JURISDICTION
CURRENT ZONING	SF-1
REQUESTED ZONING/AMENDMENT TO PDD	LR
REASON FOR REQUEST <i>(Attach extra sheet if necessary)</i>	The property is in an area, the Old Fitzhugh Road Historic District, that is undergoing a transition from purely residential to a mixed use district. This property has been a residential property since around the 1930's. The estate of Mr. Haydon has placed the property for sale and the buyers interested in purchasing it have a desire to repurpose the property as a bookstore and a early childhood education school (Young Children Academy). The Certificate of Appropriateness was approved by the HPC on October 1, 2020.
INFORMATION ABOUT PROPOSED USES <i>(Attach extra sheet if necessary)</i>	The proposed uses are a children's bookstore and a private school (early childhood education). The existing residence and carport are to be repurposed to preserve the history of the community while allowing a repurpose of the property to reflect the change in the community.

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 Jon Thompson 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. _____.)

Connie Br
Name

property owner
Title

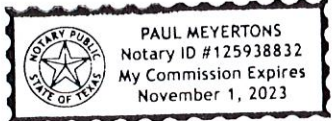
STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 5th day of OCTOBER,
2020 by PAUL MEYERTONS.

Paul Meyertons
Notary Public, State of Texas

My Commission Expires: 11/1/23

Jon Thompson
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:

Jon Thompson
Applicant Signature

October 4, 2020
Date

CHECKLIST

STAFF	APPLICANT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed Application Form - including all required signatures and notarized
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Application Fee-Zoning Amendment or PDD Amendment (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	PDF/Digital Copies of all submitted Documents When submitting digital files, a cover sheet must be included outlining what digital contents are included.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Billing Contact Form
<input type="checkbox"/>	<input type="checkbox"/>	GIS Data N/A (property is not platted; no GIS data available)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (<i>required if marked "Yes (Required)" on above Lighting Ordinance Section of application</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Legal Description
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Concept Plan
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plans
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Maps
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Architectural Elevation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation for request (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Information about proposed uses (<i>attach extra sheets if necessary</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Notice Sign (<i>refer to Fee Schedule</i>)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proof of Ownership-Tax Certificate or Deed
<input type="checkbox"/>	<input type="checkbox"/>	Copy of Planned Development District (<i>if applicable</i>) N/A
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Digital Copy of the Proposed Zoning or Planned Development District Amendment

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2020-___

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS (“CITY”), REZONING TWO TRACTS OF LAND, TOTALING APPROXIMATELY 2.90 ACRES FROM SINGLE FAMILY - LOW DENSITY (SF-1) TO LOCAL RETAIL DISTRICT (LR); 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 tracts, described more fully in Attachment “A” and totaling approximately 2.90 acres, from Single Family - Low Density (SF-1) to Local Retail District (LR); 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 November 18, 2020 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 December 8, 2020, 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

Two tracts of land totaling approximately 2.90 acres and described more fully in Attachment “A” and shown in Attachment “B”, is hereby rezoned from Single Family - Low Density (SF-1) to Local Retail (LR).

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 8th day of December 2020, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

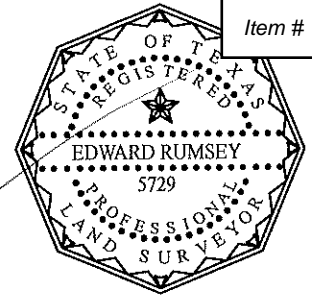
ATTEST:

Andrea Cunningham, City Secretary

Attachment "A" Description of Tract

BEING A 2.90 ACRES OF LAND, OUT OF THE PHILLIP A. SMITH SURVEY, ABSTRACT NUMBER 415, HAYS COUNTY, TEXAS, SAME BEING ALL OF THAT CERTAIN CHARLIE N. HAYDON TRACTS 1 AND 2 RECORDED IN VOLUME 4210, PAGE, 204, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS.

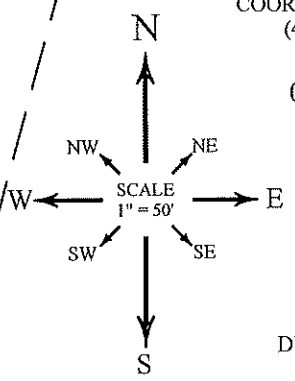
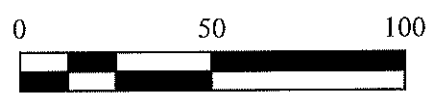
Attachment "B"
2.90 Acres Survey



LEGEND

- 1/2" ROD FOUND
- ⊙ 1/2" IRON PIPE FOUND
- ⊙ 60D NAIL FOUND IN 18" LIVE OAK TREE
- ⊙ FENCE POST FOR CORNER
- X - WIRE FENCE
- // - WOOD FENCE
- () RECORD INFORMATION
- WLE WATER LINE ESMT
- WATER METER
- ⚡ UTILITY POLE
- ⊙ DOWN GUY
- OH OVERHEAD UTILITY LINE(S)
- ⊙ PROPANE TANK
- CLEAN OUT
- ON INSIDE OF SUBJECT BOUNDARY
- OFF OUTSIDE OF SUBJECT BOUNDARY
- P.O.B. POINT OF BEGINNING
- WOOD
- CONCRETE
- GRAVEL/DIRT
- STONE
- ASPHALT
- WATER WELL

BEARING BASIS:
BEARINGS ARE GRID NORTH BASED ON THE TEXAS
COORDINATE SYSTEM SOUTH CENTRAL TEXAS ZONE
(4204) NAD83 HARN HORIZONTAL CONTROL.



TO THE LIEN HOLDER AND / OR OWNERS OF THE PREMISES SURVEYED AND TO:
INDEPENDENCE TITLE COMPANY
I DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO BOUNDARY LINE CONFLICTS, ENCROACHMENTS OVERLAPPING OF IMPROVEMENTS, OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND CERTIFIES ONLY TO THE LEGAL DESCRIPTION AND EASEMENTS SHOWN ON THE REFERENCED TITLE COMMITMENT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.

SLF IV - DRIPPING SPRINGS JV, L.P.
8.119 ACRES
(DOC. NO. 14037231)

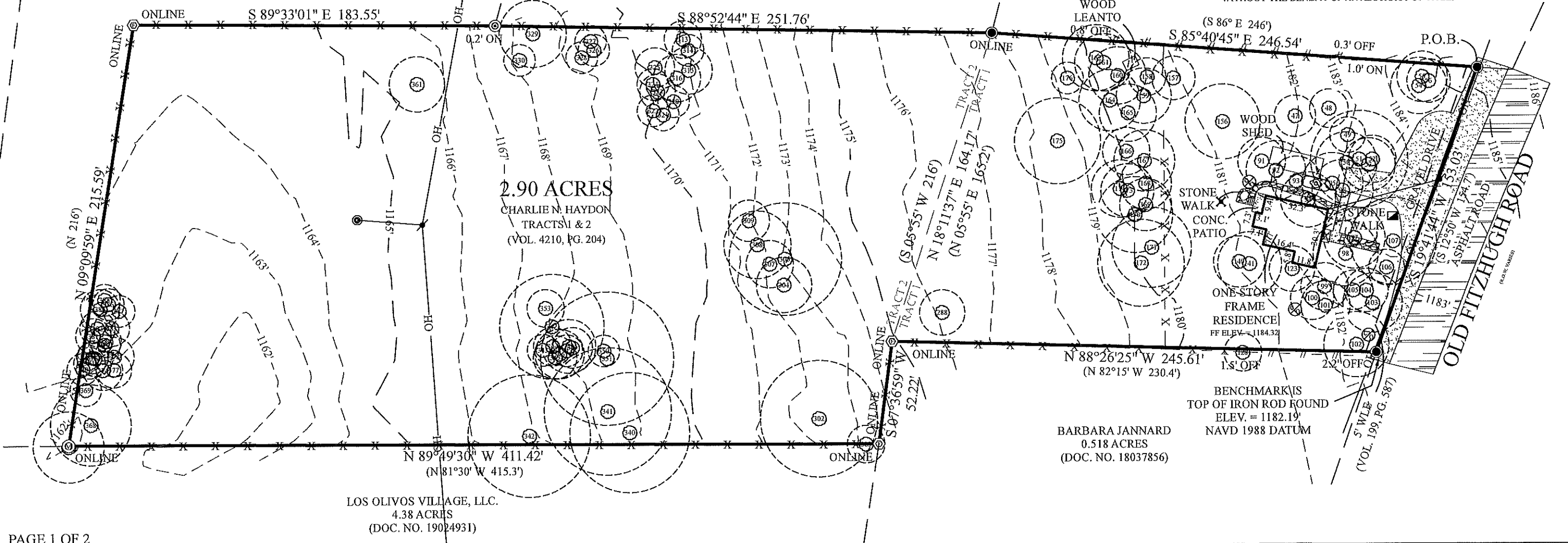
DRIPPING SPRINGS OUTFITTERS, LLC.
4.39 ACRES
(DOC. NO. 17032696)

DEBORAH CARTER
0.504 ACRES
(DOC. NO. 11020892)

BARBARA JANNARD
0.518 ACRES
(DOC. NO. 18037856)

LOS OLIVOS VILLAGE, LLC.
4.38 ACRES
(DOC. NO. 19024931)

2.90 ACRES
CHARLIE N. HAYDON
TRACTS 1 & 2
(VOL. 4210, PG. 204)



ADDRESS		F.I.R.M. MAP INFORMATION		RESTRICTIONS	
YOUNG CHILD ACADEMY OF SEATTLE, LLC. 519 OLD FITZHUGH ROAD DRIPPING SPRINGS, HAYS COUNTY, TEXAS		THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD-PLAIN, AND HAS A ZONE "X" RATING AS SHOWN ON THE FLOOD INSURANCE RATE MAPS F.I.R.M. MAP NO. 48209C0105F PANEL: 0105F DATED: 09/02/2005		SUBJECT TO EASEMENTS RECORDED IN VOL. 199, PG. 587. (SHOWN)	
SURVEY DATE: SEPTEMBER 01, 2020 TITLE CO.: INDPENDENCE TITLE CO. G.F. NO.: 2039989-DRP JOB NO.: A0805520		FIELD BY: CHRIS ZOTTER CALC. BY: EDWARD RUMSEY DRAWN BY: DAVID BAK UPDATE BY: - RPLS CHECK: EDWARD RUMSEY		LEGAL DESCRIPTION BEING A 2.90 ACRES OF LAND, OUT OF THE PHILLIP A. SMITH SURVEY, ABSTRACT NUMBER 415, HAYS COUNTY, TEXAS, SAME BEING ALL OF THAT CERTAIN CHARLIE N. HAYDON TRACTS 1 AND 2 RECORDED IN VOLUME 4210, PAGE 204, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, SAID 2.90 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.	
THIS CERTIFICATION IS FOR INSURANCE PURPOSES ONLY AND IS NOT A GUARANTEE THAT THIS PROPERTY WILL OR WILL NOT FLOOD. CONTACT YOUR LOCAL FLOOD PLAIN ADMINISTRATOR FOR THE CURRENT STATUS OF THIS TRACT.		ALLSTAR Land Surveying 9020 ANDERSON MILL RD AUSTIN, TEXAS 78729 (512) 249-8149 PHONE (512) 331-5217 FAX TBPLS FIRM NO. 10135000		338	



**HISTORIC PRESERVATION MANUAL
CERTIFICATE OF APPROPRIATENESS REVIEW**

Date: **September 23, 2020**

Project: **Young Child Academy
519 Old Fitzhugh Rd, Dripping Springs, TX 78620**

Applicant: **Jon Thompson (512) 568-2184**

Historic District: **Old Fitzhugh Rd Historic District**

Base Zoning: **SF-1 / HO**

Proposed Use: **Mixed Use Rehabilitation- (Zoning Change Required- re: Conditions of Approval #1)**

Submittals: Current Photograph Concept Site Plan Exterior Elevations – Arch'l Elevs
 Color & Materials Samples - Photomontage

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:

"Adaptive Re-use" of the existing dwelling and shed, which are **Contributing Resources** and **"Medium Preservation Priorities** in the **Old Fitzhugh Rd. Historic District**, as a proposed Children's Bookstore. Also includes **"New Construction"** of two (1) one-story buildings behind the existing structures, with associated parking and site improvements, for a proposed Pre-School use. Existing zoning requires a Zoning Change to permit the proposed uses.

Review Summary, General Findings: "Approval in Concept With Conditions"

General Compliance Determination- **Compliant** Non-Compliant Incomplete

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P.O. Box 384
Dripping Springs, Texas 78620
512-858-4725

Staff Recommendations: “Approval in Concept with Conditions”

- 1) **Zoning Change:** shall be processed in conjunction with the City of Dripping Springs Planning Dept and meeting Zoning Ordinance requirements in order to permit the proposed land uses.
- 2) **Necessary Permits:** Any and all required and applicable City of Dripping Springs Permits shall be obtained prior to beginning work (Site Development Permit; Building Permits, at a minimum).
- 3) **Approval in Concept:** Historic Preservation Commission Review & Approval is for Design Concept and COA determination only. City Staff shall review Site Development and Building Permit Submittal Documents for consistency with this COA, prior to issuance of those Permits.
- 4) **Colors - Painted Mural:** Color palette, general design, and artistic themes for proposed hand-painted “Graphical Mural” on the existing historic resource shall be reviewed & approved by Staff prior to Building Permits.
- 5) **Building Materials & Finishes:**
 - a) Painted Masonry (Brick @ Existing chimney) is disallowed by City Historic Preservation Manual Guidelines. Approved material cleaning and restoration techniques & methods shall be used.
 - b) Native Stone Masonry only shall be used (@ Retaining Walls and Veneer). Synthetic Stone products are disallowed. Provide “basis of design” specifications on Permit Drawings.

* * *

CERTIFICATE OF APPROPRIATENESS:

Historic Resource Background / Survey Information:

(RFC- Resource Site #14A / 14B; HHM Site No. 50)

“#519 Old Fitzhugh Rd. (Bungalow Style Dwelling), ca. 1935, with associated Shed outbuilding: Contributing Resources and a Medium Preservation Priorities.”

“As it exists today, Old Fitzhugh Road retains buildings and landscape features that reflect the area’s evolution from a nineteenth century agricultural landscape to a circa 1965 residential neighborhood.”

City of Dripping Springs
 P. O. Box 384
 Dripping Springs, Texas 78620
 512-858-4725

This property retains its architectural integrity and represents a surviving example of a primary dwelling accompanied by the “mostly older domestic and agricultural outbuildings” which characterize the Pre-WWII development of the lower portion of Old Fitzhugh Rd from roughly 1910 - 1935.

“RFC’s medium priority ratings were assigned where alterations and additions have occurred but do not overwhelm the historic-age form and character of the building. For some properties ... medium priority ranking also reflect the presence of historic-age outbuildings and landscape elements that contribute (to) the historic-era setting of the Old Fitzhugh Rd. study area.”

“RFC ... recommends that the City recognize historic-age garages, barns, and other historically intact ancillary structures associated with the recorded primary dwellings as historically contributing features of the Old Fitzhugh Road streetscape.”

(Source: Roark Foster Consulting- Historic Resources Survey Report & Inventory: 8/5/2014)

* * *

Staff Review Summary: #519 OFR – Young Child Academy

“Adaptive Re-Use of Existing Dwelling & New Construction Infill Development ”

The scope of work for this COA consists of two major components reflecting the fundamental programmatic elements of the Young Child Academy operations.

The existing Dwelling and Shed facing Old Fitzhugh Rd. are to be preserved and adaptively re-used as a Children’s Bookstore, with outdoor seating and open-air reading area. The approach to the historic resources respects preservation goals, including cleaning, maintenance, repairs, and selective renovations aimed at maintaining the existing form and character of these two (2) structures. One unusual visual arts concept is a proposed “hand painted mural (artist TBD)” on the façade(s) of the renovated structure. OFR Design and Development Standards do allow a “full range of hues;” w/color palettes to be approved.” In this case, due to the conceptual and creative nature of this feature, further review and secondary approval is recommended as the color palette, general design, and artistic themes of the mural are better defined.

The second development component of the proposed concept entails introduction of two (2) new, one (1)-story buildings behind the existing structures, housing a Pre-School Academy. Preservation of the large number of existing trees has driven a sensitive site planning scheme for these buildings, with its

City of Dripping Springs
P.O. Box 384
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associated drives, parking (sited to the rear) and other site improvements. The rear of the property slopes gently to a natural watershed drainage. Site engineering will need to incorporate any development-related drainage accommodations and water quality buffer zones. These elements and their layout will be defined, engineered and reviewed by Staff during site development phase. Technical requirements will likely be minimized by the relatively small development footprint and the “low impact” approach. Conceptual Plans show the entire back half of the site left in a relatively undisturbed state, utilized only for Play Areas and Nature Trails for the children.

The proposed design for the infill buildings respects the small-scale character, massing and rooflines of the OFR District, and the architectural approach is consistent with the OFR Design and Development Standards, including Building Footprints, Massing, Articulation, Porches, & Roof requirements. Proposed Materials and Finishes are almost entirely acceptable. One noted exception (detail) is the proposed “Painted Brick” (chimney), which is specifically disallowed by the City’s Historic Preservation Standards. Further materials specification refinements, clarification and approvals are also required for “Native Stone Masonry” (Retaining Walls, Brick Veneer).

At this conceptual phase, Staff generally finds the proposed development and design approach to be appropriate to the scale and character of the Old Fitzhugh Rd. Historic District. The modest development ambition and relatively low impact of the proposed scheme shows both sensitivity and restraint. It respects and preserves the property’s contributing Historic Resources. The careful planning appears to work well with the site’s many existing trees & drainage. The proposed architectural design concepts are appropriate in character. Overall, the proposal is compatible with its surroundings and would fit-in well with the vision and evolution the Old Fitzhugh Road Historic District.

Staff Findings & Recommendations:

- 1) **Findings for “Appropriateness.”** Staff finds the approach, design concept & proposal to be consistent with the vision, development guidelines and standards established for the **Old Fitzhugh Rd. Historic District** (see detailed Compliance Review below).
- 2) **Approval in Concept** is recommended. A zoning change is required to permit the proposed uses (Condition of Approval #1). Site Development and Construction Documents shall be reviewed for consistency with this COA prior to issuance of Permits (Conditions of Approval #2, #3).
- 3) **Secondary Review & Approval of Painted Mural** is recommended (Condition of Approval #4).
- 4) **Materials Refinements, Specifications & Approval** is recommended prior to issuance of Permits (Condition of Approval #5).

* * *

City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620
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“Old Fitzhugh Rd. Design and Development Standards”

Compliance Review / Statement: The proposed scope of work as described in the Application and submitted information is found to be appropriate and consistent with applicable design and development standards (Comparative Summary Below), and “Approval with Conditions” is recommended.

Character/Vision: Consistent: “Protect Historic Farmstead Scale & Character; Promote Rustic Look/Feel, with Gathering Spaces, etc; New Construction shall be compatible with surroundings.”

Design Principles: Consistent: “New Construction shall be compatible with surroundings.”

Preferred Uses: Consistent: “Mixed Use Rehab; Residential Rehab or Infill.”

Site Planning & Building Placement: Consistent: “Site Buildings within existing trees & landscape features.” Setbacks: Front / Rear > 10’; Sides > 5’ (verify @ Site Development).

Parking Arrangement: Consistent: “Onsite Lots @ Rear of Property.”

Building Footprint / Massing / Scale: Consistent: Proposed (new) Preschool Buildings. Building #1 = 3,000 GSF < 5,000 max. Building #2 = 5,000 GSF < / = 5,000 max.

Street Frontage / Articulation: Consistent: Proposed (new) Preschool Buildings massing meets 45’ max. articulation increment requirements.

Porches: Consistent: Proposed (new) Preschool Buildings Canopies & Courtyard Trellises meet Porch requirements.

Roofs: Consistent: Proposed (new) Preschool Buildings- 30yr Composition Roofs meet requirements.

Materials: Consistent (with exceptions): New materials @ Proposed (new) Preschool Buildings (Sealed Stucco, Shiplap Siding) meet requirements. **Exceptions:** a) Painted Brick Chimney disallowed by guidelines. b) Retaining Walls & Brick Veneer must meet “Native Stone Masonry” requirements. Synthetic Stone products disallowed (Conditions of Approval #5).

Color Palette: Consistent (with conditions): Basic proposed color palette meets requirements.

Conditions: Hand-painted “Graphical Mural” requires secondary Staff review & approval of Color Palette, General design, and Artistic themes prior to Permits (Conditions of Approval #4).

Tree Preservation: Consistent (with conditions): “Trees to be Removed” over 8” dia. shall be replaced per requirements. **Conditions:** Tree Preservation Plan to be reviewed & approved prior to Site Development Permits (Conditions of Approval #2, #3).

Landscape Features: N/A- no existing landscape features appear to be affected.

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

City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620
512-858-4725

(h) **NON-DAMAGING SURFACE CLEANING METHODS:**
Surface Cleaning Methods prescribed are as gentle as possible. No sandblasting or other damaging cleaning methods. (See: "Conditions of Approval #5A"- re: "Painted Brick")
 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.
 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. See "Conditions of Approval #4" – Painted Graphical Mural"
 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.
 Compliant Non-Compliant Not Applicable

* * *

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS (SECTION 24.07.015)

(g) EXPEDITED PROCESS FOR SMALL PROJECTS: ELIGIBILITY = “Not 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**
Historic Preservation Consultant



CERTIFICATE OF APPROPRIATENESS

*Granted to Estates of Charlie N Haydon
519 Old Fitzhugh Road
Dripping Springs, Texas 78620*

For the proposed exterior restoration and repaint of the existing buildings and the building of two one-story buildings intended to be Young Child Academy


Conditions of the Approval:

1. Zoning changes shall be processed in conjunction with the City of Dripping Springs Planning Department and meeting Zoning Ordinance requirements in order to permit the proposed land uses.
2. Necessary Permits: Any and all required and applicable City of Dripping Springs Permits shall be obtained prior to beginning work (Site Development Permit, Building Permits, at a minimum)
3. Approval in concept: Historic Preservation Commission Review and Approval is for design concept and COA determination only. City Staff shall review Site Development and Building Permit Submittal Documents for consistency with this COA, prior to issuance of those Permits
4. Colors/Painted Mural: Color palette, general design, and artistic themes for proposed hand-painted "Graphical Mural" on the existing historic resource shall be reviewed and approved by Staff prior to Building Permits
5. Building Materials and Finishes
 - a. Painted Masonry (Brick at existing chimney) is disallowed by City Historic Preservation Manual Guidelines. Approved material cleaning and restoration techniques and methods shall be used.
 - b. Native Stone Masonry only shall be used (at Retaining Walls and Veneer). Synthetic Stone products are disallowed. Provide "basis of design" specifications on Permit Drawings.

These improvements are found to be in compliance with the City of Dripping Springs Historic Preservation Standards and Design Guidelines for Dripping Springs Historic District and Landmark Properties.

*Approved by the City of Dripping Springs Historic Preservation Commission
on the 1st day of October 2020.*

This Certificate of Appropriateness expires one year from the date issued if the approved work has not commenced, and it expires two years from the date issued if the approved work has not been completed.



Michelle Fischer, City Administrator



Date



Existing Homestead







Original House - Tree Canopy



Second Clearing - Future School Site





Lower Third - Preserve Draw



Material Selection
References



Daniel
Scott
Turner
Design



Some native stone examples from past projects

Material Selection
References

Item # 11.



Some native stone examples
from past projects

Daniel
Scott
Turner
Design



Some native stone examples
from past projects

Future Bookstore
Vision



Daniel
Scott
Turner
Design

Graphical treatment samples for the field (teardrop siding) portion of the original home

Future Bookstore
Vision

Graphical treatment samples for the
field (teardrop siding)
portion of the original home



Daniel
Scott
Turner
Design

Materials and Finishes

Retaining Walls:

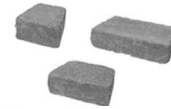
Weston Stone

3 PIECE

4 x 8 x 8

4 x 12 x 8

4 x 16 x 8



Weston Universal

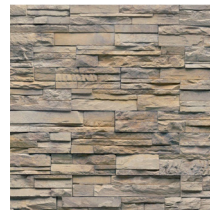
4 x 12 x 8

Brick Veneer:

Silvermine Stone

6 in x 24 in. PIECE

Stone Veneer



Sealed Tinted Stucco:

SW 0052 Pearl Grey by Sherwin Williams



8" Shiplap Rain Screen:

Shiplap Pattern



SW 0052 Pearl Grey by Sherwin Williams

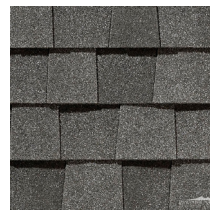


SW 6701 Moonraker by Sherwin Williams



30 Yr Composition Roof:

Color/Finish: Estate Gray:



Materials and Finishes

**STEEL FRAME WITH
RETRACTABLE FABRIC
AWNING:**





STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Michelle Fischer, Sign Administrator

Council Meeting Date: December 8, 2020

Agenda Item Wording: Discuss and consider approval of an Ordinance amending Chapter 26, Appendix “C” of the Dripping Springs Code of Ordinances and amending regulations for the Belterra Master Sign Plan for the Belterra Commercial Subdivision and related to Building S, also referred to as Building 13.

Agenda Item Requestor: Tim Rye, Endeavor Real Estate Group

Summary/Background: Building S (also known as Building 13) is under construction in Belterra Village. The design of the building does not allow for an adequately sized and visible projecting sign for first floor tenants. The applicant requests an amendment to the Master Sign Plan to allow the first floor tenant signs to be attached to the balcony. The Master Sign Plan and the city’s Sign Ordinance do not have regulations for this type of sign. City Staff reviewed the request and found it to be acceptable. City Staff reviewed the Master Sign Plan and recommended a few additional amendments for clarification purposes.

The following definitions are being added:

Balcony Sign: Signs depicted on Exhibits “5” and “6” and placed on balconies. This term excludes signs placed or that extend above the roof line of the building on which they are placed.

Directional Sign: Signs depicted as D on the attached Exhibit # 1 that provides information related to the location of businesses and sale of goods, services, and property.

Projecting Sign: A sign, other than a wall sign, which physically projects from and is supported by a wall of a building or structure.

Section 4.2.4. v is being added:

For Building S (13), or any other proposed two-story building, balcony signs may be used in lieu of a projecting sign, but shall follow the additional criteria below:

1. No portion of any sign located above the first floor shall extend lower than 10'6" Above Finished Floor of the first floor.
2. Signs located on building S, or any other proposed two-story building, and installed above the first floor shall be connected to the balcony above the first floor as shown in the detail in Exhibits #5 and #6.
3. All other requirements related to projecting signs in 4.2.4 shall be adhered to.

A building identification key is being added to Exhibit 1.

Exhibit 5 for balcony sign specifications for Building S (13), or any other proposed 2-story building is being added.

Exhibit 6 showing signage for Building S (13) is being added.

**Commission
Recommendations:**

NA

**Recommended
Council Actions:**

Approve the ordinance amending the Master Sign Plan for Belterra Commercial

Attachments:

Ordinance and Exhibits

Next Steps/Schedule:

Notify applicant of Council action; if approved, execute amendment and process related sign permit applications

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2020-_____

AN ORDINANCE AMENDING CHAPTER 26, APPENDIX “C”, OF THE DRIPPING SPRINGS CODE OF ORDINANCES; AMENDING REGULATIONS FOR A MASTER SIGN PLAN FOR THE BELTERRA COMMERCIAL SUBDIVISION; PROVIDING FOR THE FOLLOWING: RULES; STANDARDS; PROCEDURES; AND FINDINGS OF FACT; CODIFICATION; REPEALER; SEVERABILITY; PROPER NOTICE AND MEETING; ENFORCEMENT INCLUDING CRIMINAL PENALTIES INCLUDING CRIMINAL FINES NOT TO EXCEED \$500.00 AND CIVIL FINES OF UP TO \$500.00

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to promote uniform regulations and specifications for signs throughout the city limits and extraterritorial jurisdiction in order to uphold and further the intent and purposes of the City’s Sign Ordinance; and

WHEREAS, the City of Dripping Springs and the owners of the property, more fully described in Attachment A (the “Property”), entered into the Belterra Commercial Development Agreement (the “Agreement”), recorded at Volume 3827, Page 63, of the Official Public Records of Hays County, Texas and the First Amendment to Belterra Commercial Development Agreement; and

WHEREAS, pursuant to Chapter 212.172 of this ordinance shall be considered an amendment to the Agreement and either party may record this ordinance to meet the requirements of Chapter 212.172; and

WHEREAS, pursuant to the Agreement, the owners of the Property have asked for a series of approvals for signage as part of the development of the subdivision; and

WHEREAS, the City Council finds there are special and unique hardships present on the site due to the size, shape and topography of the property, its distance from Nutty Brown Road and U.S. Highway 290, and the size of tenants in a master planned mixed-use project; and

WHEREAS, the City Council concludes that the proposed sign locations, configurations, design, materials, and colors are harmonious with the hill country setting; and

WHEREAS, the City Council finds that approval of the amendments to the Master Sign Plan are reasonable and more efficient than individual consideration and approval of particular variances; and

WHEREAS, the intent of this Ordinance is to provide for consistent and compatible signage for the Property, in order to provide a uniform look and feel throughout the subdivision

that is appropriate for the subdivision’s location; and

WHEREAS, the City Council has determined that the standards and specifications set forth in this Ordinance are consistent with the intent of the City’s Sign Ordinance, and spirit of the City’s Comprehensive Plan; 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 general authority to regulate the use of land and construction of buildings; and

WHEREAS, pursuant to Chapter 216 of the Texas Local Government Code, the City has the specific authority to regulate signs; and

WHEREAS, pursuant to Chapter 212.172 of this ordinance shall be considered an amendment to the Agreement and either party may record this ordinance to meet the requirements of Chapter 212.172

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 approving the Master Sign Plan for the Belterra Village Subdivision.

NOW, THEREFORE, BE IT ORDAINED by the Dripping Springs City Council:

1. FINDINGS OF FACT

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

2. ENACTMENT

Chapter 26, Appendix “C” of the City of Dripping Springs Code of Ordinances is hereby amended so to read in accordance with Attachment “A”, and all exhibits, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated on *Attachment A*.

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. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City’s Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication of caption.

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 8th day of December 2020, by a vote of __ (ayes) to __ (nays) to __ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

Attachment "A"

**CODE OF ORDINANCES
CHAPTER 26: SIGNS**

**APPENDIX "C":
MASTER SIGN PLAN FOR BELTERRA VILLAGE**

SECTION 1. ENACTMENT PROVISIONS

1.1 Popular Name

This Appendix to Chapter 26 of the Dripping Springs Code of Ordinances shall be commonly cited as the "Master Sign Plan for Belterra Village."

1.2 Purpose

This Appendix provides standards for consistent and compatible signage for the complex as a whole in order to provide a uniform look and feel throughout the complex that is appropriate for the complex's location.

1.3 Scope

1.3.1 This Appendix applies to all property at Belterra Village, that being the following lots, collectively known as "the Property":

- i.** Lots 1-3, Belterra Commercial Subdivision

1.3.2 This Appendix applies to the Owner and to each individual Tenant occupying the Property at Belterra Village. Owner shall provide each Tenant with a copy of this Appendix. Both the Owner and the Tenant are Responsible Parties under Chapter 26 for purposes of Enforcement of this Appendix and Chapter 26.

1.4 Applicability

1.4.1 The standards set forth in this Appendix, along with the illustrations identified as Exhibit #1, which are included herein for all intents and purposes, shall govern the signage erected on the Property.

1.4.2 Permit applications for signs proposed to be erected and maintained at the Property at Belterra Village shall be evaluated for compliance with the standards set forth in this Appendix, Chapter 26 (Signs), Chapter 24-Article 24.06 (Lighting), and the Code of Ordinances (generally).

1.4.3 Variance applications for signs proposed to be erected at the Property at Belterra Village shall be evaluated in accordance with the standards set forth in this Appendix, Chapter 26 (generally), Chapter 24-Article 24.06 (Lighting), and the Code of Ordinances (generally).

1.4.4 If the standards in this Appendix conflict with specific provisions of Chapter 26, this Appendix shall govern. Chapter 26 shall apply to all signage not specifically addressed in this Appendix.

1.5 Administration

1.5.1 Sign permit applications under this Appendix are subject to the general rules and procedures for sign permits set forth in Chapter 26.

1.5.2 Sign permit applications must include the written consent of the Owner stating that the Owner has reviewed the specifications of the proposed sign and supports the permit application.

SECTION 2. DEFINITIONS

2.1 Rules of Interpretation

Words and phrases used in this Appendix shall have the meanings set forth in this section. Terms that are not defined below, but are defined in Chapter 26 of the Code of Ordinances, or elsewhere in the Code, shall be given the meanings set forth in the Code. Words and phrases not defined in the Code of Ordinance 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 versa*). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes, only.

2.2 Specific Terminology

City: the City of Dripping Springs, an incorporated municipality located in Hays County, Texas.

Balcony Sign: Signs depicted on Exhibits “5” and “6” and placed on balconies. This term excludes signs placed or that extend above the roof line of the building on which they are placed.

Directional Sign: Signs depicted as D on the attached Exhibit # 1 that provides information related to the location of businesses and sale of goods, services, and property.

Project Identification Sign: the sign depicted as I on the attached Exhibit #1. This sign shall be a distinctive sign on the top of the hill on the property and shall advertise the overall property and the tenants adjacent to this sign.

Monument Sign: the signs depicted as M1 through M4 on the attached Exhibit #1. These signs shall be the predominate sign along Highway 290 and shall be used to advertise the tenants of Belterra Village.

Owner: the person who owns property at Belterra Village, or the property management agent operating on the owner's behalf pursuant to a written contract, agency letter, or power of attorney. As applied by this Appendix, the term applies regardless of whether the person is operating in the capacity of an investor, owner, landlord, or developer.

