



# CITY COUNCIL REGULAR MEETING

## City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX  
Tuesday, November 10, 2020 at 6:00 PM

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## 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](mailto: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.*

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## AGENDA

### 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/j/82519471024>

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

### 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  
Communications Director Lisa Sullivan  
Parks & Community Services Director Kelly Schmidt  
DSRP Event Center Manager Tina Adams  
Senior Planner Amanda Padilla

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**WORKSHOP**

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*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.*

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**CITY COUNCIL & BOARD OF ADJUSTMENT REGULAR MEETING**

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

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

- 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.*
- 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.*

## 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**

## 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

## 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](http://www.cityofdrippingsprings.com), on **November 6, 2020 at 2:30 p.m.***

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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 REGULAR MEETING**  
**City of Dripping Springs**  
**Council Chambers, 511 Mercer St, Dripping Springs, TX**  
**Tuesday, October 13, 2020 at 6:00 PM**

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**MINUTES**

**MEETING SPECIFIC VIDEOCONFERENCE INFORMATION**

***Join Zoom Meeting***

<https://us02web.zoom.us/j/89599960858?pwd=cG9MNEE1S2ZiWDFBZVQrWFcrL1lzUT09>

***Meeting ID:*** 895 9996 0858

***Passcode:*** 039401

***Dial Toll Free:***

877 853 5257 US Toll-free

888 475 4499 US Toll-free

***Find your local number:*** <https://us02web.zoom.us/u/keajctNus4>

***Join by Skype for Business:*** <https://us02web.zoom.us/skype/89599960858>

**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
- Parks & Community Services Director Kelly Schmidt
- Communications Director Lisa Sullivan
- Emergency Management Coordinator Roman Baligad
- Public Works Coordinator Arron Reed
- TIRZ No. 1 & No. 2 Board Chair Dave Edwards
- TIRZ No. 1 & No. 2 Board Vice Chair Mim James

TIRZ Administrator Jon Snyder (P3Works, LLC)  
 Financial Advisor Chris Lane (SAMCO Capital)  
 Bond Counsel Richard Donoghue (McCall, Parkhurst & Horton, LLP)

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

## PROCLAMATIONS & PRESENTATIONS

- 1. Approval of a Proclamation declaring the Month of October 2020 as "National Chiropractic Health Month" in the City of Dripping Springs, Texas. Sponsor: Mayor Pro Tem Manassian**

Mayor Pro Tem Manassian read the Proclamation and presented it to Dr. Chae Tracy with Dripping Springs Family First Chiropractic. Dr. Tracy spoke of the importance of chiropractic health and thanked the City for their support.

A motion was made by Mayor Pro Tem Manassian to approve a Proclamation declaring the Month of October 2020 as "National Chiropractic Health Month" in the City of Dripping Springs, Texas. Council Member King seconded the motion which carried unanimously 5 to 0.

- 2. Presentation regarding Tax Reinvestment Zone No. 1 and No. 2 End of Fiscal Year 2020 Cost Reimbursement and Cash Flow Projections. Sponsor: Mayor Pro Tem Manassian**

Mim James introduced the item, and Jon Snyder, Chris Lane and Richard Donoghue gave a presentation which is on file.

## CONSENT AGENDA

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*meetings, it is intended that these items will be acted upon by the City Council with a single motion because no public hearing or determination is necessary. However, a City Council Member or citizen may request separate deliberation for a specific item, in which event those items will be removed from the consent agenda prior to the City Council voting on the consent agenda as a collective, singular item. Prior to voting on the consent agenda, the City Council may add additional items that are listed elsewhere on the same agenda.*

3. **Approval of the September 8, 2020 City Council & Board of Adjustment Workshop & Regular meeting minutes; and the September 15, 2020 City Council Regular meeting minutes.**
4. **Approval of the City Council & Board of Adjustment 2021 Annual Meeting Calendar.**
5. **Approval of a Resolution designating Dripping Springs Century News as the Official Newspaper of the City of Dripping Springs, Texas for Fiscal Year 2020-2021.**

**Filed as Resolution No. 2020-R43**

6. **Approval of the September 2020 City Treasurer Report.**
7. **Disapproval of a Preliminary Plat Amendment for SUB2020-0022: Preliminary Plat Amendment for Big Sky Ranch to add an additional 41 lots (211.4 acres) to the approved Preliminary Plat as addressed in staff report. The property is generally located at the intersection of Founders Park Road and Lone Peak Way. Applicant: Christopher Reid, P.E. Doucet & Associates, INC.**
8. **Approval of a Hotel Occupancy Tax Grant Funding Program Agreement between the City of Dripping Springs and the Dripping Springs Visitors Bureau for Fiscal Year 2021-2022.**
9. **Approval of the Hotel Occupancy Tax Grant Funding Program Agreement between the City of Dripping Springs and the Dr. Pound Historical Farmstead for Fiscal Year 2021-2022.**
10. **Approval of a Resolution Consenting to the Issuance of Road Bonds for the Headwaters Subdivision.**

**Filed as Resolution No. 2020-R44**

11. **Approval of a Resolution Accepting Improvements and Approving and Accepting a Maintenance Bond for Founders Park Road Street and Drainage Improvements.**

**Filed as Resolution No. 2020-R45**

12. **Approval of a Donation Agreement between the City of Dripping Springs and Denise Ranck regarding a Founders Park Memorial Bench with inlayed plaque honoring Rusty Ranck.**



13. **Approval of a Donation Agreement between the City of Dripping Springs and Girl Scout Silver Award Candidate Autumn Pape regarding renovations to Charro Ranch Park's Informational Kiosk.**
14. **Approval of a Donation Agreement between the City of Dripping Springs and North Hays County EMS for COVID-19 equipment.**
15. **Approval of a Resolution of the City of Dripping Springs Accepting Dripping Springs Ranch Park Dam Improvements and Approving a two-year maintenance bond for Ranch Park Dam Improvements completed by DigDug Construction.**

**Filed as Resolution No. 2020-R46**

16. **Approval of a Resolution Amending the Personnel Manual as it relates to a Telecommuting Policy.**

**Filed as Resolution No. 2020-R47**

17. **Approval of the Dripping Springs Ranch Park Part-time Ranch Hand job description.**

A motion was made by Council Member Crow to approve Consent Agenda Items 3 – 17. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

## **BUSINESS AGENDA**

18. **Public hearing and consideration regarding ZA2020-0006: an application for a Zoning Amendment to consider a proposed zoning map amendment with a Conditional Use Overlay for two (2) tracts generally located northwest of the intersection of Bluff Street and Hays Street, within the Hays Street Historic District. Tracts 1 and 2 are requesting to rezone from Two-Family Residential - Duplex (SF-4) to Single-Family Attached Residential - Town Home (SF-5). The Conditional Use Overlay would prohibit certain uses that are allowed by right in the SF-5. Applicant: Jon Thompson**

### **Applicant has requested Postponement**

Mayor Pro Tem Manassian recused from this item and enabled her camera.

- a) Presentation – no presentation given.*
- b) Staff Report – staff report is on file.*
- c) Public Hearing – no one spoke during the Public Hearing.*
- d) Zoning Amendment with Conditional Overlay*

A motion was made by Council Member Crow to postpone ZA2020-0006: an application for a Zoning Amendment to consider a proposed zoning map amendment with a Conditional Use Overlay for two (2) tracts generally located northwest of the intersection of Bluff Street and Hays Street, within the Hays Street Historic District until the applicant

properly re-notices, after which it may be placed on the City Council agenda. Council Member Harris-Allison seconded the motion which carried 4 – 0 – 1, with Mayor Pro Tem Manassian recused.

**19. Public hearing and consideration of approval regarding an Ordinance Amending the Dripping Springs City-Wide Trails Plan Map.**

*a) Staff Report*

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

*b) Public Hearing – no one spoke during the Public Hearing.*

*c) Amendment Ordinance*

A motion was made by Mayor Pro Tem Manassian to approve an Ordinance Amending the Dripping Springs City-Wide Trails Plan Map. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

**Filed as Ordinance No. 2020-52**

**20. Discuss and consider approval of a Resolution approving an updated Municipal Maintenance Agreement with the State of Texas for the maintenance of state highways in the city limits by the Texas Department of Transportation and the City of Dripping Springs.**

Aaron Reed presented the staff report which is on file. Staff recommends approval of the ordinance and agreement.

A motion was made by Council Member Crow to approve a Resolution approving an updated Municipal Maintenance Agreement with the State of Texas for the maintenance of state highways in the city limits by the Texas Department of Transportation and the City of Dripping Springs. Mayor Pro Tem Manassian seconded the motion which carried unanimously 5 to 0.

**Filed as Resolution No. 2020-R48**

**21. Discuss and consider the acceptance of Easement Offers related to the South Regional Water Reclamation Project.**

Via unanimous consent, this item was tabled until after Executive Session.

**22. Discuss and consider approval of an Ordinance Adopting the City of Dripping Springs Emergency Management Plan and related annexes and amending Section 2.04 of the City of Dripping Springs Code of Ordinances as it relates to the emergency management coordinator and the local emergency management plan.**

Roman Baligad gave a presentation which is on file. Staff recommends approval of the ordinance.

A motion was made by Council Member Harris-Allison to approve an Ordinance Adopting the City of Dripping Springs Emergency Management Plan and related annexes and amending Section 2.04 of the City of Dripping Springs Code of Ordinances as it relates to the emergency management coordinator and the local emergency management plan. Council Member King seconded the motion which carried unanimously 5 to 0.

**Filed as Ordinance No. 2020-53**

## REPORTS

*Reports of Staff, Boards, Commissions, Committees, Boards and Agencies. All reports are on file and available for review upon request.*

- 23. Transportation Committee Report**  
*Jim Martin, Interim Chair*
- 24. Economic Development Committee Monthly Report**  
*Kim Fernea, Committee Chair*
- 25. City Attorney Report**  
*Laura Mueller, City Attorney*
- 26. Maintenance & Facilities Monthly Report**  
*Craig Rice, Maintenance Director*
- 27. Parks & Community Services Monthly Report**  
*Kelly Schmidt, PCS Director*
- 28. City of Dripping Springs Annual International Dark Sky Community Report to the International Dark Sky Association.**  
*Michelle Fischer, City Administrator*

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney and 551.072, Deliberation of Real Property and regarding Executive Session Agenda Items 29 – 33. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

## EXECUTIVE SESSION AGENDA

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

- 29. Consultation with City Attorney regarding legal issues related to the Request for Proposals (RFP) for Improvements at the Triangle.** *Consultation with City Attorney, 551.071*

30. **Consultation with City Attorney regarding legal issues related to the Zoning Ordinance, Development Agreements, easements, and density of development.** *Consultation with Attorney, 551.071*
31. **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*
32. **Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders including upcoming city events.** *Consultation with City Attorney, 551.071*
33. **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*

The City Council met in Executive Session from 7:19 p.m. – 8:20 p.m. No vote or action was taken during Executive Session.

Mayor Foulds returned the meeting to Open Session at 8:21 p.m.

## OPEN SESSION

The City Council considered Business Agenda Item No. 21 in Open Session following the Executive Session.

21. **Discuss and consider the acceptance of Easement Offers related to the South Regional Water Reclamation Project.**

A motion was made by Mayor Pro Tem Manassian to give the Mayor and Deputy City Administrator the authority to offer improved easements or related agreements up to the appraisal amounts including payment of the appraised value. Council Member Crow seconded the motion which carried unanimously 3 to 0. Council Members Purcell and King were not present for this item.

## UPCOMING MEETINGS

### City Council Meetings:

October 20, 2020 at 6:00 p.m.  
 November 10, 2020 at 6:00 p.m.  
 November 17, 2020 at 6:00 p.m.

### Board, Commission & Committee Meetings

October 14, 2020 Utility Commission at 4:00 p.m.  
 October 15, 2020 Farmers Market Association Board at 10:00 a.m.  
 October 15, 2020 Emergency Management Commission at 12:00 p.m.  
 October 19, 2020 Founders Day Commission at 6:30 p.m.  
 October 26, 2020 Transportation Committee at 3:30 p.m.  
 October 27, 2020 Planning & Zoning Commission at 6:30 p.m.  
 October 28, 2020 Economic Development Committee at 4:00 p.m.

**ADJOURN**

A motion was made by Council Member Crow to adjourn the meeting. Mayor Pro Tem Manassian seconded the motion which carried unanimously 4 to 0. Council Member King was not present for adjournment.

This regular meeting adjourned at 8:23 p.m.

**APPROVED ON:** November 10, 2020

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Bill Foulds, J., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary



**CITY COUNCIL REGULAR MEETING**

**City of Dripping Springs**

**Council Chambers, 511 Mercer St, Dripping Springs, TX**

**Tuesday, October 20, 2020 at 6:00 PM**

**MINUTES**

**MEETING SPECIFIC VIDEOCONFERENCE INFORMATION**

***Join Zoom Meeting***

<https://us02web.zoom.us/j/81300841022?pwd=MkpHTXZCQVcyVzhsZ2lHSnFoY0Ridz09>

***Meeting ID:*** 813 0084 1022

***Passcode:*** 771426

***Dial Toll Free:***

877 853 5257 US Toll-free

888 475 4499 US Toll-free

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

***Join by Skype for Business:*** <https://us02web.zoom.us/skype/81300841022>

**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 Secretary Andrea Cunningham
- Senior Planner Amanda Padilla
- Communications Director Lisa Sullivan
- IT Coordinator Misty Dean
- Public Works Coordinator Aaron Reed
- Planning & Zoning Commission Members: Chair Mim James, Vice Chair Jim Martin, Roger Newman, Christian Bourguignon, John McIntosh, and Evelyn Strong
- Architectural Consultant Kennan Smith

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

## PLEDGE OF ALLEGIANCE

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

## PRESENTATION OF CITIZENS

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No one spoke during Presentation of Citizens.

## CONSENT AGENDA

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### **1. Approval of a Resolution Authorizing the Execution of an Advance Funding Agreement (AFA) with Texas Department of Transportation for a Transportation Alternatives Set-Aside (TASA) Project.**

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

### **Filed as Resolution No. 2020-49**

A motion was made by Council Member Crow 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 Business Agenda Items 2 – 4. Council Member King seconded the motion which carried unanimously 5 to 0.

The City Council met in Executive Session from 6:07 p.m. – 7:23 p.m. No vote or action was taken in Executive Session.

Mayor Foulds returned the meeting to Open Session at 7:25 p.m.

## BUSINESS AGENDA

### 2. 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.

Laura Mueller presented the staff report which is on file.

A motion was made by Mayor Pro Tem Manassian to table the consideration 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 to the November 10, 2020 Regular City Council meeting. Council Member King seconded the motion which carried unanimously 5 to 0.

### 3. Discuss and consider action on Reopening Plan for City Hall staff and for open meetings.

The City Council took no action on this item.

Mayor Foulds ordered that at this time, City Hall be open strictly for the review of Wastewater Permits.

### 4. Discuss and consider Options related to Development Density.

Amanda Padilla presented the item and her presentation documents are on file.

The City Council provided staff direction requesting that the following be taken into account for further discussion:

- Open Space vs. Density, including MUDs
- Using lot sizes to alleviate congestion in neighborhoods
- Balance of lot sizes in neighborhoods and use of varying lot sizes
- Updated development map to reflect the density using actual buildable lots, omitting the inclusion of open/green space and parks in the density equation

No action was taken on this item.

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney and 551.072, Deliberation of Real Property and regarding Executive Session Agenda Item 7. Council Member King seconded the motion which carried unanimously 5 – 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.*



5. **Consultation with City Attorney regarding legal issues related to Emergency Management, Disaster Declaration, and Emergency Orders.** *Consultation with City Attorney, 551.071*
6. **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*
7. **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*
8. **Consultation with City Attorney regarding legal issues related to the Zoning Ordinance, Development Agreements, easements, and density of development.** *Consultation with Attorney, 551.071*

The City Council met in Executive Session from 8:13 p.m. – 8:29 p.m. No vote or action was taken during Executive Session.

Mayor Foulds returned the meeting to Open Session at 8:29 p.m.

## UPCOMING MEETINGS

### City Council Meetings

November 10, 2020 at 6:00 p.m.

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

### Board, Commission & Committee Meetings

October 26, 2020 Transportation Committee at 3:30 p.m.

October 27, 2020 Planning & Zoning Commission at 6:30 p.m.

October 28, 2020 Economic Development Committee at 4:00 p.m.

November 2, 2020 Parks & Recreation Commission at 6:00 p.m.

November 4, 2020 DSRP Board at 12:00 p.m.

November 4, 2020 Utility Commission at 4:00 p.m.

November 5, 2020 Historic Preservation Commission at 4:00 p.m.

November 9, 2020 TIRZ No. 1 & No. 2 Board at 4:00 p.m.

November 9, 2020 Founders Day Commission at 6:30 p.m.

## ADJOURN

A motion was made by Mayor Pro Tem Manassian to adjourn the meeting. Council Member Harris-Allison seconded the motion which carried unanimously 3 to 0. Council Members Purcell and King were not present for adjournment.

This regular meeting adjourned at 8:30 p.m.

**APPROVED ON:** November 10, 2020

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Bill Foulds, J., Mayor

**ATTEST:**

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Andrea Cunningham, City Secretary



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

**Submitted By:** Andrea Cunningham, City Secretary

**Council Meeting Date:** November 10, 2020

**Agenda Item Wording:** **Approval of the City of Dripping Springs 2021 Meeting Calendar for City Council, and City Boards, Commissions and Committees.**

**Agenda Item Requestor:** NA

**Summary/Background:** Annually the City Secretary prepares the meeting calendars for the City Council, Boards, Commissions and Committees for approval by the City Council. Attached for approval is the City's 2021 meetings calendar.

**Commission Recommendations:** All calendars have been reviewed and approved by their respective meeting body or chair, with the exception of the Founders Day Commission who will reschedule their October 2021 meeting closer to the actual meeting date.

**Recommended Council Actions:** Staff recommends approval of the calendars.

**Attachments:**

1. 2021 City-wide meeting calendar
2. Individual meetings calendars

**Next Steps/Schedule:**

1. Update City website calendar
2. Update City meeting room calendar
3. Update and forward meeting invites for 2021 meetings to all members of the City Council, Boards, Commissions and Committees

# 2021

## City Council & BOA

### City Hall Closure, DSISD Break

#### JANUARY

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#### MARCH

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#### MAY

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#### JULY

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#### SEPTEMBER

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#### NOVEMBER

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#### FEBRUARY

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#### APRIL

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#### JUNE

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#### AUGUST

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#### OCTOBER

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#### DECEMBER

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#### January

- 12 - CC & BOA Workshop & Regular Meeting
- 19 - CC Regular Meeting

#### February

- 9 - CC & BOA Workshop & Regular Meeting
- 16 - CC Regular Meeting

#### March

- 9 - CC & BOA Workshop & Regular Meeting
- 16 - CC Regular Meeting

#### April

- 13 - CC & BOA Workshop & Regular Meeting
- 20 - CC Regular Meeting

#### May

- 11 - CC & BOA Workshop & Regular Meeting
- 18 - CC Regular Meeting

#### June

- 8 - CC & BOA Workshop & Regular Meeting
- 15 - CC Regular Meeting

#### July

- 13 - CC & BOA Workshop & Regular Meeting
- 20 - CC Regular Meeting

#### August

- 10 - CC & BOA Workshop & Regular Meeting
- 17 - CC Regular Meeting

#### September

- 14 - CC & BOA Workshop & Regular Meeting
- 21 - CC Regular Meeting

#### October

- 12 - CC & BOA Workshop & Regular Meeting
- 19 - CC Regular Meeting

#### November

- 9 - CC & BOA Workshop & Regular Meeting
- 16 - CC Regular Meeting

#### December

- 14 - CC & BOA Workshop & Regular Meeting
- 21 - CC Regular Meeting

# 2021

## DSRP Board

### City Hall Closure, DSISD Break

#### JANUARY

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#### MARCH

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#### MAY

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#### JULY

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#### SEPTEMBER

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#### NOVEMBER

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#### FEBRUARY

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#### APRIL

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#### JUNE

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#### AUGUST

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#### OCTOBER

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#### DECEMBER

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#### January

6 - DSRP Board @ 12:00 p.m.

#### February

3 - DSRP Board @ 12:00 p.m.

#### March

3 - DSRP Board @ 12:00 p.m.

#### April

7 - DSRP Board @ 12:00 p.m.

#### May

5 - DSRP Board @ 12:00 p.m.

#### June

2 - DSRP Board @ 12:00 p.m.

#### July

7 - DSRP Board @ 12:00 p.m.

#### August

4 - DSRP Board @ 12:00 p.m.

#### September

1 - DSRP Board @ 12:00 p.m.

#### October

6 - DSRP Board @ 12:00 p.m.

#### November

3 - DSRP Board @ 12:00 p.m.

#### December

1 - DSRP Board @ 12:00 p.m.

# 2021

## Economic Development Committee

### JANUARY

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### MARCH

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### JULY

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### SEPTEMBER

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### NOVEMBER

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### FEBRUARY

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### APRIL

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### JUNE

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### AUGUST

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### OCTOBER

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### DECEMBER

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### City Hall Closure, DSISD Break

#### January

27 - EDC @ 4:00 p.m.

#### February

24 - EDC @ 4:00 p.m.

#### March

24 - EDC @ 4:00 p.m.

#### April

28 - EDC @ 4:00 p.m.

#### May

26 - EDC @ 4:00 p.m.

#### June

23 - EDC @ 4:00 p.m.

#### July

28 - EDC @ 4:00 p.m.

#### August

25 - EDC @ 4:00 p.m.

#### September

22 - EDC @ 4:00 p.m.

#### October

27 - EDC @ 4:00 p.m.

#### November

17 - EDC @ 4:00 p.m.

#### December

13 - EDC @ 4:00 p.m.

# 2021

## Emergency Management Commission

### JANUARY

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### MARCH

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### MAY

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### JULY

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### SEPTEMBER

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### NOVEMBER

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### FEBRUARY

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### APRIL

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### JUNE

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### AUGUST

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### OCTOBER

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### DECEMBER

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### City Hall Closure, DSISD Break

#### January

21 - EMC @ 12:00 p.m.

#### February

18 - EMC @ 12:00 p.m.

#### March

18 - EMC @ 12:00 p.m.

#### April

15 - EMC @ 12:00 p.m.

#### May

20 - EMC @ 12:00 p.m.

#### June

17 - EMC @ 12:00 p.m.

#### July

15 - EMC @ 12:00 p.m.

#### August

19 - EMC @ 12:00 p.m.

#### September

16 - EMC @ 12:00 p.m.

#### October

21 - EMC @ 12:00 p.m.

#### November

18 - EMC @ 12:00 p.m.

#### December

16 - EMC @ 12:00 p.m.

# 2021

## Farmers Market Association Board

### JANUARY

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### MARCH

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### MAY

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### JULY

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### SEPTEMBER

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### NOVEMBER

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### FEBRUARY

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### APRIL

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### JUNE

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### AUGUST

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### OCTOBER

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### DECEMBER

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### City Hall Closure, DSISD Break

#### January

21 - FMB @ 10:00 a.m.

#### February

18 - FMB @ 10:00 a.m.

#### March

25 - FMB @ 10:00 a.m.

#### April

15 - FMB @ 10:00 a.m.

#### May

20 - FMB @ 10:00 a.m.

#### June

17 - FMB @ 10:00 a.m.

#### July

15 - FMB @ 10:00 a.m.

#### August

19 - FMB @ 10:00 a.m.

#### September

16 - FMB @ 10:00 a.m.

#### October

21 - FMB @ 10:00 a.m.

#### November

18 - FMB @ 10:00 a.m.

#### December

16 - FMB @ 10:00 a.m.



2021

## Founders Day Commission

## JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## MAY

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## JULY

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

## APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## City Hall Closure, DSISD Break

## January

11 - FDC @ 6:30 p.m.

25 - FDC @ 6:30 p.m.

## February

8 - FDC @ 6:30 p.m.

22 - FDC @ 6:30 p.m.

## March

8 - FDC @ 6:30 p.m.

22 - FDC @ 6:30 p.m.

## April

12 - FDC @ 6:30 p.m.

26 - FDC @ 6:30 p.m.

## May

10 - FDC @ 6:30 p.m.

## June

14 - FDC @ 6:30 p.m.

## July

12 - FDC @ 6:30 p.m.

## August

9 - FDC @ 6:30 p.m.

## September

13 - FDC @ 6:30 p.m.

## October

11 - FDC @ 6:30 p.m.

## November

8 - FDC @ 6:30 p.m.

## December

13 - FDC @ 6:30 p.m.

# 2021

## Historic Preservation Commission

### JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### MAY

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### JULY

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

### NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

### APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

### JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

### AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### City Hall Closure, DSISD Break

#### January

7 - HPC @ 4:00 p.m.

#### February

4 - HPC @ 4:00 p.m.

#### March

4 - HPC @ 4:00 p.m.

#### April

1 - HPC @ 4:00 p.m.

#### May

6 - HPC @ 4:00 p.m.

#### June

3 - HPC @ 4:00 p.m.

#### July

1 - HPC @ 4:00 p.m.

#### August

5 - HPC @ 4:00 p.m.

#### September

2 - HPC @ 4:00 p.m.

#### October

7 - HPC @ 4:00 p.m.

#### November

4 - HPC @ 4:00 p.m.

#### December

2 - HPC @ 4:00 p.m.

# 2021

## Parks & Recreation Commission

### JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### MAY

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### JULY

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

### NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

### APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

### AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### City Hall Closure, DSISD Break

#### January

4 - PRC @ 6:00 p.m.

#### February

1 - PRC @ 6:00 p.m.

#### March

1 - PRC @ 6:00 p.m.

#### April

5 - PRC @ 6:00 p.m.

#### May

3 - PRC @ 6:00 p.m.

#### June

7 - PRC @ 6:00 p.m.

#### July

6 - PRC @ 6:00 p.m.

#### August

2 - PRC @ 6:00 p.m.

#### September

7 - PRC @ 6:00 p.m.

#### October

4 - PRC @ 6:00 p.m.

#### November

1 - PRC @ 6:00 p.m.

#### December

6 - PRC @ 6:00 p.m.

# 2021

## Planning & Zoning Commission

### JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### MAY

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### JULY

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

### NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

### APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

### AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### City Hall Closure, DSISD Break

#### January

26 - PZC @ 6:30 p.m.

#### February

23 - PZC @ 6:30 p.m.

#### March

23 - PZC @ 6:30 p.m.

#### April

27 - PZC @ 6:30 p.m.

#### May

25 - PZC @ 6:30 p.m.

#### June

22 - PZC @ 6:30 p.m.

#### July

27 - PZC @ 6:30 p.m.

#### August

24 - PZC @ 6:30 p.m.

#### September

28 - PZC @ 6:30 p.m.

#### October

26 - PZC @ 6:30 p.m.

#### November

23 - PZC @ 6:30 p.m.

#### December

28 - PZC @ 6:30 p.m.

# 2021

## Transportation Committee

### JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### MAY

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### JULY

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

### NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

### APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

### AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### City Hall Closure, DSISD Break

#### January

25 - TC @ 3:30 p.m.

#### February

22 - TC @ 3:30 p.m.

#### March

22 - TC @ 3:30 p.m.

#### April

26 - TC @ 3:30 p.m.

#### May

24 - TC @ 3:30 p.m.

#### June

28 - TC @ 3:30 p.m.

#### July

26 - TC @ 3:30 p.m.

#### August

23 - TC @ 3:30 p.m.

#### September

27 - TC @ 3:30 p.m.

#### October

25 - TC @ 3:30 p.m.

#### November

15 - TC @ 3:30 p.m.

#### December

20 - TC @ 3:30 p.m.

# 2021

## TIRZ No. 1 & No. 2 Board

### JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

### MAY

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

### JULY

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

### NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

### FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

### APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

### JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

### AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

### DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

### City Hall Closure, DSISD Break

#### January

11 - TIRZ @ 4:00 p.m.

#### February

8 - TIRZ @ 4:00 p.m.

#### March

8 - TIRZ @ 4:00 p.m.

#### April

12 - TIRZ @ 4:00 p.m.

#### May

10 - TIRZ @ 4:00 p.m.

#### June

14 - TIRZ @ 4:00 p.m.

#### July

12 - TIRZ @ 4:00 p.m.

#### August

9 - TIRZ @ 4:00 p.m.

#### September

13 - TIRZ @ 4:00 p.m.

#### October

18 - TIRZ @ 4:00 p.m.

#### November

8 - TIRZ @ 4:00 p.m.

#### December

13 - TIRZ @ 4:00 p.m.

# 2021

## Utility Commission

### City Hall Closure, DSISD Break

#### JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

#### MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

#### MAY

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

#### JULY

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

#### SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

#### NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

#### FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

#### APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

#### JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

#### AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

#### OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

#### DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

#### January

13 - UC @ 4:00 p.m.

#### February

10 - UC @ 4:00 p.m.

#### March

10 - UC @ 4:00 p.m.

#### April

14 - UC @ 4:00 p.m.

#### May

12 - UC @ 4:00 p.m.

#### June

9 - UC @ 4:00 p.m.

#### July

14 - UC @ 4:00 p.m.

#### August

11 - UC @ 4:00 p.m.

#### September

8 - UC @ 4:00 p.m.

#### October

13 - UC @ 4:00 p.m.

#### November

10 - UC @ 4:00 p.m.

#### December

8 - UC @ 4:00 p.m.