Person: a human individual, agency, association, business, corporation, partnership or sole proprietorship.

Projecting Sign: A sign, other than a wall sign, which physically projects from and is supported by a wall of a building or structure.

Tenant: a person with a leasehold interest in a designated unit within the Property at Belterra Village. Subtenants shall not be treated as separate Tenants for purposes of calculating the maximum allowable signage under this Appendix except that subtenants occupying at least 50% of a tenant's premises may have a separate Projecting Sign so long as such tenant is a minimum of ten thousand (10,000) square feet.

Window Signs: Signs that are painted on, etched in, or visible through a window or transparent door of a building that are oriented in a manner establishing an intent to be viewed off-premises or from public roads. This term excludes signs displayed inside of buildings primarily for patrons on the premises.

SECTION 3. PROPERTY SIGNAGE

3.1 General Consistency

3.1.1 Architectural. All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property and subject to review of the Belterra ADRC.

3.1.2 Renderings. All signs and supporting structures shall be designed in accordance with the drawings included herein as Exhibit #1 and Exhibit #2..

3.1.3 Logos. Graphic symbols or logos that represent a business entity or organization shall be permitted to be displayed on all signs within the property, and the outline area of the graphic symbol counts against the maximum area allowed for each sign location that the symbol is present.

3.1.4 Static. Projecting Signs will not have moving parts, changing colors, flashing parts or intermittent illuminated segments to mimic or create movement. The sign shall remain static and evenly illuminated.

3.2 Project Identification Sign

3.2.1 Owner may erect one (1) Project Identification Sign in the middle of Lot 2 of the Belterra Commercial Subdivision and US 290.

3.2.2 Building Materials:

The Project Identification Sign shall be constructed of predominately metal, pre-weathered steel, concrete, and metal mesh and other materials consistent with the architectural design of the center.

3.2.3 Height:

- i. The maximum height for the Project Identification Sign shall not exceed thirty-five feet six inches (35' 6").

3.2.4 Width:

- i. The maximum width for the Project Identification Sign shall not exceed twenty feet nine inches (20' 9") at the base and ten feet eight inches (10' 8") at the top.

3.2.5 Length:

- i. The maximum length for the Project Identification Sign shall not exceed twenty feet nine inches (20' 9") at the base and ten feet eight inches (10' 8") at the top.

3.2.6 The Project Identification Sign shall not have more than four (4) panels, two of which shall display the name "Belterra Village" or the Belterra Village logo.

3.2.7 Signs subject to this section shall only be illuminated to display tenant names and the name of Belterra Village.

3.3 Monument signs

3.3.1 Owner may erect four (4) Monument Signs at the following locations, the approximate location of such monument signs is shown in Exhibit #1:

- i. **Monument Sign 1:** On the western portion of Lot 1 of the Belterra Commercial Subdivision and US 290.
- ii. **Monument Sign 2:** On the eastern portion of Lot 1 of the Belterra Commercial Subdivision and US 290
- iii. **Monument Sign 3:** On Lot 2 of the Belterra Commercial Subdivision and US 290.
- iv. **Monument Sign 4:** On Lot 3 of the Belterra Commercial Subdivision and US 290.

3.3.2 Building Materials:

Each Monument Sign shall consist of a base comprised of rock, masonry, or stone for the body of the sign and pre-weathered steel for the panels and the top of the sign.

3.3.3 Height:

- i. The maximum height for all Monument Signs shall not exceed eighteen feet nine inches (18' 9"), including a two foot (2') stone or rock base.

3.3.4 Width:

- i. The maximum width for all Monument Signs shall not exceed six feet (6') at the base and one foot six inches (1'6") at the top.

3.3.5 Length:

- i. The maximum length for all Monument Signs shall not exceed twenty- four feet (24') at the base and thirteen feet nine inches (13'9") at the top.

3.3.6 Each Monument Sign shall not have more than eight (8) tenant panels on each side of the Monument Sign.

3.3.7 Each Monument Sign shall not exceed ninety-six (96) square feet of signable area for tenants on each side of the Monument Sign.

3.3.8 Signs subject to this section shall only be illuminated to display tenant names and the name of Belterra Village.

3.4 Directional signs

3.4.1 Owner may erect six (6) Directional Signs at the following locations, the approximate location of such directional signs is shown in Exhibit #1:

- i. **Lot 1:** Lot 1 of the Belterra Commercial Subdivision shall contain three directional signs as shown on Exhibit #1
- ii. **Lot 2:** Lot 2 of the Belterra Commercial Subdivision shall contain two directional signs as shown on Exhibit #1
- iii. **Lot 3:** Lot 3 of the Belterra Commercial Subdivision shall contain one directional signs as shown on Exhibit #1

3.4.2 Building Materials:

Each directional sign shall consist of a base comprised of rock, masonry, or stone for the body of the sign and pre-weathered steel for the panels and the top of the sign.

3.4.3 Height:

- i. The maximum height for all Directional Signs shall not exceed eight feet ten inches (8' 10"), including a one foot (1') stone or brick base.

3.4.4 Width:

- i. The maximum width for all Directional Signs shall not exceed three feet (3') at the base and six inches (6") at the top.

3.4.5 Length:

- i. The maximum length for all Directional Signs shall not exceed twelve feet (12') at the base and six feet ten inches (6' 10") at the top.

3.4.6 Each Directional Sign shall not have more than seven panels.

- 3.4.7** Each Directional Sign shall not exceed thirty (30) square feet of signable area for tenants on each side of the Directional Sign.
- 3.4.8** Directional Signs shall not be included on the frontage road of Highway 290.
- 3.4.9** Signs subject to this section shall only be illuminated to display tenant names and the name of Belterra Village.

3.5 Projecting Signs

- 3.5.1** Owner may erect eight (8) Signs at the following locations, the approximate location of such projecting signs is shown in **Exhibit #2**:
- i.** Sign 1: One Belterra Village projecting identification sign up to forty-two (42) square feet centered on high wall in western section of Lot 2. Sign shall be attached to current wall as shown in **Exhibit “2”**.
 - ii.** Sign 3: One Belterra Village projecting tenant sign up to sixty-four (64) square feet centered on high wall at the southwestern corner of Lot 1. Sign shall have up to six panels for tenant names. Tenant names may be modified or changed without approval so long as all other provisions of this ordinance and the City’s Code of Ordinances is followed when making the change. The total number of panels may be decreased so long as the signage area of the panels is not increased from seventeen (17) inches in height and twelve feet four inches (12’4”) in width. Sign shall be attached to current wall as shown in **Exhibit “2”**.
 - iii.** Three Planter Signs #5 up to eleven (11) square feet each in combined sign area in Lot 2 of the North Belterra Commercial Subdivision. Signs shall be attached to current walls as shown in **Exhibit “2”**.
 - iv.** Two (2) BV Logo Projecting signs #2a shall up to fifteen (15) square feet each in size erected in Lot 2E of the Belterra Commercial Subdivision. Sign shall be attached to current walls.
 - v.** One (1) BV Logo Projecting sign #2b may be erected in the roundabout between Lots 2E and 3F. Sign shall be attached to current roundabout as shown in **Exhibit “2”** and shall be up to fifteen (15) square feet in height.

3.5.2 Building Materials:

Each sign shall consist of a base comprised of rock, masonry, or stone for the body of the sign and painted aluminum for the lettering and panels of the sign.

3.5.3 Height:

The maximum height for Sign #3 shall not exceed five feet three inches (5’3”). Each tenant panel shall not exceed nine (9) inches in height.

- i.** The maximum height for Sign #1 shall be four feet (4’).
- ii.** The maximum height for each Planter Sign #5 shall be eight (8) inches.
- iii.** The maximum height for each BV Logo Projecting Sign #2a shall be three feet two inches (3’2”).
- iv.** The maximum height for the BV Logo Projecting Roundabout Sign #2b

shall be three feet two inch (3'2").

3.5.4 Width:

- i.** The maximum width for Sign #3 shall not exceed twelve feet four inches (12'4").
- ii.** The maximum width for Sign #1 shall be eleven feet four inches (11'4").
- iii.** The maximum width for each Planter Sign #5 shall be eleven (11) inches.
- iv.** The maximum width for each BV Logo Projecting Sign #2a shall be four feet ten inches (4'10").
- v.** The maximum width for the BV Logo Projecting Roundabout Sign #2b shall be four feet two inches (4'2").

3.5.5 Signs subject to this section shall only be illuminated as stated above.

- i.** Sign 3: Belterra Village projecting tenant sign may be illuminated so long as the illumination is below 3000 kelvins as per the Belterra Master Plan.
- ii.** Sign 1: Belterra Village projecting identification sign may be illuminated so long as the illumination is below 3000 kelvins as per the Belterra Master Plan.
- iii.** Planter Signs (Number 5) shall not be illuminated.
- iv.** BV Logo Projecting Signs (Number 2a) shall not be illuminated
- v.** BV Logo Projecting Roundabout Sign (Number 2b) may be illuminated so long as the illumination is below 3000 kelvins as per the Belterra Master Plan.

SECTION 4. TENANT SIGNAGE

4.1 Architectural General Consistency

Architectural. All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property.

4.2 Projecting Signs

4.2.1 This section shall only apply to Lots 1-3 of the Belterra Commercial Subdivision, Hays County, Texas, the address being Highway 290, Dripping Springs, Texas 78737 (the "Belterra Village").

4.2.2 Only two (2) projecting signs are permitted per business on each property except if the rear of a business is immediately adjacent to a residential use in which case only one (1) projecting sign is permitted per business.

4.2.3 For Buildings E-N, P, X-Z as shown on Exhibit #1, projecting signs shall follow the below criteria:

- i.** Lettering for each sign shall consist of one (1) horizontal line of lettering not to exceed thirty-six inches (36") in height, or two (2) horizontal lines of

lettering not to exceed fifty-four inches (54”), including a minimum six inch (6”) space between the two lines.

- ii. Projecting signs facing U.S. Highway 290 shall follow the criteria outlined on Exhibit #3 (Exhibit forthcoming)
- iii. No tenant shall be allowed more than one projecting sign per building side and tenants not on a street corner must locate their projecting signs one at the front of the building and the other at the rear.
- iv. The total length of any such sign shall not exceed seventy-five (75%) of the storefront width of the tenant or occupant’s premises on the Property.
- v. The signable area of any projecting sign for each business shall not exceed:
 1. Sixty-four (64) square feet for any tenant under four thousand (4,000) square feet.
 2. One hundred (100) square feet for any tenant larger than four thousand (4,000) square feet, as shown on Exhibit #2

4.2.4 For Buildings A-D, S, T, Q, R, U-W, and ZZ as shown on Exhibit #1, projecting signs shall follow the below criteria:

- i. Lettering for each sign shall not be limited but each sign must not exceed the total allowable signable area shown below.
- ii. No tenant shall be allowed more than one projecting sign.
- iii. The total length of any such sign shall not exceed seventy-five (75%) of the storefront width of the tenant or occupant’s premises on the Property.
- iv. The signable area of any projecting sign for each business shall not exceed:
 1. Sixty-four (64) square feet for any tenant under four thousand (4,000) square feet.
 2. One hundred (100) square feet for any tenant between 4,001 and 6,000 square feet.
 3. One hundred fifty (150) square feet for any tenant between 6,001 and 10,000 square feet.
 4. One hundred seventy (175) square feet for any tenant between 10,001 and 15,000 square feet.
 5. Two hundred square (200) square feet for any tenant between 15,001 and 25,000 square feet.
 6. Two hundred seventy-five (275) square feet for any tenant over 30,000 square feet.
- v. For Building 13, or any other proposed two-story building, balcony signs may be used in lieu of a projecting sign, but shall follow the additional criteria below:
 1. No portion of any sign located above the first floor shall extend lower than 10’6” Above Finished Floor of the first floor.
 2. Signs located on building S, or any other proposed two-story building, and installed above the first floor shall be connected to the balcony above the first floor as shown in the detail in Exhibits #5 and #6.
 3. All other requirements related to projecting signs in 4.2.4 shall be

adhered to.

- 4.2.5 Projecting Signs may be illuminated. LED illumination shall be below 3000 Kelvin. The property owner shall provide electricity for the illumination of each sign.
- 4.2.6 Projecting Signs that are illuminated must be turned off at the later of closing time of the business or 10:00 p.m.
- 4.2.7 All signs and supporting structures shall be designed in accordance with the overall architectural theme of the property.
- 4.2.8 Lettering, logos, and names on tenant signs may be changed without amendment to this Appendix or application for variance so long as all other requirements of this Appendix are met, including but not limited to size, height, lighting, and color.

4.3 Window Signs

- 4.3.1 The section shall apply to all lots of the Belterra Commercial Subdivision, Hays County, Texas, the address being Highway 290, Dripping Springs, Texas 78737 (the “Belterra Village”).
- 4.3.2 A unit in the multiunit Belterra Commercial Subdivision, may have a total signable area of window signs that shall not exceed twenty-four (24) square feet for each business. A unit in the multiunit Belterra Commercial Subdivision where the unit is at an intersection of two roadways and has windows on different sides of the building adjacent to the roadways, may have a total signable area of window signs that shall not exceed forty-eight (48) square feet for each business.
- 4.3.3 The total signable area of the window signs do not count towards the cumulative total signable area allowed.

SECTION 5. PROHIBITION

A person commits an offense when a person erects, installs or places signage at Belterra Commercial Subdivision in violation of this Appendix.

SECTION 6. ENFORCEMENT

6.1 Civil & Criminal Penalties

The City shall have the power to administer and enforce the provisions of this Appendix as may be required by governing law. Any person violating any provision of this Appendix is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of this Appendix is hereby declared to be a nuisance.

6.2 Criminal Prosecution

Any person violating any provision of this Appendix shall, upon conviction, be fined a sum

not exceeding five hundred dollars (\$500.00). Each day that a provision of this Appendix is violated shall constitute a separate offense. An offense under this Appendix is a misdemeanor.

6.3 Civil Remedies

Nothing in this Appendix shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this Appendix and to seek remedies as allowed by law, including, but not limited to the following:

- 6.3.1 Injunctive Relief.** Injunctive relief to prevent specific conduct that violates the Appendix or to require specific conduct that is necessary for compliance with the Chapter.
- 6.3.2 Civil Penalty.** A civil penalty up to five hundred dollars (\$500.00) a day to be deposited in the Landscaping Fund, when it is shown that the defendant was actually notified of the provisions of the Appendix and after receiving notice committed acts in violation of the Appendix or failed to take action necessary for compliance with the Chapter; and other available relief.
- 6.3.3 Stop Work Order.** In the event work is not being performed in accordance with this Appendix, the City shall issue a stop work order and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop work order is in effect.

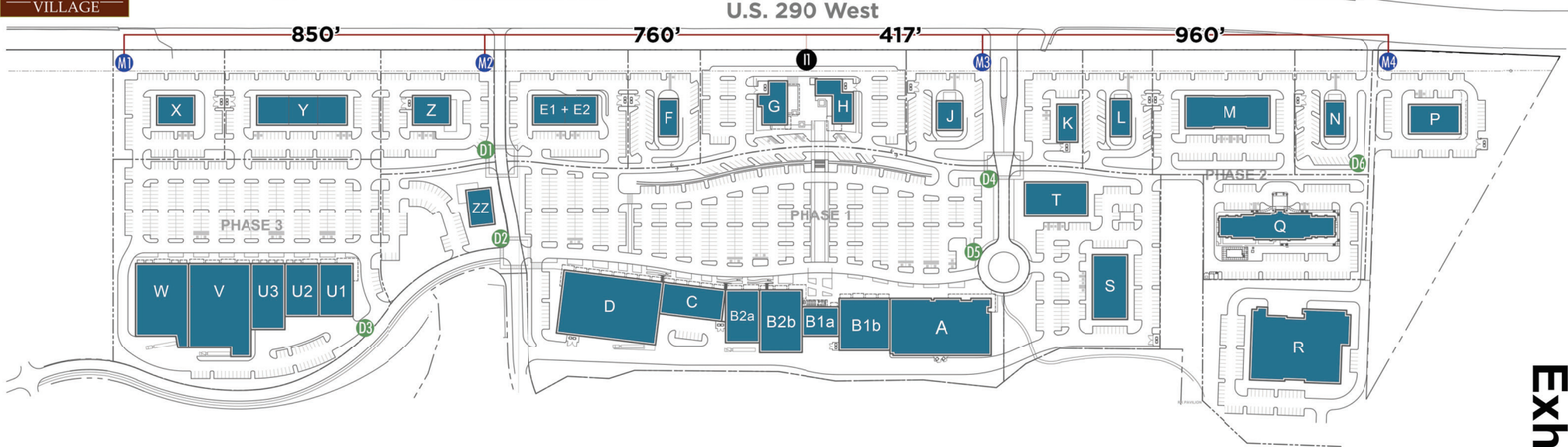
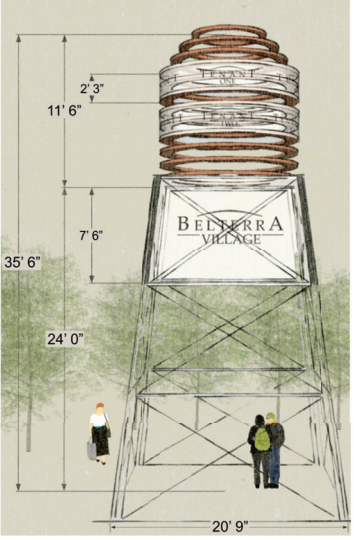
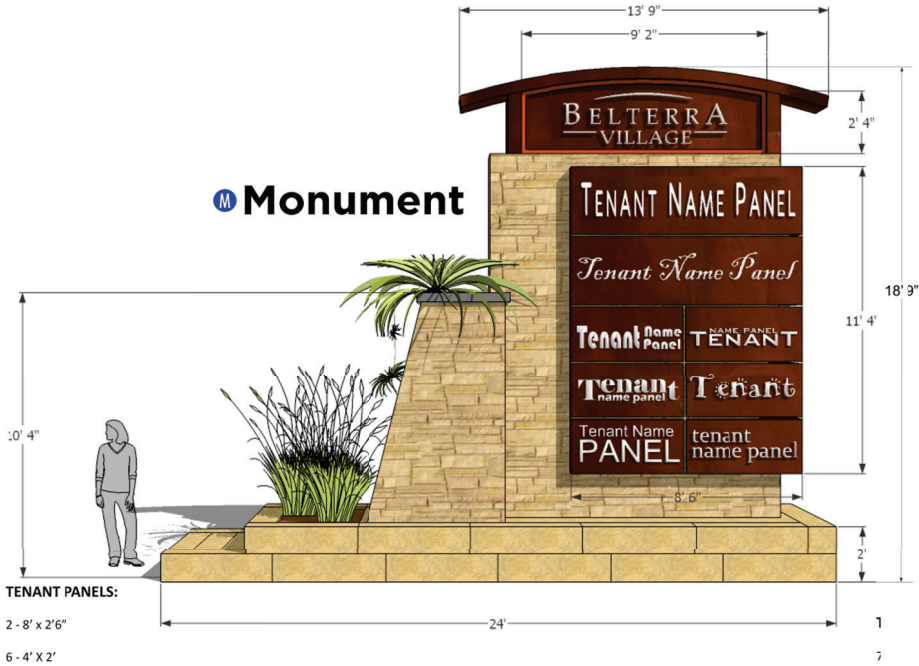


Exhibit #1

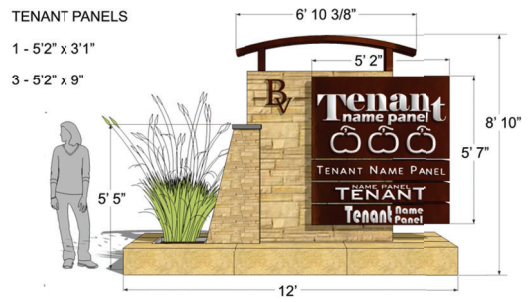
Project Identification

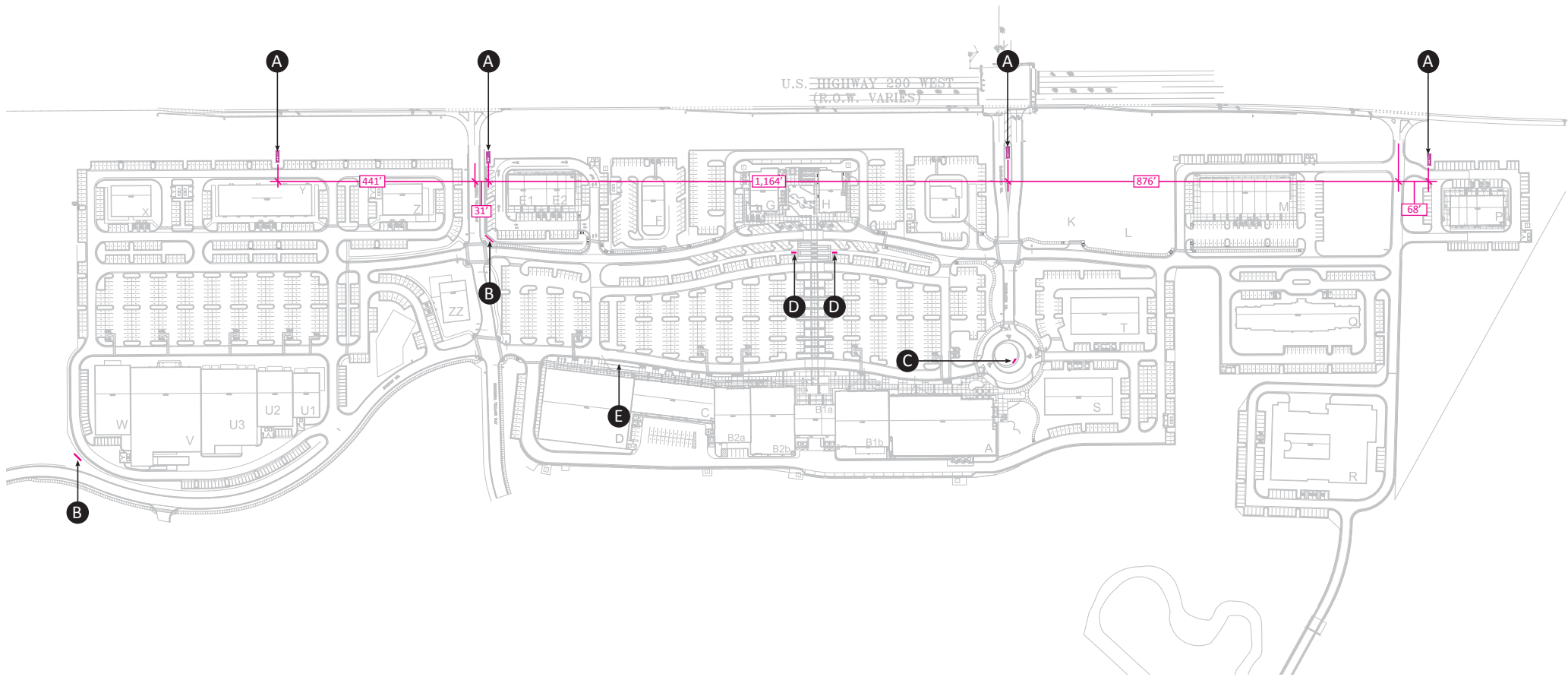


M Monument



D Directional





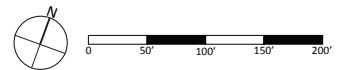
SIGNAGE LEGEND:

- A** (4) MONUMENT SIGN
- B** (2) BELTERRA VILLAGE WALL SIGN
- C** (1) "BV" LOGO SIGN (ILLUMINATED)
- D** (2) "BV" LOGO SIGN (NON-ILLUMINATED)
- E** (3) "BV" PLANTER SIGN (NON-ILLUMINATED)



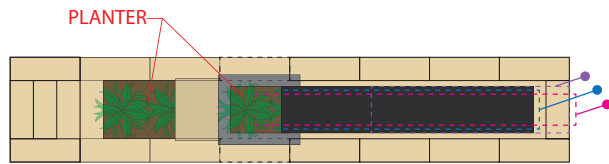
SIGN LOCATION PLAN

BELTERRA VILLAGE - DRIPPING SPRINGS, TEXAS

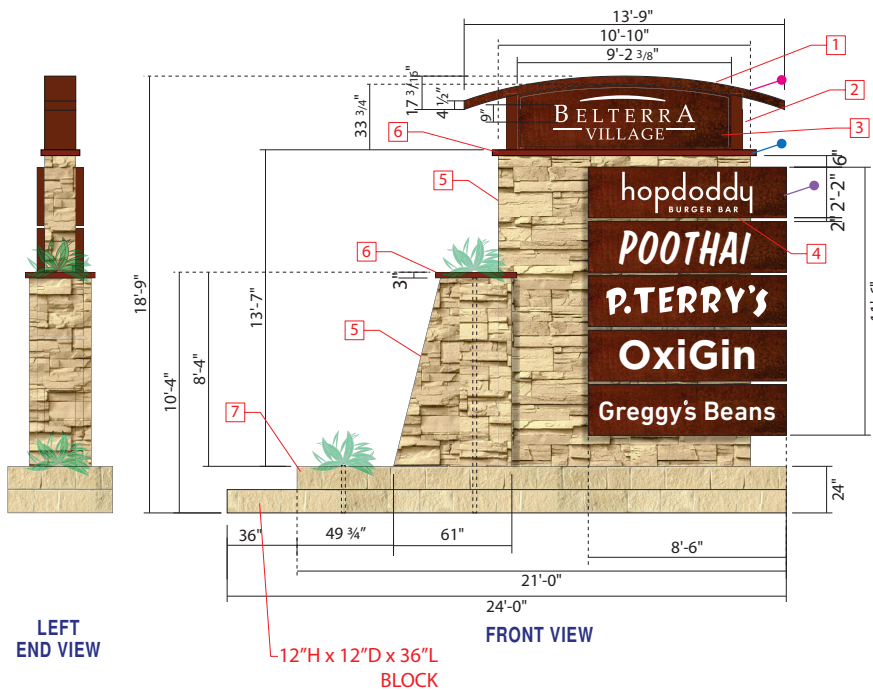


OCTOBER 2017

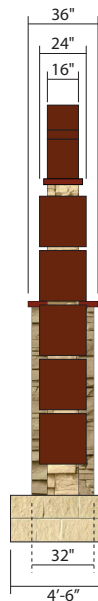
studio 16:19



TOP VIEW



FRONT VIEW



RIGHT END VIEW



BACK VIEW

SPECIFICATIONS

- 1.] TOP LIP: ALUMIN. FAB. STRUCTURE PAINTED P2. SERVICE ACCESS BY .125 ALUM. REMOVABLE TOP.
- 2.] ALUMIN. FAB. STRUCTURE PAINTED P2.
- 3.] .125 ALUM. ROUTED FACE PAINTED P2 WITH 3/4" CLEAR PUSH PLEX AND V1 APPLIED TO FACE.
- SECOND SURF. DIFFUSER.
- ILLUMINATION: WHITE LED. COUNTER-SUNK FASTENERS ON SIDES.
- 4.] .125 ALUM. ROUTED FACE PAINTED P2 WITH WHITE VINYL APPLIED TO FACE. COUNTER-SUNK FASTENERS ON SIDES. TENANT NAMES / LOGOS T.B.D.
- 5.] STONE VENEER. STYLE T.B.D.
- STEEL SUB-FRAME STRUCTURE WITH BACKER BOARD COVERED BY MOISTURE BARRIER WITH MATCHING STONE VENEER.
- 6.] 'CAPSTONE' - METAL FAB. FAUX CORTEN P2
- 7.] STONE BASE. STYLE T.B.D.

(P1) MP WHITE 202	(P2) FAUX CORTEN	(V1) OPAQUE WHITE VINYL
--------------------------------	-------------------------------	---

ALL COLORS TO BE APPROVED/PROVIDED BY CLIENT PRIOR TO MANUFACTURING

FINAL TENANT NAMES T.B.D.

LED ILLUMINATION SHOULD BE BELOW 3000 KELVINS AS PER THE BELTERRA MASTER PLAN APPROVED BY THE CITY OF DRIPPING SPRINGS

QTY = 4

A D/F MONUMENT SIGN
SCALE: 3/16" = 1' 0"

MAX. ALLOWED SQ. FT. = x
PROPOSED SQ. FT. = x

Custom SIGN CREATIONS
9701 Brown Ln, Bldg E,
Austin, TX 78754
512-374-9300
info@customsigncreations.com
www.customsigncreations.com

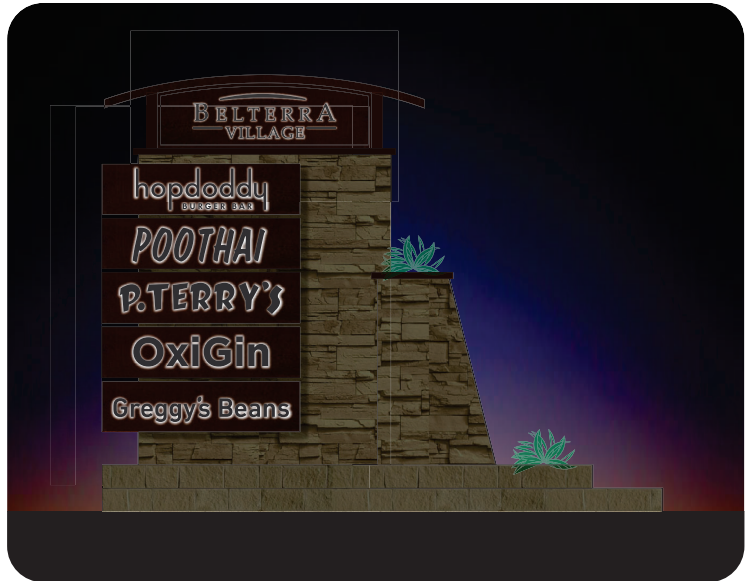
Belterra Village
555 N College
Dripping Springs, TX 78737
ADDRESS T.B.D.

JOB INFORMATION
NUMBER: 5585-SPEC6-AB
SALES REP.: Denise
DESIGNER: Greg

CLIENT APPROVAL
DATE:
X _____
INSTALL DATE:

UL LISTED
UNDERWRITERS
LABORATORIES

NOTE: THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENT OF ARTICLE 800 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES, THIS INCLUDES PROPER GROUNDING AND BONDING;



NIGHT

LED ILLUMINATION SHOULD BE BELOW 3000 KELVINS AS PER THE BELTERRA MASTER PLAN APPROVED BY THE CITY OF DRIPPING SPRINGS

QTY = 4

A D/F MONUMENT SIGN
SCALE: 3/16" = 1' 0"

MAX. ALLOWED SQ. FT. = x
PROPOSED SQ. FT. = x



9701 Brown Ln, Bldg E,
Austin, TX 78754
512-374-9300
info@customsigncreations.com
www.customsigncreations.com

Beltterra Village
555 N College
Dripping Springs, TX 78737
ADDRESS T.B.D.

JOB INFORMATION
NUMBER: 5585-SPEC6-AB
SALES REP.: Denise
DESIGNER: Greg

CLIENT APPROVAL
DATE:
X _____
INSTALL DATE:



UL LISTED
UNDERWRITERS
LABORATORIES

BELTERRA

555 N College
Dripping Springs, TX 78737

JOB INFORMATION

NUMBER: 5674-SPEC1-A
SALES REP.: DENISE
DESIGNER: Greg

CLIENT APPROVAL

DATE:

X - - - - -



FRONT VIEW



BACK VIEW

A ELEVATION @ PYLON #1, #2, #3, #4
SCALE: 1/4" = 1' 0"

Artworks in this document are considered only as a visual representation of the actual size and specified material. Real world material and size specification takes precedence over any visual representation.

Note: for proposed electrical signs, the sign is intended to be installed in accordance with the requirement of article 600 of the national electrical code and/or other applicable local codes, this includes proper grounding and bonding;



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www.cscsign.com



Item # 12.

BELTERRA

555 N College
Dripping Springs, TX 78737

JOB INFORMATION

NUMBER: 5674-SPEC1-A
SALES REP.: DENISE
DESIGNER: Greg

CLIENT APPROVAL

DATE:

X - - - - -

P1
MP Brushed
Alum. 41342SP

P2
FAUX
CORTEN
(INDUSTRY STANDARD)



FONT: ADOBE GARAMOND

FACE TYPE: .25 ALUM. PAINTED P1
BACKER: .125 ALUM. P2.
MOUNTING: PIN-MOUNT TO STONE.