## CITY OF DRIPPING SPRINGS 2021 CITY COUNCIL, BOARD, COMMISSION & COMMITTEE MEETING SCHEDULE

*Meeting are subject to change. Please check the City Website Calendar*

### *January*

January 4 at 6:00 p.m. - Parks & Recreation Commission  
 January 6 at 12:00 p.m. - Dripping Springs Ranch Park Board  
 January 7 at 4:00 p.m. - Historic Preservation Commission  
 January 11 at 4:00 p.m. - TIRZ No. 1 & No. 2 Board  
 January 11 at 6:30 p.m. - Founders Day Commission  
**January 12 at 6:00 p.m. - City Council & Board of Adjustment**  
 January 13 at 4:00 p.m. - Utility Commission  
**January 19 at 6:00 p.m. - City Council**  
 January 21 at 10:00 a.m. - Farmers Market Association Board  
 January 21 at 12:00 p.m. - Emergency Management Commission  
 January 25 at 3:30 p.m. - Transportation Committee  
 January 25 at 6:30 p.m. - Founders Day Commission  
 January 26 at 6:30 p.m. - Planning & Zoning Commission  
 January 27 at 4:00 p.m. - Economic Development Committee

### *March*

March 1 at 6:00 p.m. - Parks & Recreation Commission  
 March 3 at 12:00 p.m. - Dripping Springs Ranch Park Board  
 March 4 at 4:00 p.m. - Historic Preservation Commission  
 March 8 at 4:00 p.m. - TIRZ No. 1 & No. 2 Board  
 March 8 at 6:30 p.m. - Founders Day Commission  
**March 9 at 6:00 p.m. - City Council & Board of Adjustment**  
 March 10 at 4:00 p.m. - Utility Commission  
**March 16 at 6:00 p.m. - City Council**  
 March 18 at 12:00 p.m. - Emergency Management Commission  
 March 22 at 3:30 p.m. - Transportation Committee  
 March 22 at 6:30 p.m. - Founders Day Commission  
 March 23 at 6:30 p.m. - Planning & Zoning Commission  
 March 24 at 4:00 p.m. - Economic Development Committee  
 March 25 at 10:00 a.m. - Farmers Market Association Board

### *May*

May 3 at 6:00 p.m. - Parks & Recreation Commission  
 May 5 at 12:00 p.m. - Dripping Springs Ranch Park Board  
 May 6 at 4:00 p.m. - Historic Preservation Commission  
 May 10 at 4:00 p.m. - TIRZ No. 1 & No. 2 Board  
 May 10 at 6:30 p.m. - Founders Day Commission  
**May 11 at 6:00 p.m. - City Council & Board of Adjustment**  
 May 12 at 4:00 p.m. - Utility Commission  
**May 18 at 6:00 p.m. - City Council**  
 May 20 at 10:00 a.m. - Farmers Market Association Board  
 May 20 at 12:00 p.m. - Emergency Management Commission  
 May 24 at 3:30 p.m. - Transportation Committee  
 May 25 at 6:30 p.m. - Planning & Zoning Commission  
 May 26 at 4:00 p.m. - Economic Development Committee

### *July*

July 1 at 4:00 p.m. - Historic Preservation Commission  
 July 6 at 6:00 p.m. - Parks & Recreation Commission  
 July 7 at 12:00 p.m. - Dripping Springs Ranch Park Board  
 July 12 at 4:00 p.m. - TIRZ No. 1 & No. 2 Board  
 July 12 at 6:30 p.m. - Founders Day Commission  
**July 13 at 6:00 p.m. - City Council & Board of Adjustment**  
 July 14 at 4:00 p.m. - Utility Commission  
 July 15 at 10:00 a.m. - Farmers Market Association Board  
 July 15 at 12:00 p.m. - Emergency Management Commission  
**July 20 at 6:00 p.m. - City Council**  
 July 26 at 3:30 p.m. - Transportation Committee  
 July 27 at 6:30 p.m. - Planning & Zoning Commission  
 July 28 at 4:00 p.m. - Economic Development Committee

### *September*

September 1 at 12:00 p.m. - Dripping Springs Ranch Park Board  
 September 2 at 4:00 p.m. - Historic Preservation Commission  
 September 7 at 6:00 p.m. - Parks & Recreation Commission  
 September 8 at 4:00 p.m. - Utility Commission  
 September 13 at 4:00 p.m. - TIRZ No. 1 & No. 2 Board  
 September 13 at 6:30 p.m. - Founders Day Commission  
**September 14 at 6:00 p.m. - City Council & Board of Adjustment**  
 September 16 at 10:00 a.m. - Farmers Market Association Board  
 September 16 at 12:00 p.m. - Emergency Management Commission  
**September 21 at 6:00 p.m. - City Council**  
 September 22 at 4:00 p.m. - Economic Development Committee  
 September 27 at 3:30 p.m. - Transportation Committee  
 September 28 at 6:30 p.m. - Planning & Zoning Commission

### *November*

November 1 at 6:00 p.m. - Parks & Recreation Commission  
 November 3 at 12:00 p.m. - Dripping Springs Ranch Park Board  
 November 4 at 4:00 p.m. - Historic Preservation Commission  
 November 8 at 4:00 p.m. - TIRZ No. 1 & No. 2 Board  
 November 8 at 6:30 p.m. - Founders Day Commission  
**November 9 at 6:00 p.m. - City Council & Board of Adjustment**  
 November 10 at 4:00 p.m. - Utility Commission  
 November 15 at 3:30 p.m. - Transportation Committee  
**November 16 at 6:00 p.m. - City Council**  
 November 17 at 3:30 p.m. - Economic Development Committee  
 November 18 at 10:00 a.m. - Farmers Market Association Board  
 November 18 at 12:00 - Dripping Springs Ranch Park Board  
 November 23 at 6:30 p.m. - Planning & Zoning Commission

### *February*

February 1 at 6:00 p.m. - Parks & Recreation Commission  
 February 3 at 12:00 p.m. - Dripping Springs Ranch Park Board  
 February 4 at 4:00 p.m. - Historic Preservation Commission  
 February 8 at 4:00 p.m. - TIRZ No. 1 & No. 2 Board  
 February 8 at 6:30 p.m. - Founders Day Commission  
**February 9 at 6:00 p.m. - City Council & Board of Adjustment**  
 February 10 at 4:00 p.m. - Utility Commission  
**February 16 at 6:00 p.m. - City Council**  
 February 18 at 10:00 a.m. - Farmers Market Association Board  
 February 18 at 12:00 p.m. - Emergency Management Commission  
 February 22 at 3:30 p.m. - Transportation Committee  
 February 22 at 6:30 p.m. - Founders Day Commission  
 February 23 at 6:30 p.m. - Planning & Zoning Commission  
 February 24 at 4:00 p.m. - Economic Development Committee

### *April*

April 1 at 4:00 p.m. - Historic Preservation Commission  
 April 5 at 6:00 p.m. - Parks & Recreation Commission  
 April 7 at 12:00 p.m. - Dripping Springs Ranch Park Board  
 April 12 at 4:00 p.m. - TIRZ No. 1 & No. 2 Board  
 April 12 at 6:30 p.m. - Founders Day Commission  
**April 13 at 6:00 p.m. - City Council & Board of Adjustment**  
 April 14 at 4:00 p.m. - Utility Commission  
 April 15 at 10:00 a.m. - Farmers Market Association Board  
 April 15 at 12:00 p.m. - Emergency Management Commission  
**April 20 at 6:00 p.m. - City Council**  
 April 26 at 3:30 p.m. - Transportation Committee  
 April 26 at 6:30 p.m. - Founders Day Commission  
 April 27 at 6:30 p.m. - Planning & Zoning Commission  
 April 28 at 4:00 p.m. - Economic Development Committee

### *June*

June 2 at 12:00 p.m. - Dripping Springs Ranch Park Board  
 June 3 at 4:00 p.m. - Historic Preservation Commission  
 June 7 at 6:00 p.m. - Parks & Recreation Commission  
**June 8 at 6:00 p.m. - City Council & Board of Adjustment**  
 June 9 at 4:00 p.m. - Utility Commission  
 June 14 at 4:00 p.m. - TIRZ No. 1 & No. 2 Board  
 June 14 at 6:30 p.m. - Founders Day Commission  
**June 15 at 6:00 p.m. - City Council**  
 June 17 at 10:00 a.m. - Farmers Market Association Board  
 June 17 at 12:00 p.m. - Emergency Management Commission  
 June 22 at 6:30 p.m. - Planning & Zoning Commission  
 June 23 at 4:00 p.m. - Economic Development Committee  
 June 28 at 3:30 p.m. - Transportation Committee

### *August*

August 2 at 6:00 p.m. - Parks & Recreation Commission  
 August 4 at 12:00 p.m. - Dripping Springs Ranch Park Board  
 August 5 at 4:00 p.m. - Historic Preservation Commission  
 August 9 at 4:00 p.m. - TIRZ No. 1 & No. 2 Board  
 August 9 at 6:30 p.m. - Founders Day Commission  
**August 10 at 6:00 p.m. - City Council & Board of Adjustment**  
 August 11 at 4:00 p.m. - Utility Commission  
**August 17 at 6:00 p.m. - City Council**  
 August 19 at 10:00 a.m. - Farmers Market Association Board  
 August 19 at 12:00 p.m. - Emergency Management Commission  
 August 23 at 3:30 p.m. - Transportation Committee  
 August 24 at 6:30 p.m. - Planning & Zoning Commission  
 August 25 at 4:00 p.m. - Economic Development Committee

### *October*

October 4 at 6:00 p.m. - Parks & Recreation Commission  
 October 6 at 12:00 p.m. - Dripping Springs Ranch Park Board  
 October 7 at 4:00 p.m. - Historic Preservation Commission  
 October 11 at 6:30 p.m. - Founders Day Commission  
**October 12 at 6:00 p.m. - City Council & Board of Adjustment**  
 October 13 at 4:00 p.m. - Utility Commission  
 October 18 at 4:00 p.m. - TIRZ No. 1 & No. 2 Board  
**October 19 at 6:00 p.m. - City Council**  
 October 21 at 10:00 a.m. - Farmers Market Association Board  
 October 21 at 12:00 p.m. - Emergency Management Commission  
 October 25 at 3:30 p.m. - Transportation Committee  
 October 26 at 6:30 p.m. - Planning & Zoning Commission  
 October 27 at 4:00 p.m. - Economic Development Committee

### *December*

December 1 at 12:00 p.m. - Dripping Springs Ranch Park Board  
 December 2 at 4:00 p.m. - Historic Preservation Commission  
 December 6 at 6:00 p.m. - Parks & Recreation Commission  
 December 8 at 4:00 p.m. - Utility Commission  
 December 13 at 4:00 p.m. - TIRZ No. 1 & No. 2 Board  
 December 13 at 6:30 p.m. - Founders Day Commission  
**December 14 at 6:00 p.m. - City Council & Board of Adjustment**  
 December 15 at 4:00 p.m. - Economic Development Committee  
 December 16 at 10:00 a.m. - Farmers Market Association Board  
 December 16 at 12:00 p.m. - Emergency Management Commission  
 December 20 at 3:30 p.m. - Transportation Committee  
**December 21 at 6:00 p.m. - City Council**  
 December 28 at 6:30 p.m. - Planning & Zoning Commission





**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:** November 10, 2020

**Agenda Item Wording:** 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.

**Agenda Item Requestor:** SLF IV

**Summary/Background:** *The City entered into a Development Agreement with SLF IV for the Heritage development in November 2017. The Agreement allows for assignment if:*

*Assignment. In the event that Owner intends to convey any portion of or the entirety of the Property to another person or entity, this Agreement and the rights and obligations of Owner hereunder may be assigned by Owner to the proposed assignee, without the consent of the City, provided that the assignee assumes all of the assigned obligations of Owner hereunder and the assignee has provided Owner with a writing, certified by an officer with the authority to bind the assignee, stating that such assignee (i) does not owe delinquent taxes or fees to the City, (i) is not in material default (beyond any applicable notice and cure period) under any development agreement with City, and (iii) has the experience, expertise and the financial capacity and ability to perform the duties or obligations so assigned under this Agreement. In the event the proposed assignee is a home builder that is publicly traded and listed on the New York Stock Exchange and is a member of either the National Association of Home Builders or Texas Association of Home Builders, then the officer of such proposed assignee shall provide this information in the certification described in this paragraph in lieu of the requirements of item (iii), above. Owner shall provide the City sixty (60) days' prior written notice of any such assignment, and Owner shall provide the City with a copy of the writing described in this Section I 0.9. If the City has objections to such assignment pursuant to subsections (i) to (iii), above, the City shall provide written notice of such objections to the Owner within ten (10) days of receiving the assignment notice from Owner. Owner will not be released from its obligations under this Agreement if the City objects to such assignment as described above and such objections are not resolved by and between Owner and the City, provided, however the*

*City shall not unreasonably withhold Owner's release from its obligations under this Agreement.*

*Any assignment pursuant to this Section 10.9 must be in writing, specifically describe the Property being conveyed, set forth the assigned rights and obligations, and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City. Upon assignment pursuant to this Section 10.9 (and absent objection by City as provided for in this Section 10.9), Owner shall be released of any further obligations under this Agreement.*

*This Section 10.9 does not apply to any conveyance of any portion of the Property to any end-buyer of a fully developed and improved lot, or to a governmental entity, utility company or property owners association.*

SLF IV requested assignment under this agreement. The City Attorney in consultation with Dottie Palumbo from the Bojorquez Law Firm reviewed the documentation presented by SLF IV and their assignees. We requested additional information to confirm that both Trendmaker and M/I Homes were adequate assignees under the Agreement to take over the requirements. We have determined that the documentation is adequate and recommend the assignment as required by the Agreement.

**Commission  
Recommendations:**

N/A

**Recommended  
Council Actions:**

Approval of assignment.

**Attachments:**

Staff Report

Assignment Request

Additional documentation is available at City Hall if needed.

**Next Steps/Schedule:**

If assignment is approved, then documentation will be sent to the applicant. The assignment would not be effective until the two assignees actually own the requirement.

**CITY OF DRIPPING SPRINGS**

**RESOLUTION No. 2020-R\_\_\_**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS CONSENTING TO THE ASSIGNMENT OF ALL RIGHTS, INTERESTS, AND OBLIGATIONS OF SLF UNDER THE DEVELOPMENT AGREEMENT, THE OFFSITE ROAD AND TRAIL AGREEMENT, AND PID FINANCING AGREEMENT, TO M/I HOMES OF AUSTIN, LLC AND TRENDMAKER HOMES, INC.

**WHEREAS**, “M/I Homes of Austin, LLC, an Ohio limited liability company (“MI”) and Trendmaker Homes, Inc., a Texas corporation (“Trendmaker”) have each provided to SLF IV – Dripping Springs JV, L.P., a Texas limited partnership (“Assignor”) the certification described in Section 10.9 of that certain Annexation and Development Agreement by and among the City of Dripping Springs, Texas (the “City”), Assignor and BobWhite Investments, LP dated effective October 17, 2017 (the “Development Agreement”), the certification described in Section 8.5 of that certain Offsite Road and Trail Agreement by and between the City and Assignor dated effective October 17, 2017 (the “Offsite Road and Trail Agreement”), and a certification regarding each such party’s satisfaction of the requirements for the proposed assignment of Assignor’s rights, interests and obligations under the Heritage Public Improvement District Financing Agreement by and between the City and Assignor dated effective October 17, 2017 (the “PID Financing Agreement”), a copy of which certifications are attached hereto; and

**WHEREAS**, Assignor has notified the City that Assignor proposes to assign Assignor’s rights, interests and obligations under the Development Agreement, the Offsite Road and Trail Agreement, and PID Financing Agreement, to either: (a) MI and Trendmaker, as owners of undivided interests in the land currently owned by Assignor, or (b) MI, and that Assignor will notify the City at the closing of the sale as to whether the sale closed under option (a) or (b) above (such option that the Assignor notifies the City occurred at the closing being referred to herein as the “Assignee” and the “Assignments”); and

**WHEREAS**, The City has not objected to the Assignments as provided in Section 10.9 of the Development Agreement or Section 8.03 of the PID Financing Agreement. With respect to both option (a) and option (b) described in the immediately preceding paragraph (whichever occurs), the City hereby approves the Assignments and confirms that Assignee satisfies the requirements for assignment of the Development Agreement, the Offsite Road and Trail Agreement and the PID Financing Agreement (collectively, the “Agreements”) to Assignee and that Assignor will be released from its obligations under the Agreements upon the Assignments; and

**WHEREAS,** The undersigned acknowledges that the Assignments will only occur and be effective if and at such time as the closing of the sale to Assignee of the land owned by Assignor occurs, at which time the Assignments will be executed by Assignor and Assignee.”

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS THAT:**

1. The foregoing recitals are adopted as facts and are incorporated into this Resolution by reference as findings of fact as if expressly set forth herein.
2. The City Council hereby consents to the assignment of all rights, interests, and obligations of SLF IV – Dripping Springs JV, L.P., to M/I Homes of Austin, LLC and Trendmarker Homes, Inc. upon the completion of the sale of the property to M/I Homes of Austin, LLC and Trendmaker Homes, Inc.
3. The City Council hereby authorizes the City to execute the “City Approval of Assignments and Confirmation of Assignee Satisfaction of Requirements for Assignment of Development Agreement, PID Financing Agreement and Offsite Road and Trail Agreement”.
4. This Resolution shall take effect on the date each sale of the Land closes.
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 10<sup>th</sup> day of November 2020.**

**CITY OF DRIPPING SPRINGS:**

\_\_\_\_\_  
Bill Foulds, Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary

SLF IV – Dripping Springs JV, L.P.  
c/o Ankura Consulting Group, LLC  
1180 West Peachtree Street NW, Suite 550  
Atlanta, GA 30309

August 5, 2020

Via certified mail, return receipt requested and FedEx

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

City of Dripping Springs  
PO Box 384  
Dripping Springs, Texas 78620  
Attn: City Secretary

City of Dripping Springs  
511 Mercer Street  
Dripping Springs, Texas 78641  
Attn: City Administrator

Bojorquez Law Firm  
12325 Hymeadow Dr, Building 2, Suite 100  
Austin, Texas 78750  
Attn: Alan J. Bojorquez

Re: Assignment of all rights, interests, and obligations of SLF IV – Dripping Springs JV, L.P. (“SLF”) under the following: (1) Annexation and Development Agreement - Planned Development District No. 5: Heritage Subdivision, by and among SLF, the City of Dripping Springs, Texas (the “City”) and BobWhite Investments, LP, dated effective October 17, 2017 (the “Development Agreement”); (2) Heritage Public Improvement District Financing Agreement by and between the City and SLF dated effective October 17, 2017 (the “PID Financing Agreement”); and (3) Offsite Road and Trail Agreement by and between the City and SLF dated effective October 17, 2017 (the “Offsite Road and Trail Agreement”)

To whom it may concern:

SLF is the current owner of the property described in Exhibit A attached hereto (the “Land”) which is a portion of the Property/Land covered by the Development Agreement, the PID

Financing Agreement and the Offsite Road and Trail Agreement. M/I Homes of Austin, LLC, an Ohio limited liability company (“MI”), is under contract to purchase the Land from SLF, with an expected closing date to occur between October 29, 2020 and December 30, 2020. MI has informed SLF that Trendmaker Homes, Inc. (“Trendmaker”) may purchase the Land with MI as tenants in common, in which event MI and Trendmaker would each acquire undivided ownership interests in the Land.

SLF hereby notifies the City that SLF proposes to assign SLF’s rights, interests and obligations under the Development Agreement, the Offsite Road and Trail Agreement, and PID Financing Agreement, to either: (a) MI and Trendmaker, as owners of undivided interests in the Land, or (b) MI, and that SLF will notify the City at the closing of the sale as to whether the sale closed under option (a) or (b) above (such option that SLF notifies the City occurred at the closing being referred to herein as the “Assignee” and the “Assignments”).

The assignment provisions of the Development Agreement, the PID Financing Agreement, and the Offsite Road and Trail Agreement provide that the rights and obligations of SLF thereunder may be assigned by SLF, without the consent of the City, provided that the assignee assumes all of the assigned obligations of SLF and certain specified requirements are satisfied by the assignee.

Attached hereto as Exhibit B is a certification from each of MI and Trendmaker regarding each such party’s satisfaction of the requirements for assignment of the rights and obligations of SLF under the Development Agreement, the PID Financing Agreement, and the Offsite Road and Trail Agreement.

Section 10.9 of the Development Agreement and Section 8.03 of the PID Financing Agreement provide that if the City has objections to such assignment satisfying the specified requirements, the City shall provide written notice of such objections to SLF within ten (10) days of receiving the assignment notice from SLF.

SLF hereby requests that the City execute the enclosed City Approval of Assignments and Confirmation of Assignee Satisfaction of Requirements for Assignment of Development Agreement, PID Financing Agreement and Offsite Road and Trail Agreement with respect to the above-described assignments and provide SLF with an executed copy thereof within ten (10) days of the date hereof.

Pursuant to Section 10.9 of the Development Agreement, Section 8.03 of the PID Financing Agreement and Section 8.5 of the Offsite Road and Trail Agreement this letter constitutes the sixty (60) day prior written notice of the above-described assignments. However, the assignments described herein will only occur if and at such time as the closing of the sale of the Land to Assignee occurs. At the time of such closing, the parties will provide the City with notice that the closing of the sale of the Land and the assignments described herein have occurred, together with a copy of the assignment documents (which will provide that Assignee assumes all of the assigned obligations of SLF under the above-described agreements).

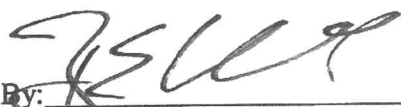
Sincerely,

**SLF IV – DRIPPING SPRINGS JV, L.P.,**  
a Texas limited partnership

By: SLF IV Property GP, LLC,  
a Texas limited liability company,  
its General Partner

By: Stratford Land Fund IV, L.P.,  
a Delaware limited partnership,  
its Co-Managing Member

By: SLF IV 2020 GP, LLC,  
a Texas limited liability company,  
its General Partner

  
By: \_\_\_\_\_  
Name: Robert E. Unell  
Title: Manager

cc: Allan Katz  
Maynard, Cooper & Gale, P.C.  
5949 Sherry Lane, Suite 850  
Dallas, Texas 75225  
(214) 239-2379  
[akatz@maynardcooper.com](mailto:akatz@maynardcooper.com)

{W0974486.4}

**Exhibit A**

Legal Description of the Land

(attached)



**TRACT 1:**

A DESCRIPTION OF 34.247 ACRES IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 34.29 ACRE TRACT CONVEYED TO JOHN MARCUS BAIRD BY DEED DATED JANUARY 13, 1993 AND RECORDED IN VOLUME 971, PAGE 116 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 34.247 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar found for the southeast corner of the said 34.29 acre tract, being also the northeast corner of a 10.11 acre tract described in Volume 3444, Page 347 of the Official Public Records of Hays County, Texas, and being in the west line of Tract 1 of the P.L. Turner Subdivision, a subdivision of Record in Volume 133, Page 444 of the Deed Records of Hays County, Texas;

**THENCE** with the south line of the 34.29 acre tract, being also the north line of the 10.11 acre tract, the following four (4) courses and distances:

1. South 81°14'08" West, a distance of 397.32 feet to a 1/2" rebar with Chaparral cap set;
2. South 84°24'01" West, a distance of 7.97 feet to a 1/2" rebar found;
3. South 85°19'17" West, a distance of 78.51 feet to a fence post found;
4. South 37°56'47" West, a distance of 97.35 feet to a 1/2" rebar found for the northwest corner of the 10.11 acre tract, being also the northeast corner of Lot 3 of Burrows Subdivision, a subdivision of record in Book 15, Page 69 of the Plat Records of Hays County, Texas;

**THENCE** with the south line of the 34.29 acre tract, being also the north line of Burrows Subdivision, the following four (4) courses and distances:

1. South 82°29'22" West, a distance of 88.75 feet to a nail found;
2. South 79°25'37" West, a distance of 76.64 feet to a nail found in a live oak for the northwest corner of Lot 3, being also the northeast corner of Lot 2;
3. South 81°55'21" West, a distance of 126.68 feet to a 1/2" rebar with a 3984 cap found for the northwest corner of Lot 2, being also the northeast corner of Lot 1;
4. South 81°56'23" West, a distance of 126.62 feet to a 1/2" rebar found for the northwest corner of Lot 1, being also the northeast corner of a 2.107 acre tract described in Volume 2840, Page 300 of the Official Public Records of Hays County, Texas;

**THENCE** continuing with the south line of the 34.29 acre tract, being also the north line of the 2.107 acre tract, the following two (2) courses and distances:

1. South 82°31'24" West, a distance of 142.51 feet to a nail found in a live oak;
2. South 81°27'49" West, a distance of 160.55 feet to a 1/2" rebar found for the northwest corner of the 2.107 acre tract, being also the northeast corner of Lot 1 of Sportsplex Subdivision No. 1, a subdivision of record in Book 7, Page 157 of the Plat Records of Hays County, Texas;

**THENCE** continuing with the south line of the 34.29 acre tract, being also the north line of Lot 1, the following two (2) courses and distances:

1. South 78°46'14" West, a distance of 283.22 feet to a 5/8" rebar found;

2. South  $87^{\circ}33'15''$  West, a distance of 75.24 feet a 1/2" rebar found for the northwest corner of Lot 1, being in the east line of Sportsplex Drive, described in Volume 784, Page 217 of the Deed Records of Hays County, Texas;

**THENCE** with the east line of Sportsplex Drive, crossing the 34.29 acre tract the following two (2) courses and distances:

1. With a curve to the left, having a radius of 309.60 feet, a delta angle of  $14^{\circ}55'01''$ , an arc length of 80.60 feet, and a chord which bears North  $67^{\circ}03'32''$  West, a distance of 80.38 feet to a calculated point;
2. North  $74^{\circ}27'23''$  West, a distance of 19.74 feet to a calculated point in the center of a road, being in the west line of the 34.29 acre tract;

**THENCE** with the west line of the 34.29 acre tract, 25' from and parallel to the east line of a 20.518 acre tract described in Volume 784, Page 210 of the Deed Records of Hays County, Texas, the following six (6) courses and distances:

1. North  $15^{\circ}32'13''$  East, a distance of 7.31 feet to a calculated point;
2. North  $14^{\circ}52'44''$  East, a distance of 170.09 feet to a calculated point;
3. North  $42^{\circ}12'50''$  East, a distance of 247.76 feet to a calculated point;
4. North  $34^{\circ}57'13''$  East, a distance of 299.47 feet to a calculated point;
5. North  $35^{\circ}47'18''$  East, a distance of 429.51 feet to a calculated point;
6. North  $43^{\circ}12'18''$  East, a distance of 469.74 feet to a 1/2" rebar with Chaparral cap set for the northwest corner of the 34.29 acre tract, from which a 1/2" rebar with Zamorra Warrick Associates cap found for the northeast corner of the 20.518 acre tract, bears South  $89^{\circ}12'58''$  West, a distance of 34.79 feet;

**THENCE** North  $89^{\circ}12'58''$  East, with the north line of the 34.29 acre tract, a distance of 764.65 feet to a 1/2" rebar found for the northeast corner of the 34.29 acre tract, being also in the west line of said Tract 1;

**THENCE** with the east line of the 34.29 acre tract, being also the west line of Tract 1, the following two (2) courses and distances:

1. South  $01^{\circ}00'24''$  West, a distance of 791.82 feet to a nail in a fence post found;
2. South  $01^{\circ}57'23''$  West, a distance of 240.27 feet to the **POINT OF BEGINNING**, containing 34.247 acres of land, more or less.

**TRACT 2:**

A DESCRIPTION OF 50.206 ACRES IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A TRACT CALLED THE EAST PART OF 152.47 ACRES CONVEYED TO JOHN MARCUS BAIRD BY GENERAL WARRANTY DEED DATED MAY 9, 1978 AND RECORDED IN VOLUME 310, PAGE 718 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAME BEING A PORTION OF A 152.47 ACRE TRACT CONVEYED TO EDNA EARL BAIRD BY DEED DATED FEBRUARY 19, 1937 AND RECORDED IN VOLUME 154, PAGE 59 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 50.206 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an axle found for the northeast corner of the said 152.47 acre tract, being an angle point in the south line of Tract 76 A-1, Replat of the Remainder of Tract 76A, Springlake and Subdivision of Reed Acreage, a subdivision of record in Book 9, Page 47 of the Plat Records of Hays County, Texas;

**THENCE** South 00°16'33" West, with the east line of the 152.47 acre tract, being a south line of said Tract 76 A-1, a distance of 70.71 feet to a fence post found for an angle point in the south line of Tract 76 A-1, for the northwest corner of a tract of land described in Volume 130, Page 231 of the Deed Records of Hays County, Texas;

**THENCE** South 02°57'28" West, with the east line of the 152.47 acre tract, and with the west line of a 2 acre tract described in Volume 130, Page 231, and Volume 1658, Page 147 of the Official Public Records of Hays County, Texas, a distance of 174.43 feet to fence post found for the southwest corner of the 2 acre tract, being also the northwest corner of Tract 1 of the P.L. Turner Subdivision, a subdivision of Record in Volume 133, Page 444 of the Deed Records of Hays County, Texas;

**THENCE** with the east line of the 152.47 acre tract, being the west line of Tract 1, with the fence, the following five (5) courses and distances:

1. South 02°48'03" West, a distance of 431.51 feet to a calculated point;
2. South 02°54'13" West, a distance of 484.14 feet to a calculated point;
3. South 02°03'04" West, a distance of 259.80 feet to a calculated point;
4. South 01°35'37" West, a distance of 300.57 feet to a calculated point;
5. South 01°07'29" West, a distance of 353.19 feet to a 1/2" rebar found for the northwest corner of a 34.29 acre tract described in Volume 971, Page 116 of the Deed Records of Hays County, Texas;

**THENCE** South 89°12'58" West, with the north line of the 34.29 acre tract, over and across the 152.47 acre tract, a distance of 764.65 feet to a 1/2" rebar with Chaparral cap set for the northwest corner of the 34.29 acre tract, being in the division line of the 152.47 acre tract described in Volume 310, Page 718 and Volume 310, Page 721 of the Deed Records of Hays County, Texas;

**THENCE** South 89°12'58" West, continuing across the 152.47 acre tract, with the said division line, a distance of 34.79 feet to a 1/2" rebar with Zamorra Warrick Associates cap found for the northwest corner of a 20.518 acre tract described in Volume 784, Page 210 of the Deed Records of Hays County, Texas;

**THENCE** South 89°12'49" West, with the north line of the 20.518 acre tract, with the said division line, a distance of 196.26 feet to a fence post found for the southeast corner of a 45.53 acre tract described in Volume 2953, Page 181 of the Official Public Records of Hays County, Texas;

**THENCE** with the east line of the 45.53 acre tract, with the said division line, crossing the 152.57 acre tract, the following four (4) courses and distances:

1. North 01°23'38" West, a distance of 440.21 feet to a 1/2" rebar with Carson Bush cap found;
2. North 00°57'16" West, a distance of 525.11 feet to a nail found at the base of a 13" and 14" live oak;
3. North 09°31'45" West, a distance of 154.92 feet to a 1/2" rebar with Chaparral cap set;
4. North 01°24'08" West, a distance of 484.34 feet to a 1/2" rebar found for the northeast corner of the 45.53 acre tract, being also the southeast corner of Lot 18 of Hidden Springs Ranch Section II, a subdivision of record in Book 14, Page 69 of the Plat Records of Hays County, Texas;

**THENCE** with the east line of Hidden Springs Ranch Section II, continuing with the said division line, crossing the 152.57 acre tract, the following five (5) courses and distances:

1. North 01°22'12" West, a distance of 155.30 feet to a nail found in concrete;
2. North 15°23'51" East, a distance of 18.43 feet to a 1/2" rebar found;

3. North 03°04'23" West, a distance of 27.45 feet to a 1/2" rebar with 4404 cap found for the northeast corner of Lot 18, being also the southeast corner of Lot 17;
4. North 02°18'43" West, a distance of 190.70 feet to a 1/2" rebar with 4542 cap found for the northeast corner of Lot 17, being also the southeast corner of Lot 14;
5. North 01°02'42" West, a distance of 50.06 feet to an axle found for an angle point in the north line of the 152.47 acre tract, being also the southwest corner of Tract 76 A-1;

**THENCE** North 87°50'05" East, with the north line of the 152.47 acre tract, being also the south line of Tract 76 A-1, a distance of 1141.82 feet to the **POINT OF BEGINNING**, containing 50.206 acres of land, more or less.

**TRACT 3:**

A DESCRIPTION OF 94.695 ACRES (APPROX. 4,124,910 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 119.7 ACRE TRACT CONVEYED TO NELSON M. DAVIDSON AND DORIS BREED DAVIDSON BY DEED DATED JUNE 23, 1952 AND RECORDED IN VOLUME 154, PAGE 290 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, P.L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 94.695 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2" rebar with 3984 cap found in the west line of Old Fredericksburg Road (right-of-way width varies), for the northeast corner of the Doris Breed Davidson Subdivision, a subdivision of record in Book 10, Page 395 of the Plat Records of Hays County, Texas;

**THENCE** North 01°30'02" West, with the west line of Old Fredericksburg Road, across Tract 1, a distance of 425.26 feet to a 1/2" rebar with Chaparral cap set for the **POINT OF BEGINNING**;

**THENCE** over and across Tract 1, the following four (4) courses and distances:

1. South 89°48'55" West, a distance of 259.27 feet to a 1/2" rebar with Chaparral cap set;
2. With a curve to the left, having a radius of 970.00 feet, a delta angle of 06°06'33", an arc length of 103.43 feet, and a chord which bears South 86°45'39" West, a distance of 103.38 feet to a 1/2" rebar with Chaparral cap set
3. South 38°42'22" West, a distance of 192.59 feet to a 1/2" rebar with Chaparral cap set;
4. South 00°43'30" West, a distance of 587.78 feet to a 1/2" rebar with Chaparral cap set in the north line of a 9.008 acre tract described in Volume 2102, Page 453 of the Official Public Records of Hays County, Texas, from which a 1/2" rebar with 3984 cap found in the north line of the 9.008 acre tract, for the southwest corner of the Doris Breed Davidson Subdivision, bears North 87°06'31" East, a distance of 205.48 feet;

**THENCE** South 87°06'31" West, with the north line of the 9.008 acre tract, continuing across Tract 1, a distance of 304.58 feet to a 1/2" rebar found for the northwest corner of the 9.008 acre tract;

**THENCE** South 07°58'13" West, with the west line of the 9.008 acre tract, continuing across Tract 1, a distance of 1318.37 feet to a nail in concrete found for the southwest corner of the 9.008 acre tract, being also in the north line of a 6.38 acre tract described in Volume 1489, Page 391 of the Official Public Records of Hays County, Texas, for an angle point in the east line of Tract 1;

**THENCE** South 13°58'09" West, with the east line of Tract 1, being also the west line of the 6.38 acre tract, a distance of 743.78 feet to a 1/2" rebar with 3984 cap found for the southeast corner of Tract 1, being also the southwest corner

of the 6.38 acre tract, and being in the north line of a 3.91 acre tract described in Volume 269, Page 226 of the Deed Records of Hays County, Texas;

**THENCE** South 88°04'18" West, with the south line of Tract 1, being also the north line of the 3.91 acre tract, a distance of 101.94 feet to a nail found in a 6" post for the northwest corner of the 3.91 acre tract, being also the apparent northeast corner of a 6 acre tract described in Volume 110, Page 563 of the Deed Records of Hays County, Texas;

**THENCE** North 89°32'58" West, with the south line of Tract 1, being also the apparent north line of the 6 acre tract, a distance of 152.30 feet to a fence post found for the apparent northwest corner of the 6 acre tract, and being a northeast corner of the 76.73 acre tract described in Volume 124, Page 515 of the Deed Records of Hays County, Texas;

**THENCE** South 89°52'25" West, with the south line of Tract 1, being also the north line of the 76.73 acre tract, distance of 311.97 feet to a fence post found for the southwest corner of Tract 1, being an angle point in the east line of the 76.73 acre tract;

**THENCE** North 01°40'35" East, with the west line of Tract 1, being also the east line of the 76.73 acre tract, a distance of 550.52 feet to a 1/2" rebar found for the northeast corner of the 76.73 acre tract, being also the southeast corner of a 10.11 acre tract described in Volume 3444, Page 347 of the Official Public Records of Hays County, Texas;

**THENCE** North 01°55'45" East, with the west line of Tract 1, being also the east line of the 10.11 acre tract, a distance of 660.61 feet to a 1/2" rebar found for the northeast corner of the 10.11 acre tract, being also the southeast corner of a 34.29 acre tract described in Volume 971, Page 116 of the Deed Records of Hays County, Texas;

**THENCE** with the west line of Tract 1, being also the east line of the 34.29 acre tract, the following two (2) courses and distances:

1. North 01°57'23" East, a distance of 240.27 feet to a nail in fence post found;
2. North 01°00'24" East, a distance of 791.82 feet to a 1/2" rebar found for the northeast corner of the 34.29 acre tract, being in the east line of a 152.47 acre tract described in Volume 310, Page 718 of the Deed Records of Hays County, Texas;

**THENCE** with the west line of Tract 1, being the east line of the 152.47 acre tract, with the fence, the following five (5) courses and distances:

1. North 01°07'29" East, a distance of 353.19 feet to a calculated point;
2. North 01°35'37" East, a distance of 300.57 feet to a calculated point;
3. North 02°03'04" East, a distance of 259.80 feet to a calculated point;
4. North 02°54'13" East, a distance of 484.14 feet to a calculated point;
5. North 02°48'03" East, a distance of 431.51 feet to a fence post found for the northwest corner of Tract 1, being the southwest corner of a 2 acre tract described in Volume 130, Page 231 of the Deed Records of Hays County, Texas;

**THENCE** North 86°52'58" East, with the north line of Tract 1, being also the south line of the 2 acre tract, a distance of 1245.48 feet to a fence post found for the northwest corner of a 7.749 acre tract described in Volume 374, Page 743 of the Deed Records of Hays County, Texas;

**THENCE** South 02°29'58" East, with the west line of the 7.749 acre tract, over and across Tract 1, a distance of 390.22 feet to a 1/2" iron pipe found for the southwest corner of the 7.749 acre tract, being also the northwest corner of a 1.50 acre tract described in Volume 207, Page 49 of the Deed Records of Hays County, Texas;

**THENCE** South 02°17'26" East, with the west line of the 1.50 acre tract, continuing across Tract 1, a distance of 208.99 feet to a 1/2" iron pipe found for the southwest corner of the 1.50 acre tract;

**THENCE** North 85°08'49" East, with the south line of the 1.50 acre tract, continuing across Tract 1, a distance of 104.25 feet to a 3/4" rebar found for an angle point in the east line of Tract 1, being also the northwest corner of a 1.00 acre tract described in Volume 1924, Page 385 of the Deed Records of Hays County, Texas, and being the northwest corner of the Turner Tract as shown on the plat of said P.L. Turner Subdivision;

**THENCE** South 02°05'28" East, with the east line of Tract 1, being also the west line of the 1.00 acre tract, the Turner Tract, a 1.00 acre tract described in Volume 275, Page 499 of the Deed Records of Hays County, Texas, and the west line of Tract 4 of said P.L. Turner Subdivision, a distance of 86.45 feet to a 1/2" rebar with Chaparral cap set, from which a fence corner at a 13" live oak for the southwest corner of the 1.00 acre tract, being also the southwest corner of Tract 4, and being in the north line of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas, bears South 02°05'28" East, a distance of 329.42 feet;

**THENCE** over and across Tract 1, the following eight (8) courses and distances:

1. South 87°52'26" West, a distance of 119.99 feet to a 1/2" rebar with Chaparral cap set;
2. South 02°07'34" East, a distance of 330.24 feet to a 1/2" rebar with Chaparral cap set;
3. South 87°52'26" West, a distance of 25.11 feet to a 1/2" rebar with Chaparral cap set;
4. South 02°07'34" East, a distance of 254.30 feet to a 1/2" rebar with Chaparral cap set;
5. With a curve to the left, having a radius of 25.00 feet, a delta angle of 91°03'12", an arc length of 39.73 feet, and a chord which bears South 47°39'11" East, a distance of 35.68 feet to a 1/2" rebar with Chaparral cap set;
6. With a curve to the right, having a radius of 1030.00 feet, a delta angle of 02°59'42", an arc length of 53.84 feet, and a chord which bears North 88°19'04" East, a distance of 53.84 feet to a 1/2" rebar with Chaparral cap set;
7. North 89°48'55" East, a distance of 40.73 feet to a 1/2" rebar with Chaparral cap set;
8. North 89°48'55" East, a distance of 217.16 feet to a 1/2" rebar with Chaparral cap set in the west right-of-way line of Old Fredericksburg Road, from which a 1/2" rebar found in the west right-of-way line of Old Fredericksburg Road, for the southeast corner of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas, bears North 01°30'02" West, a distance of 108.46 feet;

**THENCE** South 01°30'02" East, with the west right-of-way line of Old Fredericksburg Road, crossing Tract 1, a distance of 60.02 feet to the **POINT OF BEGINNING**, containing 94.695 acres of land, more or less.

#### **TRACT 4:**

A DESCRIPTION OF 8.119 ACRES (APPROX. 353,664 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 9.008 ACRE TRACT CONVEYED TO MICKEY DAVIDSON KROLL, NELSON M. DAVIDSON, JR., AND WIFE, BARBARA WATKINS DAVIDSON BY WARRANTY DEED WITH VENDOR'S LIEN DATED NOVEMBER 7, 2002 AND RECORDED IN VOLUME 2102, PAGE 453 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, P.L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 8.119 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2" rebar, being an angle point in the east line of the said 9.008 acre tract, being also the northeast corner of Tract 3 of the said P.L. Turner Subdivision, and being also the southwest corner of a 0.754 acre tract described in Volume 4258, Page 404 of the Official Public Records of Hays County, Texas, and being also the northwest corner of a 1 acre tract described in Volume 144, Page 563 of the Deed Records of Hays County, Texas, from which a 3/4" iron pipe found for the southeast corner of the 0.754 acre tract, being in the north line of the 1 acre tract, and being in the west line of Old Fredericksburg Road (right-of-way width varies), bears North 87°52'37" East, a distance of 216.79 feet;

**THENCE** South 87°35'26" West, with the common line of the 9.008 acre tract and Tract 3, a distance of 236.90 feet to a 1/2" rebar found for an angle point in the east line of the 9.008 acre tract, being also the northwest corner of Tract 3, for the **POINT OF BEGINNING**;

**THENCE** with the common line of the 9.008 acre tract and Tract 3, the following two (2) courses and distances:

1. South 15°43'23" West, a distance of 521.70 feet to a 1/2" rebar found at the northwest corner of a 3.59 acre tract out of Tract 3, described in Volume 4073, Page 818 of the Official Public Records of Hays County, Texas;
2. South 15°32'41" West, with the west line of the 3.59 acre tract, a distance of 499.23 feet to a 2" iron pipe found for an angle point in the east line of the 9.008 acre tract, being also the southwest corner of the 3.59 acre tract, being also the southwest corner of Tract 3, and being in the north line of a 2.07 acre tract described in Volume 178, Page 571 of the Deed Records of Hays County, Texas;

**THENCE** with the common line of the 9.008 acre tract and the 2.07 acre tract, the following two (2) courses and distances:

1. North 89°33'06" West, a distance of 183.84 feet to a 1/2" rebar found for an angle point in the east line of the 9.008 acre tract, for the northwest corner of the 2.07 acre tract;
2. South 09°15'30" West, a distance of 216.46 feet to a nail found in an 18" live oak for the southwest corner of the 2.07 acre tract, being also the southeast corner of the 9.008 acre tract, and being in the north line of a 6.39 acre tract described in Volume 1489, Page 391 of the Official Public Records of Hays County, Texas;

**THENCE** North 89°25'09" West, with the south line of the 9.008 acre tract, being also the north line of the 6.38 acre tract, a distance of 53.15 feet to a nail in concrete found for the southwest corner of the 9.008 acre tract;

**THENCE** North 07°58'13" East, with the west line of the 9.008 acre tract, crossing said Tract 1, a distance of 1318.37 feet to a 1/2" rebar found for the northwest corner of the 9.008 acre tract;

**THENCE** North 87°06'31" East, with the north line of the 9.008 acre tract, crossing said Tract 1, a distance of 304.58 feet to a 1/2" rebar with Chaparral cap set, from which a 1/2" rebar with 3984 cap found for the southwest corner of the Doris Breed Subdivision, a subdivision of record in Book 10, Page 395 of the Plat Records of Hays County, Texas, bears North 87°06'31" East, a distance of 205.48 feet;

**THENCE** over and across the 9.008 acre tract, the following two (2) courses and distances:

1. South 00°43'30" West, a distance of 129.06 feet to a 1/2" rebar with Chaparral cap set;
2. North 87°20'25" East, a distance of 61.68 feet to the **POINT OF BEGINNING**, containing 8.119 acres of land, more or less.

**Exhibit B**

Buyer Certifications

(attached)



### Certificate

Reference is hereby made to that certain: (i) Annexation and Development Agreement - Planned Development District No. 5: Heritage Subdivision, by and among SLF IV – Dripping Springs JV, L.P. (“SLF”), the City of Dripping Springs, Texas (the “City”) and BobWhite Investments, LP, dated effective October 17, 2017 (the “Development Agreement”); (ii) Heritage Public Improvement District Financing Agreement by and between the City and SLF dated effective October 17, 2017 (the “PID Financing Agreement”); and (iii) Offsite Road and Trail Agreement by and between the City and SLF dated effective October 17, 2017 (the “Offsite Road and Trail Agreement,” and together with the Development Agreement and the PID Financing Agreement, the “Agreements”).

SLF has contracted to sell a portion of the land (or an undivided interest therein) covered by the Agreements to M/I Homes of Austin, LLC, an Ohio limited liability company (“Assignee”), and in connection with such sale, to assign SLF’s interests in the Agreements to Assignee (individually, or as a tenant in common with Trendmaker Homes, Inc. as owners of undivided interests in such land).

In accordance with Section 10.9 of the Development Agreement, Section 8.5 of the Offsite Road and Trail Agreement, and Section 8.03 of the PID Financing Agreement, Assignee hereby certifies to SLF, as of the date hereof, as follows:

1. Assignee does not owe delinquent taxes or fees to the City;
2. Assignee is not in material default (beyond any applicable notice and cure period) under any development agreement with the City; and
3. Assignee has the experience, expertise and financial capacity and ability to perform the duties or obligations so assigned under each of the Agreements. Assignee is a home builder that is a wholly-owned subsidiary of a publicly traded company listed on the New York Stock Exchange.

By its execution below, Assignee confirms that the individual executing this Certificate on behalf of Assignee has been authorized to do so.

Executed by the undersigned and effective as of July 20, 2020.

**ASSIGNEE:**

**M/I HOMES OF AUSTIN, LLC**, an Ohio limited liability company

By: 

Name: William G. Peckman

Title: Area President

**Certificate**

Reference is hereby made to that certain: (i) Annexation and Development Agreement - Planned Development District No. 5: Heritage Subdivision, by and among SLF IV – Dripping Springs JV, L.P. (“SLF”), the City of Dripping Springs, Texas (the “City”) and BobWhite Investments, LP, dated effective October 17, 2017 (the “Development Agreement”); (ii) Heritage Public Improvement District Financing Agreement by and between the City and SLF dated effective October 17, 2017 (the “PID Financing Agreement”); and (iii) Offsite Road and Trail Agreement by and between the City and SLF dated effective October 17, 2017 (the “Offsite Road and Trail Agreement,” and together with the Development Agreement and the PID Financing Agreement, the “Agreements”).

SLF has contracted to sell a portion of the land (or an undivided interest therein) covered by the Agreements to M/I Homes of Austin, LLC, an Ohio limited liability company (“M/I”), and in connection with such sale, to assign SLF’s interests in the Agreements to M/I, individually, or as a tenant in common with Trendmaker Homes, Inc. (“Trendmaker”), as owners of undivided interests in such land.

In accordance with Section 10.9 of the Development Agreement, Section 8.5 of the Offsite Road and Trail Agreement, and Section 8.03 of the PID Financing Agreement, Trendmaker hereby certifies to SLF, as of the date hereof, as follows:

1. Trendmaker does not owe delinquent taxes or fees to the City;
2. Trendmaker is not in material default (beyond any applicable notice and cure period) under any development agreement with the City; and
3. Trendmaker has the experience, expertise and financial capacity and ability to perform the duties or obligations so assigned under each of the Agreements. Trendmaker is a home builder that is a wholly-owned subsidiary of a publicly traded company listed on the New York Stock Exchange.

By its execution below, Trendmaker confirms that the individual executing this Certificate on behalf of Trendmaker has been authorized to do so.

Executed by the undersigned and effective as of July 20, 2020.

**ASSIGNEE:**

**TRENDMAKER HOMES, INC.,**  
a Texas corporation

By: \_\_\_\_\_  
 Name: Bryan R. Harrel  
 Title: DP

City Approval of Assignments and Confirmation of Assignee Satisfaction of Requirements for Assignment of Development Agreement, PID Financing Agreement and Offsite Road and Trail Agreement

M/I Homes of Austin, LLC, an Ohio limited liability company (“MI”) and Trendmaker Homes, Inc., a Texas corporation (“Trendmaker”) have each provided to SLF IV – Dripping Springs JV, L.P., a Texas limited partnership (“Assignor”) the certification described in Section 10.9 of that certain Annexation and Development Agreement by and among the City of Dripping Springs, Texas (the “City”), Assignor and BobWhite Investments, LP dated effective October 17, 2017 (the “Development Agreement”), the certification described in Section 8.5 of that certain Offsite Road and Trail Agreement by and between the City and Assignor dated effective October 17, 2017 (the “Offsite Road and Trail Agreement”), and a certification regarding each such party’s satisfaction of the requirements for the proposed assignment of Assignor’s rights, interests and obligations under the Heritage Public Improvement District Financing Agreement by and between the City and Assignor dated effective October 17, 2017 (the “PID Financing Agreement”), a copy of which certifications are attached hereto.

Assignor has notified the City that Assignor proposes to assign Assignor’s rights, interests and obligations under the Development Agreement, the Offsite Road and Trail Agreement, and PID Financing Agreement, to either: (a) MI and Trendmaker, as owners of undivided interests in the land currently owned by Assignor, or (b) MI, and that Assignor will notify the City at the closing of the sale as to whether the sale closed under option (a) or (b) above (such option that the Assignor notifies the City occurred at the closing being referred to herein as the “Assignee” and the “Assignments”).

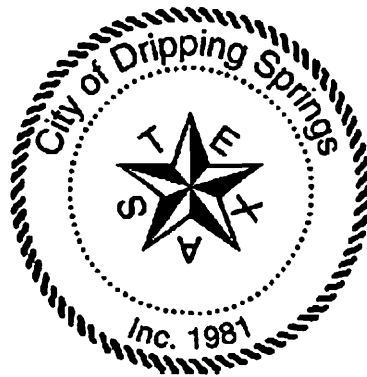
The City has not objected to the Assignments as provided in Section 10.9 of the Development Agreement or Section 8.03 of the PID Financing Agreement. With respect to both option (a) and option (b) described in the immediately preceding paragraph (whichever occurs), the City hereby approves the Assignments and confirms that Assignee satisfies the requirements for assignment of the Development Agreement, the Offsite Road and Trail Agreement and the PID Financing Agreement (collectively, the “Agreements”) to Assignee and that Assignor will be released from its obligations under the Agreements upon the Assignments. The undersigned acknowledges that the Assignments will only occur and be effective if and at such time as the closing of the sale to Assignee of the land owned by Assignor occurs, at which time the Assignments will be executed by Assignor and Assignee. By its execution below, the undersigned warrants that the individual executing this instrument on behalf of the City has been authorized to do so.

CITY OF DRIPPING SPRINGS, a Type A General-Law Municipality

By: \_\_\_\_\_
Title: \_\_\_\_\_
Name: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Secretary



Annexation and Development Agreement  
**PLANNED DEVELOPMENT DISTRICT NO. 5:  
HERITAGE SUBDIVISION**

Between the  
City of Dripping Springs, Texas  
&  
SLF IV – DRIPPING SPRINGS JV, L.P.  
and BOBWHITE INVESTMENTS, LP

Approved by the City Council on:  
October 17, 2017

**THE STATE OF TEXAS**

§

§

**COUNTY OF HAYS**

§

**THIS ANNEXATION AND DEVELOPMENT AGREEMENT** (this “Agreement”) is entered into pursuant to City of Dripping Springs Zoning Ordinance Volume 2, Article 15, Chapter 23, between the **CITY OF DRIPPING SPRINGS, TEXAS**, (“City”) and **SLF IV – DRIPPING SPRINGS JV, L.P.** (“SLF”) and **BOBWHITE INVESTMENTS, LP**, pertaining to the “Property” defined below. In this Agreement the City and Owner are sometimes individually referred to as a “Party” and collectively referred to as the “Parties”.

**WHEREAS**, the Owner is the owner of certain real property consisting of approximately 189 acres in Hays County, Texas, commonly known as the “Heritage Subdivision” and as more particularly identified and described in **Exhibit A** attached hereto; and

**WHEREAS**, the Owner submitted a Voluntary Petition for annexation on January 7, 2016, and Owner requested postponement of the public hearing, thereafter all requisite public notices have been given and public hearings have been held; and

**WHEREAS**, the Owner and City have negotiated this Annexation and Development Agreement pursuant to Section 212.172 of the Texas Local Government Code, and the Property has been annexed into the City limits by Ordinance No. 1803.91 on this same date; and

**WHEREAS**, the Owner has petitioned the City to create a public improvement district, which will cover the Property and will provide utility, roadway, drainage, parks, and related infrastructure to support the Property in a financially feasible manner in accordance with Texas Local Government Code Chapter 372 and any applicable state law

**WHEREAS**, the City has approved Resolution No. 2017-67, approving the Heritage PID Financing Agreement (“PID Finance Agreement”), which sets forth the terms and conditions for financing certain infrastructure; and

**WHEREAS**, the Owner of the Property intends that the Property will be subdivided by Owner, its affiliates, or their successors and assigns for development as a master-planned community that will include a mix of land uses together with parkland, utility, and roadway improvements; and

**WHEREAS**, the City Council has approved the Wastewater Service and Impact Fee Agreement and the Offsite Road and Trail Agreement on the same date as this Agreement, (together, the Additional Heritage Agreements); and

**WHEREAS**, the Owner has submitted an application to the City to rezone the Property to a Planned Development District; and

**WHEREAS**, the Planning and Zoning Commission recommended approval of the Planned Development District on September 26, 2017; and

**WHEREAS**, the City Council has reviewed the proposed Planned Development District and determined that it promotes the health, safety, and general welfare of the citizens of Dripping Springs and complies with the intent of the PDD-5 Zoning Ordinance No.1220.124, approved on this same date; and

**WHEREAS**, PDD-5, this Agreement, and the Additional Heritage Agreements set forth the agreements and the development standards that will be applicable to the Property, as well as other terms and conditions which will control development of the Property; and

**WHEREAS**, in reliance of the representations of Owner regarding the development of the Project, the City desires to enter into this Annexation and Development Agreement.

**NOW, THEREFORE, BY THIS AGREEMENT WITNESSETH** that, in consideration of the covenants and conditions set forth herein, the City and the Owner agree as follows:

### ARTICLE I. RECITALS

The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

### ARTICLE II. DEFINITIONS

- 2.1. **Agreement:** This contract between the City of Dripping Springs, Texas and Owner.
- 2.2. **Applicable Rules:** Shall have the meaning ascribed in Section 7.2 hereof.
- 2.3. **City:** The City of Dripping Springs, an incorporated Type A, General-Law municipality located in Hays County, Texas.
- 2.4. **City Administrator:** The chief administrative officer of the City of Dripping Springs, Texas. The term also includes the Deputy City Administrator and the City Administrator's designee.
- 2.5. **City Council:** The governing body of the City of Dripping Springs, Texas.
- 2.6. **City Engineer:** The person or firm designated by the City Council as the engineer for the City of Dripping Springs, Texas.
- 2.7. **Conceptual Plan:** The PD District Master Plan of the Project attached as **Exhibit B** to PDD-5 as it may be amended from time to time in accordance with PDD-5.
- 2.8. **County:** Hays County, Texas.
- 2.9. **District or PID:** The Heritage Public Improvement District, a public improvement district authorized pursuant to Chapter 372 of the Texas Local Government Code created on the Land on or about even with the date herewith.
- 2.9. **Effective Date:** The date upon which this Agreement is approved by the City.
- 2.10. **Escrow Agreement.** The agreement between SLF, the City and Corridor Title Company executed on the same date as this Agreement that provides for the Petition to Dissolve the District to be held in escrow.

- 2.11. Land (or Property):** Approximately 189 acres of land, in Hays County, Texas, more fully described on the attached **Exhibit A**.
- 2.12. Master Plan:** The master plan of the City, originally presented in 1984, as may be amended, modified, or supplemented by the City in conjunction with the Comprehensive Plan.
- 2.13. Offsite Road and Trail Agreement:** Agreement between the City of Dripping Springs and the Owner for offsite road and trail improvements described in Article IV of this Agreement.
- 2.14. Owner:** SLF IV-Dripping Springs JV, L.P., a Texas limited partnership, and BobWhite Investments, LP, a Texas limited partnership, and their successors and assigns as subsequent owners of any portion of the Property. BobWhite Investments, LP is not a party to and has no construction or funding obligations under the Offsite Road and Trail Agreement or the Wastewater Service and Impact Fee Agreement.
- 2.15. 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.
- 2.16. Project:** The Land, as it is intended to be developed by Owner, its affiliates, or their successors and assigns as a master-planned community that will include a mix of land uses together with parkland, utility, and roadway improvements.
- 2.17. PDD-5:** The Planned Development District ordinance adopted in conjunction with this Agreement that determines zoning and other requirements of the Land and Project, incorporated, herein, for all purposes.
- 2.18. Term:** This term has the meaning as set forth in Section 9.1 of this Agreement.
- 2.19. Water and Wastewater Infrastructure:** Collectively, the water and wastewater infrastructure described in the Water Service Agreement and the Wastewater Service and Impact Fee Agreement.
- 2.20. Wastewater Service and Impact Fee Agreement:** The Wastewater Service and Impact Fee Agreement between City of Dripping Springs and Owner executed on the same date as this Agreement.

### ARTICLE III. GENERAL PROVISIONS

- 3.1 Definitions.** Capitalized terms used herein and not otherwise defined above shall have the meaning ascribed to them in PDD-5.
- 3.2 Minor Changes.** Minor changes may be made to this Agreement by Owner and the City's Administrator without action of the City Council or Planning & Zoning Commission. Any dispute between the Owner and Administrator regarding whether or not a change is a "minor change" shall be referred to the Planning & Zoning Commission for recommendation and the City Council for approval. The City Council's action on any such dispute will be final and binding on the parties.
- 3.3 Amendments.** Amendments or changes to this Agreement, the PDD-5, or PD Master Plan



shall not be considered a waiver of rights that have accrued under Chapter 245 of the Texas Local Government Code as long as (i) the Project remains the same “project,” and (ii) Owner is making progress toward the completion of the Project, each in accordance with the provisions of Chapter 245 of the Texas Local Government Code.

- 3.4 Project Phasing.** The Project may be developed in phases. The calculation of overall impervious cover, parkland requirements, and number of Dwelling Units shall be provided to the City with each phase. Each plat filed with the City shall contain a chart indicating the amount of impervious cover, Dwelling Units, and parkland required for the entire Property, the amount associated with prior platted areas, and the amount associated with the area subject to such plat.
- 3.5 Annexation and Development.** The City and the Owner hereby acknowledge that this Agreement meets the requirements of Section 212.172 of the Texas Local Government Code and the annexation of the Property is valid pursuant to Ordinance No. 1803.91.

#### ARTICLE IV. OFFSITE ROAD AND TRAIL AGREEMENT

- 4.1 Offsite Road.** Construction of the offsite section of the Roger Hanks roadway extension from the west property line of the Property to match up with the portion of the Roger Hanks roadway extension being constructed by the Dripping Springs Independent School District (“DSISD”), that will provide a continuous roadway from the Property to US 290 or deposit of funds with the City is addressed in the Offsite Road and Trail Agreement, as the same may be amended from time to time.
- 4.2 Offsite Trail.** Construction of the offsite trail extension from the Property to Mercer Street in a location mutually agreed upon with the City or deposit of funds with the City is addressed in the Offsite Road and Trail Agreement, as the same may be amended from time to time.
- 4.3 Impact Fees.** Due to Owner’s funding participation in the Offsite Road pursuant to the Offsite Road and Trail Agreement, Owner and the Property shall not be subject to a future roadway facility impact fees that may be assessed as allowed by Chapter 395 of the Texas Local Government Code.

#### ARTICLE V. WATER, WASTEWATER, WELLS; WATER CONSERVATION PLAN

- 5.1 Water.** The Nonstandard Water Service Agreement between the Dripping Springs Water Supply Corporation and Owner dated July 16, 2016, addresses water service for the Project.
- 5.2 Wastewater.** Wastewater shall be provided in accordance with the Wastewater Service and Impact Fee Agreement between the City and Owner, executed on the same date as this Agreement.
- 5.3 Water Reuse Ordinance.** Due to Owner’s funding participation in the effluent transmission line pursuant to the Wastewater Service and Impact Fee Agreement, Owner and the Property shall not be subject to the reuse fees or charges otherwise applicable to

developments, including any fees or charges for contribution for reuse infrastructure construction under the City's Water Reuse Ordinance.

## ARTICLE VI. DEVELOPMENT STANDARDS

- 6.1 Architecture.** All architecture shall comply with PDD-5 and the Applicable Rules.
- 6.2 Design Review and Enforcement.** A Master Homeowners Association shall be created and maintained for the Project, as provided in PDD-5.

## ARTICLE VII. APPLICABLE RULES & REGULATIONS

- 7.1 Intent.** This Agreement and the PDD-5 authorize certain Property uses and development on the Property, provide for the uniform review and approval of plats and development plans for the Property; and provide exceptions or variances to certain ordinances. It is the intent of the City and Owner that these development rights that have accrued pursuant to Chapter 245 of the Texas Local Government Code include the character of land uses and the development of the Property in accordance with the standards and criteria set forth in this Agreement, the Applicable Rules, and PDD-5, as modified in accordance with the exceptions set forth in this Agreement and PDD-5.
- 7.2 Applicable Rules.** Each application for a City Permit including a Site Plan that may be filed with the City for the Project shall comply with and shall be reviewed, processed, and approved only in accordance with the terms of the ordinances that were enacted on or before the Effective Date of this Agreement, except as modified by this Agreement or PDD-5, subject to the exceptions set forth below. The provisions of this Section shall not apply to the following types of City ordinances, rules, and regulations:
- (a) Uniform building, fire, electrical, plumbing, or mechanical codes of the type typically found in the City Code, and amendments to the Code;
  - (b) Ordinances and regulations for utility connections (other than with regard to utility capacity commitments described in any wastewater service agreement for the Project);
  - (c) Ordinances and regulations to prevent the imminent destruction of property or injury to persons;
  - (d) Fees imposed in conjunction with development permits (this provision does not apply to impact fees, unless impact fees are updated or amended and are required to be assessed to the Property as required by Chapter 395 of the Texas Local Government Code);
  - (e) Regulations to prevent imminent destruction of property or injury to persons from flooding that are effective only within a flood plain established by a federal flood control program and enacted to prevent the flooding of buildings intended for public occupancy;
  - (f) Construction standards for public works located on public lands or easements. City Construction Standards (as defined in the Offsite Road and Trail Agreement) on the

effective date of the Offsite Road and Trail Agreement shall apply to the construction of the Offsite Road and Offsite Trail; and

- (g) Regulations to prevent the imminent destruction of property or injury to persons if the regulations do not affect landscaping or tree preservation, open space or park dedication, lot size, lot dimensions, lot coverage, building size, residential or commercial density, or the timing of a project.

Permit applications subject to (a), through (g) above shall be evaluated according to ordinances in effect at the time of application for the individual permit. However, Owner and City may agree that the applicable submission for a permit or approval be evaluated in accordance with the requirements of a subsequent City ordinance, regulation, or rule.

### 7.3. Owner's Right to Continue Development.

7.3.1 In consideration of Owner's agreements hereunder, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose:

- (a) any moratorium on building or development within the Property; or
- (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, building permits, certificates of occupancy, or other necessary approvals within the Property.

7.3.2 The preceding subsection does not apply to any temporary moratoriums uniformly imposed throughout the City due to an emergency constituting an imminent threat to public health or safety, provided that such moratorium will continue only during the duration of the emergency.

7.4. **Approvals.** The City agrees that preliminary plats, final subdivision plats, and construction documents submitted in accordance with this Agreement will be reviewed and processed in accordance with the Code in effect on the Effective Date hereof as modified by this Agreement, the PDD-5, and the Additional Heritage Agreements (as may be applicable.)

7.4.1 Construction plans consistent with the Code as modified by this Agreement and the PDD-5 can be approved prior to approval of a final plat.

7.4.2 The approval of the preliminary plat of all or a portion of the Property shall expire twelve (12) months after the City's approval unless:

- (a) A corresponding final plat on the Property (or a portion of the Property) approved on the preliminary plat is filed; or
- (b) An extension is granted by the City.

7.4.3 Variations from the Code that are part of PDD-5 are detailed in **Attachment A and Exhibits A-I** of PDD-5, and constitute the approval of development standards and the approval of variances or exceptions from conflicting provisions of the Code.

75 **Conceptual Plan.** The City confirms that the Conceptual Plan in **Exhibit B to PDD-5**

complies with the City's Master Plan, Comprehensive Plan, and the Sustainable Places Project and that the Conceptual Plan and all land uses and density have been approved and recommended by all requisite City departments, boards, and commissions through review of PDD-5.

- 76 Fiscal Security for Improvements and Plat Approval.** Prior to approval of any final plat for recordation, public improvements serving the subdivision shall be either constructed and approved for acceptance by the City or security shall be posted to secure the completion of the public improvements in accordance with Texas Government Code Chapter 2253, Public Work Performance and Payment Bonds.. Owner or Owner's contractor shall furnish a two (2) year maintenance bond upon acceptance of the public improvements. All bonds required or permitted anywhere in this agreement must be from issuers and in forms reasonably acceptable to the City.
- 77 Payment of Costs.** Except as otherwise provided herein, Owner shall pay 100% of the cost incurred by such Owner for all public and private improvements constructed by such Owner (including 100% of all cost overruns of public and private improvements) and shall not seek reimbursement from the City unless authorized in the PID Finance Agreement, the Additional Heritage Agreements or any other agreement between Owner and the City.

#### ARTICLE VIII. ADDITIONAL MATTERS

- 81 Amenity Center.** Owner shall apply for a Building Permit for the construction of an Amenity Center during the second phase of the Project. Construction of the Amenity Center shall be complete within twelve (12) months of the approval of the Building Permit by the City.
- 82 Lighting and Signage.** All illumination for street lighting, signage, security, exterior, landscaping, and decorative facilities for the Project shall comply with Article 24.06 of the City's Code of Ordinances ("**Outdoor Lighting Ordinance**"), as may be amended, from time to time. To the extent any portion of the Agreement conflicts or is inconsistent with the Outdoor Lighting Ordinance, the Outdoor Lighting Ordinance shall control. The Owner, homeowners, end users and/or a Property Owner Association will be required to operate and maintain the lighting within the Project according to the Applicable Rules. Owner agrees that the CCR's for the Project shall reinforce this provision and be applied to all construction and builders.
- 83 Fire Services.** Owner understands that the City does not currently provide fire protection services. Fire protection services are provided by the Hays County Emergency Services District No. 6.
- 84 Tree Protection:** It is hereby acknowledged that the Project is protected by the tree protections provided in Article 28.06, Landscaping and Tree Preservation, of Chapter 28, Subdivisions and Site Development of the City of Dripping Springs City Code, in effect on the date of execution hereof, and as provided for in Exhibit G, PD Code Modifications Chart, to PDD 5.

**85 Annexation/Zoning:**

**851 Timing for Annexation:** Once this Agreement is approved and signed by all parties, Owner hereby agrees that this Agreement is a valid and legally sufficient request to extend the city limits of the City (i.e., incorporated municipal boundary) to cover the Land. If required (and at the City's request), any and all issues regarding Owner's liability for ad valorem taxes following annexation by the City may be addressed by separate agreement.

**852 Land Uses:** Upon the annexation of the Land located within the Project, the City has initiated the zoning process for such Land. The property within the Project will be zoned PDD-5, consistent with the land uses set forth in PDD-5 and its exhibits.