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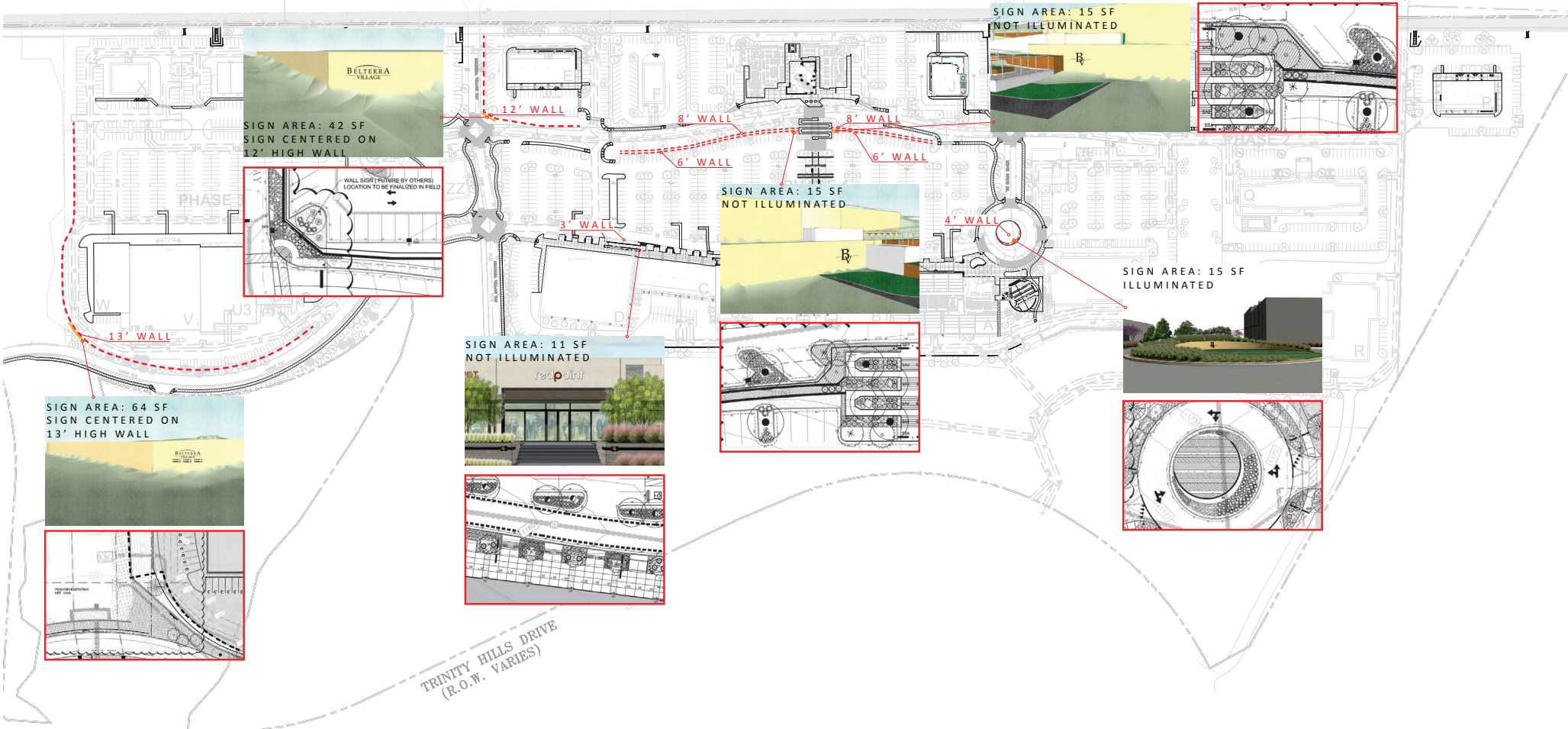
1703 Dungan Lane
Austin, Tx 78754
512-374-9300
info@cscsign.com
www.cscsign.com



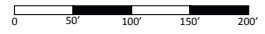
A FCO LETTERS
SCALE: 3/4" = 1' 0"

QTY = 8

U.S. HIGHWAY 290 WEST
(R.O.W. VARIES)



TRINITY HILLS DRIVE
(R.O.W. VARIES)



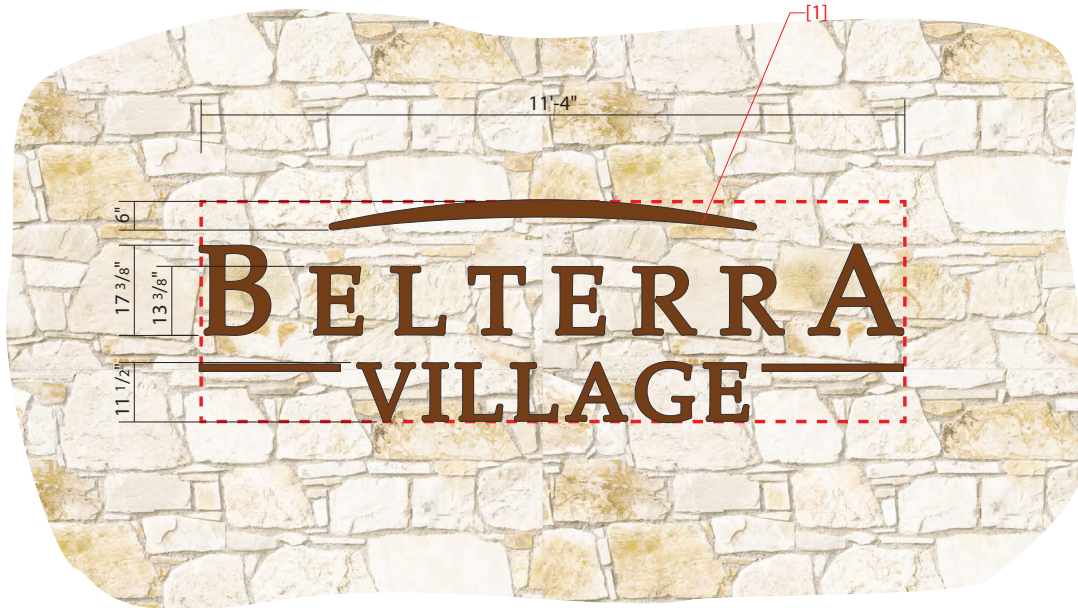
BELTERRA VILLAGE

LOCATIONS OF POTENTIAL WALLSIGNS

08.01.2017


studio 16:19

LED ILLUMINATION SHOULD BE BELOW 3000 KELVINS AS PER THE BELTERRA MASTER PLAN APPROVED BY THE CITY OF DRIPPING SPRINGS



SPEC DETAIL

[1] "BELTERRA VILLAGE" REVERSE CHANNEL.
 FACE TYPE: ALUM. PAINTED P1.
 RETURNS: ALUM. PAINTED P1.
 ILLUMINATION: WARM WHITE LED.
 MOUNTING TYPE: PIN-MOUNT OFFSET 1.5".


 P1
 FAUX
 CORTEN

ALL COLORS TO BE APPROVED/PROVIDED BY CLIENT PRIOR TO MANUFACTURING

NOTE: THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENT OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING.

QTY = 1
41 SQ. FT.

1 CHANNEL LETTERS AND TENANT CABINET
 SCALE: 1/2" = 1' 0"

CSC SIGN
 1703 DUNGAN LANE
 AUSTIN, TX 78754
 512-374-9300
 INFO@CSCSIGN.COM
 WWW.CSCSIGN.COM

Belterra
 555 N College
 Dripping Springs, TX 78737

JOB INFORMATION
 NUMBER: 5603-SPEC4-A
 SALES REP.: Denise
 DESIGNER: Greg

CLIENT APPROVAL
 DATE: _____
 X _____
 INSTALL DATE: _____



Item # 12.

BELTERRA

555 N College
Dripping Springs, TX 78737

JOB INFORMATION

NUMBER: 5674-SPEC1-A
SALES REP.: DENISE
DESIGNER: Greg

CLIENT APPROVAL

DATE:

X - - - - -



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www.cscsign.com



B

ELEVATION - WALL SIGN #1

SCALE: 1/2" = 1' 0"

LED ILLUMINATION SHOULD BE BELOW 3000 KELVINS AS PER THE BELTERRA MASTER PLAN APPROVED BY THE CITY OF DRIPPING SPRINGS



NIGHT

1 ELEVATION
SCALE: 1/2" = 1' 0"

CSC SIGN
 1703 DUNGAN LANE
 AUSTIN, TX 78754
 512-374-9300
 INFO@CSCSIGN.COM
 WWW.CSCSIGN.COM

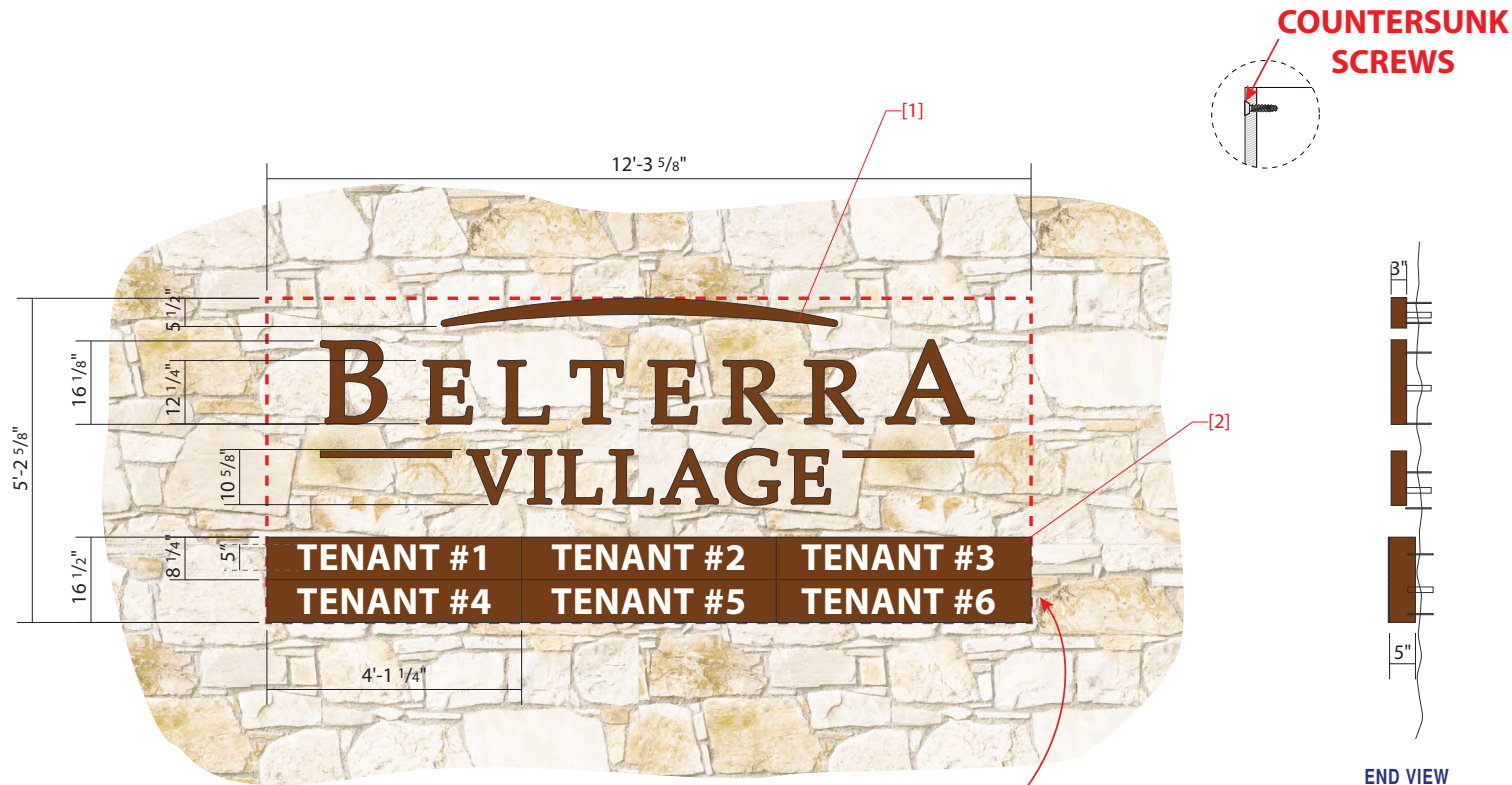
Belterra
 555 N College
 Dripping Springs, TX 78737

JOB INFORMATION
 NUMBER: 5603-SPEC4-A
 SALES REP.: Denise
 DESIGNER: Greg

CLIENT APPROVAL
 DATE:
 X _____
 INSTALL DATE:



LED ILLUMINATION SHOULD BE BELOW 3000 KELVINS AS PER THE BELTERRA MASTER PLAN APPROVED BY THE CITY OF DRIPPING SPRINGS



SPEC DETAIL

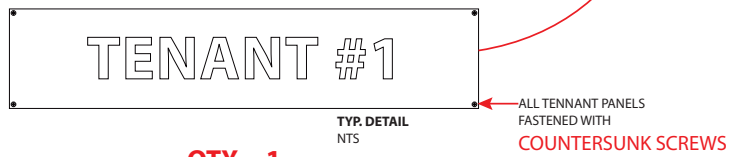
[1] "BELTERRA VILLAGE" REVERSE CHANNEL.
 FACE TYPE: ALUM. PAINTED P1.
 RETURNS: ALUM. PAINTED P1.
 ILLUMINATION: WARM WHITE LED.
 MOUNTING TYPE: PIN-MOUNT OFFSET 1.5".

[1] TENANT CABINET
 FACE TYPE: .125 ALUM. PAINTED P1 WITH 3/4" CLEAR PUSH-PLEX AND WHITE OPAQUE VINYL ON FACE.
 RETURNS: ALUM. PAINTED P1.
 ILLUMINATION: WARM WHITE LED.
 MOUNTING TYPE: COUNTER-SUNK SCREWS PAINTED P1.

P1
 FAUX CORTEN

ALL COLORS TO BE APPROVED/PROVIDED BY CLIENT PRIOR TO MANUFACTURING

NOTE: THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENT OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING.



QTY = 1
64 SQ. FT.

3 CHANNEL LETTERS AND TENANT CABINET
 SCALE: 1/2" = 1' 0"

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 INFO@CSCSIGN.COM
 WWW.CSCSIGN.COM

Belterra
 555 N College
 Dripping Springs, TX 78737

JOB INFORMATION
 NUMBER: 5603-SPEC4-A
 SALES REP.: Denise
 DESIGNER: Greg

CLIENT APPROVAL
 DATE: _____
 X _____
 INSTALL DATE: _____



BELTERRA

555 N College
Dripping Springs, TX 78737

JOB INFORMATION

NUMBER: 5674-SPEC1-A
SALES REP.: DENISE
DESIGNER: Greg

CLIENT APPROVAL

DATE:

X - - - - -



B ELEVATION - WALL SIGN #3
SCALE: 1/2" = 1' 0"

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Austin, Tx 78754
512-374-9300
info@cscsign.com
www.cscsign.com



LED ILLUMINATION SHOULD BE BELOW 3000 KELVINS AS PER THE BELTERRA MASTER PLAN APPROVED BY THE CITY OF DRIPPING SPRINGS



NIGHT

3 ELEVATION
SCALE: 1/2" = 1' 0"

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 AUSTIN, TX 78754
 512-374-9300
 INFO@CSCSIGN.COM
 WWW.CSCSIGN.COM

Belterra
 555 N College
 Dripping Springs, TX 78737

JOB INFORMATION
 NUMBER: 5603-SPEC4-A
 SALES REP.: Denise
 DESIGNER: Greg

CLIENT APPROVAL
 DATE:
 X _____
 INSTALL DATE:



Item # 12.

BELTERRA

555 N College
Dripping Springs, TX 78737

JOB INFORMATION

NUMBER: 5674-SPEC1-A
SALES REP.: DENISE
DESIGNER: Greg

CLIENT APPROVAL

DATE:

X - - - - -



MP Brushed
Alum. 41342SP



FONT: ADOBE GARAMOND

FACE TYPE: .25 ALUM. PAINTED P1.
MOUNTING: PIN-MOUNT TO STONE.

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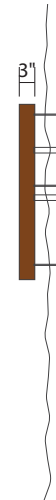
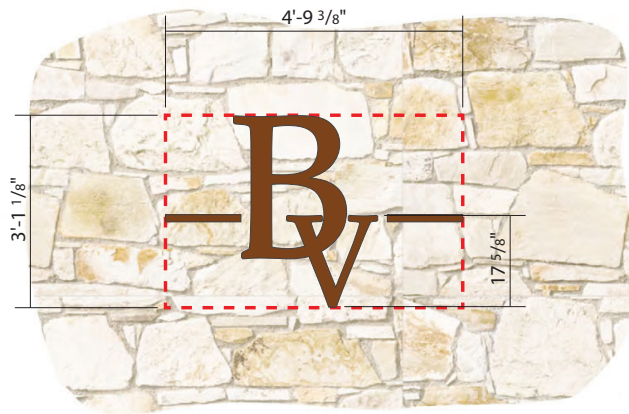


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info@cscsign.com
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B FCO LETTERS
SCALE: 1" = 1' 0"

QTY = 2



END VIEW

EXACT LOCATION T.B.D.

QTY = 2
15 SQ. FT.

2a REVERSE CHANNEL LETTER (NON-LIT)
SCALE: 1/2" = 1' 0"

SPEC DETAIL

[1] "BV LOGO" DIMENSIONAL LETTERS.
FACE TYPE: ALUM. PAINTED P1.
RETURNS: ALUM. PAINTED P1.
ILLUMINATION: NONE.
MOUNTING TYPE: PIN-MOUNT OFFSET 1.5".



ALL COLORS TO BE APPROVED/PROVIDED BY CLIENT PRIOR TO MANUFACTURING

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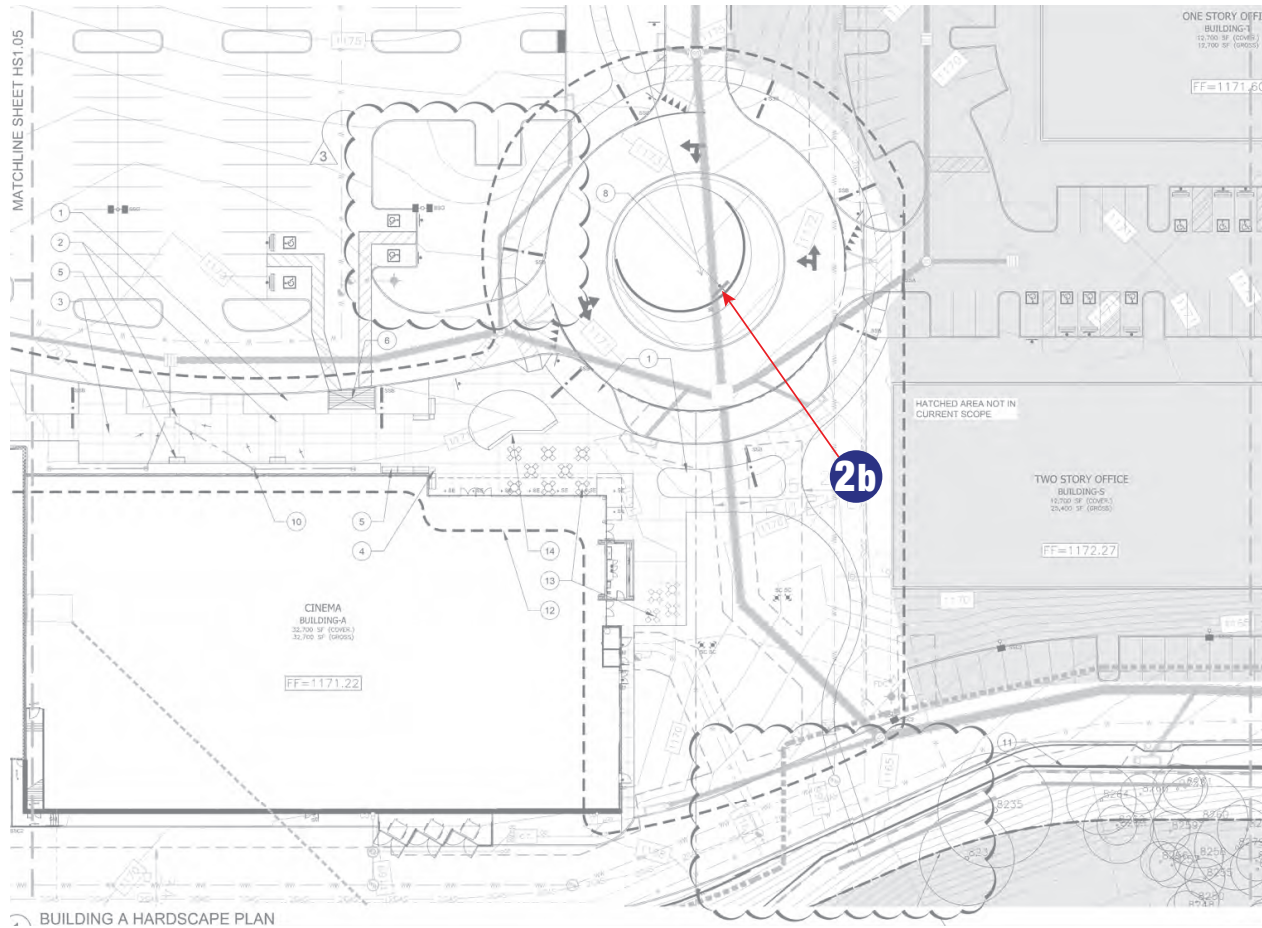
CSC SIGN
1703 DUNGAN LANE
AUSTIN, TX 78754
512-374-9300
INFO@CSCSIGN.COM
WWW.CSCSIGN.COM

Belterra
555 N College
Dripping Springs, TX 78737

JOB INFORMATION
NUMBER: 5603-SPEC4-A
SALES REP.: Denise
DESIGNER: Greg

CLIENT APPROVAL
DATE: _____
X _____
INSTALL DATE: _____





SITE PLAN

1" = 50'

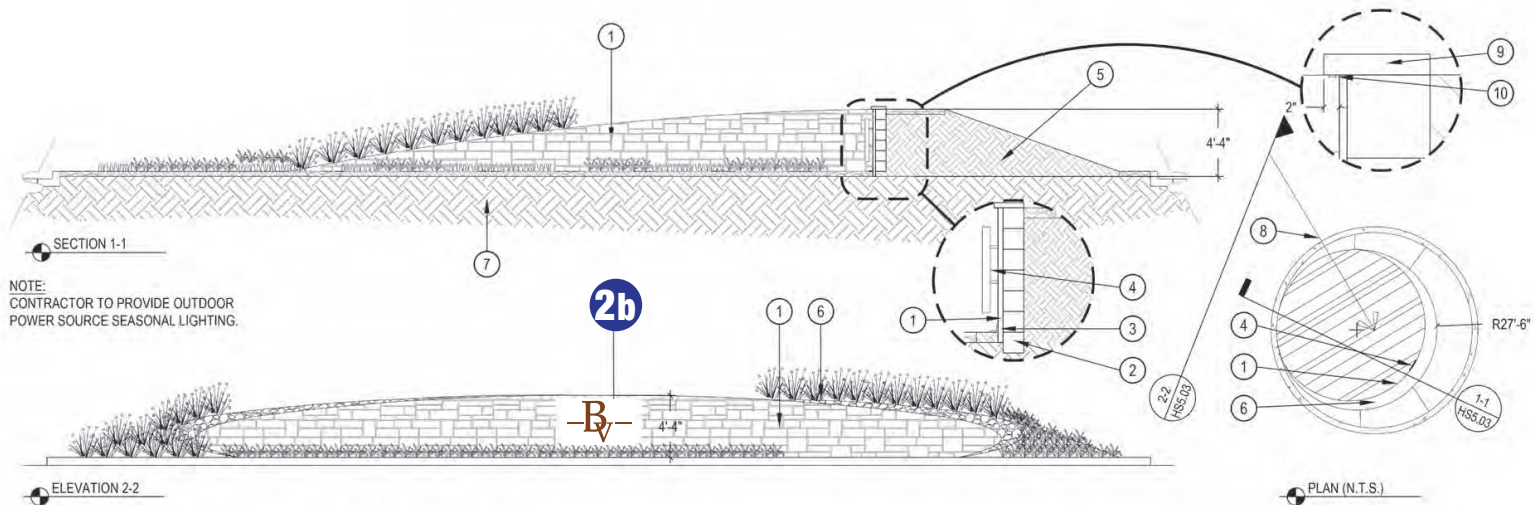
CSC SIGN
 1703 DUNGAN LANE
 AUSTIN, TX 78754
 512-374-9300
 INFO@CSCSIGN.COM
 WWW.CSCSIGN.COM

Belterra
 555 N College
 Dripping Springs, TX 78737

JOB INFORMATION
 NUMBER: 5603-SPEC4-A
 SALES REP.: Denise
 DESIGNER: Greg

CLIENT APPROVAL
 DATE:
 X _____
 INSTALL DATE:





4 ROUND-A-BOUT LIMESTONE PLANTER / SIGN

ELEVATION

SCALE: 1/8" = 1' 0"

CSC SIGN
 1703 DUNGAN LANE
 AUSTIN, TX 78754
 512-374-9300
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 WWW.CSCSIGN.COM

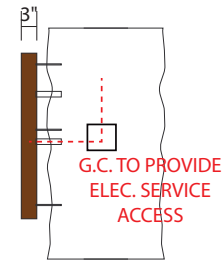
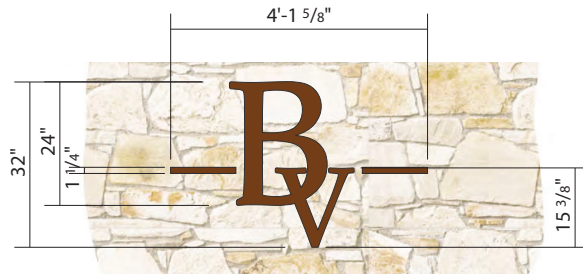
Belterra
 555 N College
 Dripping Springs, TX 78737

JOB INFORMATION
 NUMBER: 5603-SPEC4-A
 SALES REP.: Denise
 DESIGNER: Greg

CLIENT APPROVAL
 DATE:
 X _____
 INSTALL DATE:



LED ILLUMINATION SHOULD BE BELOW 3000 KELVINS AS PER THE BELTERRA MASTER PLAN APPROVED BY THE CITY OF DRIPPING SPRINGS



END VIEW

SPEC DETAIL

[1] "BV LOGO" DIMENSIONAL LETTERS.
 FACE TYPE: ALUM. PAINTED P1.
 RETURNS: ALUM. PAINTED P1. PAINTED INTERIOR BLACK.
 ILLUMINATION: WARM WHITE LED.
 MOUNTING TYPE: PIN-MOUNT OFFSET 1.5".



ALL COLORS TO BE APPROVED/PROVIDED BY CLIENT PRIOR TO MANUFACTURING

NOTE: THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENT OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING;



NIGHT

QTY = 1
15 SQ. FT.

2b REVERSE CHANNEL LETTER
 SCALE: 1/2" = 1' 0"

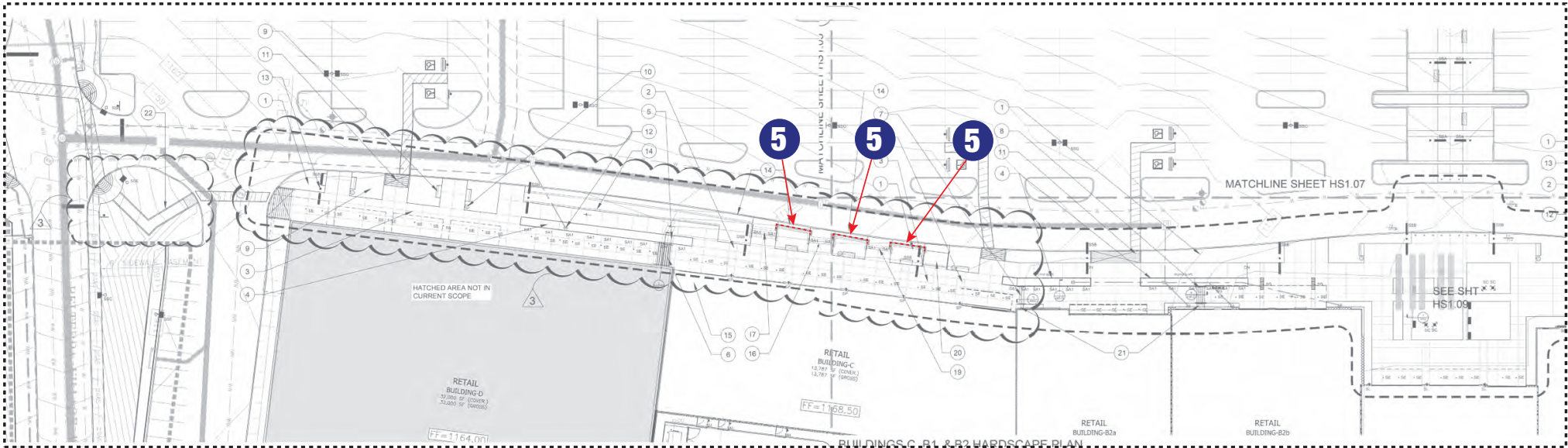
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 AUSTIN, TX 78754
 512-374-9300
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Belterra
 555 N College
 Dripping Springs, TX 78737

JOB INFORMATION
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 SALES REP.: Denise
 DESIGNER: Greg

CLIENT APPROVAL
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 X _____
 INSTALL DATE:





5 SITE PLAN
1" = 50'

CSC SIGN
 1703 DUNGAN LANE
 AUSTIN, TX 78754
 512-374-9300
 INFO@CSCSIGN.COM
 WWW.CSCSIGN.COM

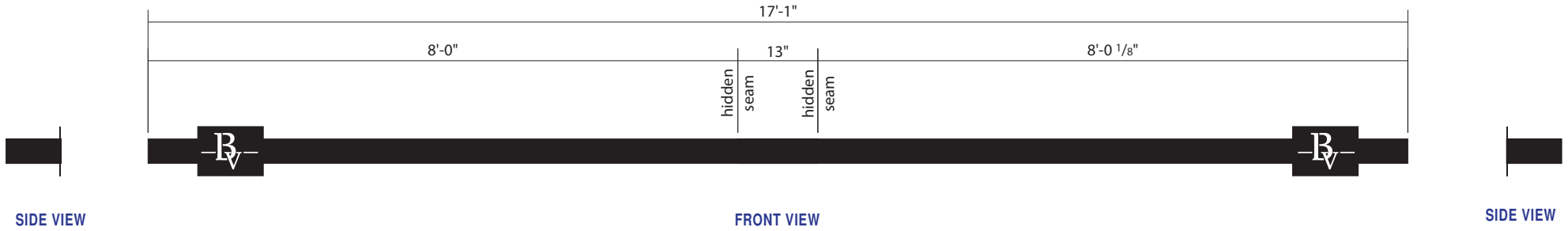
Belterra
 555 N College
 Dripping Springs, TX 78737

JOB INFORMATION
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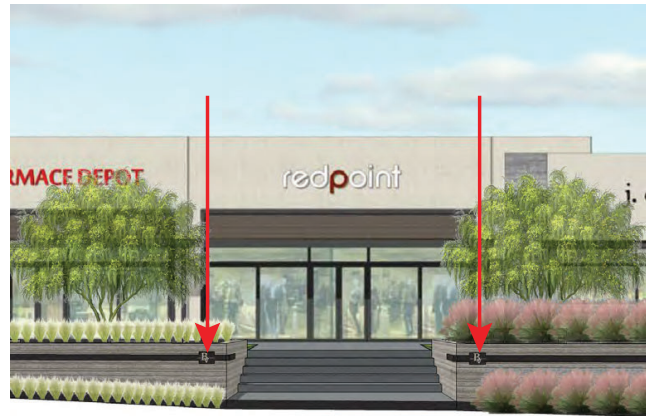
FIELD SURVEY REQUIRED PRIOR TO FABRICATION.



5 ELEVATION - PLANTER SIGN PANEL ASSEMBLY

QTY = 3

SCALE: 3/4" = 1' 0"



RENDER SAMPLE

CSC SIGN
 1703 DUNGAN LANE
 AUSTIN, TX 78754
 512-374-9300
 INFO@CSCSIGN.COM
 WWW.CSCSIGN.COM

Belterra
 555 N College
 Dripping Springs, TX 78737

JOB INFORMATION
 NUMBER: 5603-SPEC4-A
 SALES REP.: Denise
 DESIGNER: Greg

CLIENT APPROVAL
 DATE: _____
 X _____
 INSTALL DATE: _____



SPEC DETAIL

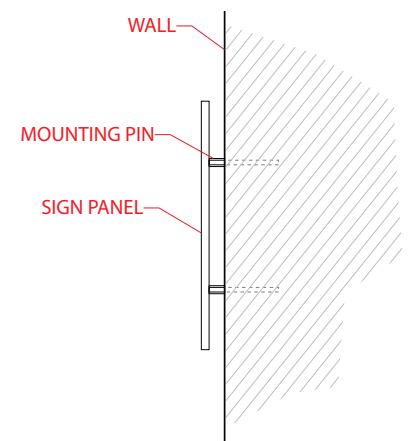
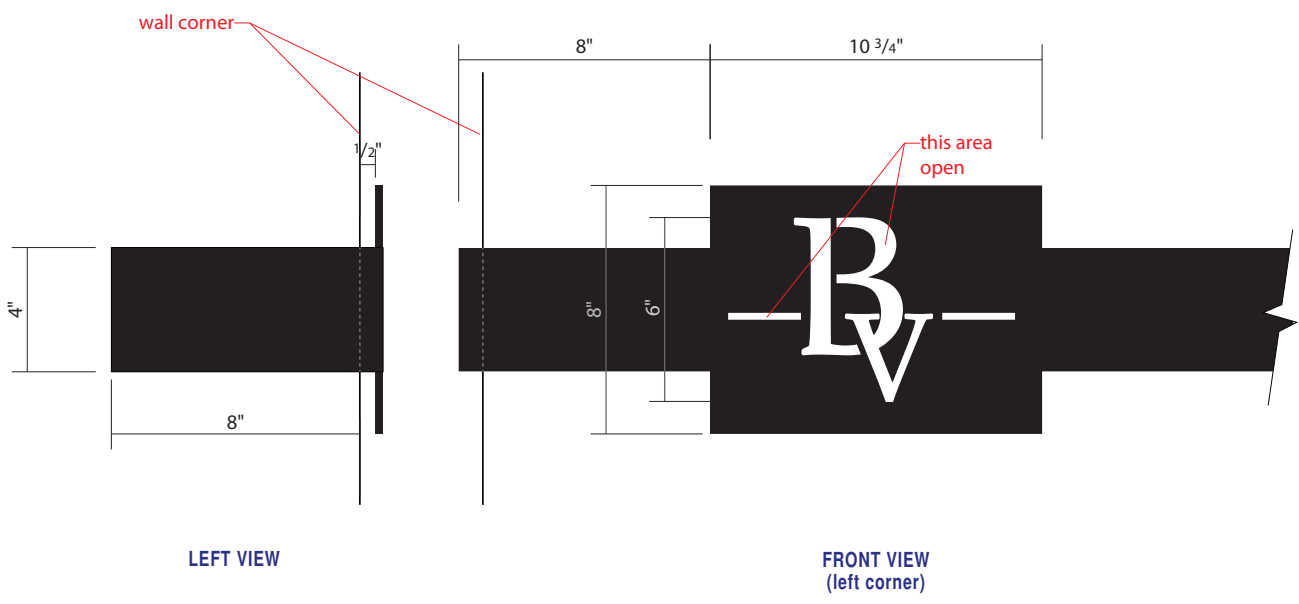
FACE TYPE: .25 WATER-JET CUT ALUM.; FACE AND ENDS PAINTED P1.
 MOUNTING TYPE: PIN-MOUNT OFFSET.