**86 Public Improvement District:** With approval of this Agreement and per the Owner's request, the City will create the District, pursuant to Local Government Code, Chapter 372. The boundaries of the District will correlate with the boundaries of the Property. The City expects to use its legislative discretion to issue special revenue bonds (in one or more series, some of which may occur at the same time) secured by special assessments levied on the Property in the District to reimburse certain public improvements in the District. Such public improvements will be more particularly described in the Service and Assessment Plan. The PID Finance Agreement shall provide the method of reimbursement for the public improvements and shall control over any inconsistent provision in this Agreement.

**87 Dissolution.** Pursuant to the PID Finance Agreement, SLF has executed a Petition to Dissolve the District and has placed such Petition to Dissolve the District in escrow pursuant to the Escrow Agreement on the terms set forth in the PID Finance Agreement. The Escrow Agreement provides that in the event that the City does not levy special assessments within seven (7) years from the effective date of the PID Finance Agreement (having made reasonable efforts to do so in accordance with the requirements of the PID Finance Agreement), then the City may provide notice and Escrow Agent shall release the Petition to Dissolve the District to the City thirty (30) days after receipt of such notice. In the event the City has not made reasonable efforts (in accordance with the requirements of the PID Finance Agreement) to levy special assessments within seven (7) years from the effective date of the PID Finance Agreement, Escrow Agent shall continue to hold the Petition to Dissolve the District in escrow until such time as SLF and City have mutually agreed that the Petition to Dissolve the District shall be released.

## ARTICLE IX. TERM AND AMENDMENT

**9.1 Term.** The term of this Agreement will commence on the Effective Date (as defined in Section 2.10) and continue for forty-five (45) years, unless terminated on an earlier date by written agreement of the City and Owner.

**9.2 Amendment by Agreement.** This Agreement may be amended as to all or part of the Property at any time by the mutual written consent of (1) the City and (2) the Owner(s) at the time of such amendment of only the portion of the Property affected by the amendment.

An amendment to this Agreement which requires City Council approval may only be approved by an affirmative vote of at least three (3) of the five (5) members of the City Council.

### **9.3 Binding Effect.**

**9.3.1** Except as otherwise expressly provided herein, this Agreement shall run with the land, and shall be binding upon and inure to the benefit of the City and Owner and each subsequent owner of all or any portion of the Property.

**9.3.2** If there are multiple owners of the Property, then the rights and obligations of each owner will be several, not joint, and one (1) Owner will not be liable for the nonperformance of another Owner. In the case of nonperformance by one Owner, the City may pursue all remedies against that nonperforming Owner as a result of that nonperformance unless and to the limited extent that such nonperformance pertains to a City requirement that also is necessary for the performing Owner's portion of the Property, which performing Owner may also pursue remedies against the nonperforming Owner.

**9.3.3** Upon sale, transfer, or conveyance of all or portions of the Property by the Owner thereof (the owner of each portion of the Property called "Owner" of such portion in this subsection), the duties and obligations of the Owner, as it relates to the transferred Property, shall be assumed by the new Owner and the transferring Owner shall have no further liability under this Agreement or the PDD-5 Zoning Ordinance relating to such transferred Property.

### **9.4 Cooperation.**

**9.4.1** The City and Owner shall cooperate with each other as reasonable and necessary to carry out the intent of this Agreement, including but not limited to the execution of such further documents as may be reasonably required.

**9.4.2** The City agrees to cooperate with Owner at Owner's expense in connection with any waivers, permits, or approvals Owner may need or desire from Hays County, the TCEQ, the Texas Department of Transportation, FEMA, or any other regulatory authority in order to develop the Project in accordance herewith.

**9.4.3** In the event of any non-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Owner and the City agree to cooperate in the defense of such suit or claim to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the City Council, to the extent such budgetary appropriations are required by the Texas Constitution. SLF shall defend, hold harmless and indemnify the City for any litigation expenses; including court costs and attorney's fees, related to defense of this Agreement, unless and until the Parties agree that no further efforts are reasonably required to resolve such suit or claim. In the event Owner conveys the entirety of the Property, the purchaser of the entirety of Property that assumes the rights and obligations of Owner pursuant to Section 10.9 of this Agreement shall indemnify the City pursuant to this Section

9.4.3., and SLF shall be relieved of its indemnification obligations pursuant to this Section 9.4.3. In the event Owner conveys less than the entirety of the Property, SLF shall indemnify the City pursuant to this Section 9.4.3. The filing of any non-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. **This subsection provides for cooperation in the defense against claims of non-parties including purported third-party beneficiaries of this Agreement, but there are no legitimate third-party beneficiaries except as stated in Section 10.5.**

## ARTICLE X. MISCELLANEOUS PROVISIONS

- 10.1 Necessary Documents & Actions.** Each party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary to effectuate the purposes and intent of this Agreement.
- 10.2 Severability.** In case one or more provisions contained herein are deemed invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and in such event, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, unless the remainder of this agreement would be impossible or impractical to perform without the invalid or unenforceable provision.
- 10.3 Applicable Law.** This Agreement shall be construed under and in accordance with the laws of The State of Texas.
- 10.4 Venue.** All obligations of the parties created hereunder are performable in Hays County, Texas, and venue for any action arising hereunder shall be in Hays County.
- 10.5 No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto (and their respective successors and assigns, and, to the extent expressly provided in Section 10.11 below, past, present and future officials, officers, employees, representatives, and other agents of the City), any rights, benefits, or remedies under or by reason of this Agreement.
- 10.6 Reservation of Rights.** To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws, but in any event, subject to any City governmental immunity under applicable law, each party shall have the ability to enforce this Agreement in accordance with its terms.
- 10.7 Exactions Roughly Proportionate.** Owner hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Texas Local Government Code, arising out of this Agreement. Both Owner and the City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement and PDD-

5 and from any obligation to perform a takings impact assessment under the Texas Private Real Property Rights Act, Texas Government Code Chapter 2007 as the same may apply to this Agreement, the Land, and the Project. Owner further acknowledges that the benefits of platting and master planning have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and Owner acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. Notwithstanding the foregoing, Owner does not waive any of its rights or claims with respect to any future requests or exactions from the City not covered or determined by this Agreement, the Offsite Road and Trail Agreement, or PDD-5.

**10.8 Termination.** This Agreement, except for the Defense, Indemnity and Insurance provisions may be terminated by express written Agreement executed by City and Owner. In the event this Agreement is terminated by mutual Agreement of the Parties, the Parties shall promptly execute and file of record in the Official Public Records of HAYS COUNTY, Texas, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurs.

**10.9 Assignment.** In the event that Owner intends to convey any portion of or the entirety of the Property to another person or entity, this Agreement and the rights and obligations of Owner hereunder may be assigned by Owner to the proposed assignee, without the consent of the City, provided that the assignee assumes all of the assigned obligations of Owner hereunder and the assignee has provided Owner with a writing, certified by an officer with the authority to bind the assignee, stating that such assignee (i) does not owe delinquent taxes or fees to the City, (ii) is not in material default (beyond any applicable notice and cure period) under any development agreement with City, and (iii) has the experience, expertise and the financial capacity and ability to perform the duties or obligations so assigned under this Agreement. In the event the proposed assignee is a home builder that is publicly traded and listed on the New York Stock Exchange and is a member of either the National Association of Home Builders or Texas Association of Home Builders, then the officer of such proposed assignee shall provide this information in the certification described in this paragraph in lieu of the requirements of item (iii), above. Owner shall provide the City sixty (60) days' prior written notice of any such assignment, and Owner shall provide the City with a copy of the writing described in this Section 10.9. If the City has objections to such assignment pursuant to subsections (i) to (iii), above, the City shall provide written notice of such objections to the Owner within ten (10) days of receiving the assignment notice from Owner. Owner will not be released from its obligations under this Agreement if the City objects to such assignment as described above and such objections are not resolved by and between Owner and the City, provided, however the City shall not unreasonably withhold Owner's release from its obligations under this Agreement.

Any assignment pursuant to this Section 10.9 must be in writing, specifically describe the Property being conveyed, set forth the assigned rights and obligations, and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City. Upon assignment pursuant to this Section 10.9 (and absent objection by City as provided for in this Section 10.9), Owner shall be released of any further obligations under this



Agreement.

This Section 10.9 does not apply to any conveyance of any portion of the Property to any end-buyer of a fully developed and improved lot, or to a governmental entity, utility company or property owners association.

**10.10 Insurance.** An Owner that constructs public infrastructure for the Project or its Contractor(s) shall acquire and maintain, during the period of time when such public infrastructure is under construction by such Owner (with full coverage in force for matters occurring prior to City's acceptance of such public infrastructure, until expiration of two (2) years after the latter to occur of full and final completion of such public infrastructure and acceptance thereof by the City): (a) workers compensation insurance in the amount required by law and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability (e.g. deletion of exclusions for liability assumed under any indemnification provisions of this Agreement), with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00 per occurrence and general aggregate coverage for bodily injury, death and property damage of not less than \$2,000,000.00 (per project); provided, however, if the applicable construction contract is for a sum greater than \$3,000,000.00, then either (at such Owner's election) the general aggregate coverage for bodily injury, death and property damage shall be no less than \$5,000,000.00 (on a per project basis), or an additional \$3,000,000.00 of umbrella or excess liability insurance shall be acquired and maintained. Such insurance shall cover claims for bodily injury, death and property damage which might arise out of the construction contracts for public infrastructure, whether by Owner, a contractor, subcontractor, material man, or otherwise. Commercial general liability insurance coverage in the amount of \$1,000,000.00 must be on a "per occurrence" basis. All such insurance shall be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do the business of insurance in the State of Texas. The commercial general liability insurance shall name the City including its current and future officers, councilmembers, employees, representatives, and other agents as an additional insureds and contain a waiver of subrogation endorsement in favor each additional insured. Upon the later to occur of Owner's execution of a construction contract for public infrastructure or five (5) days prior to commencement of construction under a construction contract for public infrastructure, such Owner shall provide to the City certified copies of all declarations, contracts and policies of insurance, including all riders, exclusions, and all other attachments to each, evidencing such insurance coverage, along with the endorsement naming the City as an additional insured. As to insurance required for current and for future Owners, even where Owner or the insurer has the right to cancel, fail to renew, or modify insurance coverage, each such policy shall provide that, at least thirty (30) days' prior to the cancellation (including for non-payment of premiums), non-renewal or modification of the same, the City and Owner or Owner's contractor shall receive written notice of such cancellation, non-renewal or modification; furthermore, if Owner receives ten (10) days' written notice for non-payment of premiums pursuant to Section 551.053 of the Texas Insurance Code, or if Owner is provided such notice by Owner's contractor, then Owner shall provide such notice to the City within five (5) business days. The commercial general liability insurance discussed in this Section 10.10 will not have exclusions or reduced limits for risks assumed pursuant to this Agreement. If insurance coverage that

names a city as an “additional named insured” is commercially available to contractors which would bid for a construction project within the Heritage Subdivision at commercially reasonable rates, then the City shall be named as an “additional named insured” to the insurance policy for such construction project.

**10.11 DEFENSE, INDEMNIFICATION and HOLD HARMLESS.** AN OWNER THAT CONSTRUCTS PUBLIC INFRASTRUCTURE FOR THE PROJECT (IN THE EVENT OF AN ASSIGNMENT PURSUANT TO SECTION 10.9 ABOVE “OWNER” FOR PURPOSES OF THIS SECTION 10.11 SHALL MEAN SUCH ASSIGNEE) HEREBY COVENANTS AND AGREES, TO THE EXTENT PERMITTED BY CHAPTER 151 OF THE TEXAS INSURANCE CODE, AND NO FURTHER, TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS PAST, PRESENT, AND FUTURE OFFICIALS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND OTHER AGENTS (IN THIS SECTION, COLLECTIVELY THE “CITY”) AGAINST AND FROM (AND WILL PAY TO THE CITY OR THE CLAIMANT, AS APPLICABLE, THE AMOUNT OF SUCH DAMAGES TO THE EXTENT THAT PAYMENT OBLIGATIONS UNDER THIS INDEMNITY ARISE) ALL ACTIONS, DAMAGES, CLAIMS, LOSSES, OR EXPENSE OF ANY TYPE (COLLECTIVELY, “DAMAGES”), ARISING FROM (i) THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY SUCH OWNER OR (ii) ANY THIRD PARTY CLAIMS RELATING TO ANY PUBLIC IMPROVEMENT ACQUIRED UNDER THIS AGREEMENT, INCLUDING ANY CLAIM RELATING TO THE CONCURRENT OR SOLE NEGLIGENCE OF THE CITY OR RESULTING FROM ANY INJURY TO ANY PERSON OR DAMAGE TO PROPERTY RESULTING FROM THE ACTS OR OMISSIONS OF SUCH OWNER, ITS CONTRACTOR OR SUBCONTRACTORS, IN SUCH OWNER’S CONSTRUCTION OF PUBLIC INFRASTRUCTURE FOR THE PROJECT. THE OWNER CONSTRUCTING SUCH PUBLIC INFRASTRUCTURE WILL DEFEND THE CITY AGAINST ALL SUCH CLAIMS AND THE CITY WILL REASONABLY COOPERATE AND ASSIST IN PROVIDING SUCH DEFENSE. THE CITY SHALL HAVE THE RIGHT TO REASONABLY APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER SUBJECT TO THE TERMS AND CONDITIONS OF ANY INSURANCE POLICY APPLICABLE TO SUCH CLAIM AND THE INSURER’S RIGHT TO RETAIN COUNSEL ON BEHALF OF ANY INSURED OR ADDITIONAL INSURED. THE CITY RESERVES THE RIGHT, BUT IS NOT REQUIRED, TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE AT ITS OWN EXPENSE. SUCH OWNER SHALL RETAIN DEFENSE COUNSEL WITHIN 10 BUSINESS DAYS OF WRITTEN NOTICE THAT THE CITY IS INVOKING ITS RIGHTS TO DEFENSE AND INDEMNIFICATION, AND IF SUCH OWNER DOES NOT DO SO, THE CITY MAY RETAIN ITS OWN DEFENSE COUNSEL IF REASONABLY NECESSARY AND SUCH OWNER WILL BE LIABLE FOR ALL REASONABLE COSTS AND EXPENSES OF SUCH COUNSEL INCURRED UNTIL SUCH OWNER HAS RETAINED DEFENSE COUNSEL. THIS SECTION SURVIVES THE TERMINATION OF THIS AGREEMENT INDEFINITELY WITH RESPECT TO MATTERS OCCURRING PRIOR TO CITY’S ACCEPTANCE OF SUCH PUBLIC INFRASTRUCTURE, SUBJECT TO APPROPRIATE STATUTES OF LIMITATIONS,

AS THEY MAY BE TOLLED OR EXTENDED BY AGREEMENT OR OPERATION OF LAW. THE OWNER FURTHER COVENANTS AND AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AGAINST ANY AND ALL CLAIMS BY ANY PERSON CLAIMING AN OWNERSHIP INTEREST IN THE PROPERTY ON THE EFFECTIVE DATE WHO HAS NOT SIGNED THIS AGREEMENT IF SUCH CLAIMS RELATE IN ANY MANNER OR ARISE IN CONNECTION WITH: (1) THE CITY'S RELIANCE UPON THE OWNER'S REPRESENTATIONS IN THIS AGREEMENT; OR (2) THIS AGREEMENT OR OWNERSHIP OF THE PROPERTY; OR (3) THE CITY'S APPROVAL OF ANY TYPE OF DEVELOPMENT APPLICATION OR SUBMISSION WITH RESPECT TO THE PROPERTY. OWNER WILL NOT SETTLE ANY CLAIM IF SUCH SETTLEMENT PROVIDES FOR INJUNCTIVE OR DECLATORY RELIEF AGAINST THE CITY WITHOUT THE WRITTEN CONSENT OF THE CITY, WHICH SHALL NOT BE UNREASONABLY WITHHELD. THE CITY SHALL NOT HAVE APPROVAL RIGHTS OVER MONETARY SETTLEMENTS, UNLESS AFFIRMATIVE ACTION IS REQUIRED BY THE CITY IN CONNECTION WITH SUCH SETTLEMENT. HOWEVER, LIMITS ON FUTURE GOVERNMENT ACTION AND PRECEDENTIAL CONSIDERATIONS RELATED TO OR POTENTIALLY ARISING FROM ANY PROPOSED SETTLEMENT ARE AMONG REASONS ON WHICH THE CITY MAY BASE REFUSAL TO CONSENT TO ANY PROPOSED SETTLEMENT.

At no time shall the City have any control over or charge of the Owner's design, construction, or installation of any of the public infrastructure, nor the means, methods, techniques, sequences, or procedures utilized for said design, construction, or installation. This Agreement does not create a joint enterprise or venture between the City and Owner.

- 10.12 Default.** If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party arising out of 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.
- 10.13 Waiver.** Any failure by one of the Parties to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such Party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.
- 10.14 Attorney's Fees and Court Costs.** In the event that any matter relating to this Agreement results in the institution of legal proceedings by any Party to this Agreement, each Party in such proceeding shall be responsible for the expenses incurred by it in connection with such proceedings, including, without limitation, court costs and attorneys' fees.

- 10.15 Entire Agreement:** This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement other than as set forth in PDD-5, the Additional Heritage Agreements, and the PID Finance Agreement.
- 10.16 Exhibits, Headings, and 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.
- 10.17 Authority for Execution:** The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Owner certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with its organizational documents.
- 10.18 Duplicate Originals.** This Agreement may be executed in duplicate original, each of equal dignity.
- 10.19 Notices.** Until changed by written notice thereof, any notice required under this Agreement may be given to the respective parties by certified mail, postage prepaid, or by hand delivery to the address of the other party shown below:

**Owner:**

SLF IV – Dripping Springs JV, L.P.  
 c/o Stratford Land  
 5949 Sherry Lane, Suite 800  
 Dallas, Texas 75225  
 Attn: Asset Manager

BobWhite Investments, LP  
 28511 Ranch Road 12  
 Dripping Springs, Texas 78620  
 Attn: Sarah Henline

and

BobWhite Investments, LP  
 301 Country Ln  
 Dripping Springs, TX 78620  
 Attn: Missy Atwood

**City Of Dripping Springs:**

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

Bojorquez Law Firm, LP  
 12325 Hymeadow Dr, Ste 2-100  
 Austin, Texas 78750  
 Attn: Alan J. Bojorquez

**10.20 Effective Date.** This Agreement is entered into to be effective as of the 17th day of October , 2017.

*[Signature and acknowledgement pages follow.]*

**THE UNDERSIGNED PARTIES HEREBY EXECUTE THIS AGREEMENT:**

**CITY OF DRIPPING SPRINGS,**  
a Type A General-Law Municipality

By: *Todd Purcell*  
Todd Purcell \_\_\_\_\_  
Mayor \_\_\_\_\_



**ATTEST:**  
By: *Andrea Cunningham*  
Andrea Cunningham \_\_\_\_\_  
City Secretary \_\_\_\_\_

**SLF IV – Dripping Springs JV, L.P.,**  
a Texas limited partnership

By: SLF IV Property GP, LLC,  
a Texas limited liability company,  
its General Partner

By: Stratford Land Fund IV, L.P.  
a Delaware limited partnership,  
its Co-Managing Member

By: Stratford Fund IV GP, LLC,  
a Texas limited liability company,  
its General Partner

By: *Mark Westerburg*  
Name: Mark Westerburg  
Title: Vice President

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS   §

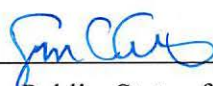
**THIS INSTRUMENT** was acknowledged before me on this 10th day of NOVEMBER, 2017, by MARK WESTERBURG, VICE PRESIDENT of Stratford Fund IV GP, LLC, a Texas limited liability company, General Partner of Stratford Land Fund IV, L.P., a Delaware limited partnership, Co-Managing Member of SLF IV Property GP, LLC, a Texas limited liability

Vice President  
Mark Westerman



company, General Partner of SLF IV – Dripping Springs JV, L.P., a Texas limited partnership, on behalf of said partnership.

(SEAL)

  
\_\_\_\_\_  
Notary Public, State of Texas





**BobWhite Investments, LP,**  
a Texas limited partnership

By: BobWhite GP, LLC,  
a Texas limited liability company  
its General Partner

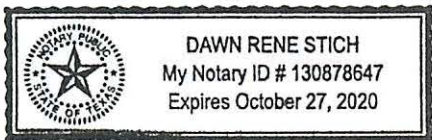
By: Sarah D. Henline  
Name: Sarah D. Henline  
Title: General Manager

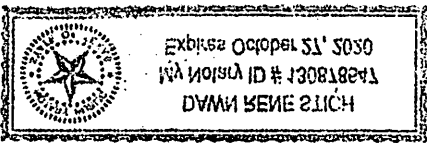
STATE OF TEXAS        )  
  )  
COUNTY OF Hays        )

THIS INSTRUMENT was acknowledged before me on this 10<sup>th</sup> day of Nov, 2017, by Sara Henline Gen. Manager of BobWhite GP, LLC, a Texas limited liability company and the General Partner of BobWhite Investments, LP, a Texas limited partnership, on behalf of said partnership.

(SEAL)

Dawn Stich  
Notary Public, State of Texas





**EXHIBIT A**  
**"Property"**

**TRACT 1:**

A DESCRIPTION OF 34.247 ACRES IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 34.29 ACRE TRACT CONVEYED TO JOHN MARCUS BAIRD BY DEED DATED JANUARY 13, 1993 AND RECORDED IN VOLUME 971, PAGE 116 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 34.247 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" rebar found for the southeast corner of the said 34.29 acre tract, being also the northeast corner of a 10.11 acre tract described in Volume 3444, Page 347 of the Official Public Records of Hays County, Texas, and being in the west line of Tract 1 of the P.L. Turner Subdivision, a subdivision of Record in Volume 133, Page 444 of the Deed Records of Hays County, Texas;

**THENCE** with the south line of the 34.29 acre tract, being also the north line of the 10.11 acre tract, the following four (4) courses and distances:

1. South 81°14'08" West, a distance of 397.32 feet to a 1/2" rebar with Chaparral cap set;
2. South 84°24'01" West, a distance of 7.97 feet to a 1/2" rebar found;
3. South 85°19'17" West, a distance of 78.51 feet to a fence post found;
4. South 37°56'47" West, a distance of 97.35 feet to a 1/2" rebar found for the northwest corner of the 10.11 acre tract, being also the northeast corner of Lot 3 of Burrows Subdivision, a subdivision of record in Book 15, Page 69 of the Plat Records of Hays County, Texas;

**THENCE** with the south line of the 34.29 acre tract, being also the north line of Burrows Subdivision, the following four (4) courses and distances:

1. South 82°29'22" West, a distance of 88.75 feet to a nail found;
2. South 79°25'37" West, a distance of 76.64 feet to a nail found in a live oak the northwest corner of Lot 3, being also the northeast corner of Lot 2;
3. South 81°55'21" West, a distance of 126.68 feet to a 1/2" rebar with a 3984 cap found for the northwest corner of Lot 2, being also the northeast corner of Lot 1;

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4. South 81°56'23" West, a distance of 126.62 feet to a 1/2" rebar found for the northwest corner of Lot 1, being also the northeast corner of a 2.107 acre tract described in Volume 2840, Page 300 of the Official Public Records of Hays County, Texas;

**THENCE** continuing with the south line of the 34.29 acre tract, being also the north line of the 2.107 acre tract, the following two (2) courses and distances:

1. South 82°31'24" West, a distance of 142.51 feet to a nail found in a live oak;
2. South 81°27'49" West, a distance of 160.55 feet to a 1/2" rebar found for the northwest corner of the 2.107 acre tract, being also the northeast corner of Lot 1 of Sportsplex Subdivision No. 1, a subdivision of record in Book 7, Page 157 of the Plat Records of Hays County, Texas;

**THENCE** continuing with the south line of the 34.29 acre tract, being also the north line of Lot 1, the following two (2) courses and distances:

1. South 78°46'14" West, a distance of 283.22 feet to a 5/8" rebar found;
2. South 87°33'15" West, a distance of 75.24 feet to a 1/2" rebar found for the northwest corner of Lot 1, being in the east line of Sportsplex Drive, described in Volume 784, Page 217 of the Deed Records of Hays County, Texas;

**THENCE** with the east line of Sportsplex Drive, crossing the 34.29 acre tract the following two (2) courses and distances:

1. With a curve to the left, having a radius of 309.60 feet, a delta angle of 14°55'01", an arc length of 80.60 feet, and a chord which bears North 67°03'32" West, a distance of 80.38 feet to a calculated point;
2. North 74°27'23" West, a distance of 19.74 feet to a calculated point in the center of a road, being in the west line of the 34.29 acre tract;

**THENCE** with the west line of the 34.29 acre tract, 25' from and parallel to the east line of a 20.518 acre tract described in Volume 784, Page 210 of the Deed Records of Hays County, Texas, the following six (6) courses and distances:

1. North 15°32'13" East, a distance of 7.31 feet to a calculated point;
2. North 14°52'44" East, a distance of 170.09 feet to a calculated point;
3. North 42°12'50" East, a distance of 247.76 feet to a calculated point;
4. North 34°57'13" East, a distance of 299.47 feet to a calculated point;
5. North 35°47'18" East, a distance of 429.51 feet to a calculated point;



6. North 43°12'18" East, a distance of 469.74 feet to a 1/2" rebar with Chaparral cap set for the northwest corner of the 34.29 acre tract, from which a 1/2" rebar with Zamorra Warrick Associates cap found for the northeast corner of the 20.518 acre tract, bears South 89°12'58" West, a distance of 34.79 feet;

**THENCE** North 89°12'58" East, with the north line of the 34.29 acre tract, a distance of 764.65 feet to a 1/2" rebar found for the northeast corner of the 34.29 acre tract, being also in the west line of said Tract 1;

**THENCE** with the east line of the 34.29 acre tract, being also the west line of Tract 1, the following two (2) courses and distances:

1. South 01°00'24" West, a distance of 791.82 feet to a nail in a fence post found;
2. South 01°57'23" West, a distance of 240.27 feet to the **POINT OF BEGINNING**, containing 34.247 acres of land, more or less.

#### **TRACT 2:**

A DESCRIPTION OF 50.206 ACRES IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A TRACT CALLED THE EAST PART OF 152.47 ACRES CONVEYED TO JOHN MARCUS BAIRD BY GENERAL WARRANTY DEED DATED MAY 9, 1978 AND RECORDED IN VOLUME 310, PAGE 718 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAME BEING A PORTION OF A 152.47 ACRE TRACT CONVEYED TO EDNA EARL BAIRD BY DEED DATED FEBRUARY 19, 1937 AND RECORDED IN VOLUME 154, PAGE 59 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 50.206 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at an axle found for the northeast corner of the said 152.47 acre tract, being an angle point in the south line of Tract 76 A-1, Replat of the Remainder of Tract 76A, Springlake and Subdivision of Reed Acreage, a subdivision of record in Book 9, Page 47 of the Plat Records of Hays County, Texas;

**THENCE** South 00°16'33" West, with the east line of the 152.47 acre tract, being a south line of said Tract 76 A-1, a distance of 70.71 feet to a fence post found for an angle point in the south line of Tract 76 A-1, for the northwest corner of a tract of land described in Volume 130, Page 231 of the Deed Records of Hays County, Texas;

**THENCE** South 02°57'28" West, with the east line of the 152.47 acre tract, and with the west line of a 2 acre tract described in Volume 130, Page 231, and Volume 1658, Page 147 of the Official Public Records of Hays County, Texas, a distance of 174.43 feet to fence post found for the southwest corner of the 2 acre tract, being also the northwest corner of Tract 1 of the P.L. Turner Subdivision, a subdivision of Record in Volume 133, Page 444 of the Deed Records of Hays County, Texas;

**THENCE** with the east line of the 152.47 acre tract, being the west line of Tract 1, with the fence, the following five (5) courses and distances:

1. South 02°48'03" West, a distance of 431.51 feet to a calculated point;
2. South 02°54'13" West, a distance of 484.14 feet to a calculated point;
3. South 02°03'04" West, a distance of 259.80 feet to a calculated point;
4. South 01°35'37" West, a distance of 300.57 feet to a calculated point;
5. South 01°07'29" West, a distance of 353.19 feet to a 1/2" rebar found for the northwest corner of a 34.29 acre tract described in Volume 971, Page 116 of the Deed Records of Hays County, Texas;

**THENCE** South 89°12'58" West, with the north line of the 34.29 acre tract, over and across the 152.47 acre tract, a distance of 764.65 feet to a 1/2" rebar with Chaparral cap set for the northwest corner of the 34.29 acre tract, being in the division line of the 152.47 acre tract described in Volume 310, Page 718 and Volume 310, Page 721 of the Deed Records of Hays County, Texas;

**THENCE** South 89°12'58" West, continuing across the 152.47 acre tract, with the said division line, a distance of 34.79 feet to a 1/2" rebar with Zamorra Warrick Associates cap found for the northwest corner of a 20.518 acre tract described in Volume 784, Page 210 of the Deed Records of Hays County, Texas;

**THENCE** South 89°12'49" West, with the north line of the 20.518 acre tract, with the said division line, a distance of 196.26 feet to a fence post found for the southeast corner of a 45.53 acre tract described in Volume 2953, Page 181 of the Official Public Records of Hays County, Texas;

**THENCE** with the east line of the 45.53 acre tract, with the said division line, crossing the 152.57 acre tract, the following four (4) courses and distances:

1. North 01°23'38" West, a distance of 440.21 feet to a 1/2" rebar with Carson Bush cap found;
2. North 00°57'16" West, a distance of 525.11 feet to a nail found at the base of a 13" and 14" live oak;
3. North 09°31'45" West, a distance of 154.92 feet to a 1/2" rebar with Chaparral cap set;
4. North 01°24'08" West, a distance of 484.34 feet to a 1/2" rebar found for the northeast corner of the 45.53 acre tract, being also the southeast corner of Lot 18 of Hidden Springs

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Ranch Section II, a subdivision of record in Book 14, Page 69 of the Plat Records of Hays County, Texas;

**THENCE** with the east line of Hidden Springs Ranch Section II, continuing with the said division line, crossing the 152.57 acre tract, the following five (5) courses and distances:

1. North 01°22'12" West, a distance of 155.30 feet to a nail found in concrete;
2. North 15°23'51" East, a distance of 18.43 feet to a 1/2" rebar found;
3. North 03°04'23" West, a distance of 27.45 feet to a 1/2" rebar with 4404 cap found for the northeast corner of Lot 18, being also the southeast corner of Lot 17;
4. North 02°18'43" West, a distance of 190.70 feet to a 1/2" rebar with 4542 cap found for the northeast corner of Lot 17, being also the southeast corner of Lot 14;
5. North 01°02'42" West, a distance of 50.06 feet to an axle found for an angle point in the north line of the 152.47 acre tract, being also the southwest corner of Tract 76 A-1;

**THENCE** North 87°50'05" East, with the north line of the 152.47 acre tract, being also the south line of Tract 76 A-1, a distance of 1141.82 feet to the **POINT OF BEGINNING**, containing 50.206 acres of land, more or less.

#### **TRACT 3:**

A DESCRIPTION OF 94.695 ACRES (APPROX. 4,124,910 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 119.7 ACRE TRACT CONVEYED TO NELSON M. DAVIDSON AND DORIS BREED DAVIDSON BY DEED DATED JUNE 23, 1952 AND RECORDED IN VOLUME 154, PAGE 290 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, P.L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 94.695 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2" rebar with 3984 cap found in the west line of Old Fredericksburg Road (right-of-way width varies), for the northeast corner of the Doris Breed Davidson Subdivision, a subdivision of record in Book 10, Page 395 of the Plat Records of Hays County, Texas;

**THENCE** North 01°30'02" West, with the west line of Old Fredericksburg Road, across Tract 1, a distance of 425.26 feet to a 1/2" rebar with Chaparral cap set for the **POINT OF BEGINNING**;

**THENCE** over and across Tract 1, the following four (4) courses and distances:

1. South 89°48'55" West, a distance of 259.27 feet to a 1/2" rebar with Chaparral cap set;

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2. With a curve to the left, having a radius of 970.00 feet, a delta angle of 06°06'33", an arc length of 103.43 feet, and a chord which bears South 86°45'39" West, a distance of 103.38 feet to a 1/2" rebar with Chaparral cap set
3. South 38°42'22" West, a distance of 192.59 feet to a 1/2" rebar with Chaparral cap set;
4. South 00°43'30" West, a distance of 587.78 feet to a 1/2" rebar with Chaparral cap set in the north line of a 9.008 acre tract described in Volume 2102, Page 453 of the Official Public Records of Hays County, Texas, from which a 1/2" rebar with 3984 cap found in the north line of the 9.008 acre tract, for the southwest corner of the Doris Breed Davidson Subdivision, bears North 87°06'31" East, a distance of 205.48 feet;

**THENCE** South 87°06'31" West, with the north line of the 9.008 acre tract, continuing across Tract 1, a distance of 304.58 feet to a 1/2" rebar found for the northwest corner of the 9.008 acre tract;

**THENCE** South 07°58'13" West, with the west line of the 9.008 acre tract, continuing across Tract 1, a distance of 1318.37 feet to a nail in concrete found for the southwest corner of the 9.008 acre tract, being also in the north line of a 6.38 acre tract described in Volume 1489, Page 391 of the Official Public Records of Hays County, Texas, for an angle point in the east line of Tract 1;

**THENCE** South 13°58'09" West, with the east line of Tract 1, being also the west line of the 6.38 acre tract, a distance of 743.78 feet to a 1/2" rebar with 3984 cap found for the southeast corner of Tract 1, being also the southwest corner of the 6.38 acre tract, and being in the north line of a 3.91 acre tract described in Volume 269, Page 226 of the Deed Records of Hays County, Texas;

**THENCE** South 88°04'18" West, with the south line of Tract 1, being also the north line of the 3.91 acre tract, a distance of 101.94 feet to a nail found in a 6" post for the northwest corner of the 3.91 acre tract, being also the apparent northeast corner of a 6 acre tract described in Volume 110, Page 563 of the Deed Records of Hays County, Texas;

**THENCE** North 89°32'58" West, with the south line of Tract 1, being also the apparent north line of the 6 acre tract, a distance of 152.30 feet to a fence post found for the apparent northwest corner of the 6 acre tract, and being a northeast corner of the 76.73 acre tract described in Volume 124, Page 515 of the Deed Records of Hays County, Texas;

**THENCE** South 89°52'25" West, with the south line of Tract 1, being also the north line of the 76.73 acre tract, distance of 311.97 feet to a fence post found for the southwest corner of Tract 1, being an angle point in the east line of the 76.73 acre tract;

**THENCE** North 01°40'35" East, with the west line of Tract 1, being also the east line of the 76.73 acre tract, a distance of 550.52 feet to a 1/2" rebar found for the northeast corner of the



## Exhibit A - ProPerty

Planned Development District No.5 Heritage Subdivision

📍 Dripping Springs, TX

📅 18 April 2016

Page 7 of 11

76.73 acre tract, being also the southeast corner of a 10.11 acre tract described in Volume 3444, Page 347 of the Official Public Records of Hays County, Texas;

**THENCE** North 01°55'45" East, with the west line of Tract 1, being also the east line of the 10.11 acre tract, a distance of 660.61 feet to a 1/2" rebar found for the northeast corner of the 10.11 acre tract, being also the southeast corner of a 34.29 acre tract described in Volume 971, Page 116 of the Deed Records of Hays County, Texas;

**THENCE** with the west line of Tract 1, being also the east line of the 34.29 acre tract, the following two (2) courses and distances:

1. North 01°57'23" East, a distance of 240.27 feet to a nail in fence post found;
2. North 01°00'24" East, a distance of 791.82 feet to a 1/2" rebar found for the northeast corner of the 34.29 acre tract, being in the east line of a 152.47 acre tract described in Volume 310, Page 718 of the Deed Records of Hays County, Texas;

**THENCE** with the west line of Tract 1, being the east line of the 152.47 acre tract, with the fence, the following five (5) courses and distances:

1. North 01°07'29" East, a distance of 353.19 feet to a calculated point;
2. North 01°35'37" East, a distance of 300.57 feet to a calculated point;
3. North 02°03'04" East, a distance of 259.80 feet to a calculated point;
4. North 02°54'13" East, a distance of 484.14 feet to a calculated point;
5. North 02°48'03" East, a distance of 431.51 feet to a fence post found for the northwest corner of Tract 1, being the southwest corner of a 2 acre tract described in Volume 130, Page 231 of the Deed Records of Hays County, Texas;

**THENCE** North 86°52'58" East, with the north line of Tract 1, being also the south line of the 2 acre tract, a distance of 1245.48 feet to a fence post found for the northwest corner of a 7.749 acre tract described in Volume 374, Page 743 of the Deed Records of Hays County, Texas;

**THENCE** South 02°29'58" East, with the west line of the 7.749 acre tract, over and across Tract 1, a distance of 390.22 feet to a 1/2" iron pipe found for the southwest corner of the 7.749 acre tract, being also the northwest corner of a 1.50 acre tract described in Volume 207, Page 49 of the Deed Records of Hays County, Texas;

**THENCE** South 02°17'26" East, with the west line of the 1.50 acre tract, continuing across Tract 1, a distance of 208.99 feet to a 1/2" iron pipe found for the southwest corner of the 1.50 acre tract;

Page 8 of 11

**THENCE** North 85°08'49" East, with the south line of the 1.50 acre tract, continuing across Tract 1, a distance of 104.25 feet to a 3/4" rebar found for an angle point in the east line of Tract 1, being also the northwest corner of a 1.00 acre tract described in Volume 1924, Page 385 of the Deed Records of Hays County, Texas, and being the northwest corner of the Turner Tract as shown on the plat of said P.L. Turner Subdivision;

**THENCE** South 02°05'28" East, with the east line of Tract 1, being also the west line of the 1.00 acre tract, the Turner Tract, a 1.00 acre tract described in Volume 275, Page 499 of the Deed Records of Hays County, Texas, and the west line of Tract 4 of said P.L. Turner Subdivision, a distance of 86.45 feet to a 1/2" rebar with Chaparral cap set, from which a fence corner at a 13" live oak for the southwest corner of the 1.00 acre tract, being also the southwest corner of Tract 4, and being in the north line of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas, bears South 02°05'28" East, a distance of 329.42 feet;

**THENCE** over and across Tract 1, the following eight (8) courses and distances:

1. South 87°52'26" West, a distance of 119.99 feet to a 1/2" rebar with Chaparral cap set;
2. South 02°07'34" East, a distance of 330.24 feet to a 1/2" rebar with Chaparral cap set;
3. South 87°52'26" West, a distance of 25.11 feet to a 1/2" rebar with Chaparral cap set;
4. South 02°07'34" East, a distance of 254.30 feet to a 1/2" rebar with Chaparral cap set;
5. With a curve to the left, having a radius of 25.00 feet, a delta angle of 91°03'12", an arc length of 39.73 feet, and a chord which bears South 47°39'11" East, a distance of 35.68 feet to a 1/2" rebar with Chaparral cap set;
6. With a curve to the right, having a radius of 1030.00 feet, a delta angle of 02°59'42", an arc length of 53.84 feet, and a chord which bears North 88°19'04" East, a distance of 53.84 feet to a 1/2" rebar with Chaparral cap set;
7. North 89°48'55" East, a distance of 40.73 feet to a 1/2" rebar with Chaparral cap set;
8. North 89°48'55" East, a distance of 217.16 feet to a 1/2" rebar with Chaparral cap set in the west right-of-way line of Old Fredericksburg Road, from which a 1/2" rebar found in the west right-of-way line of Old Fredericksburg Road, for the southeast corner of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas, bears North 01°30'02" West, a distance of 108.46 feet;

**THENCE** South 01°30'02" East, with the west right-of-way line of Old Fredericksburg Road, crossing Tract 1, a distance of 60.02 feet to the **POINT OF BEGINNING**, containing 94.695 acres of land, more or less.



## Exhibit A - ProPerty

Planned Development District No.5 Heritage Subdivision

Dripping Springs, TX

18 April 2016

**TRACT 4:**

A DESCRIPTION OF 8.119 ACRES (APPROX. 353,664 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 9.008 ACRE TRACT CONVEYED TO MICKEY DAVIDSON KROLL, NELSON M. DAVIDSON, JR., AND WIFE, BARBARA WATKINS DAVIDSON BY WARRANTY DEED WITH VENDOR'S LIEN DATED NOVEMBER 7, 2002 AND RECORDED IN VOLUME 2102, PAGE 453 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, P.L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 8.119 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2" rebar, being an angle point in the east line of the said 9.008 acre tract, being also the northeast corner of Tract 3 of the said P.L. Turner Subdivision, and being also the southwest corner of a 0.754 acre tract described in Volume 4258, Page 404 of the Official Public Records of Hays County, Texas, and being also the northwest corner of a 1 acre tract described in Volume 144, Page 563 of the Deed Records of Hays County, Texas, from which a 3/4" iron pipe found for the southeast corner of the 0.754 acre tract, being in the north line of the 1 acre tract, and being in the west line of Old Fredericksburg Road (right-of-way width varies), bears North 87°52'37" East, a distance of 216.79 feet;

**THENCE** South 87°35'26" West, with the common line of the 9.008 acre tract and Tract 3, a distance of 236.90 feet to a 1/2" rebar found for an angle point in the east line of the 9.008 acre tract, being also the northwest corner of Tract 3, for the **POINT OF BEGINNING**;

**THENCE** with the common line of the 9.008 acre tract and Tract 3, the following two (2) courses and distances:

1. South 15°43'23" West, a distance of 521.70 feet to a 1/2" rebar found at the northwest corner of a 3.59 acre tract out of Tract 3, described in Volume 4073, Page 818 of the Official Public Records of Hays County, Texas;
2. South 15°32'41" West, with the west line of the 3.59 acre tract, a distance of 499.23 feet to a 2" iron pipe found for an angle point in the east line of the 9.008 acre tract, being also the southwest corner of the 3.59 acre tract, being also the southwest corner of Tract 3, and being in the north line of a 2.07 acre tract described in Volume 178, Page 571 of the Deed Records of Hays County, Texas;

**THENCE** with the common line of the 9.008 acre tract and the 2.07 acre tract, the following two (2) courses and distances:

1. North 89°33'06" West, a distance of 183.84 feet to a 1/2" rebar found for an angle point in the east line of the 9.008 acre tract, for the northwest corner of the 2.07 acre tract;

2. South 09°15'30" West, a distance of 216.46 feet to a nail found in an 18" live oak for the southwest corner of the 2.07 acre tract, being also the southeast corner of the 9.008 acre tract, and being in the north line of a 6.39 acre tract described in Volume 1489, Page 391 of the Official Public Records of Hays County, Texas;

**THENCE** North 89°25'09" West, with the south line of the 9.008 acre tract, being also the north line of the 6.38 acre tract, a distance of 53.15 feet to a nail in concrete found for the southwest corner of the 9.008 acre tract;

**THENCE** North 07°58'13" East, with the west line of the 9.008 acre tract, crossing said Tract 1, a distance of 1318.37 feet to a 1/2" rebar found for the northwest corner of the 9.008 acre tract;

**THENCE** North 87°06'31" East, with the north line of the 9.008 acre tract, crossing said Tract 1, a distance of 304.58 feet to a 1/2" rebar with Chaparral cap set, from which a 1/2" rebar with 3984 cap found for the southwest corner of the Doris Breed Subdivision, a subdivision of record in Book 10, Page 395 of the Plat Records of Hays County, Texas, bears North 87°06'31" East, a distance of 205.48 feet;

**THENCE** over and across the 9.008 acre tract, the following two (2) courses and distances:

1. South 00°43'30" West, a distance of 129.06 feet to a 1/2" rebar with Chaparral cap set;
2. North 87°20'25" East, a distance of 61.68 feet to the **POINT OF BEGINNING**, containing 8.119 acres of land, more or less.

**TRACT 5:**

A DESCRIPTION OF 1.676 ACRES (APPROX. 73,006 SQ. FT.) IN THE PHILIP SMITH SURVEY, ABSTRACT 415, HAYS COUNTY, TEXAS, BEING A PORTION OF A 119.7 ACRE TRACT CONVEYED TO NELSON M. DAVIDSON AND DORIS BREED DAVIDSON BY DEED DATED JUNE 23, 1952 AND RECORDED IN VOLUME 154, PAGE 290 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF TRACT 1, P.L. TURNER SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 133, PAGE 444 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 1.676 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2" rebar found in the west right-of-way line of Old Fredericksburg Road, for the southeast corner of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas;

**THENCE** South 86°32'57" West, with the south line of the said 0.938 acre tract, a distance of 218.28 feet to a 1/2" rebar found at the southwest corner of the 0.938 acre tract for the **POINT OF BEGINNING**;

**THENCE** crossing Tract 1, the following eight (8) courses and distances:

Page 11 of 11

1. South 02°07'34" East, a distance of 96.05 feet to a 1/2" rebar with Chaparral cap set;
2. South 89°48'55" West, a distance of 40.73 feet to a 1/2" rebar with Chaparral cap set;
3. With a curve to the left, having a radius of 1030.00 feet, a delta angle of 02°59'42", an arc length of 53.84 feet, and a chord which bears South 88°19'04" West, a distance of 53.84 feet to a 1/2" rebar with Chaparral cap set;
4. With a curve to the right, having a radius of 25.00 feet, a delta angle of 91°03'12", an arc length of 39.73 feet, and a chord which bears North 47°39'11" West, a distance of 35.68 feet to a 1/2" rebar with Chaparral cap set;
5. North 02°07'34" West, a distance of 254.30 feet to a 1/2" rebar with Chaparral cap set;
6. North 87°52'26" East, a distance of 25.11 feet to a 1/2" rebar with Chaparral cap set;
7. North 02°07'34" West, a distance of 330.24 feet to a 1/2" rebar with Chaparral cap set;
8. North 87°52'26" East, a distance of 119.99 feet to a 1/2" rebar with Chaparral cap set in the east line of Tract 1, being also the west line of a 1.00 acre tract described in Volume 1924, Page 385 of the Deed Records of Hays County, Texas, and being the northwest corner of the Turner Tract as shown on the plat of said P.L. Turner Subdivision, from which a 3/4" rebar found for an angle point in the east line of Tract 1, being also the northwest corner of a 1.00 acre tract, bears North 02°05'28" West, a distance of 86.45 feet;

**THENCE** South 02°05'28" East, with the east line of Tract 1, being also the west line of the 1.00 acre tract, the Turner Tract, a 1.00 acre tract described in Volume 275, Page 499 of the Deed Records of Hays County, Texas, and the west line of Tract 4 of said P.L. Turner Subdivision, a distance of 329.42 feet to a fence corner at a 13" live oak for the southwest corner of the 1.00 acre tract, being also the southwest corner of Tract 4, and being in the north line of a 0.938 acre tract described in Volume 391, Page 223 of the Deed Records of Hays County, Texas;

**THENCE** South 85°58'06" West, with the north line of the 0.938 acre tract, crossing Tract 1, a distance of 24.91 feet to a 1/2" rebar found for the northwest corner of the 0.938 acre tract,

**THENCE** South 02°07'34" East, with the west line of the 0.938 acre tract, continuing across Tract 1, a distance of 185.05 feet to the **POINT OF BEGINNING**, containing 1.676 acres of land, more or less.







# CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384 • Dripping Springs, TX 78620  
512.858.4725 • www.cityofdrippingsprings.com

August 14, 2020

SLF IV – Dripping Springs JV, L.P.  
c/o Ankura Consulting Group, LLC  
1180 West Peachtree Street NW, Suite 550  
Atlanta, GA 30309

Re: Assignment of all rights, interests, and obligations of SLF IV – Dripping Springs JV, LP (“SLF”) under the following: (1) Annexation and Development Agreement – Planned Development District No. 5: Heritage Subdivision, by and among SLF, the City of Dripping Springs, Texas (the “City”) and BobWhite Investments, LP, dated effective October 17, 2017 (the “Development Agreement”); (2) Heritage Public Improvement District Financing Agreement by and between the City and SLF dated effective October 17, 2017 (the “PID Financing Agreement”); and (3) Offsite Road and Trail Agreement by and between the City and SLF dated effective October 17, 2017 (the “Offsite Road and Trail Agreement”)

Dear Mr. Unell,

The City of Dripping Springs received your Assignment request for the Annexation and Development, and related agreements, for the Heritage Subdivision on August 7, 2020. Please consider this our objection letter. Under the Agreement, the assignment needs to show that the assignee:

- (i) Does not owe delinquent taxes or fees to the City;
- (ii) Is not in material default (beyond any applicable notice and cure period) under any development agreement with the City, and
- (iii) Has the experience, expertise and the financial capacity and ability to perform the duties or obligations so assigned under this Agreement or that the assignee is public traded and listed on the New York Stock Exchange and is a member of the National Association of Home Builders.

Furthermore, the signatory must be an officer that has the authority to bind the assignee. You propose two assignees:

M/I Homes of Austin, LLC  
Trendmaker Homes, Inc.

**Objection to the Assignment is as follows:**

**M/I Homes of Austin, LLC: Additional Information**

1. Please provide documentation that allows William G. Peckman to bind M/I Homes of Austin, LLC. including a notarized corporate resolution. The Assignee’s signature also needs to be notarized.
2. Please provide documentation of M/I Homes membership in either the National Association of Home Builders or the Texas Association of Builders.

**Trendmaker, Inc.**

1. Please provide documentation that allows the signatory of the Certificate to bind Trendmaker, Inc. including a notarized corporate resolution. The Assignee's signature also needs to be notarized.
2. Please provide proof of the "experience, expertise and the financial capacity" of Trendmaker, Inc. or their membership on the NYSE and National Association of Home Builders or the Texas Association of Builders.
  - a. Information that would assist in this analysis would be:
    - i. Latest audited financial documents
    - ii. Federal Tax Returns
    - iii. Other financial report that indicates experience, expertise and the financial capacity

Please provide this additional documentation and we can move forward with your assignment.

Sincerely,



Laura Mueller  
City Attorney

[lmuller@cityofdrippingsprings.com](mailto:lmuller@cityofdrippingsprings.com)

CC: Allan Katz  
Maynard, Cooper & Gale, P.C.  
5949 Sherry Lane, Suite 850  
Dallas, Texas 75225  
(214) 239-2379  
[akatz@maynardcooper.com](mailto:akatz@maynardcooper.com)

SLF IV – Dripping Springs JV, L.P.  
c/o Ankura Consulting Group, LLC  
1180 West Peachtree Street NW, Suite 550  
Atlanta, GA 30309

September 16, 2020

Via email (lmueller@cityofdrippingsprings.com)

Laura Mueller  
City Attorney  
City of Dripping Springs  
511 Mercer Street  
Dripping Springs, Texas 78620

Re: Assignment of all rights, interests, and obligations of SLF IV – Dripping Springs JV, L.P. (“SLF”) under the following: (1) Annexation and Development Agreement - Planned Development District No. 5: Heritage Subdivision, by and among SLF, the City of Dripping Springs, Texas (the “City”) and BobWhite Investments, LP, dated effective October 17, 2017 (the “Development Agreement”); (2) Heritage Public Improvement District Financing Agreement by and between the City and SLF dated effective October 17, 2017 (the “PID Financing Agreement”); and (3) Offsite Road and Trail Agreement by and between the City and SLF dated effective October 17, 2017 (the “Offsite Road and Trail Agreement”)

Dear Ms. Mueller:

Enclosed please find information provided to SLF by M/I Homes of Austin, LLC and Trendmaker Homes, Inc. in response to the requests in your letter dated August 14, 2020.

As set forth in SLF’s letter to the City dated August 5, 2020, SLF requests that the City execute the City Approval of Assignments and Confirmation of Assignee Satisfaction of Requirements for Assignment of Development Agreement, PID Financing Agreement and Offsite Road and Trail Agreement which was enclosed with such letter with respect to the assignments described therein and provide SLF with an executed copy thereof within ten (10) days of the date hereof.

Also as set forth in SLF’s August 5, 2020 letter, the assignments described therein will only occur if and at such time as the closing of the sale of the Land to Assignee occurs. At the time of such closing, the parties will provide the City with notice that the closing of the sale of the Land and the assignments described herein have occurred, together with a copy of the assignment documents (which will provide that Assignee assumes all of the assigned obligations of SLF under the above-described agreements).


Sincerely,

**SLF IV – DRIPPING SPRINGS JV, L.P.,**  
a Texas limited partnership

By: SLF IV Property GP, LLC,  
a Texas limited liability company,  
its General Partner

By: Stratford Land Fund IV, L.P.,  
a Delaware limited partnership,  
its Co-Managing Member

By: SLF IV 2020 GP, LLC,  
a Texas limited liability company,  
its General Partner

By:   
Name: ROBERT E UNER  
Title: MANAGER

cc: Allan Katz  
Maynard, Cooper & Gale, P.C.  
5949 Sherry Lane, Suite 850  
Dallas, Texas 75225  
(214) 239-2379  
[akatz@maynardcooper.com](mailto:akatz@maynardcooper.com)

**Certificate**

Reference is hereby made to that certain: (i) Annexation and Development Agreement - Planned Development District No. 5: Heritage Subdivision, by and among SLF IV – Dripping Springs JV, L.P. (“SLF”), the City of Dripping Springs, Texas (the “City”) and BobWhite Investments, LP, dated effective October 17, 2017 (the “Development Agreement”); (ii) Heritage Public Improvement District Financing Agreement by and between the City and SLF dated effective October 17, 2017 (the “PID Financing Agreement”); and (iii) Offsite Road and Trail Agreement by and between the City and SLF dated effective October 17, 2017 (the “Offsite Road and Trail Agreement,” and together with the Development Agreement and the PID Financing Agreement, the “Agreements”).

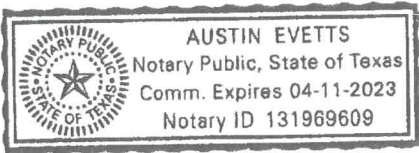
SLF has contracted to sell a portion of the land (or an undivided interest therein) covered by the Agreements to M/I Homes of Austin, LLC, an Ohio limited liability company (“Assignee”), and in connection with such sale, to assign SLF’s interests in the Agreements to Assignee (individually, or as a tenant in common with Trendmaker Homes, Inc. as owners of undivided interests in such land).

In accordance with Section 10.9 of the Development Agreement, Section 8.5 of the Offsite Road and Trail Agreement, and Section 8.03 of the PID Financing Agreement, Assignee hereby certifies to SLF, as of the date hereof, as follows:

1. Assignee does not owe delinquent taxes or fees to the City;
2. Assignee is not in material default (beyond any applicable notice and cure period) under any development agreement with the City; and
3. Assignee has the experience, expertise and financial capacity and ability to perform the duties or obligations so assigned under each of the Agreements. Assignee is a home builder that is a wholly-owned subsidiary of M/I Homes, Inc., a publicly traded company listed on the New York Stock Exchange as MHO. Additional information on M/I Homes, including SEC filings containing detailed resources on the company’s experience, expertise and financial capacity, may be found at [investors.mihomes.com](http://investors.mihomes.com).

By its execution below, Assignee confirms that the individual executing this Certificate on behalf of Assignee has been authorized to do so.

Executed by the undersigned and effective as of September 14, 2020.



**ASSIGNEE:**

**M/I HOMES OF AUSTIN, LLC**, an Ohio limited liability company

By: [Signature]  
William G. Peckman, Area President

THE STATE OF TEXAS                   §  
   §  
COUNTY OF TRAVIS                   §

This instrument was acknowledged before me on the 14<sup>th</sup> day of SEPTEMBER, 2020, by William G. Peckman, Area President of M/I Homes of Austin, LLC, an Ohio limited liability company, on behalf of said limited liability company.

(seal)

[Signature]  
Notary Public Signature

{W0974587.4}

### Certificate

Reference is hereby made to that certain: (i) Annexation and Development Agreement - Planned Development District No. 5: Heritage Subdivision, by and among SLF IV – Dripping Springs JV, L.P. (“SLF”), the City of Dripping Springs, Texas (the “City”) and BobWhite Investments, LP, dated effective October 17, 2017 (the “Development Agreement”); (ii) Heritage Public Improvement District Financing Agreement by and between the City and SLF dated effective October 17, 2017 (the “PID Financing Agreement”); and (iii) Offsite Road and Trail Agreement by and between the City and SLF dated effective October 17, 2017 (the “Offsite Road and Trail Agreement,” and together with the Development Agreement and the PID Financing Agreement, the “Agreements”).

SLF has contracted to sell a portion of the land (or an undivided interest therein) covered by the Agreements to M/I Homes of Austin, LLC, an Ohio limited liability company (“M/I”), and in connection with such sale, to assign SLF’s interests in the Agreements to M/I, individually, or as a tenant in common with Trendmaker Homes, Inc. (“Trendmaker”), as owners of undivided interests in such land.

In accordance with Section 10.9 of the Development Agreement, Section 8.5 of the Offsite Road and Trail Agreement, and Section 8.03 of the PID Financing Agreement, Trendmaker hereby certifies to SLF, as of the date hereof, as follows:

1. Trendmaker does not owe delinquent taxes or fees to the City;
2. Trendmaker is not in material default (beyond any applicable notice and cure period) under any development agreement with the City; and
3. Trendmaker has the experience, expertise and financial capacity and ability to perform the duties or obligations so assigned under each of the Agreements. Trendmaker is a home builder that is a wholly-owned subsidiary of TRI Pointe Group, Inc., a publicly traded company listed on the New York Stock Exchange as TPH. Additional information on TRI Pointe Group, including SEC filings containing detailed resources on the company’s experience, expertise and financial capacity, may be found at [www.tripointegroup.com](http://www.tripointegroup.com).

By its execution below, Trendmaker confirms that the individual executing this Certificate on behalf of Trendmaker has been authorized to do so.

Executed by the undersigned and effective as of Sept. 15, 2020.

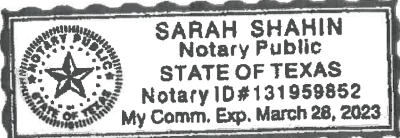
**ASSIGNEE:**

**TRENMAKER HOMES, INC.**, a Texas corporation

By: [Signature]  
Bryan R. Havel, Division President

THE STATE OF TEXAS  
COUNTY OF Williamson

This instrument was acknowledged before me on the 15th day of September, 2020, by Bryan R. Havel, Division President of Trendmaker Homes, Inc., a Texas corporation, on behalf of said corporation.

(seal) 

[Signature]  
Notary Public Signature

{W0987281.3}



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313 E. 12<sup>th</sup> St., Ste. 210, Austin, TX 78701 ■ (800) 252-3625 ■ (512) 476-6346 ■ [www.TexasBuilders.org](http://www.TexasBuilders.org)

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August 18, 2020

TO WHOM IT MAY CONCERN:

This letter is to confirm that M/I Homes is a member in good standing of the Texas Association of Builders.

M/I Homes is also a member in good standing with the Home Builders Association of Greater Austin and the National Association of Home Builders.

**Blair Kirkpatrick**

Texas Association of Builders  
313 East 12<sup>th</sup> Street, Suite 210  
Austin, Texas 78701  
(512) 476-6346  
[www.texasbuilders.org](http://www.texasbuilders.org)



The Home Builders Association of Greater Austin | 8140 Exchange Drive, Austin, TX 78754  
512.454.5588 | info@HBAaustin.com | HBAaustin.com

**BOARD OF DIRECTORS**

**Officers**

**President**  
Joe Fowler

September 9, 2020

**Past President**  
Becky Collins

Please let this letter serve as confirmation that Trendmaker Homes is a member in good standing with the Home Builder Association of Greater Austin.

**President-Elect**  
Chad Durham

All members of our organization are also members at the state, Texas Association of Builders (TAB) and the national, National Association of Home Builders (NAHB) levels.

**Infill Builders Council President**  
Scott Turner

**Finance VP**  
Clare Branson

**Government Relations VP**  
Hank Smith

**Penni Hafer**  
**Director of Membership**

**Membership VP**  
John Jones

Home Builders Association of Greater Austin  
8140 Exchange Drive, Austin, TX 78754  
512.861.2089 – office  
[penni@hbaaustin.com](mailto:penni@hbaaustin.com)

**Special Projects VP**  
Melissa Brown

**Workforce VP**  
Ross Britton



**Builder Members**

- Bryan Beil
- David Burton
- Sean Chandler
- Charlie Coleman\*
- Ron Glenn
- Andy Jacobs
- Duke Kerrigan
- Carrie Moorman\*
- Lindsay Motley
- Zach Savage
- Nancy Stroder
- Tommy Tucker
- Will Winkler

\*Ex-officio

**Associate Members**

- John Endendyk
- Miranda Hardin
- Eldon Rude

**Chief Executive Officer**  
Taylor Jackson, CAE, MPA



SECRETARY'S CERTIFICATE

**M/I Homes of Austin, LLC**

This SECRETARY'S CERTIFICATE ("Certificate") is executed effective as of August 19, 2020, by the undersigned ("Affiant"), who hereby certifies that Affiant is the duly elected and acting Assistant Secretary of M/I Homes of Austin, LLC, an Ohio limited liability company ("Company"), and is authorized to execute and deliver this Certificate, and Affiant further certifies as follows:

Resolutions. That Exhibit "A" attached hereto and incorporated herein by reference is a true, complete and correct restatement of certain resolutions adopted on July 10, 2019, by unanimous written consent of the Management Committee of the Company, which such unanimous consent was and is in the form required by and in conformity with the Company's Articles of Organization, and all applicable law. None of the resolutions attached hereto have been amended, modified or rescinded, and each such resolution is in full force and effect on the date hereof. There is no provision of the Articles of Organization or Operating Agreement of the Company limiting the power of the Management Company to pass, and for the Company to perform as contemplated by, the resolutions specified herein, and such resolutions are in conformity with the provisions of said Articles of Organization and Operating Agreement.

EXECUTED effective as of the date first above written.

AFFIANT:

Name: Ruth E. Waters  
Title: Assistant Secretary

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

SWORN TO AND SUBSCRIBED BEFORE ME, this 19<sup>TH</sup> day of August, 2020, by Ruth E. Waters, to certify which, witness my hand and seal of office.

[SEAL]

  
Notary Public, State of Texas

My Commission Expires:

9-30-2020

Irene Falcon  
Printed Name of Notary Public

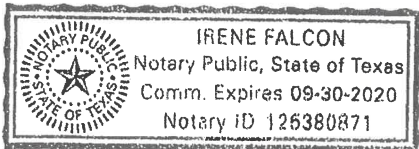


EXHIBIT "A"

Resolutions

**AN ACTION BY WRITTEN CONSENT OF THE MANAGEMENT COMMITTEE  
OF  
M/I HOMES OF AUSTIN, LLC  
WITHOUT A MEETING**

The undersigned, being all of the members of the Management Committee of M/I Homes of Austin, LLC, an Ohio limited liability company (the "Company"), hereby authorize, take, approve and consent to the actions expressed in the following recitals and resolutions without a meeting to be effective as of July 10, 2019:

**Election of Officers**

WHEREAS, the members of the Management Committee of the Company desire to elect the officers of the Company and to set forth the powers that shall be possessed by and duties that shall be performed by various officers of the Company;

NOW, THEREFORE, BE IT:

RESOLVED, that the following persons be, and they hereby are, elected to the offices of the Company set forth opposite their respective names to serve until their successors are duly elected:

- |                         |   |
|-------------------------|---|
| Robert H. Schottenstein | - Chief Executive Officer and President                                 |
| Phillip G. Creek        | - Executive Vice President and Chief Financial Officer                  |
| J. Thomas Mason         | - Executive Vice President, Chief Legal Officer and Secretary           |
| Donald R. Westfall      | - Senior Vice President and General Counsel                             |
| Zachary M. Sugarman     | - Vice President and Assistant General Counsel                          |
| Kevin C. Hake           | - Treasurer and Senior Vice President, Finance and Business Development |

Mark Kirkendall	- Vice President Housing/Land Controller
D.S. Nguyen	- Controller
Randy Green	- Assistant Controller
Tom Jacobs	- Region President
William G. Peckman	- Area President
Royce Rippy	- Vice President, Land
Kreg Conner	- Vice President, Sales and Marketing
Brian Goclan	- Vice President, Purchasing
Victoria L. Sheets	- Assistant Secretary
Ruth Waters	- Assistant Secretary
Laura Lafferty	- Assistant Secretary

#### Scope of Authority of Chief Executive Officer and President

RESOLVED, that the Chief Executive Officer and President, be, and hereby is, authorized and empowered to execute and deliver in the name of and on behalf of the Company any and all documents and agreements and to take all actions that he, in his sole and absolute discretion, may deem necessary and appropriate in order to further the business and affairs of the Company, except as otherwise provided by law, the Articles of Organization or the Operating Agreement of the Company.