WELD AND JOIN ALL SEAMS.

P1

MP Black
N923 SP
MATTE

ALL COLORS TO BE APPROVED/PROVIDED BY CLIENT PRIOR TO MANUFACTURING



5 PLANTER SIGN PANEL CORNER (TYP.)
 SCALE: 3" = 1' 0"

CSC SIGN

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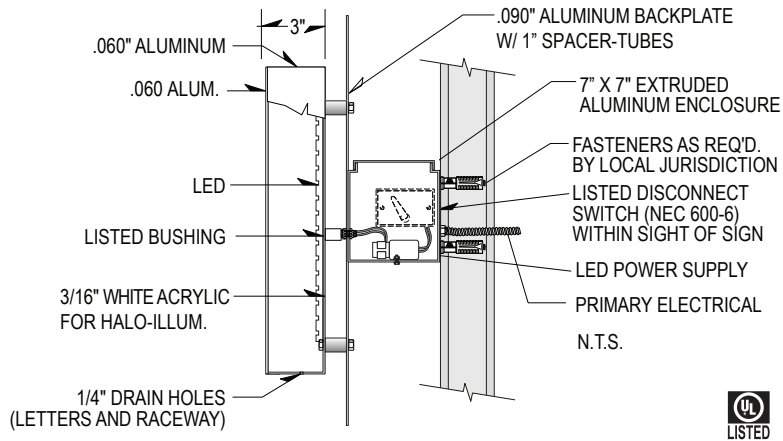


B Reverse-Lit Channel Letters w/ Backplate / Raceway-mounted / Front view

- QUANTITY:** ONE (1) PER FACADE
Max. Allowed Height: Refer to Belterra Village Sign Ordinance
Overall Length: Varies per tenant (up to 75% of facade length of tenant space)
Total Sq.Ft.: Varies per tenant; Refer to Belterra Village Sign Ordinance
Returns: White
Face: .060 Alum.
Raceway: TBD
Backplate: Black
Illumination: White LED's / 3000 Kelvins Max.

- NOTES:**
- Raceway Mounted
 - WHITE interiors for increased illumination
 - All paint two-stage automotive polyurethane
 - Maximum sign width: 75% of storefront

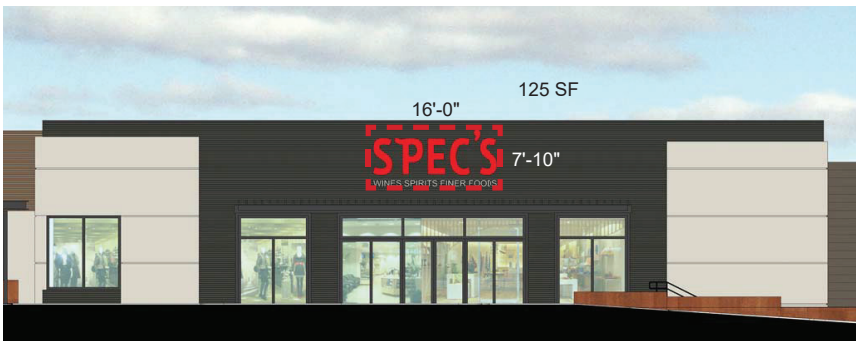
CHANNEL LETTER - TYPICAL SECTION - REVERSE-LIT • METAL FACE

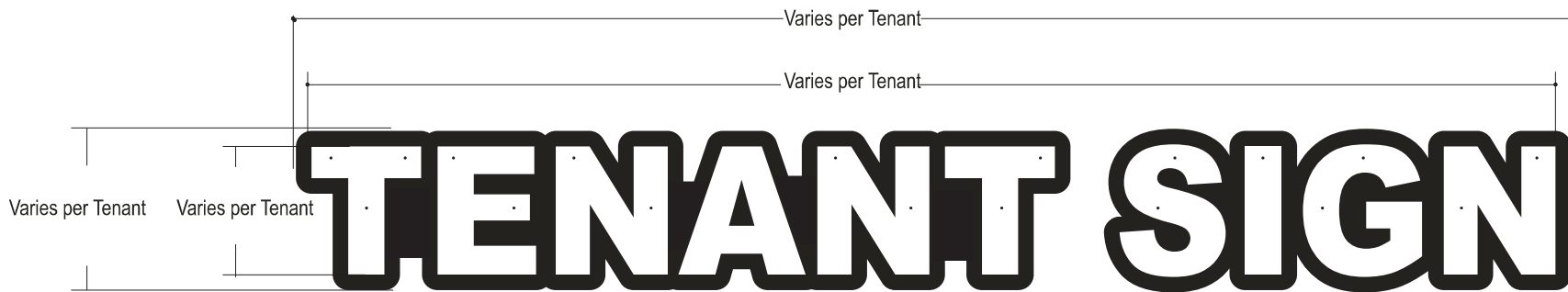


ELECTRICAL NOTES FSG DOES NOT provide primary electrical to sign. Power to the sign must be done by a licensed electrical contractor or licensed electrician. Each sign must have: 1. A minimum of one dedicated 120V 20A circuit. 2. Junction box installed within 6 feet of sign. 3. Three wires: Line, Ground, Neutral

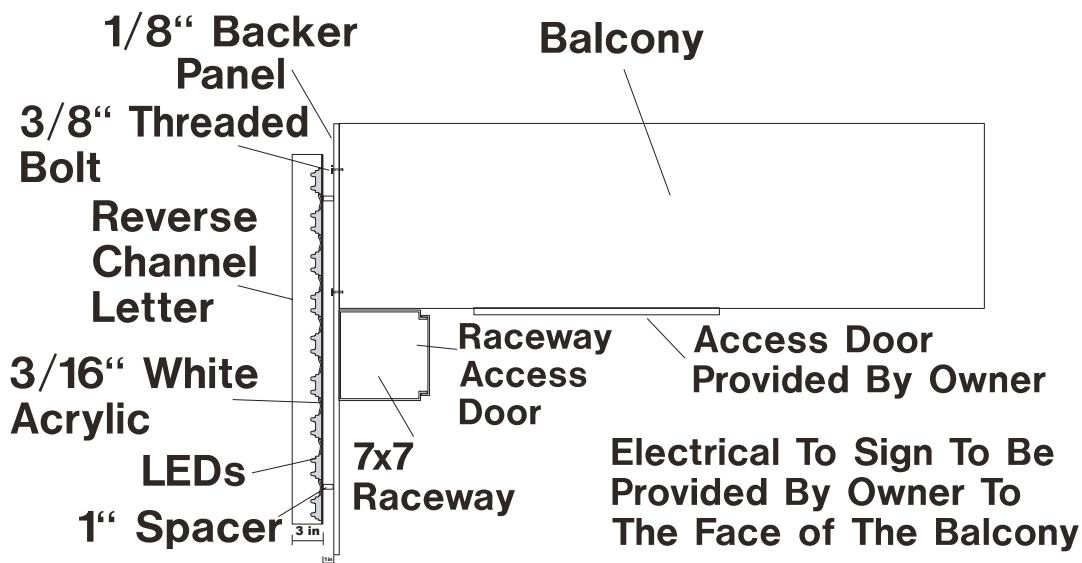
Exhibit #3

 <p>FACILITY SOLUTIONS GROUP</p>	<p>Belterra Village Dripping Springs</p>	<p>Start Date: 8/2016 Last Revision: 08/18/16z Job#: 92JNA Drawing #: 92JNAV2S1</p>	<p>Design Rep. House Sales Rep. Bob Strobeck</p>	<p>LANDLORD APPROVAL / DATE</p>	    <p>399</p>
---	--	---	--	---------------------------------	--





**Attachment to the Face of the Canopy
Using 3/8" Threaded Stainless Bolts
Bolts to be Concealed Inside the Letters
Number of Bolts As Required to Secure the Sign to the Balcony**



**Backer Panel Must Not Protrude Above The Top Of The Balcony Face
Minimize the Portion of the Sign Below the Balcony
Backer Panel and Raceway to be Painted Matthews Black Satin Finish**





STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: 12.8.2020

Agenda Item Wording: Discuss and consider acceptance of Donation Deed for Rathgeber Natural Resource Park adjacent to Headwaters Subdivision.

Agenda Item Requestor: Taline Manassian, Mayor Pro Tem

Summary/Background: As part of the Headwaters Subdivision, the original owner, Mr. Rathgeber, has agreed to give the City 300 acres for the Rathgeber Natural Resource Park. This is the deed providing that acreage. It limits the uses of the land to low intensity park uses. This acreage was already subject to a lease with the Boy Scouts, but that is proposed to be changed to a shorter use agreement with the City. The deed will not be filed until the Boy Scouts release their lease on request of Mr. Rathgeber.

**Commission
 Recommendations:**

**Recommended
 Council Actions:** Accept the park property.

Attachments: Resolution and Donation Deed.

Next Steps/Schedule: If the Deed is accepted, the City Secretary will file it in the Hays County property records. Once the City accepts the property, the Parks Department will move forward with creating a Master Park Plan for this Park.

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2020-R_____

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS, AUTHORIZING THE MAYOR TO ACCEPT A DONATION DEED FOR A TRACT OF LAND TO BE USED AS A PARK FROM RATHGEBER INVESTMENT COMPANY LTD.

WHEREAS, Rathgeber Investments Company, Ltd. have conveyed by donation deed, “Attachment A” attached hereto and incorporated herein for all purposes, a tract of land for use as a park to the City of Drippings Springs, Texas (“City”); and

WHEREAS, the City finds that the acquisition of the property interests described herein is necessary for public use; and

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) finds that it is in the public interest of its citizens to accept the donation deed; and

WHEREAS, the City Council desires to authorize the Mayor to accept the donation deed on behalf of the City of Dripping Springs; 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 Resolution.

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

1. The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.
2. The City Council accepts and hereby authorizes the Mayor to accept, on behalf of the City of Dripping Springs, the Donation Deed, attached as “Attachment A” the tract of land for use as a park.
3. This Resolution shall take effect immediately upon passage.
4. The City Council directs the City Secretary to file a copy of this Resolution and the Donation Deed upon execution with the Real Property Records of Hays County, Texas.
5. The meeting at which this Resolution 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.

PASSED & APPROVED this, the 8th day of December 2020, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

Exhibit A
Donation Deed

DONATION DEED

STATE OF TEXAS §
 §
COUNTY OF HAYS §

RATHGEBER INVESTMENT COMPANY LTD, donates, grants and conveys to the City of Dripping Springs, Texas, the following described real property in Hays County, Texas, together with all improvements located thereon (herein the "Property"), to wit:

300 acres, more or less, in Williamson County, Texas, described on Exhibit A attached hereto and incorporated herein.

This donation and conveyance is expressly made and accepted subject to all valid and existing easements, restrictions, reservations, covenants and conditions relating to the Property to the extent that same are valid and enforceable against the Property, as may be shown by instruments filed for record in the office of the county clerk of Hays County, Texas.

TO HAVE AND TO HOLD said Property together with all and singular the rights and appurtenances thereto and anywise belonging, subject to the terms, conditions and restrictions set out herein, unto grantee and its successors and assigns forever; and grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular title to the Property unto said grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under grantor.

Grantor conveys the Property to grantee for the following purposes and subject to the conditions and restrictions set out herein.

1. The Property shall be used for park and open space purposes.
2. Walking trails with appropriate trailheads and signage may be constructed on the Property.
3. The Property may be used for naturalist led walks and talks, stargazing programs, mountain biking, hiking, birdwatching and kayaking.
4. The Property may be used to construct primitive and group campgrounds with overnight camping limited.
5. A parking lot and a nature interpretive center may be constructed on the Property in the area generally located on the side of the Property next to the public school.
6. Access shall be provided through adjoining public streets. No roads shall be constructed on the Property except those necessary to allow access by authorized vehicles for

emergency access, maintenance purposes, and temporary loading and unloading of supplies and equipment.

- 7. Grantor shall contract with grantee to provide a wildlife management plan and services on the Property for a period of 20 years from the date of this conveyance.
- 8. The property shall be named Rathgeber Natural Resource Park.

Real property taxes having been prorated to the date of this Deed, the payment of real property taxes, including any rollback taxes, as assumed by granting.

Executed the 3rd day of December, 2020.

Rathgeber Investment Company Limited

Edward R. Rathgeber

A Texas Limited Partnership by:
Rathgeber Investment G.P., Inc.,
A Texas Corporation, its General Partner

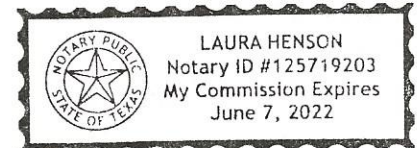
Edward R. Rathgeber
By: Edward R. Rathgeber

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on December 3rd, 2020 by Edward R. Rathgeber, President of Rathgeber Investment G.P., Inc.

Laura Henson

[seal]



Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

Donation Deed
City of Dripping Springs

Page 2 of 8
Rathgeber

Laura Mueller, City Attorney
City of Dripping Springs
511 Mercer St., P.O. Box 384
Dripping Springs, TX 78620

EXHIBIT "A"

Item # 13.



Land Surveyors, Inc.
8333 Cross Park Drive
Austin, Texas 78754
Office: 512.374.9722
Fax: 512.873.9743

METES AND BOUNDS DESCRIPTION

BEING 300.00 ACRES OF LAND OUT OF THE FOLLOWING FOUR SURVEYS: THE EDWARD BROWN SURVEY NO. 136, ABSTRACT NO. 44, THE MARCUS RAPER SURVEY NO. 37, ABSTRACT NO. 394, THE MARCUS RAPER SURVEY NO. 60, ABSTRACT NO. 383, AND THE W.R. WOOD SURVEY, ABSTRACT NO. 567, ALL IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF A 1326.17 ACRE REMAINDER OF A 1364.31 ACRE TRACT OF LAND CONVEYED TO RATHGEBER INVESTMENT COMPANY, LTD, BY INSTRUMENT OF RECORD IN DOCUMENT NO. 04015659 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" iron rebar found in a rock mound for an angle point in the westerly line of said 1326.17 acre remainder of a 1364.31 acre tract, the northeast corner of a 29.78 acre tract of land conveyed to John L. Hill, Jr. by instrument of record in Document No. 04017397 of the Official Public Records of Hays County, Texas, and being in the east line of a 1051.23 acre tract of land conveyed to Melinda Hill Perrin, et. al, by deed of record in Volume 1619, Page 471 of the Official Public Records of Hays County, Texas;

THENCE North 28°53'35" East (record - North 29°21'37" East), along the westerly line of the 1326.17 acre remainder of a 1364.31 acre tract and the east line of said 1051.23 acre tract, a distance of 4426.12 feet (record - 4426.39 feet) to a 1/2" iron rebar found for the northeast corner of the 1051.23 acre tract, the western terminus of a Boundary Line Agreement between E.E. Townes Trust No. 2 and Vincent Taylor, et. ux, of record in Volume 485, Page 183 of the Real Property Records of Hays County, Texas, and being an angle point in the southerly line of a 40.19 acre tract of land conveyed to Virginia Taylor Buckley by instrument of record in Document No. 9921334 of the Official Public Records of Hays County, Texas;

THENCE North 28°46'13" East (record - North 29°14'52" East), along the westerly line of the 1326.17 acre remainder of a 1364.31 acre tract, the southerly line of said 40.19 acre tract, and with the line of said Boundary Line Agreement, a distance of 397.73 feet (record - 397.82 feet) to a 1/2" iron rebar found for the northwest corner of the 1326.17 acre remainder of a 1364.31 acre tract;

THENCE along the north line of the 1326.17 acre remainder of a 1364.31 acre tract, the southerly line of the 40.19 acre tract, and with the line of the Boundary Line Agreement the following two (2) courses:

1. South 78°48'02" East a distance of 520.05 feet (record - South 78°20'35" East a distance of 519.97 feet) to a 1/2" iron rebar found;
2. North 85°12'10" East a distance of 688.50 feet (record - North 85°40'23" East a distance of 688.69 feet) to a 1/2" iron rebar found for the southeast corner of the 40.19 acre tract and the

southwest corner of a 26.09 acre tract of land conveyed to William B. Mitchell and Mary G. Mitchell by instrument of record in Volume 1692, Page 322 of the Official Public Records of Hays County, Texas, therein described as "Tract 5-A";

THENCE along the north line of the 1326.17 acre remainder of a 1364.31 acre tract, the south line of said 26.09 acre "Tract 5-A", and with the line of the Boundary Line Agreement the following eight (8) courses:

1. North 49°37'48" East a distance of 76.94 feet (record - North 50°04'03" East a distance of 76.94 feet) to a calculated point;
2. North 78°16'50" East a distance of 65.19 feet (record - North 78°43'49" East a distance of 65.26 feet) to a calculated point;
3. North 69°27'49" East a distance of 68.59 feet (record - North 69°57'08" East a distance of 68.57 feet) to a 5/8" iron rebar found;
4. South 69°09'54" East a distance of 107.08 feet (record - South 68°39'38" East a distance of 106.96 feet) to a 1/2" iron rebar found;
5. North 82°00'08" East a distance of 22.08 feet (record - North 82°30'24" East a distance of 22.08 feet) to a calculated point;
6. North 88°08'24" East a distance of 38.20 feet (record - North 89°21'51" East a distance of 37.80 feet) to a fence post found for corner;
7. South 84°59'10" East a distance of 41.12 feet (record - South 85°16'32" East a distance of 41.46 feet) to a calculated point;
8. South 77°07'43" East a distance of 186.40 feet (record - South 76°37'27" East a distance of 186.40 feet) to a calculated point;

THENCE South 71°53'47" East (record - South 71°26'15" East), along the north line of the 1326.17 acre remainder of a 1364.31 acre tract, the south line of said 26.09 acre "Tract 5-A", the south line of a 26.09 acre tract of land conveyed to William B. Mitchell and Mary G. Mitchell by instrument of record in Volume 1692, Page 322 of the Official Public Records of Hays County, Texas, therein described as "Tract 5-B"; and with the line of the Boundary Line Agreement, a distance of 247.82 feet (record - 248.11 feet) to a 13 inch Live Oak tree at a fence post for an angle point in the north line of the remainder of a 1364.31 acre tract and the south line of said 26.09 acre "Tract 5-B";

THENCE along the north line of the 1326.17 acre remainder of a 1364.31 acre tract, the south line of said 26.09 acre "Tract 5-B", and with the line of the Boundary Line Agreement the following six (6) courses:

1. South 64°20'24" East a distance of 73.25 feet (record - South 64°07'22" East a distance of 72.96 feet) to a fence post found for corner;
2. South 59°42'02" East a distance of 101.24 feet (record - South 59°14'45" East a distance of 102.03 feet) to a 13 inch Live Oak tree at a fence post;

3. South 54°29'00" East a distance of 156.96 feet (record - South 53°42'02" East a distance of 156.98 feet) to a fence post found for corner;
4. South 50°38'28" East a distance of 110.55 feet (record - South 50°25'14" East a distance of 110.56 feet) to a 23 inch Live Oak tree at a fence post;
5. South 77°38'44" East a distance of 134.79 feet (record - South 77°15'16" East a distance of 133.89 feet) to a fence post found for corner;
6. South 31°50'06" East a distance of 42.15 feet (record - South 32°00'36" East a distance of 41.96 feet) to a 1/2" iron rebar found for the southeast corner of the 26.09 acre "Tract 5-B" and the southwest corner of a 24.743 acre tract of land conveyed to William B. Mitchell and Mary G. Mitchell by instrument of record in Volume 1692, Page 322 of the Official Public Records of Hays County, Texas, therein described as "Tract 6-A";

THENCE along the north line of the 1326.17 acre remainder of a 1364.31 acre tract, the south line of said 24.743 acre "Tract 6-A", and with the line of the Boundary Line Agreement the following four (4) courses:

1. South 25°02'53" East a distance of 45.82 feet (record - South 23°52'10" East a distance of 46.47 feet) to a fence post found for corner;
2. South 44°37'25" East a distance of 275.09 feet (record - South 44°24'33" East a distance of 274.22 feet) to a 12 inch Live Oak tree at a fence post;
3. South 47°59'02" East a distance of 128.82 feet (record - South 47°10'37" East a distance of 129.23 feet) to a fence post found for corner;
4. South 63°18'11" East a distance of 142.27 feet (record - South 63°03'46" East a distance of 142.40 feet) to a fence post found for corner;

THENCE South 67°03'37" East (record - South 66°33'39" East), along the north line of the 1326.17 acre remainder of a 1364.31 acre tract, the south line of said 24.743 acre "Tract 6-A", the south line of a 24.743 acre tract of land conveyed to William B. Mitchell and Mary G. Mitchell by instrument of record in Volume 1692, Page 322 of the Official Public Records of Hays County, Texas, therein described as "Tract 6-B"; and with the line of the Boundary Line Agreement, a distance of 707.15 feet (record - 707.42 feet) to a 60d nail found in a fence post for the northeast corner of the remainder of a 1364.31 acre tract, the southeast corner of the 24.743 acre "Tract 6-B", and being in the west line of a 323.554 acre tract of land conveyed to William B. Mitchell and Mary G. Mitchell by instrument of record in Volume 1514, Page 326 of the Official Public Records of Hays County, Texas,

THENCE South 30°09'38" West (record - South 30°37'25" West), along the easterly line of the 1326.17 acre remainder of a 1364.31 acre tract, the west line of said 323.544 acre tract, and with the line of the Boundary Line Agreement, a distance of 446.82 feet (record - 446.87 feet) to a 1/2" iron rebar found with plastic cap for the eastern terminus of the Boundary Line Agreement;

THENCE South 29°26'30" West (record - South 29°55'29" West) along the easterly line of the 1326.17 acre remainder of a 1364.31 acre tract and the west line of the 323.544 acre tract a distance of 376.65 feet to a calculated point from which a cotton spindle found for an angle point in the

easterly line of the 1326.17 acre remainder of a 1364.31 acre tract, and the west line of the 323.544 acre tract bears South 29°26'30" West (record - South 29°55'29" West) a distance of 214.87 feet;

THENCE crossing through the 1326.17 acre remainder of a 1364.31 acre tract, the following twenty (20) courses:

1. North 60°12'00" West a distance of 285.00 feet to a calculated point;
2. North 76°10'25" West a distance of 433.91 feet to a calculated point;
3. North 78°33'39" West a distance of 386.79 feet to a calculated point;
4. South 70°28'22" West a distance of 176.92 feet to a calculated point;
5. South 68°53'59" West a distance of 557.32 feet to a calculated point;
6. South 61°42'57" West a distance of 426.91 feet to a calculated point;
7. South 76°14'43" West a distance of 211.04 feet to a calculated point;
8. South 71°31'27" West a distance of 121.87 feet to a calculated point;
9. South 66°43'14" West a distance of 178.67 feet to a calculated point;
10. South 64°56'19" West a distance of 118.77 feet to a calculated point;
11. South 13°49'53" West a distance of 717.14 feet to a calculated point;
12. South 58°50'23" West a distance of 696.30 feet to a calculated point;
13. South 48°58'49" West a distance of 186.19 feet to a calculated point;
14. South 40°18'36" West a distance of 73.06 feet to a calculated point;
15. South 32°20'36" West a distance of 766.59 feet to a calculated point;
16. South 23°43'54" East a distance of 472.51 feet to a calculated point;
17. South 37°03'55" East a distance of 409.06 feet to a calculated point;
18. South 60°52'22" East a distance of 562.42 feet to a calculated point;
19. South 15°43'57" East a distance of 787.28 feet to a calculated point;
20. South 59°51'43" West a distance of 1450.22 feet to a calculated point in the westerly line of the 1326.17 acre remainder of a 1364.31 acre tract, and being in the easterly line of a 291 & 1/3 acre tract of land conveyed to Cynosure Corporation by deed of record in Volume 258, Page 123 of the Official Public Records of Hays County, Texas, from which a 60d nail found in a rock mound for an angle point in the westerly line of the 1326.17 acre remainder

of a 1364.31 acre tract, and the easterly line of said 291 & 1/3 acre tract bears South 30°08'17" East (record - South 29°39'40" East) a distance of 411.62 feet;

THENCE North 30°08'17" West (record - North 29°39'40" West) along the westerly line of the 1326.17 acre remainder of a 1364.31 acre tract, and the easterly line of the 291 & 1/3 acre tract a distance of 1756.97 feet to a 3/8" iron rebar found for an angle point in the westerly line of the 1326.17 acre remainder of a 1364.31 acre tract, the northeast corner of the 291 & 1/3 acre tract, and the southeast corner of said 29.78 acre tract;

THENCE North 30°03'28" West (record - North 29°36'26" West), along the westerly line of the 1326.17 acre remainder of a 1364.31 acre tract and the easterly line of the 29.78 acre tract, a distance of 930.84 feet (record - 931.41 feet) to the POINT OF BEGINNING.

This parcel contains 300.00 acres of land, more or less, out of the following four surveys: the Edward Brown Survey No. 136, Abstract No. 44, the Marcus Raper Survey No. 37, Abstract No. 394, the Marcus Raper Survey No. 60, Abstract No. 383, and the W.R. Wood Survey, Abstract No. 567, all in Hays County, Texas.

Description prepared from an on-the-ground survey made during January, 2006.

Bearing Basis: Texas State Plane Coordinate System, South Central Zone, NAD 83/93 HARN.

J. Scott Laswell 6/4/08
J. Scott Laswell Date
Registered Professional Land Surveyor
State of Texas No. 5583



Attachments:Baseline\Projects\Headwaters\Dwg\300 Acre Conservation Tract.dwg
File:Baseline\Projects\Headwaters\Documents\F_Notes\300 ACRE CONSERVATION TRACT.doc

TERMINATION OF LEASE AND ACCESS EASEMENT

Rathgeber Investment Company LTD., as Landlord, and Capital Area Council Inc. - Boy Scouts of America, as Tenant, agree to terminate that certain lease agreement dated March 1, 2014 providing for release of approximately 65.86 acres, more or less, in Hays County Texas, described on Exhibit A attached hereto, and the access easement granted in connection with the lease, effective on the date of this agreement.

Termination agreement dated the ____ day of _____ 2020.

RATHGEBER INVESTMENT COMPANY, LTD.

By: _____
Rathgeber Investment G.P., Inc.,
its General Partner

By: _____
Edward R. Rathgeber, Jr., President

CAPITAL AREA COUNCIL, INC. - BOY SCOUTS OF AMERICA

By: _____
Name: _____
Title: _____

TERMINATION OF LEASE AND ACCESS EASEMENT

Rathgeber Investment Company LTD., as Landlord, and Capital Area Council Inc. - Boy Scouts of America, as Tenant, agree to terminate that certain lease agreement dated March 1, 2014 providing for release of approximately 65.86 acres, more or less, in Hays County Texas, described on Exhibit A attached hereto, and the access easement granted in connection with the lease, effective on the date of this agreement.

Termination agreement dated the ____ day of _____ 2020.

RATHGEBER INVESTMENT COMPANY, LTD.

By: _____
Rathgeber Investment G.P., Inc.,
its General Partner

By: _____
Edward R. Rathgeber, Jr., President

CAPITAL AREA COUNCIL, INC. - BOY SCOUTS OF AMERICA

By: _____
Name: _____
Title: _____



Land Surveyors, Inc.

8333 Cross Park Drive
 Austin, Texas 78754
 Office: 512.374.9722
 Fax: 512.873.9743

METES AND BOUNDS DESCRIPTION

BEING 65.86 ACRES OF LAND OUT OF THE MARCUS RAPER SURVEY NO. 37, ABSTRACT NO. 394 AND THE MARCUS RAPER SURVEY NO. 60, ABSTRACT NO. 383, BOTH IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF A 300.00 ACRE REMAINDER OF A 1364.31 ACRE TRACT OF LAND CONVEYED TO RATHGEBER INVESTMENT COMPANY, LTD, BY INSTRUMENT OF RECORD IN DOCUMENT NO. 04015659 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the north line of said 300.00 acre remainder of a 1364.31 acre tract, the southerly line of a 40.19 acre tract of land conveyed to Virginia Taylor Buckley by instrument of record in Document No. 9921334 of the Official Public Records of Hays County, Texas, and being in the line of a Boundary Line Agreement between E.E. Townes Trust No. 2 and Vincent Taylor, et. ux, of record in Volume 485, Page 183 of the Real Property Records of Hays County, Texas, from which a 1/2" iron rebar found for an angle point in the north line of said 300.00 acre remainder of a 1364.31 acre tract, the southerly line of said 40.19 acre tract, and the line of said Boundary Line Agreement, bears South 85°12'10" West (record - South 85°40'23" West) a distance of 489.97 feet [Point of Beginning Coordinates: Northing=13,995,331.71; Easting=2,267,016.28];

THENCE North 85°12'10" East (record - North 85°40'23" East), along the north line of the 300.00 acre remainder of a 1364.31 acre tract, the southerly line of the 40.19 acre tract, and with the line of the Boundary Line Agreement, a distance of 198.52 feet to a 1/2" iron rebar found for the southeast corner of the 40.19 acre tract and the southwest corner of a 26.09 acre tract of land conveyed to William B. Mitchell and Mary G. Mitchell by instrument of record in Volume 1692, Page 322 of the Official Public Records of Hays County, Texas, therein described as "Tract 5-A";

THENCE along the north line of the 300.00 acre remainder of a 1364.31 acre tract, the south line of said 26.09 acre "Tract 5-A", and with the line of the Boundary Line Agreement the following eight (8) courses:

1. North 49°37'48" East a distance of 76.94 feet (record - North 50°04'03" East a distance of 76.94 feet) to a calculated point;
2. North 78°16'50" East a distance of 65.19 feet (record - North 78°43'49" East a distance of 65.26 feet) to a calculated point;
3. North 69°27'49" East a distance of 68.59 feet (record - North 69°57'08" East a distance of 68.57 feet) to a 5/8" iron rebar found;

4. South 69°09'54" East a distance of 107.08 feet (record - South 68°39'38" East a distance of 106.96 feet) to a 1/2" iron rebar found;
5. North 82°00'08" East a distance of 22.08 feet (record - North 82°30'24" East a distance of 22.08 feet) to a calculated point;
6. North 88°08'24" East a distance of 38.20 feet (record - North 89°21'51" East a distance of 37.80 feet) to a fence post found for corner;
7. South 84°59'10" East a distance of 41.12 feet (record - South 85°16'32" East a distance of 41.46 feet) to a calculated point;
8. South 77°07'43" East a distance of 186.40 feet (record - South 76°37'27" East a distance of 186.40 feet) to a calculated point;

THENCE South 71°53'47" East (record - South 71°26'15" East), along the north line of the 300.00 acre remainder of a 1364.31 acre tract, the south line of said 26.09 acre "Tract 5-A", the south line of a 26.09 acre tract of land conveyed to William B. Mitchell and Mary G. Mitchell by instrument of record in Volume 1692, Page 322 of the Official Public Records of Hays County, Texas, therein described as "Tract 5-B"; and with the line of the Boundary Line Agreement, a distance of 247.82 feet (record - 248.11 feet) to a 13 inch Live Oak tree at a fence post for an angle point in the north line of the remainder of a 1364.31 acre tract and the south line of said 26.09 acre "Tract 5-B";

THENCE along the north line of the 300.00 acre remainder of a 1364.31 acre tract, the south line of said 26.09 acre "Tract 5-B", and with the line of the Boundary Line Agreement the following six (6) courses:

1. South 64°20'24" East a distance of 73.25 feet (record - South 64°07'22" East a distance of 72.96 feet) to a fence post found for corner;
2. South 59°42'02" East a distance of 101.24 feet (record - South 59°14'45" East a distance of 102.03 feet) to a 13 inch Live Oak tree at a fence post;
3. South 54°29'00" East a distance of 156.96 feet (record - South 53°42'02" East a distance of 156.98 feet) to a fence post found for corner;
4. South 50°38'28" East a distance of 110.55 feet (record - South 50°25'14" East a distance of 110.56 feet) to a 23 inch Live Oak tree at a fence post;
5. South 77°38'44" East a distance of 134.79 feet (record - South 77°15'16" East a distance of 133.89 feet) to a fence post found for corner;
6. South 31°50'06" East a distance of 42.15 feet (record - South 32°00'36" East a distance of 41.96 feet) to a 1/2" iron rebar found for the southeast corner of the 26.09 acre "Tract 5-B" and the southwest corner of a 24.743 acre tract of land conveyed to William B. Mitchell and Mary G. Mitchell by instrument of record in Volume 1692, Page 322 of the Official Public Records of Hays County, Texas, therein described as "Tract 6-A";

THENCE along the north line of the 300.00 acre remainder of a 1364.31 acre tract, the south line of said 24.743 acre "Tract 6-A", and with the line of the Boundary Line Agreement the following four (4) courses:

1. South 25°02'53" East a distance of 45.82 feet (record - South 23°52'10" East a distance of 46.47 feet) to a fence post found for corner;
2. South 44°37'25" East a distance of 275.09 feet (record - South 44°24'33" East a distance of 274.22 feet) to a 12 inch Live Oak tree at a fence post;
3. South 47°59'02" East a distance of 128.82 feet (record - South 47°10'37" East a distance of 129.23 feet) to a fence post found for corner;
4. South 63°18'11" East a distance of 142.27 feet (record - South 63°03'46" East a distance of 142.40 feet) to a fence post found for corner;

THENCE South 67°03'37" East (record - South 66°33'39" East), along the north line of the 300.00 acre remainder of a 1364.31 acre tract, the south line of said 24.743 acre "Tract 6-A", the south line of a 24.743 acre tract of land conveyed to William B. Mitchell and Mary G. Mitchell by instrument of record in Volume 1692, Page 322 of the Official Public Records of Hays County, Texas, therein described as "Tract 6-B"; and with the line of the Boundary Line Agreement, a distance of 707.15 feet (record - 707.42 feet) to a 60d nail found in a fence post for the northeast corner of the remainder of a 300.00 acre tract, the southeast corner of the 24.743 acre "Tract 6-B", and being in the west line of a 323.554 acre tract of land conveyed to William B. Mitchell and Mary G. Mitchell by instrument of record in Volume 1514, Page 326 of the Official Public Records of Hays County, Texas,

THENCE South 30°09'38" West (record - South 30°37'25" West), along the easterly line of the 300.00 acre remainder of a 1364.31 acre tract, the west line of said 323.544 acre tract, and with the line of the Boundary Line Agreement, a distance of 446.82 feet (record - 446.87 feet) to a 1/2" iron rebar found with plastic cap for the eastern terminus of the Boundary Line Agreement;

THENCE South 29°26'30" West (record - South 29°55'29" West) along the easterly line of the 300.00 acre remainder of a 1364.31 acre tract and the west line of the 323.554 acre tract a distance of 376.65 feet to a 1/2" iron rebar set with plastic cap which reads "Baseline INC" for the southeast corner of the 300.00 acre remainder of a 1364.31 acre tract and the northeast corner of a 827.264 acre tract of land conveyed to Austin-Highway 290, LLC by instrument of record in Volume 3940, Page 430, of the Official Public Records of Hays County, Texas, from which a cotton spindle found for an angle point in the easterly line of said 827.264 acre tract and the west line of the 323.554 acre tract bears South 29°26'30" West (record - South 29°55'29" West) a distance of 214.87 feet;

THENCE along the southerly line of the 300.00 acre remainder of a 1364.31 acre tract and the northerly line of the 827.264 acre tract, the following six (6) courses:

1. North 60°12'00" West a distance of 285.00 feet (record - North 60°12'00" West a distance of 285.00 feet) to a 1/2" iron rebar set with plastic cap which reads "Baseline INC";
2. North 76°10'25" West a distance of 433.91 feet (record - North 76°10'25" West a distance of 433.91 feet) to a 1/2" iron rebar set with plastic cap which reads "Baseline INC";

3. North 78°33'39" West a distance of 386.79 feet (North 78°33'39" West a distance of 386.79 feet) to a 1/2" iron rebar set with plastic cap which reads "Baseline INC";
4. South 70°28'22" West a distance of 176.92 feet (record - South 70°28'22" West a distance of 176.92 feet) to a 1/2" iron rebar set with plastic cap which reads "Baseline INC";
5. South 68°53'59" West a distance of 557.32 feet (record - South 68°53'59" West a distance of 557.32 feet) to a 1/2" iron rebar set with plastic cap which reads "Baseline INC";
6. South 61°42'57" West (record - South 61°42'57" West) a distance of 136.72 feet to a calculated point in the centerline of a dirt track, from which a 1/2" iron rebar set with plastic cap which reads "Baseline INC" for an angle point in the southerly line of the 300.00 acre remainder of a 1364.31 acre tract and the northerly line of the 827.264 acre tract, bears South 61°42'57" West (record - South 61°42'57" West) a distance of 290.19 feet;

THENCE crossing through the 300.00 acre remainder of a 1364.31 acre tract and along the centerline of said dirt track the following two (2) courses:

1. North 36°30'37" West a distance of 140.29 feet to a calculated point
2. Along a non-tangential curve to the right, having a radius of 210.03 feet, an arc length of 194.35 feet, a delta angle of 53°00'58", and having a chord which bears North 00°51'53" East a distance of 187.49 feet to a calculated point;

THENCE North 10°25'20" West, departing the centerline of the dirt track and continuing through the 300.00 acre remainder of a 1364.31 acre tract, a distance of 1464.75 feet to the POINT OF BEGINNING.