#### Borrowing and Pledging of Collateral Interests

RESOLVED, that the Chief Executive Officer and President, be, and hereby is, authorized and empowered to make borrowings in the name of and on behalf of the Company and to pledge as collateral the real or personal property of the Company to secure the same, as he in his sole and absolute discretion, may deem necessary in order to further the business and affairs of the Company; and

FURTHER RESOLVED, that the Chief Executive Officer and President, the Executive Vice President and Chief Financial Officer, the Executive Vice President Chief Legal Officer and Secretary, the Senior Vice President and General Counsel, the Vice President and Assistant General Counsel, and the Treasurer and Senior Vice President, Finance and Business Development (the "Authorized Officers") be, and each of them, acting individually, hereby is, authorized and empowered to execute and deliver in the name and on behalf of the Company any and all documents that may be required to effectuate borrowings or pledge collateral authorized in writing by the Chief Executive Officer and President of the Company including, but not limited to, notes, loan agreements, mortgages, deeds of trust, security agreements, letter of credit applications and agreements, guarantees, interest rate risk management agreements including ISDA master agreements, schedules and confirmations, and all other documents necessary to consummate such transactions;

FURTHER RESOLVED, that the Treasurer and Senior Vice President, Finance and Business Development shall: (i) receive and safely keep all money, bills, notes, securities and similar property belonging to the Company, and shall do with or disburse the same as directed by any one or more of the Authorized Officers (ii) keep an accurate account of the finances and business of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses and interests, together with such other accounts as may be required, and hold the same open for inspection and examination; (iii) be authorized and empowered to execute and deliver in the name and on behalf of the Company any and all letter of credit applications and agreements and bond applications and agreements; and (iv) have such additional powers and duties as the Authorized Officers may from time to time assign to him/her; and

FURTHER RESOLVED, that the Vice President Housing/Land Controller and the Assistant Controller are empowered to execute and deliver in the name and on behalf of the Company any and all bond applications and agreements, letter of credit applications and agreements, and shall have such additional powers and duties as the Authorized Officers may from time to time assign to him/her.

#### Purchase, Option or Lease of Property

RESOLVED, that the Authorized Officers be, and each of them, acting individually, hereby is, authorized and empowered to execute and deliver in the name and on behalf of the Company any and all documents that may be required to effectuate (i) the lease, option to purchase, purchase or exchange of real property (improved or unimproved) by the Company; (ii) the lease or purchase of personal property by the Company; and (iii) borrowings in the nature of seller financing and mortgages, deeds of trust or security agreements pledging the property so acquired as collateral to secure such borrowings; and

FURTHER RESOLVED, that the Region President, the Area President and the Vice President, Land, be, and each of them acting individually, hereby is,

authorized and empowered to execute and deliver in the name and on behalf of the Company any and all documents that may be required to effectuate the closing of the lease, purchase or exchange of real property (improved or unimproved) to the extent that such lease, purchase or exchange has been authorized in writing by, or the contract obligating the Company to purchase the same has been executed by, any one or more of the Authorized Officers, including, but not limited to, closing statements and other documents similar thereto, affidavits, notes and mortgages or deeds of trust in favor of the seller, other agreements contemplated by the purchase contract and other certifications as may be required at the Company's closings (or as to which any such officers has executed the purchase contract obligating the Company to such purchase).

FURTHER RESOLVED, that the Vice President Housing/Land Controller, be, and acting individually, hereby is, authorized and empowered to execute and deliver in the name and on behalf of the Company any and all model home lease agreements.

### Sale of Property

RESOLVED, that the Authorized Officers be, and each of them, acting individually, hereby is, authorized and empowered to execute and deliver in the name and on behalf of the Company any and all documents that may be required to effectuate the sale, lease or other conveyance of any real or personal property of the Company, wherever located;

FURTHER RESOLVED, that the Region President, the Area President, the Controller, the Vice President, Purchasing, and the Vice President, Sales and Marketing be, and each of them, acting individually hereby is, authorized and empowered to execute and deliver in the name of and on behalf of the Company contracts and all addenda related thereto for the sale and conveyance of any real property improved with housing (attached or detached and including without limitation, townhomes), owned by the Company.

FURTHER RESOLVED, that the Region President, the Area President, the Controller, and Vice President, Purchasing be, and each of them, acting individually, hereby is, authorized and empowered to execute and deliver in the name of and on behalf of the Company any and all documents that may be required to effectuate (i) the sale and conveyance of any real property improved with housing (attached or detached and including, without limitation, townhomes), owned by the Company; (ii) the conveyance of common areas or areas designated as reserves, conservation easements, green space, or other terms of similar meaning, to political subdivisions, homeowners associations or other similar entities, which areas are owned by the Company; (iii) the sale and conveyance of any other real property owned by the Company to the extent that such sale and conveyance has been authorized in writing by, or the contract obligating the Company to sell the same has been executed by, any one or more of the Authorized Officers, including, but not limited to, closing statements and

other documents similar thereto, affidavits, other agreements contemplated by the sale contract and other certifications as may be required at the Company's closings, but in any event not including deeds; and (iv) such other acts and things that may be necessary, convenient or appropriate to effectuate and carry out each and all of the transactions contemplated by this resolution;

FURTHER RESOLVED, that the Region President, and the Area President be, and each of them, acting individually, hereby is, authorized and directed to submit to any one or more of the Authorized Officers from time to time a list of employees or legal professionals in the geographic area of responsibility of such Region President, or Area President, to represent the Company at closings wherein the Company is selling, transferring, and/or delivering parcels of real property in the ordinary course of its business; and

FURTHER RESOLVED, that such employees of the Company or legal professionals who have been or hereafter are recommended by the Region President or the Area President, in the manner set forth in the immediately foregoing resolution and who are approved in writing by any one or more of the Authorized Officers be, and each of them, acting individually, hereby is, authorized and empowered for and on behalf of the Company: (i) to execute and acknowledge closing statements and other documents similar thereto, including, but not limited to, affidavits, the FHA/VA Amendatory Clause and Real Estate Certification addendum, and other certifications as may be required at the Company's closings and that may be necessary and proper to effectuate the expedient sale or transfer by the Company of parcels of real property; (ii) to receive on behalf of and in the name of the Company the consideration paid in connection with each and all of the transactions contemplated by this resolution; and (iii) to do such other acts and things (other than executing deeds) that may be necessary, convenient or appropriate to effectuate and carry out each and all of the transactions contemplated by this resolution; provided, however, that if any employee or legal professional so approved shall no longer be employed by the Company, or the authority of such employee or legal professional shall be rescinded in writing by any one or more of the Authorized Officers, then the authorization heretofore granted such employee or legal professional shall expire and terminate on the date of such termination of employment or rescission of authority and such person shall in no way be authorized or empowered to act on behalf of or to represent the Company thereafter.

#### Development of Real Property

RESOLVED, that the Authorized Officers, the Region President, and the Area President be, and each of them, acting individually, hereby is, authorized and empowered to execute and deliver in the name and on behalf of the Company: (i) any and all documents that may be required to effectuate the recording of a final plat of real property, including, but not limited to affidavits, easements, zoning/variance requests and other documents similar thereto, that may be necessary and proper to effectuate the recording of the final plat or otherwise

develop real property for the purpose of constructing housing thereon; and (ii) to do such other acts and things that may be necessary, convenient or appropriate to effectuate and carry out each and all of the transactions contemplated by this resolution; and

FURTHER RESOLVED, that the Authorized Officers, the Region President and the Area President be, and each of them, acting individually, hereby is, authorized and empowered to execute and deliver in the name of and on behalf of the Company any and all documents that may be required to effectuate contractor/owner development contracts and development agreements and other documents with utility companies and with various governmental municipalities, including without limitation tap agreements and temporary construction easements, and to do such other acts and things that may be necessary, convenient or appropriate to effectuate and carry out each and all of the transactions contemplated by this resolution.

### Miscellaneous

RESOLVED, that any one or more of the officers (including without limitation the Assistant Secretaries) of the Company be, and each of them, acting singly, hereby is, authorized and empowered to countersign or attest any and all documents executed by another authorized officer of the Company as may be required to effectuate the sale or conveyance of any real or personal property owned by the Company or to effectuate the lease, option to purchase or purchase of improved real property, land or lots, or personal property by the Company;

FURTHER RESOLVED, that each document of sale, purchase or conveyance to be executed by the Company shall require the signature of only one of the officers of the Company authorized herein to execute such document, except as may otherwise be required by law;

FURTHER RESOLVED, that the authority granted hereby to each officer named herein (i) shall be effective only so long as he or she remains in at least one of the offices of the Company indicated herein or hereafter with respect to such individual and (ii) shall be effective for such officer's successors as elected from time to time until superseded by resolution of the Management Committee of the Company; and

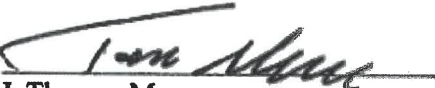
FURTHER RESOLVED, that the foregoing resolutions shall replace and supersede all resolutions previously adopted with respect to the authority of officers of the Company in connection with the matters governed thereby.



IN WITNESS WHEREOF, the undersigned, being all of the members of the Management Committee, hereby indicate in writing their authorization and approval of, and consent to, the foregoing actions and resolutions without a meeting, to be effective as of the date first set forth above.

  
Robert H. Schottenstein

  
Phillip G. Creek

  
J. Thomas Mason

**ASSISTANT SECRETARY'S CERTIFICATE**

Trendmaker Homes, Inc.

This ASSISTANT SECRETARY'S CERTIFICATE ("Certificate") is executed effective as of September 14, 2020 by the undersigned ("Affiant"), who hereby certifies that Affiant is the duly elected and acting Assistant Secretary of Trendmaker Homes, Inc., a Texas corporation ("Company"), and is authorized to execute and deliver this Certificate, and Affiant further certifies as follows:

Resolutions. That Exhibit "A" attached hereto and incorporated herein by reference are two (2) true, complete and correct Secretary's Certificates, each executed and issued on April 6, 2020 by the Secretary of the Company, which such Secretary's Certificates were and are in the form, if any, required by and in conformity with the Articles of Incorporation and Bylaws of the Company and all applicable law. None of the statements in the Secretary's Certificates attached hereto have been amended, modified or rescinded, and each Secretary's Certificate is in full force and effect on the date hereof.

EXECUTED effective as of the date first above written.

AFFIANT:



Matthew A. Susson, Assistant Secretary

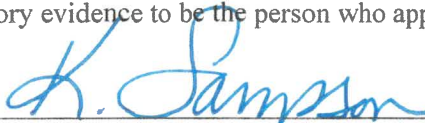
**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

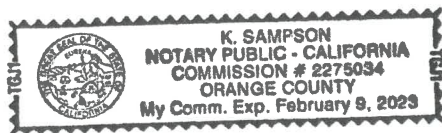
State of California )  
 ) ss.  
County of Orange )

Subscribed and sworn to (or affirmed) before me on this 14th day of September 2020, by MATTHEW A. SUSSON, proved to me based on satisfactory evidence to be the person who appeared before me.

(Seal)



Signature of Notary



K. Sampson  
Print Name

My commission expires: 02/09/23

**SECRETARY'S CERTIFICATE  
OF  
TRENDMAKER HOMES, INC.**

**April 6, 2020**

The undersigned, does hereby certify that he is the duly elected Secretary of Trendmaker Homes, Inc., a Texas corporation (the "Company"), organized and existing under the laws of the State of Texas, and as such is familiar with and duly authorized to certify the matters herein.

The undersigned further certifies, in his capacity as Secretary of the Company, that:


1. The persons whose names and titles appear below are duly elected officers and acting authorized signatories of the Company and are each authorized by the Chief Executive Officer of the Company to execute documentation pertaining to the development, entitlement and management of real property, including, but not limited to, recordable memoranda of agreements, school mitigation agreements, cost sharing/reimbursement agreements, memoranda of understanding, development agreements, agency permits, maps, development applications, tolling agreements, and consultant contracts.

Name	Title
Bryan Havel	Division President—Austin

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first written above.

  
 \_\_\_\_\_  
 David C. Lee, Secretary

The undersigned, the duly elected Assistant Secretary of the Company, does hereby certify that David C. Lee is the duly elected Secretary of the Company and that the signature set forth above his name is his true and correct signature.

  
 \_\_\_\_\_  
 Matthew A. Susson, Assistant Secretary

**SECRETARY'S CERTIFICATE  
OF  
TRENDMAKER HOMES, INC.**

**April 6, 2020**

The undersigned, does hereby certify that he is the duly elected Secretary of Trendmaker Homes, Inc., a Texas corporation (the "Company"), organized and existing under the laws of the State of Texas, and that as a duly elected, qualified and acting Secretary, does hereby certify:


1. Authorized Signatories. The persons whose names and titles appear below are duly elected officers and acting authorized signatories of the Company and are each authorized to execute contracts, escrow instructions, grant deeds, lot line adjustments and other pertinent documents relating to the purchase or sale of real property for the Company.

Name	Title
Bryan Havel	Division President—Austin

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first written above.

  
 \_\_\_\_\_  
 David C. Lee, Secretary

The undersigned, the duly elected Assistant Secretary of the Company, does hereby certify that David C. Lee is the duly elected Secretary of the Company and that the signature set forth above his name is his true and correct signature.

  
 \_\_\_\_\_  
 Matthew A. Susson, Assistant Secretary

**ASSIGNMENT AND ASSUMPTION OF  
WASTEWATER AND FEE AGREEMENT**

8.564 Acres  
27110 RR 12  
Dripping Springs, TX 78620

THIS ASSIGNMENT AND ASSUMPTION OF WASTEWATER AND FEE AGREEMENT ("Assignment") is made and entered into as of the 3<sup>rd</sup> day of October, 2020, by SK7 INVESTMENT GROUP, LLC, a Texas limited liability company ("Assignor"), CRTX DEVELOPMENT, LLC, Texas limited liability company ("Assignee") and THE CITY OF DRIPPING SPRINGS, TEXAS ("City").

WITNESSETH:

WHEREAS, the Assignor is the current holder of a Wastewater and Fee Agreement with the City of Dripping Springs, Texas dated May 12, 2020 (the "Agreement"), for the real property being 8.564 acres located at 27110 RR 12, Dripping Springs, Texas 78620 and as further described therein (the "Property"); and

WHEREAS, Assignor desires to assign the Agreement to Assignee and Assignee desires to assume the same.

NOW THEREFORE, Assignor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, hereby agrees as follows:

1. Assignor has ASSIGNED, and by these presents does hereby ASSIGN to Assignee, its successors and assigns all of its right, title and interest in and to the Agreement, together with any and all funds or other collateral deposited pursuant to the Agreement.
2. Assignee hereby assumes the obligations of Assignor under the Agreement accruing from and after the date hereof. Assignee agrees to hold Assignor harmless from and against any and all claims, loss, damages, liability, cost and expense (including attorneys fees) with respect to the Agreement arising or accruing from and after the date hereof. Assignor agrees to hold Assignee harmless from and against any and all claims, loss, damages, liability, cost and expense (including attorney's fees) with respect to the Agreement arising or accruing prior to the date hereof.
3. This Assignment shall be binding upon, and shall inure to the benefit of, all of the parties hereto, their successors and assigns.
4. The City appears herein and consents to this Assignment.

[SIGNATURES ON FOLLOWING PAGES]

*[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]*

EXECUTED by Assignor as of the day and year first above written.

ASSIGNOR:

SK7 INVESTMENT GROUP, LLC

By: MS Sledge

Name: Mike Sledge

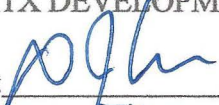
Title: Partner

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]

EXECUTED by Assignee as of the day and year first above written.

ASSIGNEE:

CRTX DEVELOPMENT, LLC

By:   
Name: Douglas J. Corbis  
Title: MANAGER

*[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]*

EXECUTED by the City as of the day and year first above written.

CITY:

THE CITY OF DRIPPING SPRINGS, TEXAS

By: \_\_\_\_\_

Name: **Bill Foulds, Jr.**

Title: **Mayor**



Item # 4.

**TEXAS SECRETARY of STATE  
RUTH R. HUGHS**

**BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY**

<b>Filing Number:</b>	803374406	<b>Entity Type:</b>	Domestic Limited Liability Company (LLC)
<b>Original Date of Filing:</b>	July 22, 2019	<b>Entity Status:</b>	In existence
<b>Formation Date:</b>	N/A	<b>FEIN:</b>	
<b>Tax ID:</b>	32071431038		
<b>Duration:</b>	Perpetual		
<b>Name:</b>	CRTX Development LLC		
<b>Address:</b>	9699 COUNTY ROAD 132 CELINA, TX 75009-2519 USA		

<a href="#">REGISTERED AGENT</a>	<a href="#">FILING HISTORY</a>	<a href="#">NAMES</a>	<a href="#">MANAGEMENT</a>	<a href="#">ASSUMED NAMES</a>	<a href="#">ASSOCIATED ENTITIES</a>
<b>Name</b>	<b>Address</b>	<b>Inactive Date</b>			
Douglas J Cobb	9699 CR 132 Celina, TX 75009-75009 USA				

Instructions:

- To place an order for additional information about a filing press the 'Order' button.

## LIABILITY & MAINTENANCE AGREEMENT

This Liability and Maintenance Agreement (the “**Agreement**”) is made as of this 10<sup>th</sup> day of November 2020, (the “**Effective Date**”) by and between the City of Dripping Springs, Texas (the “**City**”) and Ivan Misner and Beth Misner (the “**Lessors**”).

**WHEREAS,** the City seeks to use Lessor’s parking lot at the premises located around and/or near 300 Mercer St. and 293 Mercer St., Dripping Springs, Texas 78620 (the “**Premises**”) for the City’s Christmas on Mercer event; and

**WHEREAS,** the City seeks to use Lessor’s parking lot at the premises located around and/or near the Premises for the Founders Day Festival event; and

**WHEREAS,** the Lessor’s seek to limit it’s liability to allow the City to use its Premises for said events.

**NOW THEREFORE, for valuable consideration, the receipt, which is hereby acknowledged, the City and Lessors agree as follows:**

### **A. USE OF PROPERTY**

The Christmas on Mercer event will access and use the parking lot from 6:30 a.m. Saturday, December 5, 2020 to 8 p.m. on Saturday, December 5, 2020. The Founders Day Festival will access and use the parking lot from 12:00 p.m. Thursday, April 22, 2021 to 12:00 a.m. Sunday, April 25, 2021. The use of the property will be for event purposes and shall not cause any damage to the property other than normal wear and tear.

### **B. SPONSORSHIP**

During the term of this Agreement, the City agrees to identify and acknowledge each lessor as a sponsor of the Events, by displaying the lessor’s logo and other agreed-upon identifying information on the City’s marketing, advertising, and promotional media in connection with the Events, in the manner (placement, form, content, etc.) reasonably agreed upon by the City and Lessors. This includes recognition on the Christmas on Mercer website, logo on the festival poster, and recognition on social media. Further, the City agrees to identify and acknowledge each lessor as an in-kind sponsor for the Events. Lessor, if choosing to be listed as a sponsor, agrees to provide all the necessary content and materials for use in connection with such sponsorship. During the term of this Agreement, each Lessor shall be permitted to utilize the City’s name, acronym and logo for the sole purpose of promoting the Lessor’s sponsorship of the Events.

### **C. LIABILITY COVERAGE**

The City of Dripping Springs, Texas has obtained and will keep in force liability coverage to cover its liability for its events to take place on Lessors’ property in the minimum amounts of \$1,000,000 per occurrence and has added Lessors as covered parties for personal injury, bodily injury and

property damage claims arising from the City hosting the Events on Lessors' Premises. (Attachment "A"). Said liability policy names the Lessors as Certificate Holders.

**D. TERM AND TERMINATION**

Term of this Agreement will begin on the Effective Date and continue for a period of one (1) year. The City and the Lessors have the option to mutually agree in writing to renew this Agreement for two (2) additional one (1) year periods, unless, (i) either party terminates for any reason upon sixty (60) days prior written notice to the other party; or (ii) both parties agree to terminate by mutual written consent.

**E. CLEANUP**

The City agrees that it will, within a reasonable period and using its own money and resources, clean the Premises after the Events are over.

**CITY OF DRIPPING SPRINGS:**

**LESSORS:**

\_\_\_\_\_  
Bill Foulds, Jr., Mayor

\_\_\_\_\_  
Ivan Misner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Beth Misner

\_\_\_\_\_  
Andrea Cunningham, City Secretary

\_\_\_\_\_  
Date



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

**Submitted By:** Michelle Fischer, City Administrator

**Council Meeting Date:** November 10, 2020

**Agenda Item Wording:** **Approval of Payment of 90.75 hours of Compensatory Time Earned in Fiscal Year 2020 to Kelly Schmidt, Parks & Community Services Director.**

**Agenda Item Requestor:** Michelle Fischer, City Administrator

**Summary/Background:** Parks & Community Services Director Kelly Schmidt's total comp time earned for Fiscal Year 2020 was 290.75 hours. 100 comp hours have rolled over to Fiscal Year 2021 and Kelly has been paid for 100 comp time hours in accordance with the City's Personnel Manual. There is a balance of 90.75 hours that did not roll over and I recommend the City Council approve payment for this comp time earned.

Although some of Kelly's comp time earned last year can be considered routine work, this past year has had extraordinary circumstances with COVID, project submittals to the Hays County Parks and Open Space Commission, and staffing changes that required Kelly to put in a lot of hours at DSRP, resulting in earned comp time.

Kelly's comp time hours earned for nonroutine items total 201.5 hours. I recommend paying Kelly for 90.75 hours which are attributable to the following: responding and planning for COVID issues; preparing application submittals, giving presentations, and attending Hays County Parks & Open Space Commission meetings; onboarding and training new staff; and attending special events.

All comp time earned by employees is required to be approved by the supervisor. Kelly always reported to Michelle Fischer when she had work to do that would result in comp time and have her approve it. It is expected in the future that much less comp time will be necessary based on current staffing, projects, and the needs of the Parks and Community Services Department. Kelly is expected to manage her workload in a way that avoids comp time as much as possible.

**Commission Recommendations:**

N/A

**Recommended  
Council Actions:**

Approve payment of 90.75 hours of comp time for Kelly Schmidt.

**Attachments:**

A detailed spreadsheet of Kelly Schmidt's comp time earned are on file.

**Next Steps/Schedule:**

If approved, notify City Treasurer and Kelly Schmidt.

## Co- Sponsorship Application

SPONSORING ORGANIZATION NAME: Vintage Market Days of Greater Austin

### APPLICANT

First Name: Bethany

Last Name: Oliver

Contact Number: 972-322-0551

Email: [greateraustin@vintagemarketdays.com](mailto:greateraustin@vintagemarketdays.com)

Address: 7948 E FM 1431 Marble Falls, TX 78654

### EVENT

NAME: Vintage Market Days of Greater Austin

START DATE/TIME: December 4, 2020 9:00am

END DATE/TIME: December 6, 2020 4:00pm

ADDRESS: 1042 Event Center Dr. Dripping Springs, TX 78620

ESTIMATED ATTENDANCE: 8,000

### EVENT DESCRIPTION

Vintage Market Days<sup>®</sup> is an upscale, vintage-inspired, indoor/outdoor market featuring original art, antiques, clothing, jewelry, handmade treasures, home décor, outdoor furnishings, consumable yummys, seasonal plantings, and a little more. Vintage Market Days<sup>®</sup> events are so much more than a flea market. Each Vintage Market Days<sup>®</sup> event is a unique opportunity for vendors to display their talents and passions in creative venues.

WILL THIS EVENT BE OPEN TO ALL MEMBERS OF THE PUBLIC?

Yes

HAVE YOU PREVIOUSLY CO-SPONSORED WITH THE CITY OF DRIPPING SPRINGS?

Yes –Ranch Park in order to hang a banner at The Triangle

WILL YOU NEED MARKETING ASSISTANCE FOR THIS EVENT?

No

WILL THE CITY LOGO BE USED FOR THIS EVENT?

No

WILL ADMISSION BE CHARGED?

Yes

WILL ANYTHING BE SOLD?

(Vendor permit may be required)

Yes

WILL YOU BE SERVING FOOD?

(Food permit may be required)

Yes

IS THE ORGANIZATION A REGISTERED NONPROFIT CORPORATION OR 501(c)3?

(Attach proof to Application)

No. However, Vintage Market Days is partnering with the Dripping Springs Visitor's Bureau as their co-applicant for co-sponsorship to hang the event banner at the Triangle and they do meet this requirement.

DOES THE ORGANIZATION HAVE LIABILITY INSURANCE FOR THIS EVENT?

(Attach proof to Application)

Yes

IS A BUDGET SHEET THAT INCLUDES THE EXPENSES THE SPONSORSHIP IS REQUESTING INCLUDED WITH YOUR APPLICATION?

No—Sponsor is not asked to provide any funds.

HOW WILL THE CITY BE RECOGNIZED AS A CO-SPONSOR?

Ranch Park will be on full display as an outstanding event center. Ranch Park's address is on all marketing material.

WHAT IS YOUR MEDIA AND/ OR PUBLICITY PLAN?

Marketing is through social media outlets: Facebook, Instagram as well as TV and radio.

WHAT IS THE PRIOR HISTORY OF THIS EVENT OR SIMILAR EVENTS THAT INCLUDED COMMUNITY INVOLVEMENT? We held Vintage Market Days event in November 2019. The previous owner also held Vintage Market at Ranch Park for several years.

PLEASE, CHOOSE ONE OR MORE OF THE FOLLOWING OPTIONS AND BRIEFLY EXPLAIN YOUR SELECTION(S) BELOW:

This Event:

Promotes the City as a visitor destination and/or bring tourism- associated revenue to the City.

We provides a family centered event for enjoyment and shopping while positively economically impacting the city. The event brings in visitors from the Greater Austin area and beyond who frequent the local restaurants, hotels, and shops around the city. We have over 100 vendors staying at hotels and local B&Bs for 4 to 5 nights.

\*\*\*\*\*BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF\*\*\*\*\*  
RECEIVED BY CITY DATE:

CITY ADMINISTRATOR:

DATE: APPROVE DENY

DRIPPING SPRINGS RANCH PARK BOARD OF DIRECTORS RECOMMENDATION:

DATE: APPROVE DENY

CITY COUNCIL:

DATE: APPROVE DENY



## Sign Request Form

THE CITY MUST BE A CO-SPONSOR OF AN EVENT OR SERVICE FOR A SIGN ADVERTISING IT TO BE DISPLAYED ON CITY PROPERTY. ATTACH THIS REQUEST TO THE COSPONSORSHIP APPLICATION.

Banners shall not be more than 32 square feet in area and 6 feet in height.

Noncommercial signs and temporary signs shall not be more than 36 square feet in area and 6 feet in height.

Requirements for Banners to be displayed at The Triangle:

Banner Width & Height: 4 feet tall by 8 feet wide

Banner Material and Grommets: vinyl with hemmed grommets every 2 feet WIND SLITS ARE REQUIRED TO BE CUT IN BANNER TO ALLOW AIR FLOW. A BANNER WITHOUT WIND SLITS SHALL NOT BE DISPLAYED.

Sign locations will be determined by the City, based on availability.

The City will install the sign.

The City is not responsible for damage caused to a sign.

NAME OF ENTITY: Vintage Market Days of Greater Austin

NAME OF REPRESENTATIVE: Bethany Oliver

MAILING ADDRESS: 7948 E FM 1431 Marble Falls, TX 78654

TELEPHONE NUMBER 973-322-0551

EMAIL ADDRESS: [greateraustin@vintagemarketdays.com](mailto:greateraustin@vintagemarketdays.com)

### DESCRIPTION OF EVENT OR SERVICE:

Vintage Market Days® is an upscale, vintage-inspired, indoor/outdoor market featuring original art, antiques, clothing, jewelry, handmade treasures, home décor, outdoor furnishings, consumable yummys, seasonal plantings, and a little more. Vintage Market Days® events are so much more than a flea market. Each Vintage Market Days® event is a unique opportunity for vendors to display their talents and passions in creative venues.

DESCRIPTION OF INFORMATION TO BE DISPLAYED ON SIGN (ATTACH GRAPHIC TO APPLICATION):

Wording will be:  
Vintage Market Days  
December 4–6



SIGN DIMENSIONS AND HEIGHT: 4 feet tall by 8 feet wide

SIGN MATERIALS: Vinyl

REQUESTED DATE FOR SIGN TO BE DISPLAYED: November 4, 2020  
(No more than 30 days prior to event/service)

TYPE OF SIGN: BANNER

LOCATION WHERE SIGN WILL BE DISPLAYED: The Triangle at 12 and 290

City of Dripping Springs Page 8 of 8  
Co-Sponsorship Policy & Application Fiscal Year 2021



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

**Submitted By:** Kelly Schmidt, Parks & Community Services Director

**City Council Meeting Date:** November 10, 2020

**Agenda Item Wording:** Discuss and consider approval of a Resolution adopting the Parks and Community Services Park Bench/Tree Dedication and Donation Program

**Agenda Item Sponsor:** Taline Manassian

**Summary/Background:** During the PRC meeting on October 5, 2020 and the subsequent City Council meeting of October 13, 2020 a request for donation of a memorial bench was presented and approved by both civic bodies. During the initial PRC meeting staff was asked to develop a formal program that would present the bench dedication/donation opportunity to the public but also formulate a way to manage it. Commissioner Henline voiced concern that without a formal program the parks would be over-run with memorial benches and there would be no cohesion or process to manage future requests.

In response, staff reached out to neighboring cities with larger populations with veteran Parks and Recreation departments. Working from those successful programs, the Dripping Springs Parks and Community Services Dedication and Donation Program was created. Currently, the program is being presented as a management tool for Park Bench & Tree Dedication requests, but it will also serve as a general monetary & in-kind donation management mechanism, piggybacking off of the existing donation form and agreement process.

**Commission/Staff Recommendations:** Commission unanimously recommends approval of park bench/tree dedication and donation program. Staff recommends approval.

**Attachments:**

1. PRC Park Bench/Tree Dedication and Donation Program Brochure
2. Draft Resolution adopting the PRC Park Bench/Tree Dedication Program.

**Next Steps/Schedule:**

1. Produce brochure
2. Create supplemental materials (tracking system, donation bench pre-established locations along existing park benches, identify ideal locations for tree dedications.)
3. Create and present proposed map for dedication benches in existing parks.
4. Market opportunity on PCS pages of city website.

**CITY OF DRIPPING SPRINGS**

**RESOLUTION NO. 2020-R \_\_\_\_\_**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS,  
ADOPTING A PROGRAM FOR PARKS DEDICATION AND DONATIONS.

**WHEREAS**, the City Council of the City of Dripping Springs (“City Council”) maintains parkland and park facilities in the City of Dripping Springs, Texas (“City”); 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 331 of the Texas Local Government Code, the City has control and management over its parks and may raise funds that can be used for the improvement and operation of the park; and

**WHEREAS**, pursuant to Chapter 332 of the Texas Local Government Code, the City may accept a gift of money to use in support of public recreation facilities and programs; and

**WHEREAS**, existing parks in the City currently serve the needs of several neighborhoods located within the city limits, and are located within an approximate one-half to five-mile radius of City residents and ETJ users; and

**WHEREAS**, this program is adopted to provide an opportunity for individuals to honor people, cherish the memory of a loved one, or commemorate a special event and to provide additional trees, amenities, and donations for City parks; and

**WHEREAS**, the Parks and Recreation Committee recommended approval of the program at its meeting on November 2, 2020; and

**WHEREAS**, the City Council finds that the program proposed is reasonable, necessary, and proper for the good government of the City of Dripping Springs.

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

- 1. Findings of Fact:** The above and foregoing recitals are hereby found to be true and correct and are incorporated as finding of fact.
- 2. Parks Dedication & Donation Program:** The Program, as presented herein as Attachment “A”, is hereby adopted and approved.
- 3. Effective Date:** This resolution shall be effective from and after its approval and passage.

- 4. Meeting:** 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 10th day of November 2020.**

**CITY OF DRIPPING SPRINGS:**

---

Bill Foulds, Jr., Mayor

**ATTEST:**

---

Andrea Cunningham, City Secretary

## DEDICATION & DONATION PROGRAM

The Dedication and Donation program provides opportunities to honor people, cherish the memory of a loved one, commemorate a special event such as a birth, wedding or anniversary, or simply help beautify our parks. Trees and benches are creative gifts that can last for decades.

We welcome monetary donations. Did you know they are tax deductible? Unless otherwise directed, we will apply donations toward park maintenance, improvements and the offering of quality of life programs.

Donations are Tax Deductible. A permanent record of all donations is recorded. Donations greater than \$1000 require a donation agreement. Program participants receive a location map, letter of appreciation noting the contribution to the City's park system and a certificate suitable for framing. The certificate includes the honoree name, donor name, occasion, date, and location of the tree, bench, or other amenity/program that your donation supported.

**Please note: Trees and benches will be installed November to March only. Locations include parks and along trails, where space permits.**

## DEDICATION BENCH

\$1,300 PER BENCH

Benches provide a peaceful place of rest and reflection to park visitors. Donations to the Dedication Bench Program are used to purchase a 6' bench made of recycled material that is aesthetically in-line with ongoing efforts to beautify and update the quality of the Dripping Springs park amenities. There are a limited number of spaces allocated for Dedication Benches and they will be filled on a first-come first-served basis.

The backrest of the bench is adorned with a 6" x 4" bronze plaque with an inscription to commemorate the honoree/event of your choice.

The donation amount covers the purchase price of the bench and the plaque, staff time, and installation of the bench.



## DEDICATION TREE

\$500 PER TREE



Donations to the Dedication Tree Program are used to purchase the tree, plant the tree and provide for the tree's care and protection. Planting more trees in our parks help create forested wildlife habitat and shade for park visitors.

The native tree species is selected based on the best fit to promote a flourishing urban forest, the planting location, and nearby watering resources.

The goal of the program is to provide a philanthropic catalyst of commemoration that also improves and diversifies the tree species in our parks. This effort will ensure a healthy park system for all to enjoy for generations to come.

## ORDER FORM

FIRST NAME: \_\_\_\_\_

LAST NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ST: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_

BENCH

TREE

OTHER

*IF APPLICABLE PLEASE PRINT DEDICATION TEXT BELOW & SELECT*

IN MEMORY OF

IN HONOR OF

IN CELEBRATION OF

PLEASE MAKE CHECK PAYABLE TO:  
CITY OF DRIPPING SPRINGS

PAYMENT BY CREDIT CARD ACCEPTED  
PLEASE CALL : 512-894-2400

Once the order is received, staff will collaborate with you to find an appropriate location for your dedication bench or tree.

## THANK YOU!!!

## CONTACT



512-894-2400



Parks@cityofdrippingsprings.com

www.cityofdrippingsprings.com



City of Dripping Springs  
Parks & Community Services  
PO Box 384  
Dripping Springs, TX 78620



1042 Event Center Dr.  
Ranch House  
Dripping Springs, TX



# Dripping Springs Item # 8. PARKS DEDICATION & DONATION PROGRAM







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

**Submitted By:** Kelly Schmidt, Parks & Community Services Director

**City Council Meeting Date:** November 10, 2020

**Agenda Item Wording:** Consider and recommend approval of a resolution recognizing World Migratory Bird Day and the Bird City Texas Coalition's work toward the 2020 designation.

**Agenda Item Sponsor:** Mayor Pro Tem - Taline Manassian

**Summary/Background:** WORLD MIGRATORY BIRD DAY BACKGROUND

Since 2007, International Migratory Bird Day has been coordinated by Environment for the Americas (EFTA), a non-profit organization that strives to connect people to bird conservation.



Conservation of African-Eurasian Migratory Waterbirds (AEWA) to create a single, global bird conservation education campaign, World Migratory Bird Day (WMBD). Continuing our tradition with IMBD, WMBD celebrates and brings attention to one of the most important and spectacular events in the Americas – bird migration.

This new alliance furthers migratory bird conservation around the globe by creating a worldwide campaign organized around the planet's major migratory bird corridors, the African-Eurasian, the East Asian-Australasian, and the Americas. By promoting the same event name, annual conservation theme, and messaging, we combine our voices into a global chorus to boost the urgent need for migratory bird conservation.

EFTA will continue to focus its efforts on the flyways in the Americas to highlight the need to conserve migratory birds and protect their habitats, and will continue to coordinate events, programs, and activities in Canada, the United States, Mexico, Central and South America, and the Caribbean at protected areas, refuges, parks, museums, schools, zoos, and more. As many as 700 events and programs are hosted annually to introduce the public to migratory birds and ways to conserve them.

Passing a resolution in support of World Migratory Bird Day and holding ongoing related events and employing park/public land management practices focused on avian appreciation, conservation and education is a requirement of the BIRD CITY TEXAS application. It would be an honor for the city to obtain an official designation of BIRD CITY TEXAS from the Audubon Society/Texas Parks and Wildlife Department's program and an employment of the Parks and Community Services department's mission.

**Commission & Staff Recommendation:** Parks and Recreation Commissioners unanimously recommended approval on November 2, 2020. Staff recommends approval

**Attachments:** Draft Resolution

**Next Steps/Schedule:**

1. Attach to Bird City application.
2. Confer with Communications Director and publish press release.
3. Add resolution to Bird City Application page.
4. Begin planning for World Migratory Bird Day Fest

**CITY OF DRIPPING SPRINGS**

**RESOLUTION No. 2020-R\_\_**

A RESOLUTION OF THE CITY COUNCIL OF DRIPPING SPRINGS, TEXAS, RECOGNIZING THE SECOND SATURDAY IN MAY EACH YEAR AS WORLD MIGRATORY BIRD DAY AND AUTHORIZING THE BIRD CITY COALITION AND APPROPRIATE CITY STAFF TO CONTINUE PURSUIT OF CERTIFICATION IN THE TEXAS “BIRD CITY” PROGRAM; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

**WHEREAS**, migratory birds are some of the most beautiful and easily observed wildlife that share our communities; and

**WHEREAS**, these migrant species also play an important economic role in our community, controlling insect pests and generating millions in recreational dollars statewide; and

**WHEREAS**, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes; and

**WHEREAS**, public awareness and concern are crucial components of migratory bird conservation; and

**WHEREAS**, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations; and

**WHEREAS**, since 1993 World Migratory Bird Day (formerly International Migratory Bird Day) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central American, Mexico, the Caribbean, and the southern U.S.; and

**WHEREAS**, hundreds of thousands of people will observe WMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun; and

**WHEREAS**, while WMBD is annually recognized on a single day, its encouraged that planners and city staff schedule activities and events on dates throughout the year best suited to the presence of both migratory bird conservation, but also a call to action; and

**WHEREAS**, the City parks and Recreation Commission voted on November 2, 2020 to recommend the City Council recognize the annual celebration of World Migratory Bird Day by Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DRIPPING SPRINGS, TEXAS, THAT:**

**Section 1:** The Mayor and City Council recognize Saturday, May 8, 2021 and every second Saturday of May, annually, as World Migratory Bird Day in the City of Dripping Springs, Texas.

**Section 2:** Resolutions, or parts thereof, which are in conflict with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

**Section 3:** That this Resolution shall take effect immediately upon its passage, and it is so resolved.

**PASSED AND APPROVED, this, the 10<sup>th</sup> day of November 2020, by the City Council of Dripping Springs, Texas.**

**CITY OF DRIPPING SPRINGS:**

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Bill Foulds, Jr., Mayor

**ATTEST:**

---

Andrea Cunningham, City Secretary

9600 Escarpment Blvd., Suite 745-4  
Austin, Texas 78789

Date: 11.02.20  
Project: Parten Ranch  
City of Dripping Springs  
Parkland Dedication Plan –  
REVISION

## MEMORANDUM

To: Amanda Padilla, City of Dripping Springs Planning Director

---

This memo serves as follow-up correspondence to the November 2020 review by LUCK Design Team, LLC of the Parten Ranch Parkland revised Parkland Dedication Plan.

The Master Parkland Plan was originally submitted October 30, 2015 from J. A. Hanna Company and Pharis Design. A meeting with representatives from City Staff, Pharis Design and the developer was held on October 27, 2015. That plan was approved by the Parks and Recreation Commission in 2015.

See Attachment “A” from the Owner for narrative associated with the revised Parkland Dedication Plan.

See Attachment “B” representative overlay of the Parkland Dedication from 2015 (illustrated in green) with the revised Parkland Dedication from 2020 (illustrated in red).

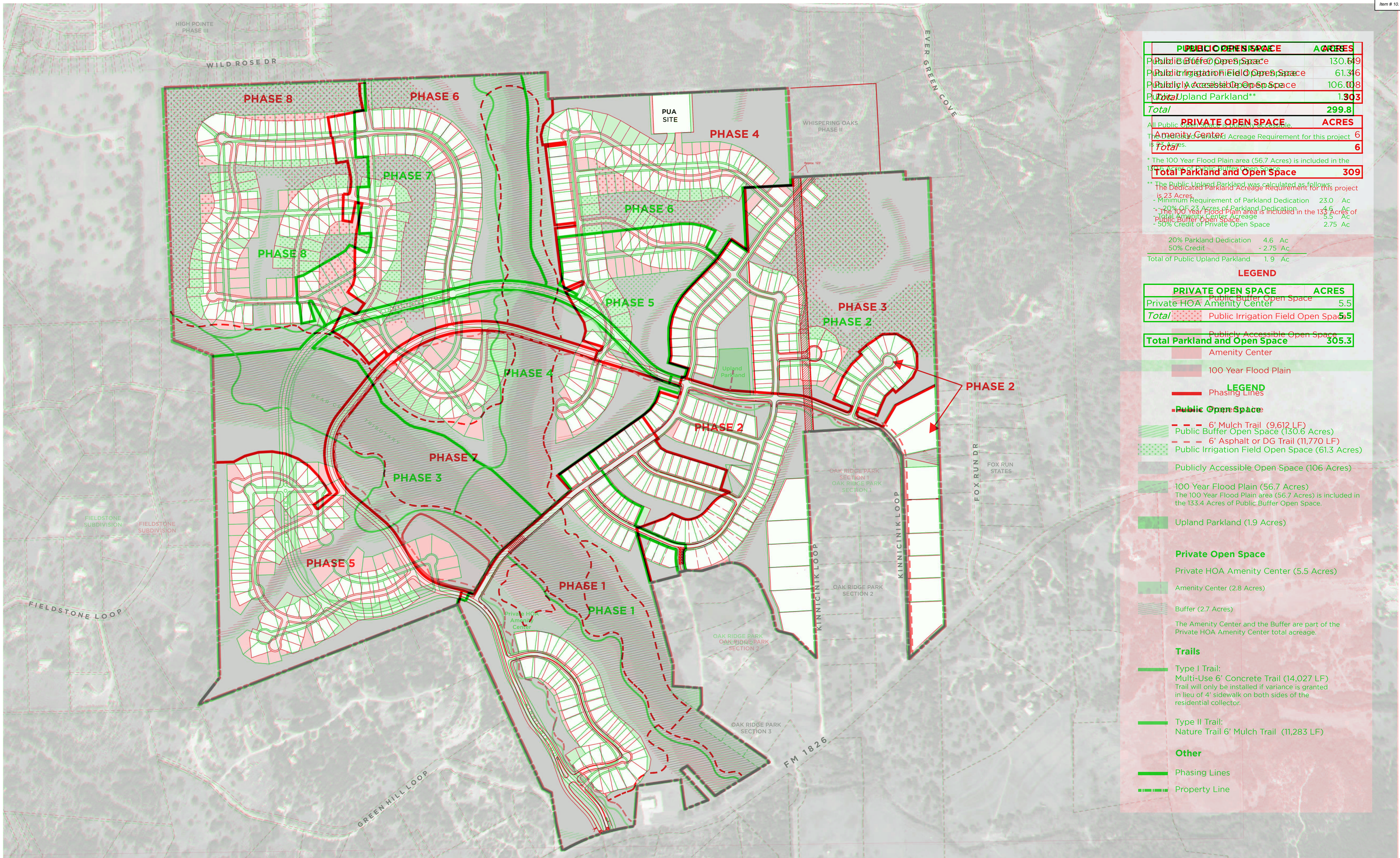
After review we have the following observations and recommendations:

1. This re-submission incorporates minor changes to the plan originally approved by the Parks Commission in 2015.
2. At 575 residential LUEs, the amount of parkland required per ordinance is 23.00 acres (same as in 2015).
3. 305.3 acres was the proposed acreage for parkland dedication in 2015; the revisions in November of 2020 have 309 acres of proposed parkland dedication.
4. No other changes in impervious cover or development character have occurred.

We recommend that the Parkland Dedication Plan be approved.

---

Prepared By: Brent Luck



PUBLIC OPEN SPACE		ACRES
Public Buffer Open Space		130.649
Public Irrigation Field Open Space		61.346
Publicly Accessible Open Space		106.008
Public Upland Parkland**		1.903
<b>Total</b>		<b>299.8</b>

PRIVATE OPEN SPACE		ACRES
Amenity Center		6
Buffer		2.75
<b>Total</b>		<b>8.75</b>

All Public Open Space is publicly accessible.  
 The 100 Year Flood Plain area (56.7 Acres) is included in the 130.6 Acres of Public Buffer Open Space.  
**Total Parkland and Open Space 309**

\*\* The Public Upland Parkland was calculated as follows:  
 - Minimum Requirement of Parkland Dedication 23.0 Ac  
 - 20% of 27.75 Acres of Parkland Dedication 5.55 Ac  
 - The 100 Year Flood Plain area is included in the 130.6 Acres of Public Buffer Open Space 5.5 Ac  
 - 50% Credit of Private Open Space 2.75 Ac

20% Parkland Dedication	4.6	Ac
50% Credit	- 2.75	Ac
<b>Total of Public Upland Parkland</b>	<b>1.9</b>	<b>Ac</b>

**LEGEND**

PRIVATE OPEN SPACE		ACRES
Private HOA Amenity Center		5.5
Public Irrigation Field Open Space		61.3
<b>Total</b>		<b>66.8</b>

PUBLICLY ACCESSIBLE OPEN SPACE		ACRES
Publicly Accessible Open Space		106.0
<b>Total Parkland and Open Space</b>		<b>305.3</b>

- Publicly Accessible Open Space
- Amenity Center
- 100 Year Flood Plain

**LEGEND**

- Phasing Lines
- Public Open Space

- 6' Mulch Trail (9,612 LF)
- Public Buffer Open Space (130.6 Acres)
- 6' Asphalt or DG Trail (11,770 LF)
- Public Irrigation Field Open Space (61.3 Acres)
- Publicly Accessible Open Space (106 Acres)
- 100 Year Flood Plain (56.7 Acres)  
The 100 Year Flood Plain area (56.7 Acres) is included in the 133.4 Acres of Public Buffer Open Space.
- Upland Parkland (1.9 Acres)

**Private Open Space**

- Private HOA Amenity Center (5.5 Acres)
- Amenity Center (2.8 Acres)
- Buffer (2.75 Acres)
- The Amenity Center and the Buffer are part of the Private HOA Amenity Center total acreage.

**Trails**

- Type I Trail:  
Multi-Use 6' Concrete Trail (14,027 LF)  
Trail will only be installed if variance is granted in lieu of 4' sidewalk on both sides of the residential collector.
- Type II Trail:  
Nature Trail 6' Mulch Trail (11,283 LF)

**Other**

- Phasing Lines
- Property Line



7500 Rialto Boulevard, Building II, Suite 100, Austin, Texas 78735  
t 512.439.4700 LJA.com TBPE F-1386

---

October 27, 2020

Amanda Padilla  
Senior Planner  
City of Dripping Springs  
511 Mercer Street  
Dripping Springs, Texas 78620

RE: SUB2020-0021  
Parten Ranch Phase 2 RP PV  
Parten Ranch Parkland Plan  
A311-404-311

Dear Ms. Padilla:

This letter is submitted along with the updated Parkland plan for the Parten Ranch Development. The original parkland plan was approved along with the subdivision concept plan, and has been updated to reflect the current development plan along with some minor changes to layout of the streets and lots.

No change in overall impervious cover, lot sizes, or development character has occurred. We have changed the amenity center site (there is an approved site plan and plat) and have reconfigured some open space lots. Additionally, the phasing of the project has been adjusted and Phase 5 is currently under construction, with Phase 3 scheduled to begin first quarter of 2021.

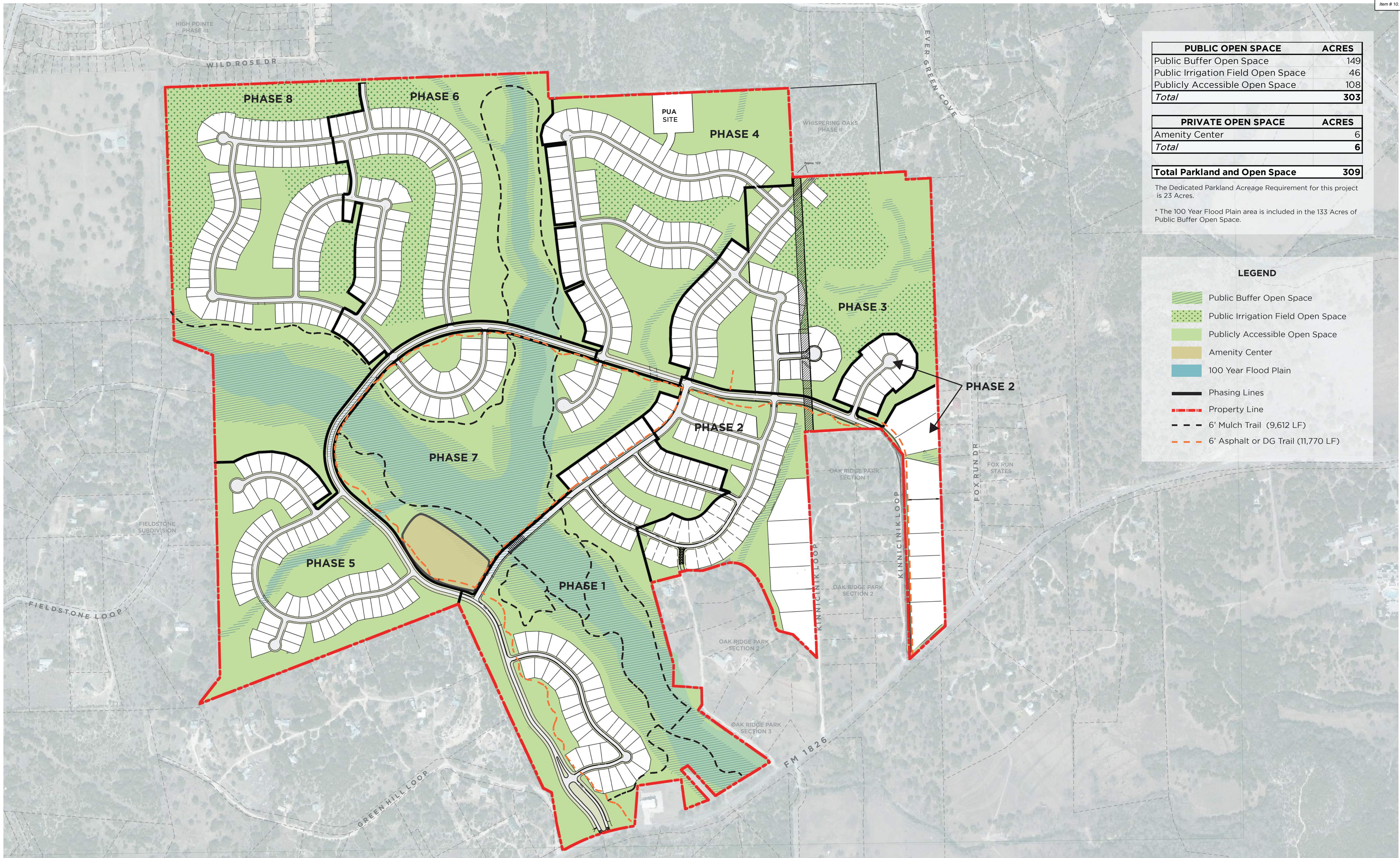
Overall, open space has increased from approximately 305 to 309 acres. We feel the proposed changes are minor but would appreciate consideration and approval of the updated plan by the Parks Commission.

If you have any questions, please do not hesitate to contact me at 512-439-4700.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Daniel Ryan'.

Daniel Ryan, P.E.



PUBLIC OPEN SPACE		ACRES
Public Buffer Open Space		149
Public Irrigation Field Open Space		46
Publicly Accessible Open Space		108
<b>Total</b>		<b>303</b>

PRIVATE OPEN SPACE		ACRES
Amenity Center		6
<b>Total</b>		<b>6</b>

Total Parkland and Open Space		309
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The Dedicated Parkland Acreage Requirement for this project is 23 Acres.

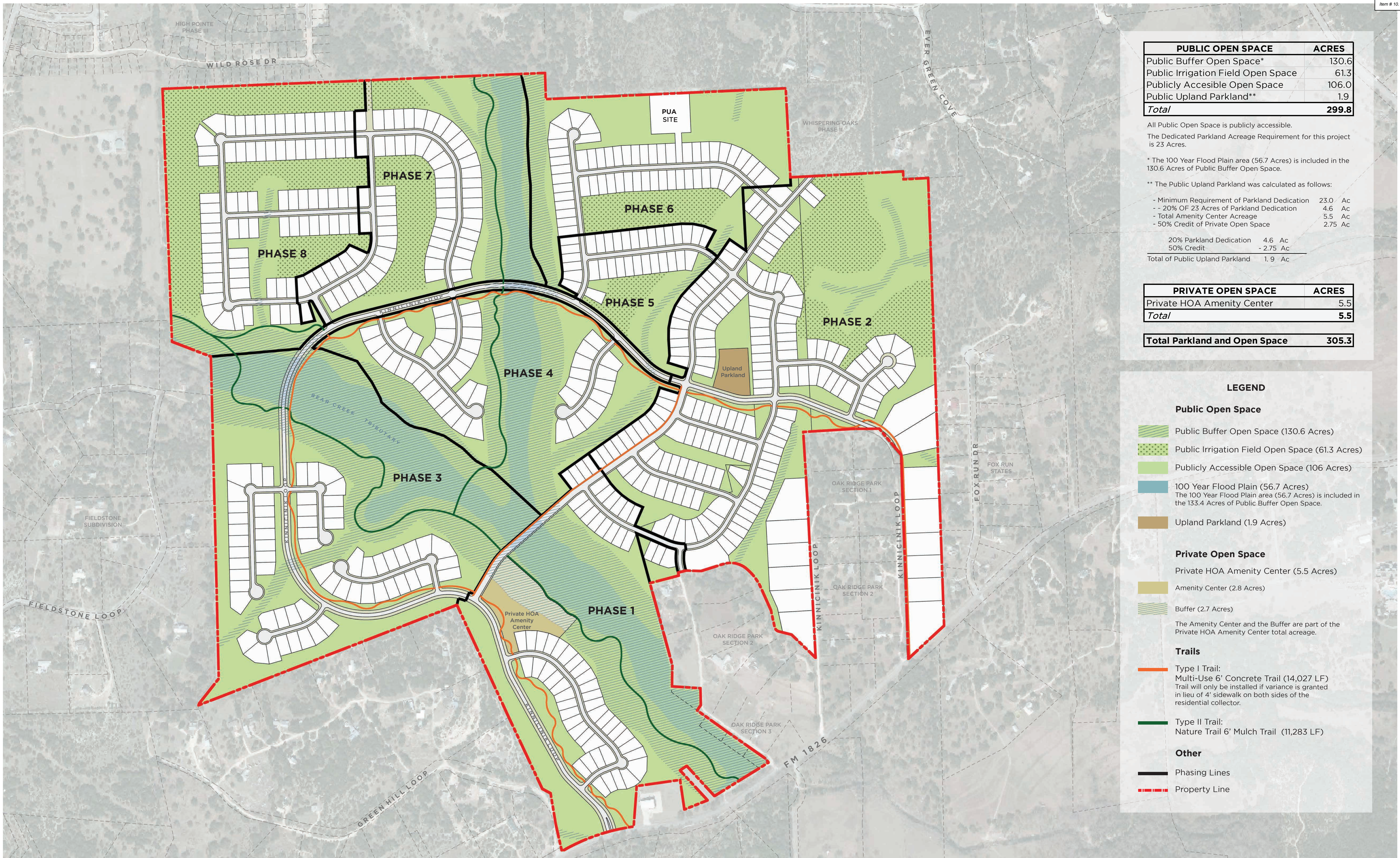
\* The 100 Year Flood Plain area is included in the 133 Acres of Public Buffer Open Space.

**LEGEND**

- Public Buffer Open Space
- Public Irrigation Field Open Space
- Publicly Accessible Open Space
- Amenity Center
- 100 Year Flood Plain
- Phasing Lines
- Property Line
- 6' Mulch Trail (9,612 LF)
- 6' Asphalt or DG Trail (11,770 LF)

**PARTEN RANCH**  
**EXHIBIT 1 - OPEN SPACE AND MASTER PARK PLAN**  
 OCTOBER 26, 2020





PUBLIC OPEN SPACE	ACRES
Public Buffer Open Space*	130.6
Public Irrigation Field Open Space	61.3
Publicly Accessible Open Space	106.0
Public Upland Parkland**	1.9
<b>Total</b>	<b>299.8</b>

All Public Open Space is publicly accessible.  
The Dedicated Parkland Acreage Requirement for this project is 23 Acres.

\* The 100 Year Flood Plain area (56.7 Acres) is included in the 130.6 Acres of Public Buffer Open Space.

\*\* The Public Upland Parkland was calculated as follows:

- Minimum Requirement of Parkland Dedication	23.0	Ac
- 20% OF 23 Acres of Parkland Dedication	4.6	Ac
- Total Amenity Center Acreage	5.5	Ac
- 50% Credit of Private Open Space	2.75	Ac

20% Parkland Dedication	4.6	Ac
50% Credit	- 2.75	Ac
<b>Total of Public Upland Parkland</b>	<b>1.9</b>	<b>Ac</b>

PRIVATE OPEN SPACE	ACRES
Private HOA Amenity Center	5.5
<b>Total</b>	<b>5.5</b>

<b>Total Parkland and Open Space</b>	<b>305.3</b>
--------------------------------------	--------------

**LEGEND**

**Public Open Space**

- Public Buffer Open Space (130.6 Acres)
- Public Irrigation Field Open Space (61.3 Acres)
- Publicly Accessible Open Space (106 Acres)
- 100 Year Flood Plain (56.7 Acres)  
The 100 Year Flood Plain area (56.7 Acres) is included in the 133.4 Acres of Public Buffer Open Space.
- Upland Parkland (1.9 Acres)

**Private Open Space**

- Private HOA Amenity Center (5.5 Acres)
  - Amenity Center (2.8 Acres)
  - Buffer (2.7 Acres)
- The Amenity Center and the Buffer are part of the Private HOA Amenity Center total acreage.

**Trails**

- Type I Trail:  
Multi-Use 6' Concrete Trail (14,027 LF)  
Trail will only be installed if variance is granted in lieu of 4' sidewalk on both sides of the residential collector.
- Type II Trail:  
Nature Trail 6' Mulch Trail (11,283 LF)

**Other**

- Phasing Lines
- Property Line



# City of Dripping Springs

Post Office Box 384  
 511 Mercer Street  
 Dripping Springs, Texas 78620

## Agenda Item Report from: Amanda Padilla, Senior Planner

<b>Council Meeting Date:</b>	November 10, 2020
<b>Agenda Item Wording:</b>	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 BENJAMIN F. HANNA Survey. This property is located at 102 Rose Drive, Dripping Springs, TX. (R15132).
<b>Agenda Item Requestor:</b>	Van Merkel LLC / Dave Merkel / Fred Van Cura
<b>Council Member Sponsor:</b>	N/A
<b>Summary/Background:</b>	
<p>The applicant submitted a petition for voluntary annexation into the City. Pursuant to state law, if the City desires to annex the area, the City is required to enter into an agreement with property owner(s) regarding services to be provided upon annexation. The Annexation Agreement contains the same language as what the City uses for its service plans. This agenda item is requesting consideration from City Council to move forward with negotiating the services agreement with the owner(s) to annex the approximate 0.748 acres into the City of Dripping Springs.</p> <p>The property is located at 102 Rose Drive.</p> <p>If the annexation moves forward, the City will hold a public hearing and with proposed action at the December 8, 2020 City Council meeting regarding the annexation. Two Family Residential – Duplex (SF-4) Zoning has been requested and would go to Planning and Zoning Commission on November 18, 2020 and to City Council on December 8, 2020.</p> <p>The annexation of the property is the first step to development of a tract within the City of Dripping Springs City Limits. Here are the next potential steps. (Additional steps may be needed depending on the requested development).</p> <p>Step 1. Annexation</p> <p>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.</p> <p>Step 2. Zoning</p> <p>The applicant is proposing to add additional housing units to the property and will be proposing Two</p>	

Family Residential – Duplex (SF-4). This requires a rezoning application which will be reviewed 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 additional units or lots. 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.

The annexation of the property located at 102 Rose Drive would benefit the City by allowing the City control of the development. With the Property within the City limits, we can ensure proper development with items such as Exterior Design, Lighting, landscaping, tree preservation, zoning, etc. Annexation causes an increase in Impervious Cover on the property as well. However, if the property is not annexed the applicant would be allowed only a 35% impervious cover but allowed any use that the owner saw fit.

<b>Commission Recommendations:</b>	N/A
<b>Actions by Other Jurisdictions/Entities:</b>	N/A
<b>Previous Council Action:</b>	N/A
<b>Recommended Council Action:</b>	Approval of the annexation application to allow staff to negotiate with the owner(s) further regarding the municipal services agreement.
<b>Alternatives/Options:</b>	Postpone or deny action.
<b>Budget/Financial Impact:</b>	Once annexed into the city, the property will be subject to property taxes and development fees.
<b>Attachments:</b>	Petition for Voluntary Annexation Location Map
<b>Related Documents at City Hall:</b>	None
<b>Public Notice Process:</b>	If the annexation application is accepted, public notice will be published in the newspaper for the public hearing for annexation at the December 8, 2020 City Council meeting.
<b>Public Comments:</b>	N/A
<b>Enforcement Issues:</b>	N/A
<b>Comprehensive Plan Element:</b>	N/A.



# 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 11007578

[Signature]  
Name

OWNER  
Title

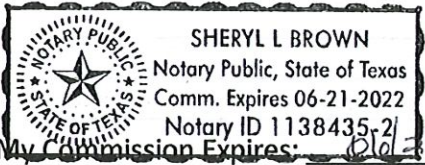
STATE OF TEXAS §

§

COUNTY OF HAYS §

This instrument was acknowledged before me on the 31<sup>st</sup> day of SEPTEMBER,

2020  
201 by SHERYL L. BROWN



[Signature]  
Notary Public, State of Texas

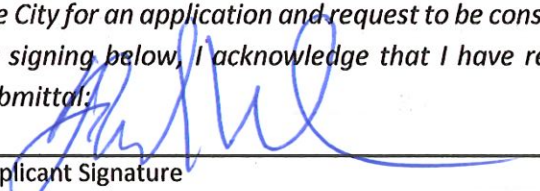
FRED VAN CURA  
Name of Applicant

**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	<b>When submitting digital files, a cover sheet must be included outlining what digital contents are included.</b>
<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





### Property Values

Improvement Homesite Value:	N/A
Improvement Non-Homesite Value:	N/A
Land Homesite Value:	N/A
Land Non-Homesite Value:	N/A
Agricultural Market Valuation:	N/A
Value Method:	N/A
Market Value:	N/A
Ag Use Value:	N/A
Appraised Value:	N/A
Homestead Cap Loss: ⓘ	N/A
Assessed Value:	N/A

**VALUES DISPLAYED ARE 2020 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.**

**DISCLAIMER** Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

### Property Taxing Jurisdiction

Entity	Description	Market Value	Taxable Value
CAD	APPRAISAL DISTRICT	N/A	N/A
ENR	NORTH HAYS CO ESD #1	N/A	N/A
FNW	HAYS CO FIRE ESD #6	N/A	N/A
GHA	HAYS COUNTY	N/A	N/A
RSP	SPECIAL ROAD	N/A	N/A
SDS	DRIPPING SPRINGS ISD	N/A	N/A

SCALE: 1" = 40'

LEND  
⊙ Iron Rod Found  
- - - Existing Utility Line

QUAILAND DRIVE (Private Road Easement)

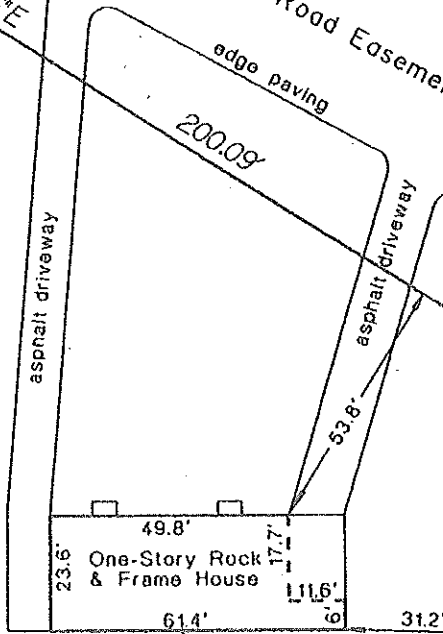
N74°29'40"E  
C=24.87' A=30.06'  
R=14.37'

ROSE DRIVE (Private Road Easement)  
edge paving  
200.09  
asphalt driveway  
53.8'  
asphalt driveway

0.748 ACRE

Don Duvall and Rose Duvall  
(0.75 Acre)  
Vol. 425 Pg. 775

B.F. HANNA SURVEY No. 428



N75°38'17"W 194.49'

R. Duvall (0.50 Acre)  
Vol. 636 Pg. 480

111.69'  
S14°19'21"W  
111.93'  
S14°23'22"W

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.

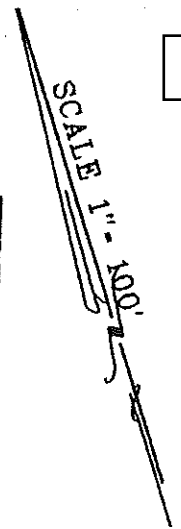
SURVEY MAP OF  
0.748 ACRE OF LAND OUT OF THE B.F. HANNA SURVEY NO. 428 IN HAYS COUNTY, TEXAS, BEING ALL OF THAT CERTIAN (0.75 ACRE) TRACT OF LAND AS CONVEYED TO DON DUVALL AND ROSE DUVALL BY DEED RECORDED IN VOLUME 425 PAGE 775 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS.