This parcel contains 65.86 acres of land, more or less, out of the Marcus Raper Survey No. 37, Abstract No. 394 and the Marcus Raper Survey No. 60, Abstract No. 383, both in Hays County, Texas.

Description prepared from an on-the-ground survey made during January, 2014.

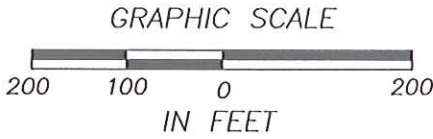
Bearing Basis: Texas State Plane Coordinate System, South Central Zone, NAD 83.

J. Scott Laswell 1/20/14
 J. Scott Laswell Date
 Registered Professional Land Surveyor
 State of Texas No. 5583



Attachments: Baseline\Projects\Headwaters\Dwg\65.86 Acre Boy Scout Tract.dwg
 File: Baseline\Projects\Headwaters\Documents\F_Notes\65.86 Acre Boy Scout Tract.doc

MATCHLINE SHEET 5 SHEET 9



40.19 ACRES
VIRGINIA TAYLOR BUCKLEY
DOC. NO. 9921334
O.P.R.H.C.T.

26.09 ACRES
TRACT 5-A
WILLIAM B. MITCHELL
MARY G. MITCHELL
VOL. 1692, PG. 322
O.P.R.H.C.T.

POINT OF BEGINNING
N: 13,995,331.71
E: 2,267,016.28

S 85°12'10" W 489.97'
(S 85°40'23" W)

BOUNDARY LINE AGREEMENT
BETWEEN E.E. TOWNES TRUST NO. 2
& VINCENT TAYLOR ET UX
VOL. 485, PG. 183
R.P.R.H.C.T.

300.00 ACRES
REMAINDER OF
1364.31 ACRES
RATHGEBER INVESTMENT COMPANY, LTD.
DOC. NO. 04015659
O.P.R.H.C.T.

N 10°25'20" W 1464.75'

65.86 ACRES
300.00 ACRE REMAINDER OF
1364.31 ACRES
RATHGEBER INVESTMENT COMPANY, LTD.
DOC. NO. 04015659
O.P.R.H.C.T.

MARCUS RAPER SURVEY NO. 37
ABSTRACT NO. 394

MATCHLINE SHEET 5
SHEET 9

MATCHLINE SHEET 5
SHEET 8

(248.11')
(S71°26'15"E) 247.82'
S71°53'47"E
13" LVO
FENCE POST

SKETCH TO ACCOMPANY FIELD NOTES OF 65.86 ACRES OF LAND OUT OF THE MARCUS RAPER SURVEY NO. 37, ABSTRACT NO. 394, AND THE MARCUS RAPER SURVEY NO. 60, ABSTRACT 383, BOTH IN HAYS COUNTY, TEXAS AND BEING A PORTION OF A 300.00 ACRE REMAINDER OF A 1364.31 ACRE TRACT OF LAND CONVEYED TO RATHGEBER INVESTMENT COMPANY, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 04015659, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BASELINE LAND SURVEYORS, INC.

PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE
AUSTIN, TEXAS 78754
OFFICE: 512.374.9722 FAX: 512.873.9743
scott-baseline@austin.rr.com

File: [Projects][Headwaters][Dwg]65.86 Acre Boy Scout Tract Tract.dwg	
Job No.	Snapshot:
Scale (Hor.): 1"=200'	Scale (Vert.): 1"=10'
Date: 01/20/2014	Checked By: RLW Drawn By: JSL

Item # 13.



NORTH

GRAPHIC SCALE



MATCHLINE SHEET 5 SHEET 6

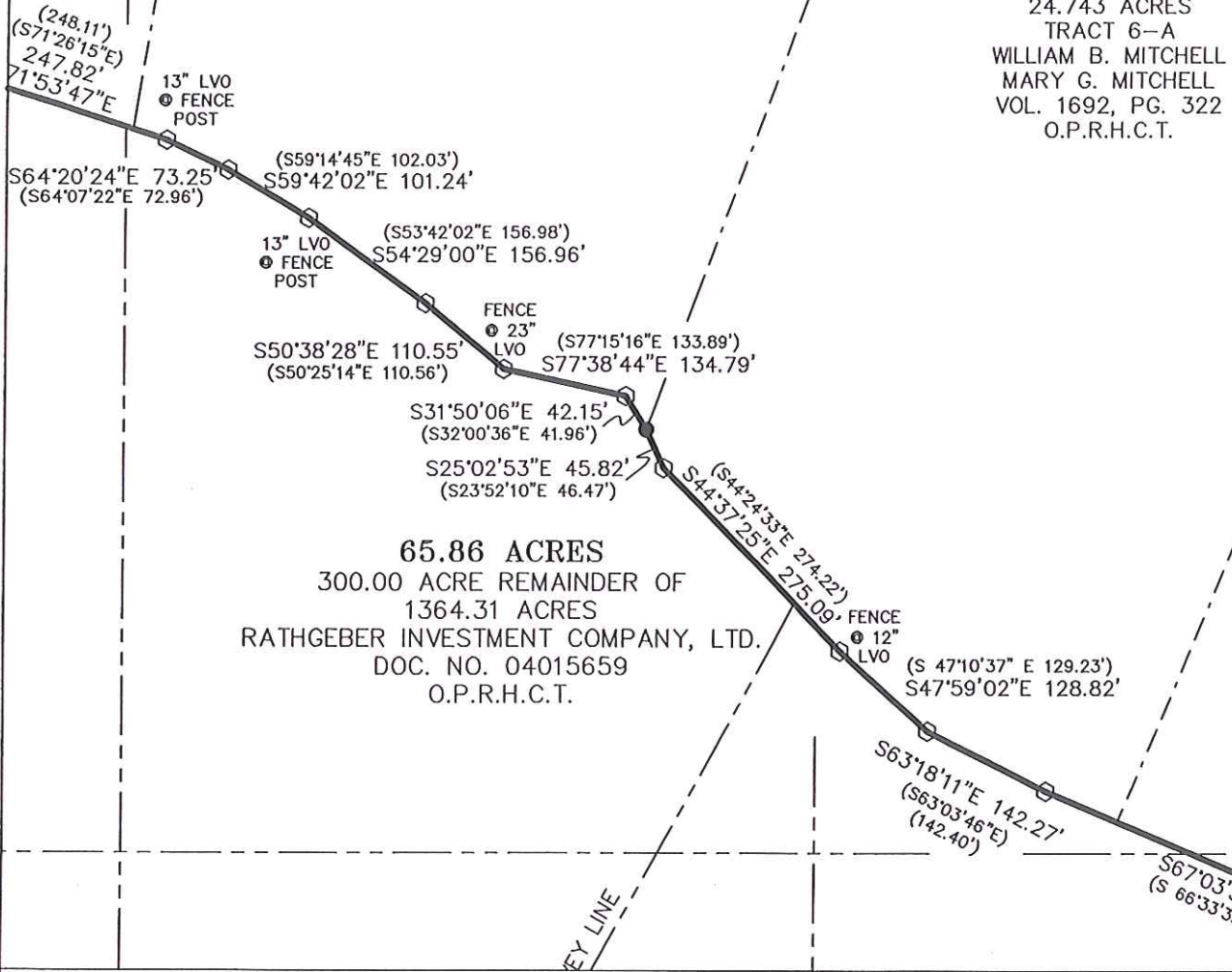
26.09 ACRES
TRACT 5-B
WILLIAM B. MITCHELL
MARY G. MITCHELL
VOL. 1692, PG. 322
O.P.R.H.C.T.

24.743 ACRES
TRACT 6-A
WILLIAM B. MITCHELL
MARY G. MITCHELL
VOL. 1692, PG. 322
O.P.R.H.C.T.

24.743 ACRES
TRACT 6-B
WILLIAM B. MITCHELL
MARY G. MITCHELL
VOL. 1692, PG. 322
O.P.R.H.C.T.

65.86 ACRES
300.00 ACRE REMAINDER OF
1364.31 ACRES
RATHGEBER INVESTMENT COMPANY, LTD.
DOC. NO. 04015659
O.P.R.H.C.T.

MATCHLINE SHEET 6 SHEET 7



SKETCH TO ACCOMPANY FIELD NOTES OF 65.86 ACRES OF LAND OUT OF THE MARCUS RAPER SURVEY NO. 37, ABSTRACT NO. 394, AND THE MARCUS RAPER SURVEY NO. 60, ABSTRACT 383, BOTH IN HAYS COUNTY, TEXAS AND BEING A PORTION OF A 300.00 ACRE REMAINDER OF A 1364.31 ACRE TRACT OF LAND CONVEYED TO RATHGEBER INVESTMENT COMPANY, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 04015659, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

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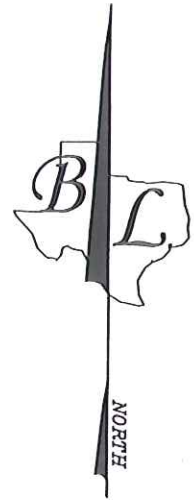
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Scale (Hor.): 1"=200'	Scale (Vert.): 1"=10'
Date: 01/20/2014	Checked By:RLW Drawn By:JSL

SH 422
06

MATCHLINE
SHEET 6
SHEET 7

24.743 ACRES
TRACT 6-B
WILLIAM B. MITCHELL
MARY G. MITCHELL
VOL. 1692, PG. 322
O.P.R.H.C.T.

65.86 ACRES
300.00 ACRE REMAINDER OF
1364.31 ACRES
RATHGEBER INVESTMENT COMPANY, LTD.
DOC. NO. 04015659
O.P.R.H.C.T.



GRAPHIC SCALE



EASTERLY TERMINUS
BOUNDARY LINE AGREEMENT
BETWEEN E.E. TOWNES TRUST NO. 2
& VINCENT TAYLOR ET UX
VOL. 485, PG. 183
R.P.R.H.C.T.

MARCUS RAPER SURVEY
NO. 60, ABSTRACT NO. 383

323.554 ACRES
WILLIAM B. MITCHELL
MARY G. MITCHELL
VOL. 1514, PG. 326
O.P.R.H.C.T.

LEGEND

- 1/2" IRON REBAR FOUND
- ▲ 60D NAIL FOUND
- 1/2" IRON REBAR SET WITH PLASTIC CAP WHICH READS "BASELINE INC."
- ⊙ COTTON SPINDLE FOUND
- △ CALCULATED POINT
- ⬡ FENCE POST FOUND FOR CORNER
- R.O.W. RIGHT-OF-WAY
- () RECORD INFO. PER DOC. 04015659, O.P.R.H.C.T.
- (P.R.H.C.T.) PLAT RECORDS OF HAYS COUNTY, TEXAS
- (R.P.R.H.C.T.) REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS
- (O.P.R.H.C.T.) OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS

SKETCH TO ACCOMPANY FIELD NOTES OF 65.86 ACRES OF LAND OUT OF THE MARCUS RAPER SURVEY NO. 37, ABSTRACT NO. 394, AND THE MARCUS RAPER SURVEY NO. 60, ABSTRACT 383, BOTH IN HAYS COUNTY, TEXAS AND BEING A PORTION OF A 300.00 ACRE REMAINDER OF A 1364.31 ACRE TRACT OF LAND CONVEYED TO RATHGEBER INVESTMENT COMPANY, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 04015659, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

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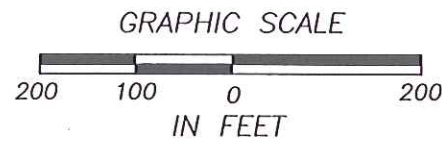
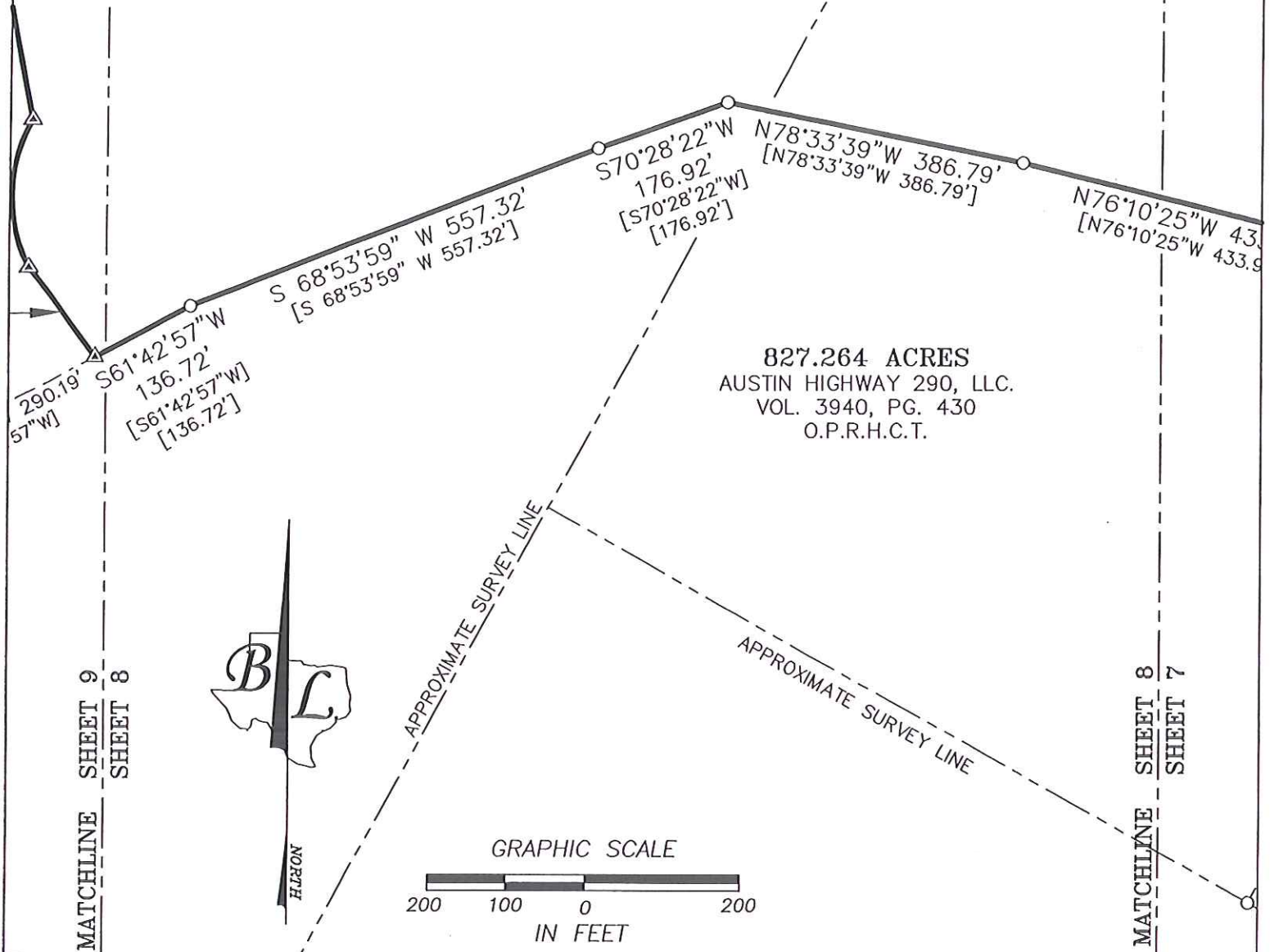
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Job No.	Snapshot:
Scale (Hor.): 1"=200'	Scale (Vert.): 1"=10'
Date: 01/20/2014	Checked By:RLW Drawn By:JSL

Item # 13.

MATCHLINE
SHEET 5
SHEET 8

65.86 ACRES
300.00 ACRE REMAINDER OF
1364.31 ACRES
RATHGEBER INVESTMENT COMPANY, LTD.
DOC. NO. 04015659
O.P.R.H.C.T.

827.264 ACRES
AUSTIN HIGHWAY 290, LLC.
VOL. 3940, PG. 430
O.P.R.H.C.T.

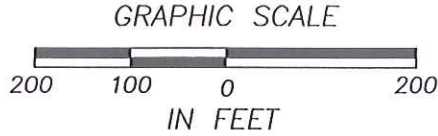


SKETCH TO ACCOMPANY FIELD NOTES OF 65.86 ACRES OF LAND OUT OF THE MARCUS RAPER SURVEY NO. 37, ABSTRACT NO. 394, AND THE MARCUS RAPER SURVEY NO. 60, ABSTRACT 383, BOTH IN HAYS COUNTY, TEXAS AND BEING A PORTION OF A 300.00 ACRE REMAINDER OF A 1364.31 ACRE TRACT OF LAND CONVEYED TO RATHGEBER INVESTMENT COMPANY, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 04015659, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

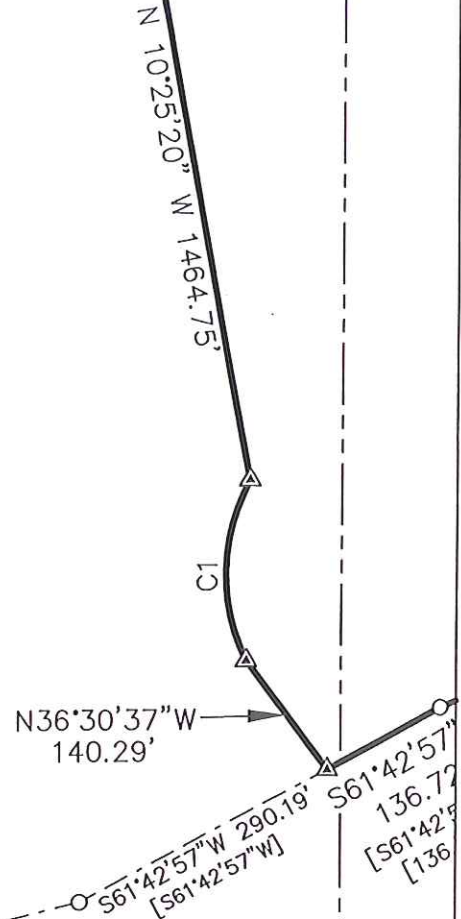
BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE
AUSTIN, TEXAS 78754
OFFICE: 512.374.9722 FAX: 512.873.9743
scott-baseline@austin.rr.com

File: Projects Headwaters Dwg 65.86 Acre Boy Scout Tract.dwg		SH 08	424
Job No.	Snapshot:		
Scale (Hor.): 1"=200'	Scale (Vert.): 1"=10'		
Date: 01/20/2014	Checked By: RLW Drawn By: JSL		

MATCHLINE SHEET 5
SHEET 9



300.00 ACRES
REMAINDER OF
1364.31 ACRES
RATHGEBER INVESTMENT COMPANY, LTD.
DOC. NO. 04015659
O.P.R.H.C.T.



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	210.03	194.35	53°00'58"	N 00°51'53" E	187.49

S. Scott Laswell
11/20/14



827.264 ACRES
AUSTIN HIGHWAY 290, LLC.
VOL. 3940, PG. 430
O.P.R.H.C.T.

MATCHLINE SHEET 9
SHEET 8

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.

SKETCH TO ACCOMPANY FIELD NOTES OF 65.86 ACRES OF LAND OUT OF THE MARCUS RAPER SURVEY NO. 37, ABSTRACT NO. 394, AND THE MARCUS RAPER SURVEY NO. 60, ABSTRACT 383, BOTH IN HAYS COUNTY, TEXAS AND BEING A PORTION OF A 300.00 ACRE REMAINDER OF A 1364.31 ACRE TRACT OF LAND CONVEYED TO RATHGEBER INVESTMENT COMPANY, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 04015659, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BASELINE LAND SURVEYORS, INC.

PROFESSIONAL LAND SURVEYING SERVICES

8333 CROSS PARK DRIVE

AUSTIN, TEXAS 78754

OFFICE: 512.374.9722 FAX: 512.873.9743

scott-baseline@austin.rr.com

File: |Projects|Headwaters|Dwg|65.86 Acre Boy Scout Tract.dwg

Job No. Snapshot:

Scale (Hor.): 1"=200' Scale (Vert.): 1"=10'

Date: 01/20/2014 Checked By:RLW Drawn By:JSL

THE STATE OF TEXAS	§	
	§	
CITY OF DRIPPING SPRINGS	§	KNOW ALL BY THESE PRESENT:
	§	
COUNTY OF HAYS	§	

**MAINTENANCE AND USE AGREEMENT
Rathgeber Natural Resource Park**

THIS MAINTENANCE AND USE AGREEMENT (the “Agreement”) is entered into by and between the City of Dripping Springs, Hays County, Texas, (the “City”), a general law municipality organized and operating under the general laws of the state of Texas, and Boy Scouts of America Capital Area Council. (“BSACAC”), a Texas non-profit corporation.

I. RECITALS

- A.** BSACAC is a registered Texas non-profit corporation in good standing whose purpose is to provide to the youth of Dripping Springs and the surrounding area camping programs that encourage a healthy lifestyle, teamwork, leadership, sportsmanship and volunteerism.
- B.** BSACAC now desires to enter into a long-term use agreement with the City of Dripping Springs that allows BSACAC to use and improve the Camping Grounds within Rathgeber Natural Resource Park (“Park”) for its camping programs as provided below.
- C.** BSACAC also desires to enter into a long-term maintenance and use agreement with the City of Dripping Springs that allows BSACAC to maintain, use, and improve the camping ground within Rathgeber Natural Resource Park.
- D.** The City desires to aid BSACAC and, accordingly, agrees to allow BSACAC to maintain and use a portion of the Park for its youth camping programs as provided below.

II. AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants described herein, the parties hereto agree as follows:

- A.** The City does hereby grant BSACAC “first priority” to use land designated for primitive youth camping in the Park (“Camping Grounds”), and more fully described in Exhibit “A”, attached hereto. “First Priority” describes BSACAC’s right to reserve the Park for BSACAC use *after*

the City has reserved the Park for City use and *before* members of the general public reserve the Park for public use.

- B.** The City does hereby grant BSACAC “first priority” to use the Park in accordance with the following:
1. No buildings are contemplated to be built or placed by BSACAC under this Agreement.
 2. The use of the Park shall be for BSACAC-sponsored events, including but not limited to, camping, meetings, trainings, workshops, and related activities. All said activities, events, etc., shall be scheduled around any regularly City scheduled activities and uses of the Park.
 3. BSACAC will have exclusive use of the Camping Grounds two weekends a year, primarily occurring in the fall and in the spring at no cost and which shall be scheduled as provided in B(6).
 4. BSACAC is entitled to have exclusive use of the Camping Grounds and shared use of the rest of the park one week during the summer months to host a youth day camp program at no cost to the organization and which shall be scheduled as provided in B(6) .
 5. BSACAC shall contribute to the upkeep and care of the Camping Grounds by hosting a BSACAC volunteer workday each year that will maintain and preserve the Camping Grounds and any trails leading to the Camping Grounds.
 6. BSACAC shall submit dates for use to the City one year in advance to allow City staff time for proper coordination as well as public notification for its two weekends a year and youth day camp listed in B(3) and B(4). All other requests for use of the Park and/or Camping Grounds shall be done in accordance with park procedures.
 7. Until proportionate amenities have been developed to accommodate increased parking at trail access points, BSACAC will have to secure off-site parking during its events. Overnight events shall not exceed 50 participants including youth and adults. Day time use by all visitors shall be regulated by park rules based on City environmental impact studies and the Master Park Plan.
 8. Additional events and camps can be agreed to in writing by the Parties as appropriate. For the City, the City Administrator shall be able to approve additional camps and events in consultation with the Parks and Community Services Director. Additional events and camps may incur a cost subject to the City’s fee schedule or through other written agreement.
 9. Parking at trailheads will be limited to available and designated spots. Parking along Headwaters Community streets is not permitted for attendees of Boy Scout events or programs. The Community will reserve the right to have violators towed at the owner’s expense.

10. Access to designated camping area is by foot. Requests for special authorization of gear transport vehicles may be submitted to the City Administrator or the Administrator's designee and permission shall not be unreasonably withheld. No parking, other than for loading and unloading, shall be allowed at the camping grounds and only existing roads shall be used for access to the camping grounds. If existing roads are insufficient to provide two access points for loading and unloading and emergency access for the Camping Grounds, the City shall construct an additional road sufficient to provide the additional access.

C. As consideration for the granting of the use of the Park, BSACAC agree:

1. Definition. "Camping Grounds" means that portion of the Rathgeber Natural Resource Park consisting of the Camping Grounds as shown in the conceptual map attached and made a part hereof as Exhibit "A". This property is designated for use by BSACAC but may be changed by mutual agreement of the City and the BSACAC after completion of the Master Park Plan and based on the property's suitability as camping grounds for the BSACAC. Any change to designated camping grounds will be made in writing. BSACAC and the City will designate temporary camping grounds within the park while the park is being improved. However, said camping grounds will be closed for use when being constructed. Access to the temporarily designated "camping grounds" will be gained by existing, roughed in service ranch road and social single track. New trails shall not be built or established by the Boy Scouts. Such improvements must be completed solely by the city or assigned contractors due associated liability and required trail standards.
2. The BSACAC will terminate any other right to use the real property, including any lease, at the Rathgeber Park. This Agreement will not go into effect until the lease is terminated and notice of such is provided to the City.

The BSACAC shall be responsible for litter control at the Camping Grounds during its use and during its annual volunteer day and at other times specified in this Agreement. This task entails picking up litter off the grounds and around the Camping Grounds. Time allotted toward litter control must be a minimum of four (4) hours per month. Trash cans shall be provided at the Park by the parties. The City shall provide trash cans throughout the park, but the BSACAC shall provide adequate additional trash cans if an event held by the BSACAC so requires. Litter must be disposed of in dumpsters provided by the City or hauled off site if none are available.

3. The BSACAC will be responsible for emptying the trash cans near the Camping Grounds after each use of the Park. The City will be responsible for emptying the rest of the trash cans in the Park and at the Camping Grounds when not in use by the BSACAC.
4. The BSACAC will ensure the City has access to the Park and Camping Grounds at all times, and as needed. The City will make every attempt to accommodate the BSACAC schedule as provided to the City. The Camping Grounds may be unavailable if construction or hazardous conditions at the Park so requires. The City will provide the BSACAC with at least sixty (60) days' notice prior to closing a section including the Camping Grounds

due to construction. The City will assist the BSACAC in rescheduling or relocating its event should any closure occur.

5. Campfires (if-permitted in the Master Park Plan and established Park Use Rules and Policies) must be limited to a single designated fire ring, never be left unattended, and adhere to Hays County Fire ban policies and status at all times.
 6. Leave No Trace principles must be followed as a minimum standard in Rathgeber Natural Resource Park.
 7. BSACAC must purchase and maintain its own liability insurance, naming the City as an additional named insured.
 8. Parking at trailheads will be limited to available and designated spots. Parking along Headwaters Community streets is not permitted for attendees of Boy Scout events or programs. The Community will reserve the right to have violators towed at the owner's expense.
 9. Access to designated camping area is by foot, except for transport of equipment and gear and for emergency access which shall use access roads designated for such use. Requests for special authorization of gear transport vehicles may be submitted to the City Administrator or their designee. Approval of use of gear transport vehicles shall not be unreasonably withheld.
- D.** As additional consideration for the granting of the use of the Park, BSACAC agrees, under its financial responsibility, to perform the following:
1. Improve and maintain the Camping Grounds in substantial accordance with the plans and specifications as approved by the City and outlined below and in Exhibit "A" attached hereto.
 2. Maintain safe and reliable equipment related to the Camping Grounds. Those that are not permanent improvements will be stored in a secure place when not in regular use.
- E.** It is understood and agreed between the parties that:
1. The City currently carries and agrees to maintain Liability and Property insurance for the entire Rathgeber Park and requires all parties to maintain Liability and Property insurance for their events.
 2. The City assumes no responsibility for any property placed by BSACAC or any BSACAC member, agent, or guest, on any Park, and the City is hereby expressly released and discharged from any and all liability for any loss, injury, or damage to persons or property that may be sustained by reason of the occupancy of said buildings under this Agreement.

3. BSACAC accepts the premises as-is. BSACAC may change the layout and type of Camping Grounds only after obtaining written approval from the City for the proposed changes.
4. BSACAC will cooperate with the City to comply with all applicable laws (federal, state and local), including ordinances of the City of Dripping Springs. BSACAC agrees to abide by and conform with current rules and regulations adopted or prescribed by the City for the government and management of the Park.
5. BSACAC covenants and agrees to indemnify and hold harmless the City, its agents, servants, and employers, from and against any and all claims for damages or injuries to persons or property arising out of or incident to their use of, or the use and occupancy of, the Park by BSACAC, and BSACAC does hereby assume all liability and responsibility for injuries, claims or suits for damages to persons or property whatsoever kind or character, whether real or asserted, occurring during the term of this Agreement in connection with the use or occupancy of the Park by BSACAC or its agents, servants, employees, contractors or subcontractors, members, guests or invitees. BSACAC covenants and agrees not to damage or negatively impact any area of the park with its activities. Any damage or negative impact to any area of the park shall be remedied by BSACAC as soon as notice is provided to BSACAC by the City.
6. BSACAC shall not assign this Agreement, or any rights, obligations or entitlements created under this Agreement.
7. This Agreement embodies the entire agreement between the parties and may not be modified unless in writing, executed by all parties.
8. Either party may terminate this Agreement without cause upon the terminating party giving the non-terminating party ninety (90) days written notice. The City shall not terminate this Agreement as it pertains to Rathgeber Park to reassign the use rights to any other entity during the first five (5) years after the effective date of this Agreement absent breach by the BSACAC.
9. Non-performance: This Agreement will automatically terminate if BSACAC fails to adequately respond and remedy any complaints or concerns from the City within thirty (30) days of a written request by the City. An extension may be granted by the City Administrator for an additional sixty (60) days upon request of BSACAC.
10. All notices in connection with this Agreement shall be in writing and shall be considered given as follows:
 - a. When delivered personally to the recipient's address as stated in this Agreement; or
 - b. Five (5) days after being sent by certified mail in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to CITY:
City of Dripping Springs
Attention: City Administrator
511 Mercer Street/PO Box 384
Dripping Springs, TX 78620

Notice to BSACAC:
Boy Scouts of America Capital Area Council
Attn: President
PO Box 637
Dripping Springs, TX 78620

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of CITY and BSACAC.

- 11. This Agreement shall be for a period of twenty (20) years beginning when both of the following occur: (1) when the City gains ownership of the Park; and (2) when an emergency access road connecting the Camping Grounds with a public street is available for use by BSACAC. The Parties shall exchange a written memorandum establishing the beginning date at the time the term commences.
- 12. This Agreement shall be effective upon final signing by both parties.
- 13. This Agreement may be extended for an additional twenty (20) years BSACAC giving written notice to the City at least six (6) months prior to the initial expiration of the initial twenty (20) year term. The Agreement will only be extended if the BSACAC is actively using the park as detailed in this Agreement.

IN WITNESS WHEREOF, CITY and BSACAC have executed this Agreement on the dates indicated.

CITY OF DRIPPING SPRINGS:

BOY SCOUTS OF AMERICA CAPITAL AREA COUNCIL:

Bill Foulds, Jr., Mayor

President

Date Signed

Date Signed

ATTEST:

ATTEST:

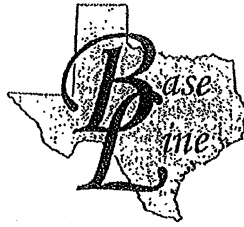
Andrea Cunningham, City Secretary

Signature

Printed Name

Exhibit “A”

Proposed Designated Camping Grounds in Rathgeber Natural Resource Park



Land Surveyors, Inc.

*8333 Cross Park Drive
Austin, Texas 78754
Office: 512.374.9722
Fax: 512.873.9743*

METES AND BOUNDS DESCRIPTION

BEING 65.86 ACRES OF LAND OUT OF THE MARCUS RAPER SURVEY NO. 37, ABSTRACT NO. 394 AND THE MARCUS RAPER SURVEY NO. 60, ABSTRACT NO. 383, BOTH IN HAYS COUNTY, TEXAS, AND BEING A PORTION OF A 300.00 ACRE REMAINDER OF A 1364.31 ACRE TRACT OF LAND CONVEYED TO RATHGEBBER INVESTMENT COMPANY, LTD, BY INSTRUMENT OF RECORD IN DOCUMENT NO. 04015659 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the north line of said 300.00 acre remainder of a 1364.31 acre tract, the southerly line of a 40.19 acre tract of land conveyed to Virginia Taylor Buckley by instrument of record in Document No. 9921334 of the Official Public Records of Hays County, Texas, and being in the line of a Boundary Line Agreement between E.E. Townes Trust No. 2 and Vincent Taylor, et. ux, of record in Volume 485, Page 183 of the Real Property Records of Hays County, Texas, from which a 1/2" iron rebar found for an angle point in the north line of said 300.00 acre remainder of a 1364.31 acre tract, the southerly line of said 40.19 acre tract, and the line of said Boundary Line Agreement, bears South 85°12'10" West (record - South 85°40'23" West) a distance of 489.97 feet [Point of Beginning Coordinates: Northing=13,995,331.71; Easting=2,267,016.28];

THENCE North 85°12'10" East (record - North 85°40'23" East), along the north line of the 300.00 acre remainder of a 1364.31 acre tract, the southerly line of the 40.19 acre tract, and with the line of the Boundary Line Agreement, a distance of 198.52 feet to a 1/2" iron rebar found for the southeast corner of the 40.19 acre tract and the southwest corner of a 26.09 acre tract of land conveyed to William B. Mitchell and Mary G. Mitchell by instrument of record in Volume 1692, Page 322 of the Official Public Records of Hays County, Texas, therein described as "Tract 5-A";

THENCE along the north line of the 300.00 acre remainder of a 1364.31 acre tract, the south line of said 26.09 acre "Tract 5-A", and with the line of the Boundary Line Agreement the following eight (8) courses:

1. North 49°37'48" East a distance of 76.94 feet (record - North 50°04'03" East a distance of 76.94 feet) to a calculated point;
2. North 78°16'50" East a distance of 65.19 feet (record - North 78°43'49" East a distance of 65.26 feet) to a calculated point;
3. North 69°27'49" East a distance of 68.59 feet (record - North 69°57'08" East a distance of 68.57 feet) to a 5/8" iron rebar found;

4. South 69°09'54" East a distance of 107.08 feet (record - South 68°39'38" East a distance of 106.96 feet) to a 1/2" iron rebar found;
5. North 82°00'08" East a distance of 22.08 feet (record - North 82°30'24" East a distance of 22.08 feet) to a calculated point;
6. North 88°08'24" East a distance of 38.20 feet (record - North 89°21'51" East a distance of 37.80 feet) to a fence post found for corner;
7. South 84°59'10" East a distance of 41.12 feet (record - South 85°16'32" East a distance of 41.46 feet) to a calculated point;
8. South 77°07'43" East a distance of 186.40 feet (record - South 76°37'27" East a distance of 186.40 feet) to a calculated point;

THENCE South 71°53'47" East (record - South 71°26'15" East), along the north line of the 300.00 acre remainder of a 1364.31 acre tract, the south line of said 26.09 acre "Tract 5-A", the south line of a 26.09 acre tract of land conveyed to William B. Mitchell and Mary G. Mitchell by instrument of record in Volume 1692, Page 322 of the Official Public Records of Hays County, Texas, therein described as "Tract 5-B"; and with the line of the Boundary Line Agreement, a distance of 247.82 feet (record - 248.11 feet) to a 13 inch Live Oak tree at a fence post for an angle point in the north line of the remainder of a 1364.31 acre tract and the south line of said 26.09 acre "Tract 5-B";

THENCE along the north line of the 300.00 acre remainder of a 1364.31 acre tract, the south line of said 26.09 acre "Tract 5-B", and with the line of the Boundary Line Agreement the following six (6) courses:

1. South 64°20'24" East a distance of 73.25 feet (record - South 64°07'22" East a distance of 72.96 feet) to a fence post found for corner;
2. South 59°42'02" East a distance of 101.24 feet (record - South 59°14'45" East a distance of 102.03 feet) to a 13 inch Live Oak tree at a fence post;
3. South 54°29'00" East a distance of 156.96 feet (record - South 53°42'02" East a distance of 156.98 feet) to a fence post found for corner;
4. South 50°38'28" East a distance of 110.55 feet (record - South 50°25'14" East a distance of 110.56 feet) to a 23 inch Live Oak tree at a fence post;
5. South 77°38'44" East a distance of 134.79 feet (record - South 77°15'16" East a distance of 133.89 feet) to a fence post found for corner;
6. South 31°50'06" East a distance of 42.15 feet (record - South 32°00'36" East a distance of 41.96 feet) to a 1/2" iron rebar found for the southeast corner of the 26.09 acre "Tract 5-B" and the southwest corner of a 24.743 acre tract of land conveyed to William B. Mitchell and Mary G. Mitchell by instrument of record in Volume 1692, Page 322 of the Official Public Records of Hays County, Texas, therein described as "Tract 6-A";

THENCE along the north line of the 300.00 acre remainder of a 1364.31 acre tract, the south line of said 24.743 acre "Tract 6-A", and with the line of the Boundary Line Agreement the following four (4) courses:

1. South 25°02'53" East a distance of 45.82 feet (record - South 23°52'10" East a distance of 46.47 feet) to a fence post found for corner;
2. South 44°37'25" East a distance of 275.09 feet (record - South 44°24'33" East a distance of 274.22 feet) to a 12 inch Live Oak tree at a fence post;
3. South 47°59'02" East a distance of 128.82 feet (record - South 47°10'37" East a distance of 129.23 feet) to a fence post found for corner;
4. South 63°18'11" East a distance of 142.27 feet (record - South 63°03'46" East a distance of 142.40 feet) to a fence post found for corner;

THENCE South 67°03'37" East (record - South 66°33'39" East), along the north line of the 300.00 acre remainder of a 1364.31 acre tract, the south line of said 24.743 acre "Tract 6-A", the south line of a 24.743 acre tract of land conveyed to William B. Mitchell and Mary G. Mitchell by instrument of record in Volume 1692, Page 322 of the Official Public Records of Hays County, Texas, therein described as "Tract 6-B"; and with the line of the Boundary Line Agreement, a distance of 707.15 feet (record - 707.42 feet) to a 60d nail found in a fence post for the northeast corner of the remainder of a 300.00 acre tract, the southeast corner of the 24.743 acre "Tract 6-B", and being in the west line of a 323.554 acre tract of land conveyed to William B. Mitchell and Mary G. Mitchell by instrument of record in Volume 1514, Page 326 of the Official Public Records of Hays County, Texas,

THENCE South 30°09'38" West (record - South 30°37'25" West), along the easterly line of the 300.00 acre remainder of a 1364.31 acre tract, the west line of said 323.544 acre tract, and with the line of the Boundary Line Agreement, a distance of 446.82 feet (record - 446.87 feet) to a 1/2" iron rebar found with plastic cap for the eastern terminus of the Boundary Line Agreement;

THENCE South 29°26'30" West (record - South 29°55'29" West) along the easterly line of the 300.00 acre remainder of a 1364.31 acre tract and the west line of the 323.554 acre tract a distance of 376.65 feet to a 1/2" iron rebar set with plastic cap which reads "Baseline INC" for the southeast corner of the 300.00 acre remainder of a 1364.31 acre tract and the northeast corner of a 827.264 acre tract of land conveyed to Austin-Highway 290, LLC by instrument of record in Volume 3940, Page 430, of the Official Public Records of Hays County, Texas, from which a cotton spindle found for an angle point in the easterly line of said 827.264 acre tract and the west line of the 323.554 acre tract bears South 29°26'30" West (record - South 29°55'29" West) a distance of 214.87 feet;

THENCE along the southerly line of the 300.00 acre remainder of a 1364.31 acre tract and the northerly line of the 827.264 acre tract, the following six (6) courses:

1. North 60°12'00" West a distance of 285.00 feet (record - North 60°12'00" West a distance of 285.00 feet) to a 1/2" iron rebar set with plastic cap which reads "Baseline INC";
2. North 76°10'25" West a distance of 433.91 feet (record - North 76°10'25" West a distance of 433.91 feet) to a 1/2" iron rebar set with plastic cap which reads "Baseline INC";

3. North 78°33'39" West a distance of 386.79 feet (North 78°33'39" West a distance of 386.79 feet) to a 1/2" iron rebar set with plastic cap which reads "Baseline INC";
4. South 70°28'22" West a distance of 176.92 feet (record - South 70°28'22" West a distance of 176.92 feet) to a 1/2" iron rebar set with plastic cap which reads "Baseline INC";
5. South 68°53'59" West a distance of 557.32 feet (record - South 68°53'59" West a distance of 557.32 feet) to a 1/2" iron rebar set with plastic cap which reads "Baseline INC";
6. South 61°42'57" West (record - South 61°42'57" West) a distance of 136.72 feet to a calculated point in the centerline of a dirt track, from which a 1/2" iron rebar set with plastic cap which reads "Baseline INC" for an angle point in the southerly line of the 300.00 acre remainder of a 1364.31 acre tract and the northerly line of the 827.264 acre tract, bears South 61°42'57" West (record - South 61°42'57" West) a distance of 290.19 feet;

THENCE crossing through the 300.00 acre remainder of a 1364.31 acre tract and along the centerline of said dirt track the following two (2) courses:

1. North 36°30'37" West a distance of 140.29 feet to a calculated point
2. Along a non-tangential curve to the right, having a radius of 210.03 feet, an arc length of 194.35 feet, a delta angle of 53°00'58", and having a chord which bears North 00°51'53" East a distance of 187.49 feet to a calculated point;

THENCE North 10°25'20" West, departing the centerline of the dirt track and continuing through the 300.00 acre remainder of a 1364.31 acre tract, a distance of 1464.75 feet to the POINT OF BEGINNING.

This parcel contains 65.86 acres of land, more or less, out of the Marcus Raper Survey No. 37, Abstract No. 394 and the Marcus Raper Survey No. 60, Abstract No. 383, both in Hays County, Texas.

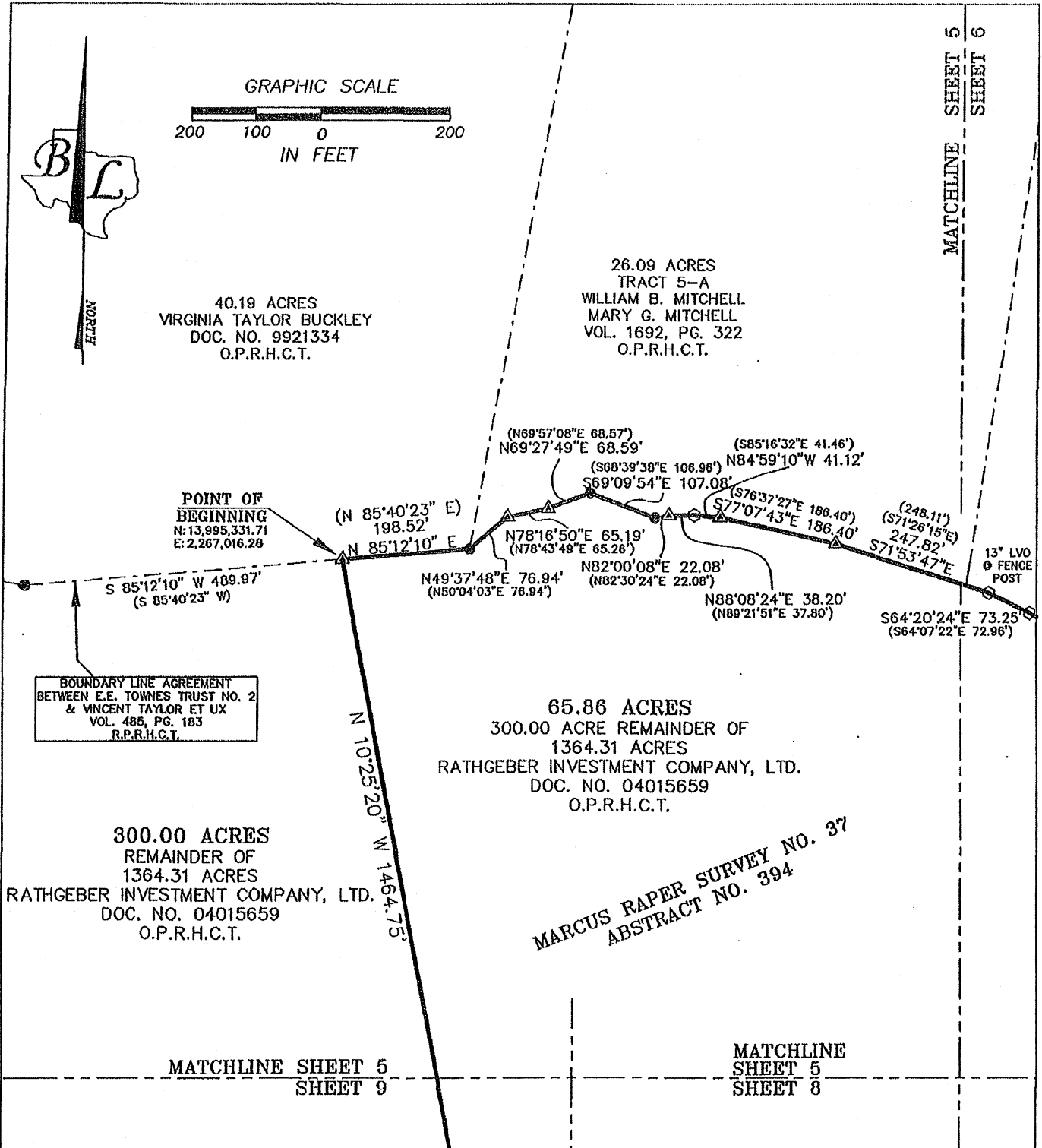
Description prepared from an on-the-ground survey made during January, 2014.

Bearing Basis: Texas State Plane Coordinate System, South Central Zone, NAD 83.

J. Scott Laswell 1/20/14
 J. Scott Laswell Date
 Registered Professional Land Surveyor
 State of Texas No. 5583



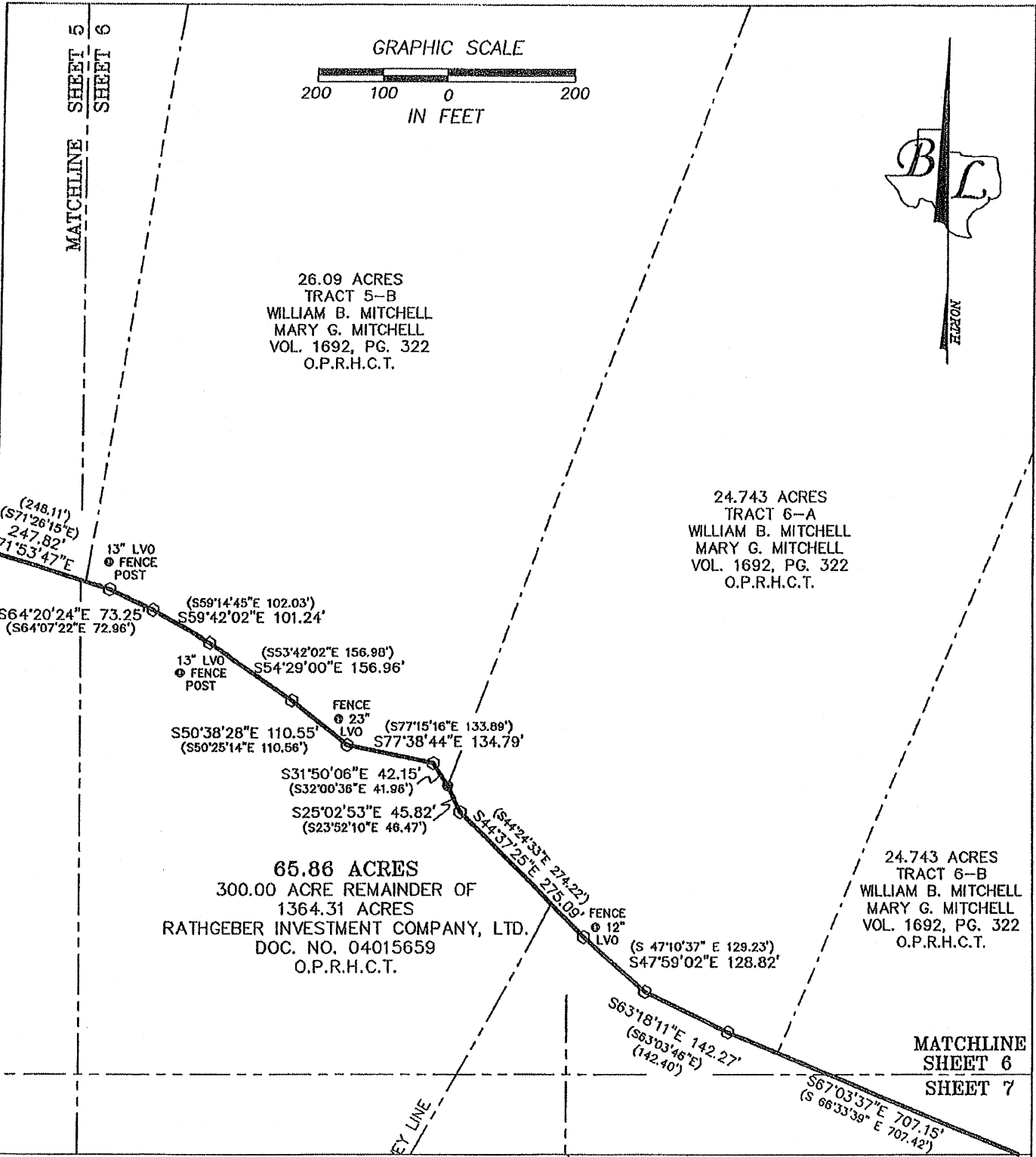
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SKETCH TO ACCOMPANY FIELD NOTES OF 65.86 ACRES OF LAND OUT OF THE MARCUS RAPER SURVEY NO. 37, ABSTRACT NO. 394, AND THE MARCUS RAPER SURVEY NO. 60, ABSTRACT 383, BOTH IN HAYS COUNTY, TEXAS AND BEING A PORTION OF A 300.00 ACRE REMAINDER OF A 1364.31 ACRE TRACT OF LAND CONVEYED TO RATHGEBER INVESTMENT COMPANY, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 04015659, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

BASELINE LAND SURVEYORS, INC.
PROFESSIONAL LAND SURVEYING SERVICES
8333 CROSS PARK DRIVE
AUSTIN, TEXAS 78754
OFFICE: 512.374.9722 FAX: 512.073.9743
scott-baseline@austin.tx.com

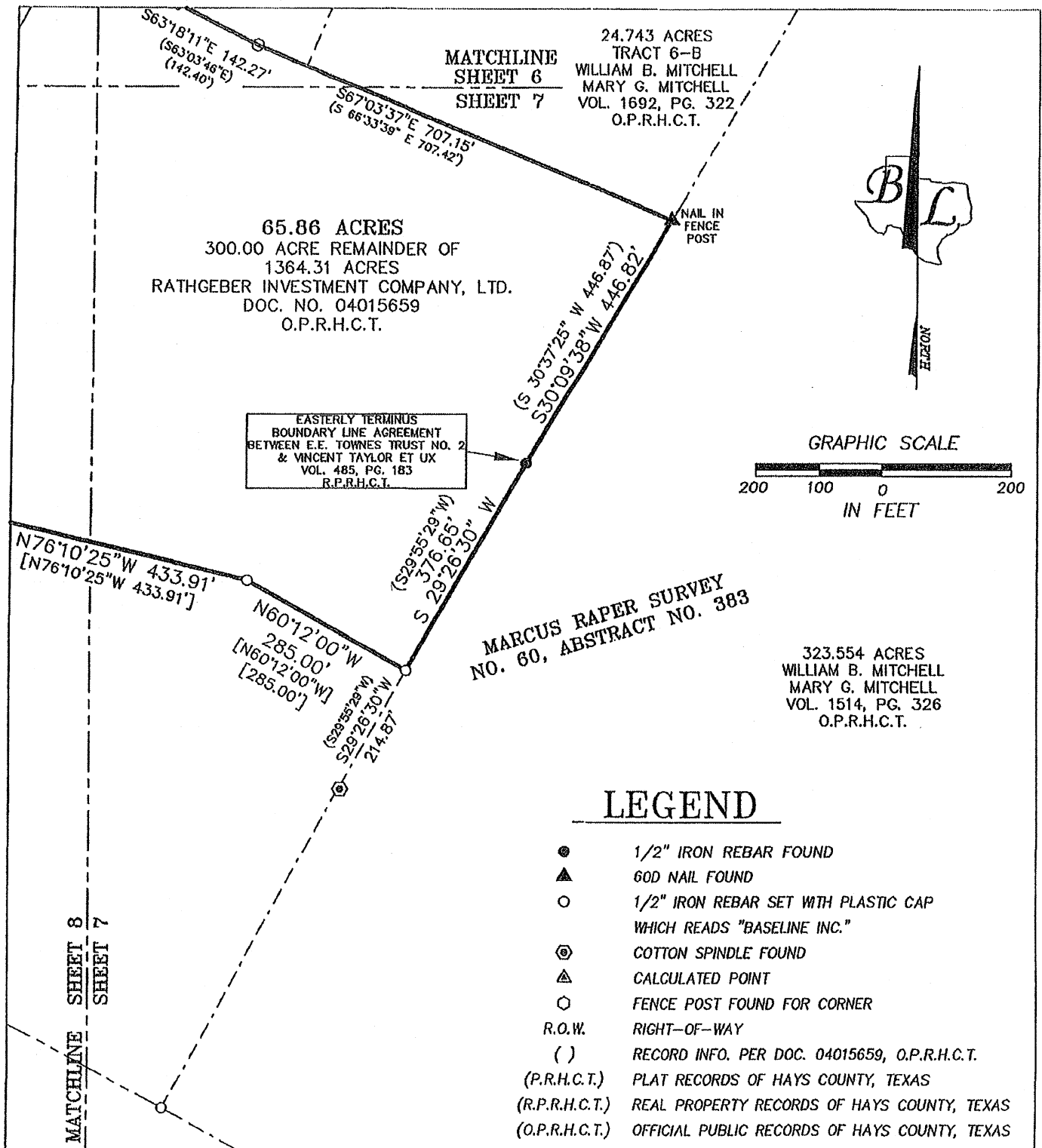
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Job No.	05 of 09
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Date: 01/20/2014	Checked By: RLW
	Drawn By: JSL



SKETCH TO ACCOMPANY FIELD NOTES OF 65.86 ACRES OF LAND OUT OF THE MARCUS RAPER SURVEY NO. 37, ABSTRACT NO. 394, AND THE MARCUS RAPER SURVEY NO. 60, ABSTRACT 383, BOTH IN HAYS COUNTY, TEXAS AND BEING A PORTION OF A 300.00 ACRE REMAINDER OF A 1364.31 ACRE TRACT OF LAND CONVEYED TO RATHGEBER INVESTMENT COMPANY, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 04015659, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

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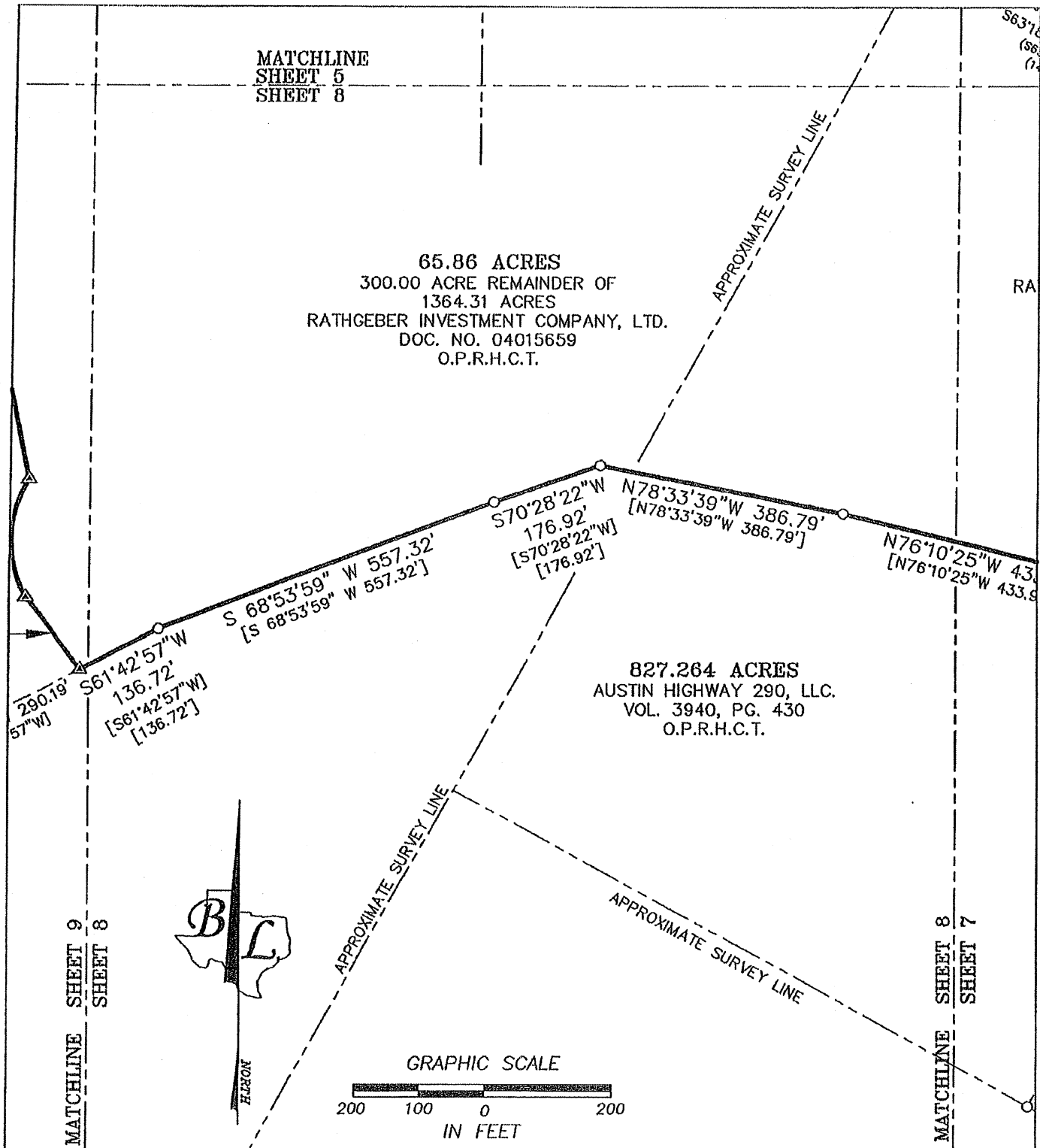
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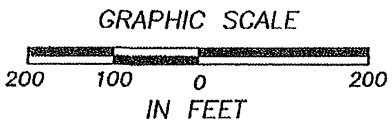
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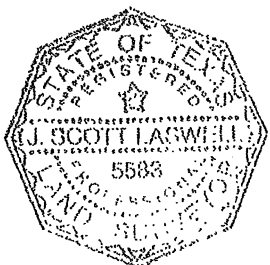
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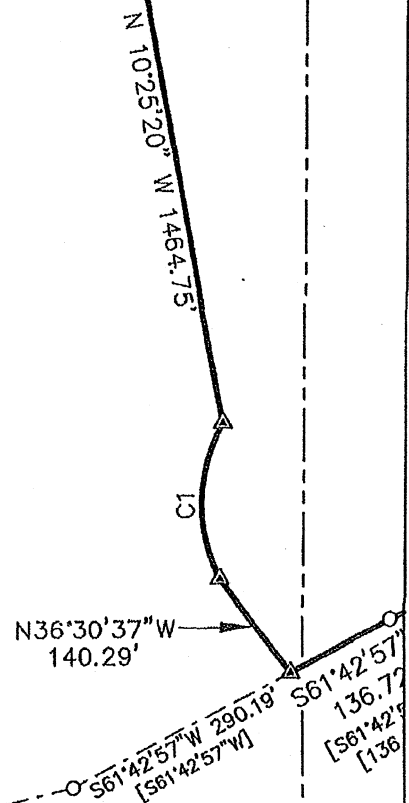
300.00 ACRES
REMAINDER OF
1364.31 ACRES
RATHGEBER INVESTMENT COMPANY, LTD.
DOC. NO. 04015659
O.P.R.H.C.T.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	210.03	194.35	53°00'58"	N 00°51'53" E	187.49

J. Scott Laswell
11/20/14



827.264 ACRES
AUSTIN HIGHWAY 290, LLC.
VOL. 3940, PG. 430
O.P.R.H.C.T.



BEARING BASED TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83

SKETCH TO ACCOMPANY FIELD NOTES OF 65.86 ACRES OF LAND OUT OF THE MARCUS RAPER SURVEY NO. 37, ABSTRACT NO. 394, AND THE MARCUS RAPER SURVEY NO. 60, ABSTRACT 383, BOTH IN HAYS COUNTY, TEXAS AND BEING A PORTION OF A 300.00 ACRE REMAINDER OF A 1364.31 ACRE TRACT OF LAND CONVEYED TO RATHGEBER INVESTMENT COMPANY, LTD. BY INSTRUMENT OF RECORD IN DOC. NO. 04015659, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

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Job No.	Snapshot:
Scale (Hor.): 1"=200'	Scale (Vert.): 1"=10'
Date: 01/20/2014	Checked By: RLV
	Drawn By: JSL

SHEET
09 of 09





STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Kelly Schmidt, Parks & Community Services Director
 & Tina Adams DSRP Event Center Manager

City Council Meeting Date: December 8, 2020

Agenda Item Wording: Discuss and consider approval of an Ordinance amending the Dripping Springs Fee Schedule regarding fees for Dripping Springs Ranch Park and related to Fee Schedule Section 17.16 Business Opportunities (non-peak).

Agenda Item Sponsor: Mayor Bill Foulds

Summary/Background: The need to expand the existing Business Opportunity rate so that is appealing and economically feasible to attract and meet the demand for urgent rental uses has recently presented itself. Staff identifies that this will appeal to gatherings of small groups (less than 50) such as executive gatherings, corporate retreats, club gatherings, annual HOA meetings and the like.

Currently

17.16 Business Opportunities (non-peak)

- (a) Event Center Manager may allow rental available space (14 days from event) at 50% of base rental fee.
- (b) Event Center Manager may allow general use rental rate-booked 14 days or less days in advance for unused event space \$75.00 per hour/minimum 2 hours rental-maximum 4 hours rental.

Updated 09/17/2020 (Ordinance No. 2020-44)

Staff Recommendation: Staff recommends approval

Attachments: N/a

Next Steps/Schedule:

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2020-_____

AN ORDINANCE AMENDING ARTICLE A1.000 (GENERAL PROVISIONS) OF THE DRIPPING SPRINGS CODE OF ORDINANCES; AMENDING SECTION 17: THE DRIPPING SPRINGS RANCH PARK FEE SCHEDULE; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, AND PROPER NOTICE & MEETING.

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) seeks to provide for reasonable fees to recoup the cost of operating municipal facilities, such as Dripping Springs Ranch Park (“DSRP”), on the public’s behalf; and

WHEREAS, the City Council finds that the attached schedule of fees, is reasonable and prudent in light of the municipal resources expended at the DSRP; and

WHEREAS, the City Council finds that providing additional flexibility in pricing for non-peak times at the Ranch Park will benefit the Park and Park Users; 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 fees approved and instituted by this ordinance are consistent with, and in accordance with, the annual budget for the City.

NOW, THEREFORE, BE IT ORDAINED by the Dripping Springs City Council:

1. FINDINGS OF FACT

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

2. ENACTMENT

Appendix A, Article A1.000 of the City of Dripping Springs Code of Ordinances is amended so to read in accordance with *Attachment A*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated on *Attachment A*.

3. REPEALER

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. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City’s Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

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 8TH day of December 2020, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT "A"

CITY OF DRIPPING SPRINGS
MASTER FEE SCHEDULE

SECTION 17. DRIPPING SPRINGS RANCH PARK FEES

17.16 Business Opportunities (non-peak)

- (a) Event Center Manager may allow rental available space (~~14~~ 60 days from event) at 50% of base rental fee.
- (b) Event Center Manager may allow general use rental rate-booked 14 days or less days in advance for unused event space \$75.00 per hour/minimum 2 hours rental-maximum 4 hours rental.



STAFF REPORT
City of Dripping Springs
PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Tina Adams, Dripping Springs Ranch Park Event Manager

Council Meeting Date: 12.2.2020

Agenda Item Wording: Discuss and consider possible action on city facility closure based on Public Health Emergency.

Agenda Item Requestor: Bill Foulds, Jr., Mayor

Summary/Background:

In consideration of rising COVID-19 cases in Hays County, CODS staff reviewed all the upcoming events scheduled at the Dripping Springs Ranch Park. The staff members participating in the discussion were Mayor-Bill Foulds, Emergency Management Coordinator-Roman Baligad, City Administrator-Michelle Fischer, Parks & Community Services Director-Kelly Schmidt, City Attorney-Laura Mueller and DSRP Event Center Manager-Tina Adams. After review and collaboration, recommendations were made as follows:

1. Move forward with the event
2. Move forward with the event, but with the recommendations of staff
3. Cancel the event
4. Develop basic criteria for when events would be cancelled or changed, but allow for flexibility.

Please reference the attached Spreadsheet

**Commission
 Recommendations:**

**Recommended
 Council Actions:** Provide direction on Event Cancellations and Criteria for facility use during the Public Health Emergency.

Attachments: Events Schedule. Suggested Criteria.

Next Steps/Schedule:

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2020-R47

A RESOLUTION OF THE CITY COUNCIL OF DRIPPING SPRINGS, TEXAS,
REVISING THE PERSONNEL MANUAL.

WHEREAS, each city should have a personnel manual directed to its employees to provide guidance on the duties and responsibilities of the city and the employees; and

WHEREAS, the City Council of the City of Dripping Springs (“City Council”) finds it to be in the public interest, and necessary for the public health, safety and welfare, that the City of Dripping Springs *Personnel Manual* be updated from time to time to reflect current state and federal law and city practices related to city employees; and


WHEREAS, the City Council finds that it is reasonable and prudent for this amendment to the *Personnel Manual* to be adopted.

NOW, THEREFORE, BE IT RESOLVED by the City of Dripping Springs City Council:

1. The City Council hereby approves the amendment to City of Dripping Springs *Personnel Manual* pursuant to *Exhibit A*, attached.
2. The City Council approves the funds necessary for these personnel actions, as provided in the budget for the current fiscal year.
3. The City Council directs City staff to work with the Mayor and City Administrator to acknowledge the amendment to the *Personnel Manual* and receive training and information on the amended *Personnel Manual* under the direction of the Mayor and City Administrator.

PASSED & APPROVED this, the 13th day of October 2020, by a vote of 5 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:



Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham
Andrea Cunningham, City Secretary



ATTACHMENT "A"
CITY OF DRIPPING SPRINGS
TELECOMMUTING POLICY
OCTOBER 2020

6.04 Telecommuting

Employees may be allowed to occasionally work from remote locations, with the prior consent of the Mayor or City Administrator. The City Administrator may also designate certain employees for regular telecommuting schedules. A telecommuting schedule is not guaranteed for any employee and may be modified, restricted, or removed at any time by the City Administrator or Mayor.

All telecommuting employees shall make themselves available on a set schedule including being available at their city owned cellphone during work hours, if any, or having their phone extension forwarded to their cellphone while telecommuting. The employee shall also maintain access to electronic mail at all times while telecommuting. Employee shall be available for virtual meetings while telecommuting. Any employee who is unable to maintain phone and electronic mail access during their telecommuting time shall not be eligible for telecommuting.

Considerations for telecommuting shall include: (1) department availability at City Hall; (2) availability of telecommuting employee; (3) productivity of telecommuting employee; and (4) in person meeting requirements for telecommuting employee.

Any telecommuting employee shall develop a written plan with the employee's supervisor upon request for telecommuting.

City of Dripping Springs

Monthly Maintenance Report

November 2020

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
- Christmas lights and decorations checked and repaired

Additional Maintenance Completed

Parks

- VMP picnic tables moved and tapped off – 11/4
- VMP mowed and trimmed – 11/4
- DSRP lower field mowed and trimmed – 11/6
- Charro Park pavilion ramp stained – 11/10
- VMP trees trimmed – 11/11
- Founders pool pump #2 leaks repaired – 11/12
- Founders park telephone poles pinned down – 11/12
- Founder pool pumps shut down – 11/16
- DSRP outdoor arena mowed and trimmed – 11/17
- VMP outlet repaired – 11/18
- VMP light bulb replaced – 11/19
- DSRP bleachers moved – 11/19
- VMP Ant treatment – 11/19
- SRP water meter reading – 11/20
- Founders park telephone poles moved to Ranch House – 11/20
- Founders park removed old BBQ pole – 11/20
- Founders park dedication bench built – 11/23
- Founders park sidewalk cleaned up – 11/23
- Charro park rain collection tanks checked – 11/25

Streets

- Mercer St. restriped – 11/3
- Wallace and San Marcos stop sign replaced – 11/3

- Triangle ROW bush and trash removed – 11/4
- Pin Oak, Old Fitzhugh, Spring lake pothole repair – 11/9
- Mercer St. broken granite bench removed – 11/9
- Roger Hanks ROW mowed and trimmed – 11/10
- Mercer St. granite bench repaired – 11/10
- Grand Prairie ROW mowed and trimmed – 11/24
- RR12 and Mercer St. ROW trimmed – 11/24
- Wallace ROW mowed and trimmed – 11/24

Facilities

- DSRP RV hose bib repaired – 11/2
- Ranch House ant abatement – 11/5
- Ranch House well pump replaced – 11/10
- Ranch House gate repaired – 11/12
- DSRP womens restroom faucet repaired – 11/12
- Mowed and trimmed round pen area at DSRP – 11/16
- DSRP concession door handle replaced – 11/19
- DSRP tool room door handle repaired – 11/19
- Ranch House well water softener bypassed – 11/24
- DSRP Barn lights repaired – 11/24
- Ranch House mirror and coat rack installed – 11/24
- DSRP elevator maintenance – 11/25
- Ranch House septic tank chlorine added – 11/25
- DSRP wash rack repaired – 11/25

Equipment/Vehicles

- Water wagon pump choke and pull cord repaired – 11/2
- Kiser Drag bearing replaced – 11/2
- Ferris mower serviced – 11/4
- F-350 Oil change – 11/6
- SRWRF Mule moved to DSRP – 11/6
- DSRP Tractor bearings replaced – 11/9
- Ferris mower PM'd – 11/13
- Kiser Drag rippers changed – 11/17
- DSRP Mule u-joints replaced – 11/19
- Kioti 4x4 returned from shop – 11/19
- Kioti 4x4 power steering motor bad send back to shop – 11/20
- SRWRF Mule moved back to facility from DSRP – 11/20
- Ferris mower PM'd – 11/23-11/24

Other

- Treated wood removed from burn pile – 11/2
- DSRP panels and stored – 11/4
- TRAPS Maintenance Rodeo – 11/5

- Mercer St. Christmas banners and wreaths installed – 11/12
- Sneeze guards install in finance office – 11/13
- Sneeze guards install in public works office – 11/17
- Set up Christmas decoration with COC – 11/18, 11/20
- Community electrical boxes repaired – 1/23

WWTP

- Facility fence line herbicide – 11/16
- Lift stations mowed and trimmed – 11/20

Project Status Report

Permits Created From 11/1/2020 to 12/1/2020

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Item # 18.

Project #	Status	Address	Description	WO #	Work Type	Specific Use	Inspection Type	WO Status	Inspector	Inspection Date
2020-109	Closed	, Dripping Springs, TX 78620	Street and ROW Maint. (Nov. WO's)	13599002	N/A	Street/Roads	Work Planned	Completed	Jim Bass	11/13/2020
2020-110	Open	511 Mercer St., Dripping Springs, TX 78620	City Hall (Nov. WO's)	13606092	N/A	N/A	Work Planned	Completed	Sonny Garza	11/30/2020
				13606161	N/A	N/A	Work Planned	Completed	Sonny Garza	11/18/2020
				13637802	N/A	N/A	Work Planned	New	Leonard Jones	
				13643379	N/A	N/A	Work Planned	Completed	Tim Tyree	11/21/2020
				13918974	N/A	N/A	Work Planned	New	Leonard Jones	
2020-111	Open	480 Founders Park Rd., Founders Memorial Park, TX 78620	Founders Park (Nov. WO's)	13636339	N/A	Parks	Work Planned	Completed	Leonard Jones	11/23/2020
				13919311	N/A	Parks	Work Planned	New	Sonny Garza	
2020-112	Closed	27148 Ranch Rd 12, Sports and Rec Park, TX 78620	Sports and Rec Park (Nov. WO's)	No Work Orders on Project	N/A	Parks				
2020-113	Closed	151 E Mercer St, VMP/Triangle, TX 78620	VMP/Triangle (Nov. WO's)	13605784	N/A	Parks	Work Planned	Completed	Jim Bass	11/04/2020
				13881036	N/A	Parks	Work Planned	Completed	Jim Bass	11/18/2020
				13883853	N/A	Parks	Work Planned	Completed	Tim Tyree	11/21/2020
2020-114	Closed	1042 Event Center Drive, Ranch House, TX 78620	Ranch House (Nov. WO's)	13637753	N/A	N/A	Work Planned	Completed	Jim Bass	11/13/2020
				13637759	N/A	N/A	Work Planned	Completed	Jim Bass	11/13/2020

2020-114	Closed	1042 Event Center Drive, Ranch House, TX 78620	Ranch House (Nov. WO's)	13643345	N/A	N/A	Work Planned	Completed	Leonard Jones	11/18/2020 Item # 18.
				13919016	N/A	N/A	Work Planned	Completed	Jim Bass	11/25/2020
2020-115	Open	1042 Event Center Drive, Dripping Springs Ranch Park, TX 78620	DSRP (Nov. WO's)	13643436	N/A	Parks	Work Planned	Completed	Tim Tyree	11/21/2020
				13918886	N/A	Parks	Work Planned	Completed	Tim Tyree	11/25/2020
				13918895	N/A	Parks	Work Planned	New	Sonny Garza	
2020-116	Closed	101 Old Fitzhugh, Stephenson Bldg., TX 78620	Stephenson Bldg (Nov. WO's)	No Work Orders on Project	N/A	N/A				
2020-117	Closed	, Dripping Springs, TX 78620	Fleet and Equipment (Nov. WO's)	13598878	N/A	N/A	Work Planned	Completed	Leonard Jones	11/09/2020
				13598885	N/A	N/A	Work Planned	Completed	Leonard Jones	11/09/2020
				13615817	N/A	N/A	Work Planned	Completed	Leonard Jones	11/20/2020
				13618385	N/A	N/A	Work Planned	Completed	Leonard Jones	11/09/2020
2020-118	Closed	22690 Ranch to Market Rd 150, Charro Park, TX 78620	Charro Park (Nov. WO's)	13606042	N/A	Parks	Work Planned	Completed	Sonny Garza	11/18/2020
				13919155	N/A	Parks	Work Planned	Completed	Jim Bass	11/25/2020
2020-119	Closed	23127 W. 150, SRWRF, TX 78620	South Regional Water Reclamation Facility (Nov. WO's)	13606072	N/A	N/A	Work Planned	Completed	Bill Stevens	11/18/2020
				13903175	N/A	N/A	Work Planned	Completed	Bill Stevens	11/20/2020
2020-120	Open	511 Mercer St., Dripping Springs, TX 78620	COVID-19 (Nov. WO's)	13618577	N/A	N/A	Work Planned	Completed	Sonny Garza	11/18/2020
				13643407	N/A	N/A	Work Planned	New	Sonny Garza	

PARKS

Charro Ranch Park – Submitted by Sue Harding – Project Coordinator, Hays County Master Naturalists

On Saturday, November 14, 2020, 13 volunteers each spent 3 hours, 8:30-11:30am, on the following projects at the park: (All work involved invasive species removal, improvement of natural habitat, native plant seed dispersal, and/or maintenance of existing trails):

- 1) Hand pulled Johnson grass and Brazilian vervain invasives near the bridge. Plants were bagged up for disposal and stacked near the main trail head for disposal by the DS maintenance team.
- 2) Another invasive, KR bluestem, was weed whacked in select areas where in close contact with desirable native grass species such as seep muhly and little bluestem.
- 3) The wildlife water bowl (water guzzler) on the east side of the park was found to be rusted through and the rainwater collection tank was found to be filled with water and sludge. A replacement pan will be purchased; the tank will be cleaned out on another workday.
- 4) Seeds of native plants (Texas mountain laurel, Lindheimer's senna, and Mexican flame vine) were scattered near the picnic area at the solstice circle. Some bur oak acorns (less than 6 ??) were distributed throughout the park.
- 5) Trash was picked up and bagged along the frontage road of the park, along Ranch Road 12.
- 6) The Oak Tree spur trail was weed whacked.
- 7) Some small cedars were removed and used to cover up one of the last remaining trenches from the oak wilt trenching of this past summer.
- 8) Many of the native plants of the demonstration garden were hand watered with a slow drip hose connected to the rainwater collection tank.
- 9) A small, crescent shaped, 3-4" tall caliche berm was formed at the entrance to the main trail leading off the parking lot to prevent erosion of the trail.

Dripping Springs Ranch Park & Event Center -Submitted by: Tina Adams – Event Center Manager



DSRP had a successful November. On November 7th & 8th we hosted our final Hunter Jumper DSRP Riding Show Series event with high turnout. The DSRP Team was very excited to welcome two new full-time staff members, Noah and Riley. Their previous work experience and dynamic personalities make them great choices for the Ranch Hand position. For the third year in a row we hosted the Ken McNabb Horsemanship Clinic, which was a huge hit. They have even confirmed their dates for next year already! To finish out the month, Ag Boosters put on their annual Fall Classic lamb, goat, steer, and hog show this past weekend. Unfortunately, due to Covid things will be slowing down at the Event Center for December and January, with events postponing and being canceled. We have scheduled major arena maintenance for the first and second week of December to utilize the downtime. Meanwhile, park patrons are out enjoying the park and its amenities daily!

Submitted By: Connie Boltz- Hays County Master Naturalist - Project Coordinator DSRP. On November 12, 2020 HCMN planted 5 pigeon berry plants, a cherry Barbados, yaupon holly, burr oak, and moved a

possum haw tree. They also sowed Texas Sage and antelope horn seeds. These are all plants that are attractive to birds and butterflies. A few more plants will be added that provide berries and seeds for birds. These plants will be monitored and nurtured. It is difficult to monitor the efficacy of these plantings except via observation and anecdotal reporting in our visitor's log.

Founders Memorial Park | Swim & Skate

Park & Rentals

Patron traffic has increased significantly at Founders Park in the month of November. DSYSYA wrapped up its flag football season and pavilion rentals are happening every weekend.

Pool

The pool continued to leak approximately 2" per day. A repair order has been placed on the schedule and will be completed at the end of December. Until then, the pool pumps have been turned off to decrease the leak water loss, conserve energy and cease chemical usage in the upkeep of an unused system.

Heaters will need to be replaced and upgraded to commercial grade so that the pool can be utilized for a longer seasonal run than has been the practice in the past. Also- thermal blankets and a blanket reel will need to be purchased. In response to a demand by community user groups, staff is proposing an extension of the Founders Memorial Pool Season to April 2021 – October 2021 vs. Memorial Day to Labor Day which will extend the season from 3 months to 7 months. Annual 5-month shutdowns during the winter and early spring will allow for pool and facility annual improvements and the implementation of any extended maintenance projects that would impact pool operations.

Along with this goal, the Parks and Community Services department will be requesting that the full-time seasonal Pool Manager position (February – September) evolve into a full-time, benefited, year-round team member. In addition to managing the pool they will analyze, improve and develop needed Community and Aquatic programs. A revamped title from Pool Manager to Programs & Aquatics Manager is proposed. The position scope will continue to oversee pool operations & staff but will also include camp operations & staff as well as current and future programs that take place in Dripping Springs parks & facilities (DSYSA, DSASA, & future PCS programs).

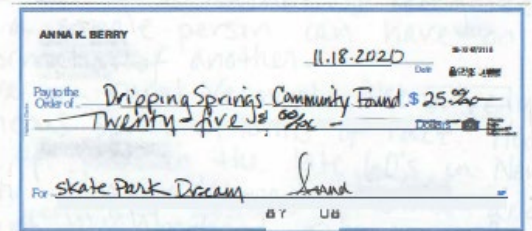
Skate Park

On November 18, 2020 and Skate Park initiative + city staff introductory team meeting was held via zoom in anticipation of moving forward with the skate park construction project. Representative from the planning department, parks & community services department, building department and skate park initiative community members were present. The project is in discussions however has not received notice of funding from the pending HAYS County Bond Measure.

The skate park and its advocates continue to draw local and national support. Below is a letter from a supporter who has learned about one of the skate park advocates and is impressed with his passion and drive.

November 18, 2020
 Dear "Boss Man" Dennis Baldwin (As you were referred to):
 I follow Nifa Kaniga on social media. He is a remarkable human being. I have learned a lot from his open, honest and sincere invitations to talk about difficult topics. It was on his social media site that I learned about the Skate Park project. As I said to him in a brief message, I want to pay his generosity forward!
 I am not a person of great means, but I am an educator, a mother, a daughter, a wife, and a believer in the inherent goodness of people. Nifa embodies this goodness & has the heart of a teacher. I recognize the power a single person can have on the transformation of another.
 I live in rural Vermont. Also a very homogeneous space in terms of race. However, I grew up poor in the late 60's in New York City in a predominantly black and immigrant neighborhood. I've seen firsthand the ravages of the intersection of race & poverty and I've seen the power of community to lift & inspire. I have no idea of the demographics of your community & acknowledge that I do not "know" Nifa. Still I experience the impact he makes. Please accept this very small contribution to the →

skate park that he & others are working so hard to bring to life. And, if you have contact with Nifa, please share my good wishes & appreciation for his presence in this world.
 Best of luck!
 Anna Berry



Rathgeber Natural Resource Park (Pending)
 Nothing to report.

Sports & Recreation Park
 Light project still under review.

Veterans Memorial Park & Triangle
 Nothing to report.

COMMUNITY SERVICES

Bird City Texas:

The application will be submitted the first week of December. The Bird City Committee has worked very hard and collaboratively to see it through this year and deliver the highest standards of commitment. Here is the application format and the list of our categories and events that we have accomplished as a city and community stakeholders. Some actions below are also activities that we're committed to collaborating on and implementing during the certification period July 2019 - 2023.







Base Level Actions: (9 required) - 9 selected

R1	Form a collaborative body that supports Bird City Texas application			
R2	Enact a resolution and conduct an event for World Migratory Bird Day			
R3	Have at least 1 highly visible bird-friendly demonstration landscape			
R4	Enhance tourism and/or Chamber of Commerce website with birding information			
R5	Officially promote American Bird Conservancy's <i>Cats Indoors</i> program			
R6	Education/outreach about dark sky lighting solutions			
R7	Education/outreach about reducing bird collisions with buildings			
R8	Promote use of native plants and National Audubon Society's <i>Plants for Birds</i> program			
R9	Promote the importance of controlling invasive species (plant & animal)			













Category 1: Community Engagement (5 required) - 5 selected

1a	Participates in a least one community science program annually			
1e	Create bird watching amenities in public parks			
1f	Host at least one native plant sale with high emphasis on native plants (>75%) and advertise community-wide for the event.			
1j	Quarterly column/outreach/social media campaign centered on native birds			
1n	Educate the public about the responsibilities and best practices of providing food and water for birds vs natural habitat			

Category 2: Habitat Enhancement and Protection (8 required) - 8 selected

- | | | | | |
|----|---|---|---|---|
| 2b | Acquire and conserve land for birds, wildlife, and native plant communities |  |  |  |
| 2c | Modify and improve existing habitat for birds, wildlife, and native plant communities |  |  |  |
| 2e | Incentivize local habitat enhancement/restoration programs |  |  |  |
| 2f | Implement wetland habitat restorations or installations rather than stream channelization |  |  |  |
| 2g | Preserve dead trees in parks/natural areas to provide foraging and nesting habitat |  |  |  |
| 2j | Implement an active invasive plant species removal program on public lands |  |  |  |
| 2p | Manage natural areas to encourage wildlife habitat, including 'No Mow' areas for native plants |  |  |  |
| 2s | Conduct inventory of city lands to document plant and animal species & assesses habitat quality |  |  |  |

Category 3: Creating Safer Spaces for Birds (4 required) - 4 selected

- | | | | | |
|----|--|---|---|---|
| 3c | Participate in National Lights Out Program |  |  |  |
| 3d | Educational campaign on the impacts of pesticides and herbicides on birds |  |  |  |
| 3e | Implement strategies to minimize use of pesticides and herbicides on city-managed property |  |  |  |
| 3h | Reduce light pollution |  |  |  |

Bird City - World Migratory Bird Day - Festival of Flight – 2021 – New Event

Government Residents Business Visitors Events Employment Blog Night Sky

City of Dripping Springs TEXAS

Quicklinks

- About Us
- Aquatics - Founders Memorial Pool
- Community Initiatives
- Community Services
- Events
- Park System
- Programs
- Volunteer Opportunities

DRIPPING SPRINGS

Festival of Flight

WORLD MIGRATORY BIRD DAY

MAY 8 2021 | Join us for a morning of aviary wonder!
8AM-12PM | **CHARRO RANCH PARK**
22690 W. FM 150, Dripping Springs, TX

- 8 AM - GUIDED BIRD HIKE
- 9 AM - BIG DAY BRAG
- 10 AM - ID SCAVENGER HUNT
- 11 AM - INTRO TO BIRDING

PARKS & COMMUNITY CITY OF DRIPPING SPRINGS

TEXAS Master Naturalist - LEEDS COUNTY CHAPTER

Wild Birds Unlimited

DESTINATION DRIPPING SPRINGS

Bird City - B3- Habit Enhancement in Dripping Springs – New Program

Quicklinks

- About Us
- Aquatics - Founders Memorial Pool
- Community Initiatives ▶
- Community Services ▶
- Events ▶
- Park System ▶
- Programs ▶
- Volunteer Opportunities ▶



 [NWF Certified Habitat Checklist.pdf](#)

YOU DID IT!!! CONGRATULATIONS!
DOCUMENT YOUR EFFORTS BY SIGNING UP FOR THE B3 PROGRAM HERE AND JOIN OUR HABITAT ENHANCEMENT MOVEMENT.

B3 REGISTRATION



ENHANCING
HABITAT
BIRDS|BUTTERFLIES|BEES

It is our mission to foster community by preserving parks and open space, connecting people to our natural resources and history and by offering engaging programs and events. Join Dripping Springs Parks and Community Services team in achieving their mission by connecting people to their natural resources through expanding wildlife habitats in our community!

Did you know that your backyard and place of business with a little enhancement can expand viable wildlife habitat in Dripping Springs?

There are many efforts underway world-wide that incentivize enhancement and expansion of natural places to create wildlife corridors, habitats and waystations for migrating birds and other wildlife. The PCS team has decided to create our very own program; B3 –Birds|Butterflies|Bees and adopt the National Wildlife Federation's program to assist in our objective of creating more habitat and food resources for migrating birds and other pollinators in Dripping Springs and the Texas Hill Country.



The National Wildlife Federation Habitat Certification program is but one of dozens of certification programs out there. The City of Dripping Springs' utilization of the Habitat Program is not a formal endorsement but a tool the Parks and Community Services department is using to achieve the objective of enhancing and expanding wildlife habitats throughout the City. B3 participants are welcome to find a different program as well. The same documentation, submitted image of enhanced habitat to parks@cityofdrippingssprings.com, and B3 registration are required to be counted toward the collaborative community efforts. Thank you for your interest and participation!

HOW DO YOU GET INVOLVED?

- Go to City of Dripping Springs website -Parks & Community Services - Programs - B3
- Click on the link for the World Wildlife Habitat certification Program - follow guidelines.
- Once you have certified your habitat (can be through any program) - register for B3 program (free) and email your Certified Habitat image to parks@cityofdrippingssprings.com.

WHAT ARE THE BENEFITS?

- Replenishing Bird | Butterfly | Bee resources from lost habitat locally and along migratory corridor.
- Beautification with native plant species adjacent to home and local businesses.
- Participating in family friendly fun.
- We're creating community through our collaborative love of and care for, the natural world around us.

Community Events & Programs – Submitted by: *Maggie Martin, Programs and Events Specialist*



Bird City:

We are in the final stages of the Bird City application with only one week remaining. As one of my contributions, I along with Parks and Recreation Commissioner Paul Fushille will be identifying and recording the snags in our parks. We will be formalizing an intentional program that protects and promotes their existence if they do not present a public safety concern. Of special interest are those exhibiting active wildlife presence and being used as shelter or food. There are a few activities still being wrapped up in the application between all the committee members. We are 90% through the documentation portion of the application as well. The committee is confident that the City of Dripping Springs will be awarded a Texas Bird City designation this year due to the detailed effort that has been given to our application along with the work gone on to maintain those requirements.

Christmas on Mercer:

Christmas on Mercer is fast approaching, and we have made changes to the event to adhere to COVID precautions more closely. Trackless train rides and pony rides will no longer be available. The virtual tree lighting will also have minor changes to reduce the potential attendance from guests. The lighting will be available on our social media sites Saturday, December 5th in the evening.



In Other News:

Progress is being made on the Charro Ranch Kiosk project by the Silver Award Girl Scout- Autumn Pape. She has completed the necessary repairs and is giving it a new paint job. The older, hard-to-read materials are also being replaced with current PCS news and events pertaining to Charro Park. Estimated project completion is end of the month in December.

Its Time Texas:

We are in the beginning stages of rolling out the 2021 Its Time Texas community challenge! This year we will be hosting virtual community events to get Dripping Springs out to the parks and moving! The challenge runs from January 4th to February 28th, 2021. We will be utilizing the free app to input our hard work throughout the initiative. Last year Dripping Springs was awarded fourth place, this year we are aiming for top three!

Keep Dripping Springs Beautiful:

Join us for the final clean up this year! We will be doing a festive holiday clean up with the businesses located along Highway 290. You can't miss us; the dress code for this holiday clean-up is your most festive Santa hat! Gloves, trash bags, and pick up utensils will be provided. Date is Monday December 21, 2020. Out of an abundance of caution and adherence to Covid-19 measures we will be limiting the number of volunteers, requiring waivers and pre-registration through Sign Up Genius.

Movie in the Park:

Although hosted in October, the Halloween Movie in the Park was a hit! We had 80% attendance from those who registered online. Response was positive across the board from those who attended!



Banner Requests & Co-Sponsorships:

- Christmas On Mercer CoDS 11/2/2020 to 12/7/2020
- 23rd Annual Empty Bowls Project Helping Hands 11/2/2020 to 12/1/2020
- Destination Dripping Springs Chamber 10/19/2020 to 11/8/2020
- Shop Small Saturday Chamber 11/9/2020 to 12/1/2020
- Shop Local CoDS 10/26/2020 to 12/1/2020

Farmers Market – Submitted by: *Laurel Robertson, Market Manager*



The holiday season is in full swing at the Dripping Springs Farmers Market with the addition of a dozen new Holiday Vendors (half arts/crafts, half food vendors). Currently, market has more vendor booths than at any time since COVID hit in March.



Musicians are also back in market, after Mayor Foulds gave the green light for them to return at the beginning of November. Rocking chairs and picnic tables are still not available for seating, so customers appreciate the live music on the go. Masks are still required for everyone and social distancing between booths and between shoppers is enforced/encouraged.

The Market's planned move to DSRP Event Center this coming January through March was cancelled by the FM Board at their November meeting, due to increased COVID numbers in Hays County/Texas and an unforeseen conflict with the Event Center's bookings on January 27. The market will remain at the Triangle for the 2020-21 winter season.

The FM Board is planning an exciting "Friends of the Farmers Market" program, to be premiered within the next few months. By registering for the program, members of the community will be able to support the market and receive special benefits at the same time! More to come soon....

Marketing, Website, Social Media, Branding & Communications

The PCS department continues to expand their website pages to encompass the resource as a tool to provide the full scope of services within the department's span of responsibility. Currently, the "Community Services" aspect of the

department is lacking in web presence and ease of service access. Staff is in the process of creating an easier application process and information dissemination platform.

- Road closure requests
- Itinerant Vendor Permits
- Event Permit for events held on city property and events held within City Limits
- Co-Sponsorship Requests and banners at the triangle requests



☑ 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



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.



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.



☑ 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.



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	- Sore throat
- Shortness of breath or difficulty breathing	- Loss of taste or smell
- Chills	- Diarrhea
- Repeated shaking with chills	- Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
- Muscle pain	- Known close contact with a person who is lab confirmed to have COVID-19
- Headache	
 - 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.

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 Conditions of the County.

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 IA 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 78620

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.

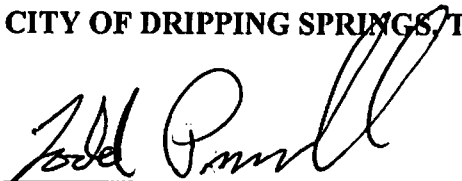
4.3 Applicable Law and Venue. This Agreement is made and shall be construed and interpreted under the laws of the State of Texas, and venue to enforce or interpret any aspect of this Agreement shall lie in Hays County, Texas.

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

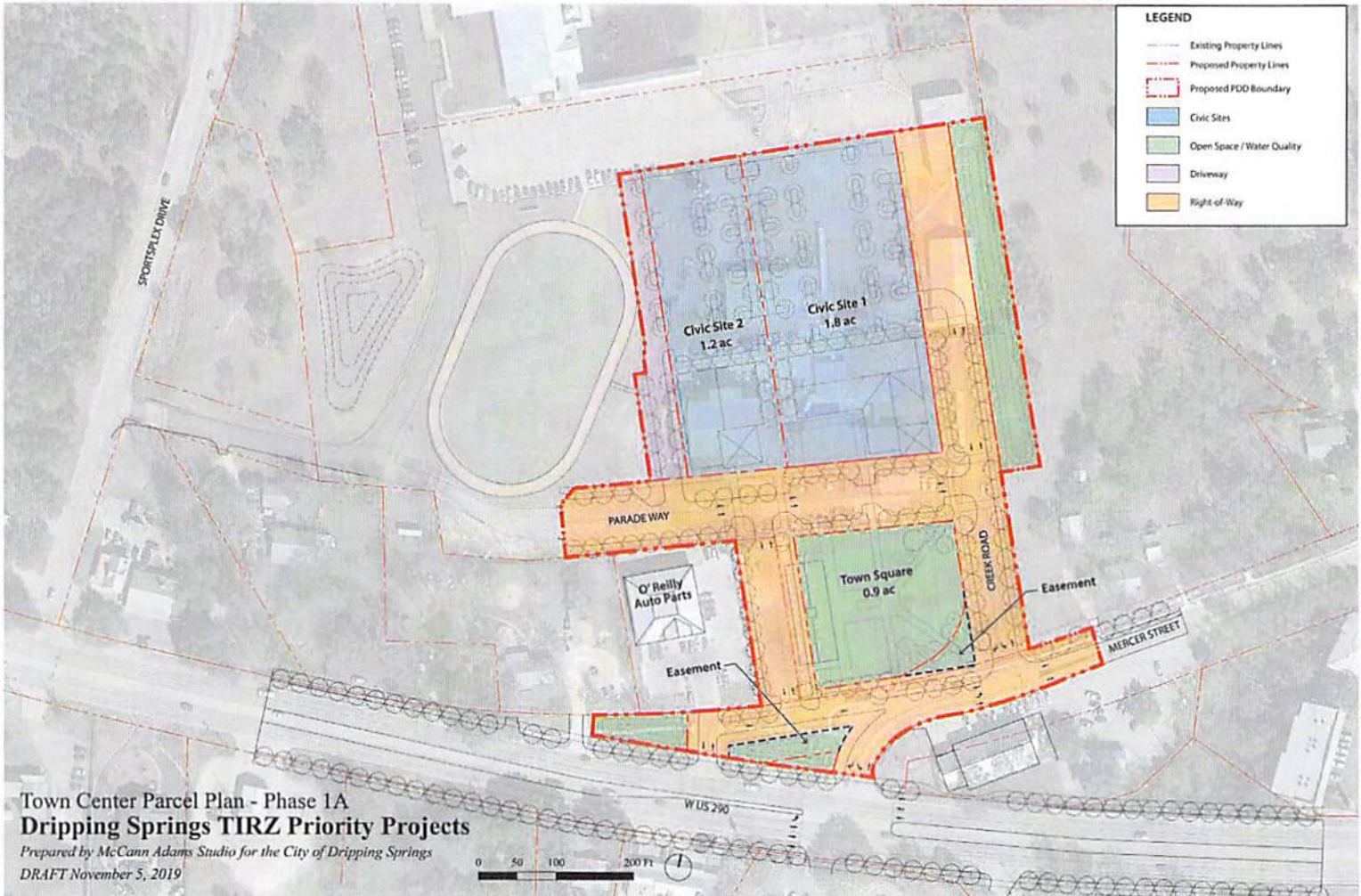
Ruben Becerra, Hays County Judge

Attest:

Elaine Cardenas, Hays County Clerk

Exhibit "A"

Town Center Plan "Civic Site 2"



Cause No. D-1-GN-19-003030

SAVE OUR SPRINGS ALLIANCE,
INC.,
Plaintiff

§
§
§
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§
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§
§
§

IN THE DISTRICT COURT OF

v.

TRAVIS COUNTY, TEXAS

TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY,
Defendant

345th JUDICIAL DISTRICT

FINAL JUDGMENT REVERSING ORDER OF
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

On June 25, 2020, this Court heard argument in this case. Having considered the pleadings, administrative record, briefing, and argument of counsel, the Court has concluded that the Texas Commission on Environmental Quality’s order under review in this case should be and hereby is **REVERSED** in all things.

IT IS ORDERED, ADJUDGED, AND DECREED that TCEQ’s order is **REVERSED**.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the TCEQ and the City of Dripping Springs are enjoined from taking actions in reliance on the unlawful agency order.

This Judgment is final, disposes of all parties and claims, and is appealable.

SIGNED this 29th day of October, 2020.


JUDGE PRESIDING
MAYA GUERRA GAMBLE



MAYA GUERRA GAMBLE
Judge
(512) 854-9384

459TH DISTRICT COURT
HEMAN MARION SWEATT
TRAVIS COUNTY COURTHOUSE
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October 29, 2020

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Via email: Andy@thebarrettfirm.com
Counsel for City of Dripping Springs

Re: Cause No. D-1-GN-19-003030; SOS v. TCEQ; in the 459th Judicial District Court of Travis County, Texas

Dear All:

On June 25, 2020, this Court heard argument in this case. Plaintiff Save Our Springs Alliance (“SOS”), Defendant Texas Commission on Environmental Quality (“TCEQ,” or “the Agency”) and Intervenor City of Dripping Springs (“City”), appeared through counsel and announced ready for trial.

The Court, after hearing argument of counsel, considered and denied the motion of Defendants to strike the brief filed by Amici Curiae Stephanie Ryder Morris et al.

This case is an appeal of a final agency order and is governed by the Administrative Procedure Act (APA), Tex. Gov’t Code §§ 2001.001-.903. TCEQ’s final order, entered following a contested case hearing before the State Office of Administrative Hearings, granted the City a permit

authorizing the discharge of up to 822,500 gallons per day of treated municipal wastewater into Onion Creek in Hays County. Plaintiff timely appealed the order. This is a review based on the administrative record, which was entered into evidence at the hearing, in accordance with Tex. Gov't Code § 2001.175(d).

The Court, after reviewing the pleadings, administrative record, briefing, and argument of counsel, finds that the TCEQ's order approving the City of Dripping Springs's wastewater discharge permit is not supported by the law or substantial evidence and should be reversed. Specifically, the Court finds the following conclusions of TCEQ unsupported by substantial evidence: (1) that the proposed discharge complies with the Agency's "Tier 2" anti-degradation rule requiring that the City's discharge must not cause more than a *de minimis* lowering of water quality in Onion Creek unless there is a showing that such lowering of water quality is necessary for important economic or social development; (2) that the proposed discharge would not impair existing high quality aquatic life uses of Onion Creek; and (3) that the information in the public notices of the proposed wastewater discharge permit sufficiently identified the location of the proposed discharge point.

OVERVIEW OF THE CASE

TCEQ approved the City's wastewater discharge permit pursuant to provisions of the Texas Water Code and TCEQ's implementing rules. TCEQ's authority to issue the permit, while set out in Texas statutes, was also delegated to the Agency by the U.S. Environmental Protection Agency (EPA) pursuant to the federal Clean Water Act and EPA's implementing rules. TCEQ's actions, and its rules applicable in this case, must be interpreted in the context of the Clean Water Act, and must be consistent with, and at least as protective of water quality, as EPA's applicable rules. 33 U.S.C. § 1342(b); 40 C.F.R. § 123.25.

The Clean Water Act's stated objective is "to restore and maintain the chemical, physical, and biological integrity of the Nation's waters." 33 U.S.C. § 1251(a). Towards this objective, the Act establishes a national goal that discharges of pollutants into the Nation's waters be eliminated by 1985. *Id.* § 1251(a)(1). Where discharges are not fully eliminated, the Act sets a goal of achieving water quality "which provides for the protection and propagation of fish, shellfish, and wildlife and provides for recreation in and on the water." *Id.* § 1251(a)(2). These two goals of the Act—to protect aquatic life and recreation "in and on the water," known as keeping our water "fishable" and "swimmable"—are met primarily through two types of regulations: water quality standards and discharge standards. Permitted discharges must ensure that water quality standards that maintain "fishable/ swimmable" are met. *Id.* §§ 1311, 1312(a). To that end, discharge permits must set sufficiently protective limits on total volume of the discharge and on concentrations and amounts of specific pollutants. *Id.* §§ 1311, 1312(a), 1342.

In order to qualify for delegation of Clean Water Act administration, Texas adopted the required legislation and rules. The Texas Water Code declares the State's policy "to maintain the quality of water in the state consistent with the public health and enjoyment, the propagation or protection of terrestrial and aquatic life, and the operation of existing industries, taking into consideration the economic development of the state... and to require the use of all reasonable methods to implement this policy." Tex. Water Code § 26.003. TCEQ "may refuse to issue a permit when the commission finds that issuance of the permit would violate the provisions of any state or federal law or rule or regulation promulgated thereunder, or when the commission finds that issuance

of the permit would interfere with the purpose of this chapter.” Tex. Water Code § 26.027. It is against the backdrop of these statutory purposes that the permit at issue must be considered.

Plaintiff primarily challenges whether the permit approved by TCEQ violates a subset of Texas’s water quality standards that apply to Onion Creek. TCEQ has designated the portion of Onion Creek that would receive the City’s discharge as “high aquatic life use,” along with other uses of primary contact recreation, water supply, and aquifer recharge. TCEQ Order, AR A Doc. 169, at 5 ¶30.

Because Onion Creek is designated as “high aquatic life use” it is subject to a two-tiered EPA-required “anti-degradation policy.” Although titled as a “policy,” it is a mandatory rule that must be interpreted consistent with both EPA’s anti-degradation rule and the Clean Water Act. 40 C.F.R. § 131.12; 30 Tex. Admin. Code § 307.5.

Plaintiff’s first claim is that TCEQ’s final order approving the City’s permit violates the more stringent of TCEQ’s two-part anti-degradation rule, known as Tier 2 anti-degradation review, as a matter of law or as an abuse of discretion. Plaintiff’s second claim is that TCEQ misapplied the less stringent “Tier 1” anti-degradation rule, which applies to all waters of the state, by considering improper factors, failing to consider required factors, and failing to make required underlying findings of fact that connect to the agency’s ultimate conclusions, thereby demonstrating reasoned decisionmaking that is transparent and subject to judicial review.

Plaintiff’s third claim is that the public notice given for the proposed permit failed to identify the location of the proposed discharge with sufficient accuracy to provide for public input and participation in the agency’s decisionmaking process.

STANDARDS OF REVIEW

The Texas Administrative Procedure Act sets out the standards of review applicable in this case. This Court “shall reverse or remand the case for further proceedings if substantial rights of the appellant have been prejudiced because the administrative findings, inferences, conclusions, or decisions are:

- (A) in violation of a constitutional or statutory provision;
- (B) in excess of the agency’s statutory authority;
- (C) made through unlawful procedure;
- (D) affected by other error of law;
- (E) not reasonably supported by substantial evidence considering the reliable and probative evidence in the record as a whole; or
- (F) arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion.”

Tex. Gov’t Code § 2001.174(A)-(F). These grounds for reversal are collectively referenced, in shorthand, as the “substantial evidence rule.”

Review of an agency’s final decision or action under the substantial evidence rule involves the following two component inquiries:

- (1) whether the agency made findings of underlying facts that logically support the ultimate facts and legal conclusions establishing the legal authority for the agency's decision or action and, in turn,
- (2) whether the findings of underlying fact are reasonably supported by the evidence.

TCEQ v. Maverick Cnty., 2019 Tex. App. LEXIS 9981 at *7-8. The first inquiry may entail questions of law, while the second inquiry is highly deferential to the agency's determination. *Id.* at *8. An agency acts arbitrarily if it has not "genuinely engaged in reasoned decisionmaking" by making a decision without regard for the facts, relying on fact findings that are not supported by any evidence, or if there does not appear to be a rational connection between the facts and the decision. *Heritage on the San Gabriel Homeowners Ass'n v. TCEQ*, 393 S.W.3d 417, 423 (Tex. App.—Austin, 2012); *City of Waco v. TCEQ*, 346 S.W.3d 781, 819 (Tex. App.—Austin 2011), *rev'd on other grounds*, 413 S.W.3d 409 (Tex. 2012)(citations omitted).

Even if supported by substantial evidence, however, an agency order may be arbitrary and capricious if the agency has improperly based its decision on non-statutory criteria or failed to consider relevant factors. *Tex. Dep't of Ins. v. State Farm Lloyds*, 260 S.W.3d 233, 245 (Tex. App.—Austin 2008); *City of El Paso v. Pub. Util. Comm'n*, 883 S.W.2d 179, 184 (Tex. 1994).

Administrative rules are interpreted like statutes, under traditional principles of statutory construction. *Tex. Comm'n on Env'tl. Quality v. Maverick Cnty.*, No. 03-17-00785-CV, 2019 Tex. App. LEXIS 9981 at *12 (Tex. App.—Austin Nov. 15, 2019, pet. filed). The "primary objective in both statutory and rule construction is to ascertain and give effect to the drafters' intent." *Id.* That intent is determined from the plain meaning of the words chosen when it is possible to do so. *Id.* "If there is vagueness, ambiguity, or room for policy determination in the regulation 'we normally defer to the agency's interpretation unless it is plainly erroneous or inconsistent' with the rule's language." *Id.* (quoting *TGS-NOPEC Geophysical Co. v. Combs*, 340 S.W. 3d 432, 438 (Tex. 2011)). However, "no deference is due where an agency's interpretation fails to follow the clear, unambiguous language of its own regulations." *Id.*

DISCUSSION

a. Plaintiff's Anti-Degradation Claims

TCEQ's Anti-degradation rule provides:

- (1) Tier 1. Existing uses and water quality sufficient to protect those existing uses must be maintained. Categories of existing uses are the same as for designated uses, as defined in § 307.7 of this title (relating to Site-Specific Uses and Criteria).
- (2) Tier 2. No activities subject to regulatory action that would cause degradation of waters that exceed fishable/swimmable quality are allowed unless it can be shown to the commission's satisfaction that the lowering of water quality is necessary for important economic or social development. Degradation is defined as a lowering of water quality by more than a *de minimis* extent, but not to the extent that an existing use is impaired. Water quality sufficient to protect existing uses must be maintained. Fishable/swimmable waters are defined as waters that have quality sufficient to support propagation of indigenous fish, shellfish, terrestrial life, and recreation in and on the water.

30 Tex. Admin. Code § 307.5 (emphasis added).

Thus, degradation is defined as “a lowering of water quality by more than a *de minimis* extent.” *Id.*

Onion Creek has water quality exceeding the fishable and swimmable standard; therefore both a Tier 1 and Tier 2 anti-degradation review were required. In arguing that the permit violates the Tier 2 prohibition against lowering water quality by more than a *de minimis* amount, Plaintiff relies on the framework and evidence, which is undisputed in the record, as summarized here.

Compliance with water quality standards is measured at a critical low flow level, which for the stretch of Onion Creek that would receive the discharge is 0.12 cubic feet per second (cfs). The permit authorizes the City to discharge up to 822,500 gallons per day of treated wastewater, which equals 1.27 cfs. Thus, at the regulatory flow level and the permitted discharge, Onion Creek would consist of one parts background Onion Creek flow and ten parts treated sewage. The water quality conditions as of November 28, 1975 define baseline conditions that must be protected.

Total phosphorus is the primary limiting nutrient, meaning the primary control on algae growth, but nitrogen is also a recognized pollutant that threatens aquatic life and other uses and is therefore regulated by water quality and discharge standards. Onion Creek is a phosphorus limited stream, with very low naturally occurring concentrations of total phosphorus which are below the level of detection in TCEQ-certified labs.

Experts of Plaintiff, TCEQ, and the City agreed that the best estimate of baseline total phosphorus levels in Onion Creek is in the range of 2 to 9 micrograms per liter ($\mu\text{g/L}$). A report by the United States Geological Survey measured total phosphorus at 3 $\mu\text{g/L}$ in Onion Creek. By contrast, TCEQ’s final order approves wastewater discharge containing up to 150 $\mu\text{g/L}$ total phosphorus. At the regulatory low flow level and the permitted discharge rate, total phosphorus in Onion Creek would increase to above 100 $\mu\text{g/L}$.

In 2001, EPA published a report, *Ambient Water Quality Criteria Recommendations [for] Rivers and Streams in Nutrient Ecoregion IV*. AR B Doc. 293 (Suppl. AR). The Edwards Aquifer region, including Onion Creek where the discharge would occur, is within Ecoregion IV. The report summary explains that its recommended “ecoregional nutrient criteria address cultural eutrophication—the adverse effects of excess human-caused nutrient inputs.” The report recommends nutrient limits at which stream changes occur in sensitive streams—25 micrograms per liter for Total Phosphorus and 700 micrograms per liter for Total Nitrogen. This 2001 EPA report placed Onion Creek in a group of streams with very low, naturally occurring phosphorus and nitrogen streams, known as “oligotrophic” streams. This description, and the nutrient limit recommendations in the report, were based on a statistical analysis of hundreds of streams across the country.

Since 2001, TCEQ has funded studies that would help Texas set specific phosphorus and nitrogen water quality standards, but TCEQ has so far not adopted numeric nutrient water quality standards. Several of these studies were introduced into the record. One such study from 2009, introduced by the City, concludes that there is “overwhelming evidence” of “consistent biological changes in streams with greater than 20 $\mu\text{g/L}$ ” total phosphorous. King & Winemiller, Development of Biological Indicators of Nutrient Enrichment for Application in Texas Streams, AR B Doc. 241, at

67. TCEQ procedures and TCEQ's final order make clear the agency must consider phosphorus and nitrogen when determining compliance with the anti-degradation water quality standards.

As to nitrogen, the permit allows discharged effluent to have up to 6.0 milligrams per liter (mg/L) of total nitrogen. The City's expert estimated that nitrate-nitrogen would increase from background levels in Onion Creek of 0.05 mg/L to almost 5 mg/L with the proposed discharge. This was not disputed by other evidence.

The City's expert estimated that phosphorus and nitrogen in the discharge would increase bottom-dwelling algae growth in Onion Creek tenfold, from less than 5 mg per square meter (m²) of chlorophyll-a to 30 to 50 mg/m².

In addition to nutrients and algae growth, maintaining dissolved oxygen levels that protect aquatic life is also important. Baseline levels of Dissolved Oxygen (DO) in Onion Creek range from 6.89 mg/L to 8.42 mg/L, as measured by the City's expert. TCEQ's modelling found that the proposed discharge would cause DO levels in Onion Creek to drop down to at or near the 5.0 mg/L DO criterion assigned for its high-aquatic life use. The City's expert conducted modelling estimating a low of 4.87 mg/L DO resulting from the permitted discharge.

In applying the Tier 2 rule to this undisputed evidence, Plaintiff first notes, and the parties agree, that the City made no effort to show important social and economic development needs that would allow a discharge resulting in more than a *de minimis* lowering of water quality. Thus, the City, as applicant, bore the burden of showing that the permitted discharge would not lower water quality in Onion Creek more than a *de minimis* amount.

Plaintiff argues that the undisputed increases in nutrient pollution, lowered dissolved oxygen, increase in algae growth, and conversion of Onion Creek, at low-flow conditions to one part clean creek-water to ten parts treated sewage violates the no more than a *de minimis* lowering of water quality Tier 2 standard as a matter of law.

Plaintiff further argues that Defendants failed to interpret the Tier 2 standard correctly by: (a) requiring a showing of harm to existing uses, thereby collapsing the Tier 2 *de minimis* standard into the Tier 1 standard requiring that uses, not quality, must be maintained; (b) ignoring, and writing out of the rule, the provision that if there is to be more than *de minimis* lowering of water quality, a showing of important social and economic necessity must be made; and (c) considering, in both the Tier 2 and Tier 1 analyses, improper factors (primarily that "nutrient enrichment," increased biological productivity, species diversity, and stream flow "stabilization" from the discharge indicated a positive effect on the stream rather than pollution of the stream).

Defendants respond that TCEQ correctly applied the rule in this case, and that the Agency's findings that the anti-degradation standards were met and are supported by substantial evidence and reasoned decisionmaking. Defendants also argue the Court should defer to TCEQ's expertise and judgment on matters of conflicting expert opinion and evidence, among other points.

The Court agrees with Plaintiff that the evidence shows as a matter of law that the permitted discharge will lower water quality in Onion Creek more than a *de minimis* amount.

The EPA anti-degradation rule provides that TCEQ must adopt a rule that “at a minimum” is consistent with EPA’s rule, which states in pertinent part that where “the quality of waters exceed levels necessary to support the protection and propagation” of aquatic life, “that quality shall be maintained and protected unless the State finds . . . that allowing lower water quality is necessary to accommodate important economic or social development.” 40 C.F.R. § 131.12 (emphasis added).

TCEQ’s rules, like EPA’s, must also be interpreted consistent with the purposes of the Clean Water Act and the plain language of the rule. *See Cnty. of Maui v. Haw. Wildlife Fund*, 140 S. Ct. 1462 (2020). The Clean Water Act’s purpose, among others, is to “maintain” the “chemical” integrity of our Nation’s waters, including Onion Creek. *See* 33 U.S.C. § 1251.

“*De minimis*” is defined in Black’s Law Dictionary as “1. trifling, minimal; 2. (Of a fact or thing) so insignificant that a court may overlook it in deciding an issue or case.” There is no technical or other definition that would supplant or modify this plain language definition of *de minimis*.

Given the plain language of the TCEQ rule, the EPA rule, and the Clean Water Act, and the undisputed evidence, the Court declines to give deference to TCEQ’s implied interpretation of the Tier 2 anti-degradation rule. That interpretation is implied because the Agency’s final order avoids interpreting the *de minimis* lowering of water quality language in favor of more general findings that the rule has been met. As in the recent U.S. Supreme Court Clean Water Act case of *County of Maui v. Hawaii Wildlife Fund*, accepting TCEQ’s position would conflict with the plain language of the rule and open a major loophole in the Act’s mandate to protect and maintain the quality of our Nation’s waters. *See* 140 S. Ct. 1462, 1474 (2020) (“But here, as we have explained, to follow EPA’s reading would open a loophole allowing easy evasion of the statutory provision’s basic purposes. Such an interpretation is neither persuasive nor reasonable.”)

The limited case law on anti-degradation supports this conclusion. *See Ky. Waterways Alliance v. Johnson*, 540 F.3d 466, 483 (6th Cir. 2008); *Columbus & Franklin Cnty. Metro. Park Dist. v. Shank*, 600 N.E.2d 1042 (Ohio 1992); *Robertson Cnty.: Our Land, Our Lives v. TCEQ*, No. 03-12-00801-CV, 2014 WL 3562756 (Tex. App.—Austin July 17, 2014, no pet.); *Greater Yellowstone Coal. v. EPA*, 2013 U.S. Dist. LEXIS 59661 (D. Idaho 2012). The Sixth Circuit explains in *Kentucky Waterways Alliance*:

This Tier II standard may also be described as protecting the water body’s “assimilative capacity” which is the amount by which the water body exceeds the quality level necessary to support its designated uses. Under the regulation, a pollution increase that would decrease a water body’s assimilative capacity would need to be justified by the necessity of the pollution for achieving important economic and social development.

540 F.3d 466, n 4. Defendants’ positions ignore the necessity of protecting this buffering, or assimilative, capacity of Onion Creek while having no answer for how such enormous increases in the key nutrient pollutants would not lower water quality by more than a *de minimis* amount. The Agency’s approach, as suggested by the final order’s findings of fact, would require a showing of impairment to the designated uses of Onion Creek. The Tier 2 standard, unlike Tier 1, does not require a showing of impairment of uses; it requires that water quality not be lowered by more than a *de minimis* amount absent a showing of important social and economic development need. The City

chose not to attempt such showing and the undisputed evidence establishes that TCEQ's final order approving the permit violates the Tier 2 anti-degradation standard.

Under Tier 1 of the anti-degradation policy, existing uses, and water quality sufficient to protect those existing uses, must be maintained. 30 Tex. Admin. Code § 307.5. This includes maintaining water-quality levels sufficient to support existing, designated, presumed, and attainable aquatic life uses. 30 Tex. Admin. Code § 307.4(h).

Plaintiff argues, with support from Amici, that TCEQ's interpretation of the Tier 1 standard protecting existing uses is based on consideration of improper factors while ignoring the required factors that define "aquatic life use" and maintenance of that aquatic life. Plaintiff disputes TCEQ arguments that the anti-degradation rule (both Tier 1 and Tier 2) are met if the agency follows its anti-degradation review procedures and that anti-degradation compliance takes a "whole water" approach rather than a constituent-by-constituent approach. Plaintiff further argues that the absence of underlying findings of baseline chemical and biological conditions, resulting conditions triggered by the proposed discharge, and how these resulting conditions will assure that the high aquatic life use of Onion Creek will be maintained constitutes arbitrary and capricious decisionmaking.

The Court generally agrees with these arguments and would remand this case for reconsideration by the agency on the Tier 1 standard absent the above conclusion that the TCEQ-approved permit violates the Tier 2 antidegradation standard and is reversed for that reason.

Review of the TCEQ's final order and the Administrative Law Judge's Proposal for Decision on which it relies reveals several problems. In the Tier 1 protection of uses analysis, TCEQ only considered whether nutrient stimulation of algae growth would impair recreational uses. It did not consider whether the amount and kind of algae growth would harm aquatic life uses.

TCEQ's and EPA's anti-degradation rule sets out substantive standards: following TCEQ's checklist of procedures for anti-degradation review does not assure compliance with these substantive standards.

TCEQ's rules, its "Implementation Procedures" manual, or IP's, for implementing its water quality standards, and its final order make clear that nutrient pollutants and other specific pollutants are considered in the anti-degradation analysis individually and not on a "whole water" basis.

EPA guidance on anti-degradation explains:

No activity is allowable under the antidegradation policy which would partially or completely eliminate any existing use whether or not that use is designated in a State's water quality standards. The aquatic protection use is a broad category requiring further explanation. *Non-aberrational resident species must be protected, even if not prevalent in number or importance. Water quality should be such that it results in no mortality and no significant growth or reproductive impairment of resident species. Any lowering of water quality below this full level of protection is not allowed.*

EPA, Water Quality Standards Handbook (2012) at § 4.4.2. (emphasis added).

In other words, avoiding impairment of aquatic life uses requires protecting the species assemblages that are present, as long as they are not an aberration. Plaintiff, and to some extent the

City and TCEQ, introduced evidence indicating that aquatic species adapted to the low-nutrient conditions of Onion Creek would be harmed by the proposed discharge. This evidence was disputed by TCEQ and the City's experts. However, this evidence was not considered as relevant to the Tier 1 inquiry.

The Proposal for Decision (PFD) provides the findings of fact, conclusions of law and underlying reasoning for those findings and conclusions incorporated into TCEQ's final order. The PFD's analysis leans heavily on a study by Jeff Mabe and others, quoting the study's finding that increasing nitrogen concentrations is associated with higher aquatic life diversity scores. PFD, AR A Doc. 162, at 16-17, 26-29. The Administrative Law Judge (ALJ) wrote:

The [Mabe] report goes on to discuss the positive impact of waste- water on aquatic life in providing 'nutrient enrichment' and 'consistently stable streamflow,' which led to greater 'species richness.'

PFD at 16. This statement is made in the context of evaluating potential impacts to endangered species. *Id.* In analyzing the anti-degradation standard, the ALJ returns to this report, saying "as discussed previously, some studies have shown that wastewater can have a beneficial effect on low-flow, low-nutrient streams by bringing more regularity to the flow and by increasing nutrients that can benefit aquatic life." *Id.* at 24.

The ALJ concludes that "SOS's evidence regarding the impact of the proposed discharge on Onion Creek's assimilative capacity for TN and TP is not relevant to the anti-degradation analysis." *Id.* at 26. The ALJ then states that "SOS's assertions regarding the trophic state of Onion Creek to be irrelevant to the analyses required in this case" because the "rules and IPs do not address a streams trophic classification in the antidegradation policy." *Id.* at 27.

As Plaintiff and Amici argue, this approach converts municipal wastewater discharges into benefits that should be encouraged rather than, as the Clean Water Act provides, pollutants to be eliminated from our Nation's waters. While adding nutrient fertilizer in the form of municipal wastewater to Onion Creek would increase biological productivity (more algae growth) and would stabilize low flows, these results are either irrelevant or harmful to determining whether existing aquatic life uses will be maintained. Increased species richness (diversity) is also irrelevant. The rules call for protecting the assemblage of species that are found in the stream.

TCEQ rules define "high quality aquatic life uses", at 30 TAC § 307.7(b)(3)(A), Table 3, in relevant part, as having "species assemblages" that are "usual associations of regionally expected species," that "sensitive species" are present, and that the "trophic structure" is "balanced to slightly unbalanced." The species make up—not biological productivity, abundance, or species diversity—is what is important for protecting existing aquatic life. Consistent with the rule defining the high quality aquatic life use, the IPs make clear that "eutrophication," is to be avoided. *See, e.g.,* Implementation Procedures, AR B Doc. 257 at 27, 47.

By relying on the City's arguments that the wastewater discharge will "enrich" Onion Creek, making it more biologically productive, while deeming as irrelevant the effects of the discharge on native aquatic species adapted to the very low nutrient conditions of Onion Creek and other Hill Country streams, the Agency really has turned the Clean Water Act upside down. This approach allowed the ALJ and the Agency to ignore as irrelevant the multiple scientific studies introduced into

the record concluding that increasing phosphorus in Texas streams above 20 to 25 µg/L would lead to a displacement of native aquatic species by more nutrient-tolerant and lower dissolved oxygen tolerant species. As noted above, it is undisputed that the proposed discharge would increase background Onion Creek flows from 2 to 8 µg/L total phosphorus to over 100 µg/L under low flow conditions where compliance with the anti-degradation standard must be measured.

The Agency's final order reflects that it relied upon irrelevant factors while ignoring powerful evidence that the approved discharge would harm native aquatic life species in Onion Creek. The order also fails to make underlying findings of fact that support the ultimate conclusions of compliance with the Tier 1 and Tier 2 standards, thereby demonstrating the agency engaged in genuine, reasoned decisionmaking.

The Court recognizes that wastewater return flows can and often do benefit Texas stream flows in important ways. The Court also recognizes that TCEQ has not set numeric nutrient water quality standards. However, these facts do not relieve the agency from compliance with the Clean Water Act and the federally required antidegradation standards.

b. Plaintiff's Notice Claim

Plaintiff's third claim is that the notices of the proposed wastewater discharge application and permit provided to the public failed to adequately identify the location of the proposed point of discharge. Text of public notices for discharge permits must include, among other things, "a general description of the location of each existing or proposed discharge point and the name of the receiving water." 30 Tex. Admin. Code § 39.551(c)(4)(B). Identical mandatory language is found in the applicable federal regulation, 40 C.F.R. § 124.10(d)(1)(vii).

The public notices are in the administrative record, and their text is not disputed. The Notice of Receipt of Application and Intent to Obtain Water Quality Permit stated: "The discharge route is from the plant site via pipe to Walnut Springs; thence to Onion Creek." The Notice of Application and Preliminary Decision and the Notice of Hearing provided stated: "The treated effluent will be discharged to Walnut Springs; thence to Onion Creek in Segment No. 1427 of the Colorado River Basin."

While all of the notices provide the address of the existing wastewater treatment plant, which will be expanded under the approved permit and state that it is located in Hays County, there is no address, set of coordinates, or reference to nearby street crossings given for the discharge point despite the focus in the regulations on identifying the location of the where the pollutants will be released into public waters.

There is also no hint that this location is nowhere near the treatment plant.

TCEQ and the City contend that these notices meet the requirements because they identify Walnut Springs as the point of discharge, a small tributary that runs for less than half a mile before its confluence with Onion Creek.

The regulations do not state specifically how a proposed discharge point should be described, e.g., by coordinates, address, etc. But use of the conjunctive "and" in the regulation indicate that identifying the receiving waters is not enough—the notice must include both a description of the

proposed discharge point's location *and* the name of the receiving water. The public notices made no attempt to describe the location of the discharge point.

The proposed point of discharge is a long distance away from the identified location of the wastewater treatment facility. The wastewater will be piped to a point 1.5 miles away (as the crow flies), across a highway (RR 12) and beyond a couple of neighborhoods, to its point of discharge upstream of and nowhere near the treatment plant. Plaintiff presented evidence that staff with the federal U.S. Fish and Wildlife Service could not tell from the public notices where the discharge point would be. TCEQ responded with more specific information to the federal agency. AR B Doc. 278 (SOS Ex. 16). The public never had the benefit of that more specific information.

For these reasons TCEQ's conclusion that notice was legally adequate is not reasonably supported by substantial evidence considering the record as a whole, and is arbitrary and capricious and characterized by an abuse of discretion. *See* Tex. Gov't Code § 2001.174.

Therefore for all the above reasons and any other supporting reasons even if not listed here, in a separate order I do reverse the TCEQ order and enjoin Dripping Springs from taking actions in reliance on the unlawful agency order.

Very Truly Yours,



Maya Guerra Gamble
Judge, 459th District Court

Ms. Velva L. Price, Travis County District Clerk

D-1-GN-19-003030

SAVE OUR SPRINGS ALLIANCE, INC.	§	IN THE DISTRICT COURT OF
Plaintiff,	§	
	§	
v.	§	TRAVIS COUNTY, TEXAS
	§	
TEXAS COMMISSION ON	§	
ENVIRONMENTAL QUALITY	§	
Defendant.	§	459 th JUDICIAL DISTRICT

**THE CITY OF DRIPPING SPRINGS’
NOTICE OF APPEAL**

Pursuant to Tex. R. App. P. 25.1 and 26.1, Intervenor, the City of Dripping Springs (“the City”) files this notice that The City desires to appeal from the Final Judgment entered in this case in the 345th Judicial District Court of Travis County. The Final Judgment dated October 29, 2020 was signed by the Honorable Maya Guerra Gamble. The City appeals to the Third Court of Appeals at Austin. A copy of the Final Judgment from which the City appeals is attached as Exhibit A to this Notice.

Dated: November 12, 2020.

Respectfully submitted,

THE AL LAW GROUP, PLLC

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ATTORNEYS FOR THE CITY OF DRIPPING SPRINGS

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served on this 12th day of November 2020 in accordance with the Texas Rules of Civil Procedure to the following:

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Attorneys for Plaintiff Save Our Springs Alliance

/s/ David J. Tuckfield

David J. Tuckfield

EXHIBIT A

Cause No. D-1-GN-19-003030

SAVE OUR SPRINGS ALLIANCE,
INC.,
Plaintiff

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§
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IN THE DISTRICT COURT OF

v.

TRAVIS COUNTY, TEXAS

TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY,
Defendant

345th JUDICIAL DISTRICT

FINAL JUDGMENT REVERSING ORDER OF
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

On June 25, 2020, this Court heard argument in this case. Having considered the pleadings, administrative record, briefing, and argument of counsel, the Court has concluded that the Texas Commission on Environmental Quality’s order under review in this case should be and hereby is **REVERSED** in all things.

IT IS ORDERED, ADJUDGED, AND DECREED that TCEQ’s order is **REVERSED**.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the TCEQ and the City of Dripping Springs are enjoined from taking actions in reliance on the unlawful agency order.

This Judgment is final, disposes of all parties and claims, and is appealable.

SIGNED this 29th day of October, 2020.


JUDGE PRESIDING
MAYA GUERRA GAMBLE

Cause No. D-1-GN-19-003030**SAVE OUR SPRINGS
ALLIANCE, INC.,****Plaintiff,****v.****TEXAS COMMISSION ON
ENVIRONMENTAL
QUALITY,****Defendant.**§
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§**IN THE DISTRICT COURT OF****TRAVIS COUNTY, TEXAS****345th JUDICIAL DISTRICT****TEXAS COMMISSION ON ENVIRONMENTAL QUALITY'S
NOTICE OF APPEAL**

Pursuant to Tex. R. App. P. 25.1 and 26.1, Defendant Texas Commission on Environmental Quality (TCEQ) files this notice that TCEQ desires to appeal from the Final Judgment entered in this case in the 345th Judicial District Court of Travis County. The Final Judgment dated October 29, 2020 was signed by the Honorable Maya Guerra Gamble. The TCEQ appeals to the Third Court of Appeals at Austin. A copy of the Final Judgment is attached as Exhibit A to this Notice. Pursuant to Tex. R. App. P. 25.1(e), a copy of this Notice is being provided to the court reporter responsible for preparing the Reporter's Record in this matter.

Dated: November 12, 2020.

Respectfully submitted,

KEN PAXTON
Attorney General of Texas

BRENT WEBSTER
First Assistant Attorney General

SHAWN COWLES
Deputy Attorney General for Civil Litigation

PRISCILLA M. HUBENAK
Chief, Environmental Protection Division

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**Counsel for Texas Commission on
Environmental Quality**

CERTIFICATE OF SERVICE

On November 12, 2020, Texas Commission on Environmental Quality's Notice of Appeal was served electronically through the Court's CM/ECF system on all registered counsel.

/s/ Sara J. Ferris
SARA J. FERRIS

EXHIBIT A

Cause No. D-1-GN-19-003030

SAVE OUR SPRINGS ALLIANCE,
INC.,
Plaintiff

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IN THE DISTRICT COURT OF

v.

TRAVIS COUNTY, TEXAS

TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY,
Defendant

345th JUDICIAL DISTRICT

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SIGNED this 29th day of October, 2020.


JUDGE PRESIDING
MAYA GUERRA GAMBLE