TO: Don R. Larson  
Rita Worthy

GF No. 93110137

THE STATE OF TEXAS \*  
COUNTY OF TRAVIS \*

The undersigned does hereby certify that a survey was this day made on the



S. HIGHWAY 290

S53°39'59"E  
107.84'

S52°35'47"E  
32.60'

0.55 Acres

PURCELL PLACE

1.65 Acres

0.50 Acres

Net Russell Bateman  
Daisy Russell Binkley  
(19.00 Acres)  
Volume 373 Page 534

S14°21'10"W  
598.31'

598.31'

B.F. HANNA SURVEY NO. 428

P.A. SMITH SURVEY NO. 26

0.50 Acres

(QUAILAND DRIVE)

1.23 Acres

S14°21'10"W  
347.2'

S45°25'10"E 381.86'

ROSE DRIVE

N45°25'10"W 342.35'

0.50 Acres

0.75 Acres

N27°10'40"E 226.51'

S27°10'40"W 224.08'

S51°13'07"E

SKETCH OF  
A 30' ACCESS EASEMENT, BEING  
2.58 ACRES OF LAND, OUT OF



# City of Dripping Springs

Post Office Box 384  
511 Mercer Street  
Dripping Springs, Texas 78620

## Agenda Item Report from: Laura Mueller, City Attorney

<b>Meeting Date:</b>	November 10, 2020
<b>Agenda Item Wording:</b>	<i>Discuss and consider an Amended and Restated Wastewater Agreement with CRTX Development, LLC for property in PDD 11 formerly known as Terry's Mobile Home Park.</i>
<b>Agenda Item Requestor:</b>	Laura Mueller, City Attorney
<b>Member Sponsor:</b>	

### Summary/Background:

The applicant was approved for a Planned Development District for an approximately eight (8) acre tract of land, generally located at 27110 Ranch Road 12, and is the current site of Terry's Mobile Home Park. The base zoning district of Multi-Family Residential (MF) with the intent of developing a multi-family complex.

As part of the development process, the applicant entered into a Wastewater Agreement with the City of Dripping Springs for up to 70 LUEs. As part of the agreement, certain timelines were entered into to keep the LUEs including timing for the Plat and Site Development Permit. Applicant has requested an extension on the timing for expiration of the LUEs. The applicant has already submitted its plat application and its submission schedule for Site Development is the same, but the City and Applicant have additional time for review and approval of the Site Development Permit. The date for payment of impact fees was also changed to be more concrete and on request of City Staff. A submission schedule for the transportation improvements is also included in the new draft on request of City Staff.

The LUEs release dates changed as follows:

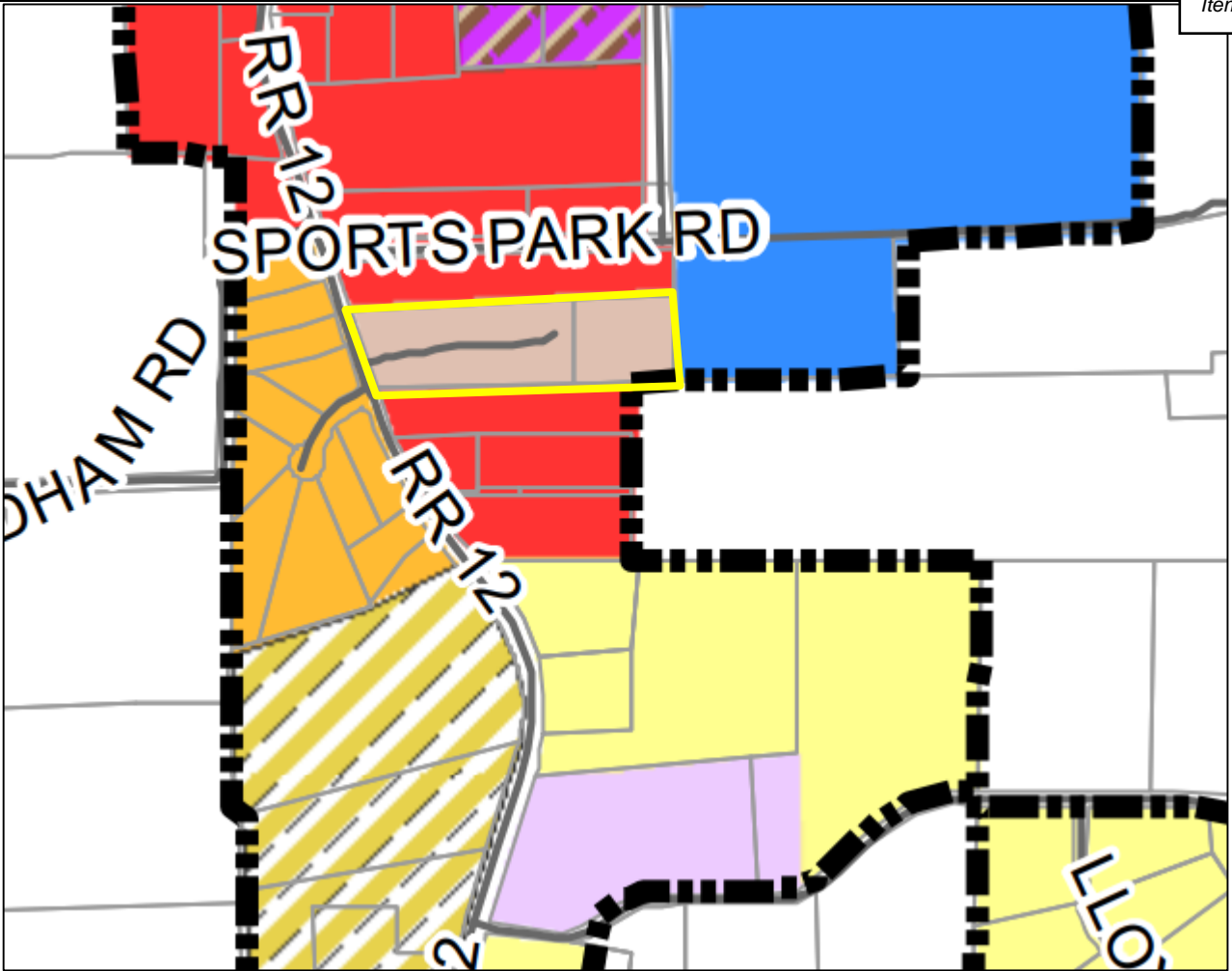
Submission/Approval	Original	Amended	Current Pro
<b>PDD</b>	<u>June 30, 2020</u> approved	Same	Approved
<b>Site Development</b>	<u>May 12, 2021</u> Submitted	<u>May 12, 2021</u> submitted and administratively complete	Waiting on Plat
<b>Replat</b>	<u>November 12, 2020</u> Approved	<u>November 12, 2020</u> Submitted and Administratively Complete; Approved by <u>May 12, 2021</u>	Submitted and administratively complete, set for P&Z agenda for November 18, 2020
<b>Building Permits</b>	<u>November 12, 2021</u> -approved	Same	After Site Plan
<b>Temporary WW Service Facilities Design Approval</b>	<u>May 12, 2021</u> design approved	Submit with Site Plan application, must be approved by <u>May 12, 2021</u>	With Site Plan
<b>Onsite and Offsite Facilities Construction</b>	<u>May 12, 2023</u> built	Same	Not submitted
<b>TXDOT Donation Agreement</b>	N/A	<b><u>60 days from receiving ROW or May 12, 2021 submission to TXDOT</u></b>	City and Developer working on ROW

The original applicant SK7 Investment Group, LLC assigned the Agreement to CRTX Development LLC. The assignment is on this agenda for approval.

### Location

The property is located at 27110 RR 12, and is generally located south of Sports Park Road, east of RR 12, west of Future Rob Shelton Boulevard, and north of Butler Ranch Road.

Location	Use	Zoning	Comprehensive Plan
North	Church, YMCA facility	Commercial Services	N/A
East	Sports and Recreation Park	Government/Utility/Institution	N/A
South	Office Building	Commercial Services	N/A
West	Residential (Chestnut Ridge Subdivision)	SF-4	Retail/Office



Zoning Map

**Agreements**

In addition to the Wastewater Agreement, there is also a Road Agreement that is related to the development of this property. City Staff and Applicant are working with the Texas Department of Transportation to ensure approval of the Road Agreement improvements. An amendment to the Road Agreement may be brought to City Council depending on input from TxDOT.





<b>Commission Recommendations:</b>	N/A
<b>Actions by Other Jurisdictions/Entities:</b>	
<b>Previous Action:</b>	The PDD and Agreements were approved in 2019.
<b>Recommended Action:</b>	Approval of the Amended and Restated Wastewater Agreement.
<b>Alternatives/Options:</b>	Postpone or deny approval.
<b>Budget/Financial Impact:</b>	Payment of impact fees will likely be earlier than previously anticipated.
<b>Attachments:</b>	<ul style="list-style-type: none"> <li>- Amended and Restated Wastewater Agreement</li> <li>- Previously approved Agreement</li> <li>- Staff Report</li> </ul>
<b>Related Documents at City Hall:</b>	Planned Development District Ordinance Road Agreement Affordable Housing Agreement

## CITY OF DRIPPING SPRINGS

### WASTEWATER SERVICE AND FEE AGREEMENT

This Wastewater Service and Fee Agreement ("Agreement") is between the City of Dripping Springs, a Type A General Law City located in Hays County, Texas (the "City"), and SK7 Investment Group LLC (Owner"), whose address is 850 FM 201, Suite 102, Buda, Texas 78610-9699.

#### RECITALS:

- A. Owner is the owner of land consisting of approximately 8.564 acres of undeveloped land out of the P. A. Smith League No. 26, Abstract No. 415 and the A0415 Philip A. Smith Survey, in Hays County, Texas, being more particularly described at Exhibit A (the "Land").
- B. Owner intends to develop the Land with a 200 unit multi-family apartment complex (including an office and welcome center) and infrastructure (the "Improvements") pursuant to a site development permit from the City.
- C. Owner intends to rezone and replat the land prior to constructing the Improvements on the Land.
- D. Owner wishes to receive wastewater service for the Land through the City's System and to connect to the System through the City's wastewater collection line.
- E. Owner and City recognize that although the City may physically accept wastewater from the Land at this time, the City's wastewater has already been fully committed to others, and in the event that the previously committed capacity is needed as described in this Agreement, that Owner will construct Temporary Wastewater Facilities in accordance with this Agreement to provide for the management of wastewater from the Improvements on the Land until such time as the City obtains additional capacity as a result of the construction of additional facilities pursuant to additional authorization from the Texas Commission on Environmental Quality.
- F. The Parties wish to enter into this Agreement providing for, among other things, the timing and payment of wastewater Impact Fees for service to the Development.

**THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and Owner agree as follows:

#### ARTICLE I DEFINITIONS

**1.1 Agreement.** This contract between City and Owner, including all Exhibits, which are incorporated herein for all intents and purposes.

**1.2 Chapter 395.** Chapter 395 of the Texas Local Government Code, as such may be amended from time to time.

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

**1.4 City Engineer.** The person or firm designated by the City Council as the wastewater engineer for the City.

**1.5 City Utility Standards.** City standards for design, location, construction, installation and operation of water, wastewater and drainage utility infrastructure, as enacted and as they may be amended thereafter from time to time, and expressly including the following chapters of the City's Code of Ordinances and all related regulations and permits:

- (a) Utilities (Chapter 20)
- (b) Development and Water Quality Protection (Chapter 22)
- (c) Building Regulations (Chapter 24)
- (d) Subdivision and Site Development (Chapter 28)

**1.6 Contractor.** A person or entity engaged by Owner to design, construct, install, alter or repair infrastructure required to serve the Land, whether located on or outside the Land.

**1.7 Development.** The development on the Land, consisting of the Improvements and infrastructure to be constructed in accordance with a Site Development Permit.

**1.8 Discharge Permit.** The Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0014488003, which has been issued by TCEQ, but which is the subject of an appeal, that authorizes the discharge of treated effluent at a volume not to exceed a daily average flow of 822,500 gallons per day.

**1.9 Discharge Permit Notification.** Written notice sent by the City to Owner that all infrastructure and facilities necessary to operate the City's wastewater treatment plant in accordance with the terms of the Discharge Permit for phase I is in-place;

**1.10 Expiration Date.** The date on which this document expires, and the City will release LUE's reserved under this agreement per Section 5.2.

**1.11 Impact Fees.** Impact Fees adopted by the City pursuant to Chapter 395 of the Texas Local Government Code and City Ordinance, Sec. 20.02.005, Sewer Services of Chapter 20, Utilities of the Code of Ordinances of the City of Dripping Springs, Texas. The amount of the Impact Fee shall be in an amount that is equivalent to the impact fee amount for new wastewater service

adopted and assessed by City pursuant to Chapter 395 of the Texas Local Government Code and City Ordinance at the time the Impact Fee becomes due.

**1.12 Land.** That certain 8.564 acre tract of land in Dripping Springs, Hays County, Texas, as shown on Exhibit A and more particularly described in Exhibit B.\*

**1.13 LUE.** Living Unit Equivalent of sewer usage, as established from time to time by City Ordinance.

**1.14 Notice.** Notice as defined in § 7.2 of this Agreement.

**1.15 Owner.** SK7 Investment Group LLC a Texas LLC authorized to conduct business in Texas, and, if this Agreement is assigned pursuant to § 7.3, their successors and assigns as subsequent owners of the property.

**1.16 Onsite Facilities.** All wastewater facilities, equipment or related improvements necessary to serve the Land between the structures on the Land and the connection point on the Public Street, as shown on the attached Exhibit C.

**1.17 Offsite Facilities.** All wastewater facilities, equipment or related improvements necessary to serve the Land and located between the Onsite Facilities and the connection point shown on the attached Exhibit C. The Offsite Facilities include the actual physical connection between the Onsite Facilities to the Offsite Facilities.

**1.18 Party.** Individually, the City or the Owner and any successors and assigns, as permitted by this Agreement.

**1.19 Site Development Permit.** A site development permit under Article 28.04, Chapter 28 (Subdivisions and Site Development) of the City's Code of Ordinances, as it may be amended from time to time.

**1.20 System.** The City's South Regional Wastewater Treatment System, including the City's wastewater treatment plant and all of the City-owned collection facilities transporting wastewater to that plant

**1.21 Temporary Wastewater Facilities.** The On-Site Sewage Facility (OSSF) or City approved alternative that will treat and manage the wastewater from the Development until City's construction of all infrastructure and facilities necessary to operate the City's wastewater treatment plant in accordance with the terms of the Discharge Permit for Phase I of the Discharge Permit. The amount of land needed for the Temporary Wastewater Facilities is calculated by utilizing a calculation of 215 gallons per day (“GPD”) for each LUE, and assuming an application rate of 0.1 GPD/square foot.

## ARTICLE II SERVICE TO THE DEVELOPMENT

**2.1 City Wastewater Service.** The City will become the exclusive provider of wastewater collection and treatment service to the Development through the City's System in an amount up to 70 LUEs as set forth in this Agreement. The City will make this retail wastewater service available to the Land upon Owner's construction and connection of the Onsite and Offsite Facilities pursuant to this Agreement subject to the conditions described in this section 2.1. Owner and City recognize that although the City may physically accept wastewater from the Development at this time, the City's existing wastewater capacity has already been fully committed to others. Therefore, in exchange for the commitment by the City to provide wastewater collection and treatment service to the Land through the City's System in an amount of up to 70 LUEs, the Owner and the City agree as follows: If and when the City notifies Owner that the City's wastewater system is at 80% capacity (as determined by the City in its sole discretion), Owner agrees that it will, at its sole cost and expense, (a) construct, and operate Temporary Wastewater Facilities for the 70 LUEs within 6 months from notification from the city (b) utilize the Temporary Wastewater Facilities for the 70 LUEs, and (c) remove the flow for the 70 LUEs from the City System until such time as the City has completed the construction of the facilities for operation of Interim Phase I authorized by the Discharge Permit. The design and construction of the Temporary Wastewater Facilities are subject to review and approval by the City and shall not be constructed without the City's review and approval. The parties understand and agree that Site Plan Approval will not be granted by the City without a design of the Temporary Wastewater Facilities that is acceptable to the City being submitted as part of the Site Plan Approval process. The City agrees that once the design for the Temporary Wastewater Facilities is approved, unless state or federal law requires a change, the approval for the design will vest and remain valid until such time as Temporary Wastewater facilities are no longer needed. Owner agrees to pay all the City's costs associated with the City's review. If Temporary Wastewater Facilities are constructed, Owner, not the City, shall be responsible for obtaining any required approvals for the Temporary Wastewater Facilities and shall manage and operate the Temporary Wastewater Facilities at Owner's sole cost and expense in accordance with applicable law. City is diligently pursuing the necessary improvements to expand its wastewater capacity in accordance with the Discharge Permit. Upon constructing the improvements authorized by Interim Phase I of the Discharge Permit, City will deliver the Discharge Permit Notification and Owner will promptly divert its wastewater from the Temporary Wastewater Facilities to the City System at Owner's cost, and the City will be the permanent provider of wastewater service to the Land. Additional LUEs will not be made available to the Land or to the Development except as may be agreed in writing by the City from time to time.

**2.2 Temporary Wastewater Facilities Use and Approval.** The design and construction of the Temporary Wastewater Facilities are subject to review and approval by the City and shall not be constructed without the City's review and approval. The parties understand and agree that Site Plan Approval will not be granted by the City without a design of the Temporary Wastewater Facilities that is acceptable to the City being submitted as part of the Site Plan Approval process. The City agrees that once the design for the Temporary Wastewater Facilities is approved, unless state or federal law requires a change, the approval for the design will vest and remain valid until such time as Temporary Wastewater facilities are no longer needed. Owner agrees to pay all the City's costs associated with the City's review. If Temporary Wastewater Facilities are constructed, Owner, not the City, shall be responsible for obtaining any required approvals for the Temporary

Wastewater Facilities and shall manage and operate the Temporary Wastewater Facilities at Owner's sole cost and expense in accordance with applicable law. City is diligently pursuing the necessary improvements to expand its wastewater capacity in accordance with the Discharge Permit. Upon constructing the improvements authorized by Interim Phase I of the Discharge Permit, City will deliver the Discharge Permit Notification and Owner will promptly divert its wastewater from the Temporary Wastewater Facilities to the City System at Owner's cost, and the City will be the permanent provider of wastewater service to the Land. Additional LUEs will not be made available to the Land or to the Development except as may be agreed in writing by the City from time to time.

**2.3 Application for Wastewater Service.** Within 30 days of receipt of the Effective Date, Owner shall execute and file with the City a completed copy of the City's form of application for wastewater service to the Development.

**2.4 Site Development Permit.** Nothing in this Agreement approves the Owner's application for the Site Development Permit for the Land, which remains subject to staff approval under City ordinances and regulations governing such permits.

### ARTICLE III INFRASTRUCTURE CONSTRUCTION, CONNECTIN AND DEDICATION

**3.1 Construction Standards.** Owner shall construct all Onsite and Offsite Facilities in compliance with (a) this Article 3; (b) the City Utility Standards; and (c) the rules and regulations of the Texas Commission on Environmental Quality, or its successor agencies.

**3.2 Construction Warranty and Guarantee.** Any facilities to be dedicated to the City shall have a contract warranty with a guarantee of at least 2 years, enforceable by the City as both Owner's assignee and as a third-party beneficiary. In addition, Owner's contract(s) with its Contractor for the construction of any facilities to be dedicated to the City (including the Offsite Facilities) shall: (i) state that the "OWNER" includes the Owner and its permitted assigns, including the City, and (ii) include the following provision:

"Immediately before the expiration of the 2-year guarantee period, the **CONTRACTOR** shall make an inspection of the Work in the company of the Engineer and the **OWNER**. The Engineer and the **OWNER** shall be given not less than 20 days' notice prior to the anticipated date of Guarantee expiration and the inspection. Failure to comply with these requirements within the guarantee period shall extend the guarantee period until 20-days after the inspection is completed.

During the guarantee period, where any portion of the Work is found to be defective and requires replacement, repair or adjustment (whether as a result of the foregoing inspection or otherwise), the **CONTRACTOR** shall immediately provide materials and labor necessary to remedy such defective work and shall prosecute such work without delay until completed to the satisfaction of the Engineer and the **OWNER**, even though the date

of completion of the corrective work may extend beyond the expiration date of the guarantee period.

The **CONTRACTOR** shall not be responsible for correction of work which has been damaged because of neglect or abuse."

The Owner shall provide a copy of the contract to the City upon execution, assign the contract to the City as provided in § 3.10, and shall immediately advise the City of any notice it receives under this provision, and send the City a copy of the notice as provided in this Agreement.

**3.3 Onsite Facilities.** Owner is required to construct, install, operate and maintain all Onsite Facilities at its cost. Owner agrees to complete the Onsite Facilities within one year from the date of the issuance by the City of all required permits for the construction of the Improvements.

**3.4 Offsite Facilities.** Owner is required to construct and install all Offsite Facilities at its cost. Owner agrees to complete the Offsite Facilities within 180 days from the date of issuance by the City of all required permits for the construction of the Improvements, subject to Force Majeure set forth in Section 7.10.

**3.5 Construction in Phases.** The Onsite and Offsite Facilities may be constructed in separate phases, in which case the requirements in this Agreement apply separately to each phase.

**3.6 Construction Plan Review and Approval.** The City has the right to review and approve all plans and specifications for the Temporary Wastewater Facilities, and the Offsite and Onsite Facilities, and to charge applicable City review and approval fees. Owner shall cause to be filed a copy of each set of approved plans and specifications and a copy of all inspection certificates for the Temporary Wastewater Facilities, and the Onsite and Offsite Facilities with the City for review and approval. Construction of the Temporary Wastewater Facilities shall not begin until the plans and specifications have been reviewed and accepted by the City for compliance with the construction standards required by this Agreement, a pre-construction conference has been held by the Owner's contractor(s) and the City Engineer, and the applicable City fees have been paid. Construction of the Onsite and Offsite Facilities shall not begin until the plans and specifications have been reviewed and accepted by the City for compliance with the construction standards required by this Agreement, a pre-construction conference has been held by the Owner's contractor(s) and the City Engineer, and the applicable City fees have been paid. The City agrees to provide comments to plans and specifications within twenty (20) days of receipt.

**3.7 City Inspections.** The City has the right, but not the obligation, to inspect and test at any time (including during construction and before beginning operation), and the right to participate in a final inspection of, all Offsite and Onsite Facilities, including any connections to onsite structures and to the City's System. In addition, the Owner or its Contractor shall notify the City when the Facilities are ready for final inspection and connection to the City's System. If the City concurs that construction of the Facilities is substantially complete, then the City will schedule a final inspection by the City within twenty (20) days. After such final inspection, the Owner shall timely correct any punch list items. Unless otherwise agreed by the City staff, the final inspection shall not be scheduled until after a visual inspection using video camera technology of the entire

completed Offsite Facilities is performed at Owner's sole cost and expense and a copy of the resulting video is provided to the City. Owner notify the City in advance and give the City an opportunity to witness the visual inspection.

**3.8 Review and Inspection Fees.** With respect to wastewater improvements to or for the Land, Owner shall pay City all of the City Engineer's fees (plus a 20% administrative fee mark-up) for City Engineer review of plans or specifications, and for City Engineer inspections and consultation during the construction phase(s) and final inspections. Such payment is due within 60 days of receipt from the City of its invoice.

**3.9 City Acceptance of Offsite Facilities.** After completion of the Onsite and Offsite Facilities in accordance with the construction standards of this Agreement, the City's final inspection, and the Owner's completion of any punch list items to the City's satisfaction, the Owner will dedicate, and the City agrees to accept the Offsite Facilities for dedication to the City's System.

**3.10 Conveyance of Offsite Facilities.** Within sixty (60) days after the City's acceptance of the Offsite Facilities under § 3.9, the Owner shall convey them to the City as follows. Owner shall execute and deliver to the City properly executed bills of sale, assignments, or other instruments of transfer that are reasonably necessary to convey the Offsite Facilities as well as:

- (a) all warranties secured for their construction;
- (b) all bonds, warranties, guarantees, and other assurances of performance;
- (c) all record drawings, easements and project manuals and all other documentation related to the Offsite Facilities; and
- (d) all easements required by Article 4.
- (e) Owner is responsible for removing any lien or any other encumbrance from any real or personal property to be transferred to the City. Upon transfer, the Offsite Facilities shall become part of the City's System.

**3.11 Connection to the System.** After the City's final inspection of the Onsite Facilities and the Offsite Facilities (if any), and after Owner has transferred the Offsite Facilities (if any) to the City as provided in § 3.10, the City will schedule connection to the City's System; however, the City may require construction of the Offsite Facilities to include the physical connection to the City's System. After connection to the City's System, the Owner shall connect all wastewater flows up to 70 LUEs from the Land to the City's System in compliance with the City's Wastewater Ordinance.

**3.12 Delivery of Drawings.** The Owner shall cause to be delivered to the City any as-built drawings and electronic files for all Onsite and Offsite Facilities within thirty (30) days after final inspection.



**3.13 Temporary Wastewater Facilities.** To the extent such facilities are required, Owner will design, construct, install, operate and maintain all Temporary Wastewater Facilities at its cost and expense. Owner shall design, locate, and construct the Temporary Wastewater Facilities to the specifications and requirements of the City Engineer and consistent with all applicable laws. Owner shall reimburse City for any of City Engineer's time reasonably spent on the Temporary Wastewater Facilities. Within one year after the City delivers the Discharge Permit Notification treatment service to the Development through the City's System in an amount up to 70 LUEs as set forth in this Agreement, Owner will abandon the Temporary Wastewater Facilities at its cost.

#### **ARTICLE IV EASEMENTS**

**4.1 Grant of Easements.** Before starting to construct the Offsite Facilities, Owner must have acquired, at no cost to the City, all wastewater easements necessary for the Offsite Facilities. Owner shall grant the easements for the Offsite Facilities provided to the City as required in §3.10 in the form attached as Exhibit D. The City shall record the easements in the deed records of Hays County, Texas. The City acknowledges that some or all of the Wastewater Infrastructure may be located in existing public rights-of-way that do not have to be acquired by the Owner.

**4.2 Facility Easements.** Owner shall acquire and maintain all easements necessary for Onsite Facilities and Offsite Facilities at no cost to the City.

#### **ARTICLE V FEES AND CHARGES**

**5.1 Impact Fees.** Within 30 days of receiving all required permits for the construction of the Improvements from the City, Owner shall pay Impact Fees (also referred to as "connection fees") to the City in the amount specified by Chapter 20, Article 20.02.005(2)(A) of the City's Code of Ordinances (as amended or replaced) for the 70 LUEs reserved to serve the Land. Connection of any structure on the Land to the System is prohibited until Owner pays the Impact Fees. This Agreement is an agreement providing for the time and method of payment of the Impact Fees and an owner's voluntary request for reservation of capacity pursuant Chapter 395. If this Agreement expires before service begins, then the City will refund the Impact Fees paid, without interest, only upon recovering them through Impact Fee payments from other customers for additional connections. Consistent with Section 20.02.008 of the City's Code of Ordinances, if after construction of the Improvements it is determined that wastewater service demand, as determined by water use, exceeds the gallons per LUE assigned to the Improvements, the City may assess and collect additional connection fees for that excess use. The number of LUEs assigned to the Improvements is 70. The additional assessment shall be based on each additional LUE or fraction thereof, as determined by the water use above the gallons per LUE per day initially assigned to the customer's connection, at the dollar amount per LUE authorized by section 20.02.005 of the City's Code of Ordinances, based on the gallons per LUE in effect at the time of the assessment. The city shall send written notice of the assessment to the property owner stating the additional water use and the amount of the assessment, which must be paid to the city as provided in the notice.

(a) The Owner shall pay a connection fee to the city at the time of issuance of all required permits for the construction of the Improvements from the City. This “connection fee” shall be assessed at a value of \$7,580.00 per LUE.

1. The maximum assessment of “connection fee’s” by the City to the Owner cannot be assessed in excess of ( $\$7,580.00 \times 70 = \$530,600.00$ )

## 5.2 Release of LUEs.

(a) If Owner does not obtain approval by the City’s Planning and Zoning Commission for a Planned Development District by June 30, 2020, then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its § 2.1 wastewater service obligation for the released LUEs.

(b) If Owner does not submit an application for a Site Development Permit within 180 days from the Effective Date of this Agreement, then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its § 2.1 wastewater service obligation for the released LUEs.

(c) If Owner does not successfully replat of the Land within 180 days from the Effective Date of this Agreement, then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its § 2.1 wastewater service obligation for the released LUEs.

(d) If Owner does not obtain the zoning necessary for a multi-family residential development within 60 days from the Effective Date of this Agreement, then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its § 2.1 wastewater service obligation for the released LUEs.

(e) If Owner does not submit a Site Plan to the City within one year from the Effective Date of this Agreement, then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its § 2.1 wastewater service obligation for the released LUEs.

(f) If Owner does not obtain Building Permits for the Development within 180 days after receiving Site Plan approval from the City, then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its § 2.1 wastewater service obligation for the released LUEs.

(g) If Owner does not obtain City approval of the design of its Temporary Wastewater Service Facilities from the City Engineer within one year from the Effective Date of this Agreement, then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its § 2.1 wastewater service obligation for the released LUEs.

- (h) If Owner does not construct the Onsite and Offsite Facilities within two years of the Site Plan Approval by the City, then this Agreement Expires, and the City will release the LUEs reserved for the Owner under this Agreement and the City shall be relieved of its §2.1 wastewater service obligation for the release LUEs.
- (i) At any time after one year after service to the Development begins through the City System, the City may release any or all of the unconnected reserved LUEs and terminate its §2.1 wastewater service commitment with respect to those unconnected LUEs by sending Notice to the Owner. Such termination shall be effective immediately

**5.3 Line Extension Charges.** In addition to Impact Fees, Owner agrees to pay the line extension charges, if applicable, pursuant to Article 20.05 (Wastewater Line Extension) of the City's Code of Ordinances.

**5.4 Other Fees and Charges.** Payment of Impact Fees and Line Extension Charge as provided above will satisfy the Owner's Impact Fee and Extension Line Charge obligations for the requested capacity of 70 LUEs. After any part of the Onsite Infrastructure is connected to the System, wastewater service to the Land remains subject to all other charges and regulations as provided in the City's Code of Ordinances, Chapter 20, including additional impact fees for expanded or new development. Owner agrees to remain in compliance with Article 20 at all times, including monthly payment obligations and other wastewater regulations.

**5.5 Landlord Guarantee.** As authorized by City Ordinance, the City's bill for wastewater service is based on average winter water use for each water meter. By law and regulation, including orders of the Texas Commission on Environmental Quality, the City is authorized to suspend or terminate water service to a customer's water meter for non-payment of the customer's wastewater bill. The owner intends construct a multi-family unit apartments development subject to issuance of a Site Development Permit. Owner shall be responsible for, and to guarantee payment of, deposits and monthly service bills for all tenants.

## ARTICLE V FEES AND CHARGES

**6.1 Term.** This Agreement remains in effect so long as the City is providing wastewater service to the Development, unless otherwise expired or terminated under Articles V or VI.

**6.2 Breach.** In the event Owner breaches this Agreement, City may send notice of default to Owner. The notice must include a reasonable description of the breach. If the Owner fails to cure the breach within 60 days of that notice, then the City may send a second notice describing the breach and the Owner's failure to cure. Owner's failure to cure the breach within 30 days after the second notice gives the City the right (at its Option) to (a) terminate this Agreement by sending a termination notice; (b) order a halt to construction on the Lad; and/or (c) seek judicial relief in law or equity.

ARTICLE VII  
MISCELLANEOUS

**7.1 Governing Law, Jurisdiction and Venue.** This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply 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 Hays County, and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

**7.2 Notice.** Any notices, approvals, or other communications required to be given by one Party to another under this Agreement (a "Notice") shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (d) five business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this section.

To the City:

City of Dripping Springs  
Attn: City Secretary  
P.O. Box 384  
Dripping Springs, Texas 78620

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

To the Owner

SK7 Investment Group, LLC  
Attn: Mike Sledge  
850 FM 201, Suite 102  
Buda, Texas 78610  
[msledge@gmail.com](mailto:msledge@gmail.com)

*With a copy to:*  
CRTX Development, LLC  
Attn: Doug Cobb & Phil Roesel  
9699 CR 132  
Celina, Texas 75009  
[doug@crtxdev.com](mailto:doug@crtxdev.com); [phil@crtxdev.com](mailto:phil@crtxdev.com)

**7.3 Assignment.** Owner may not assign this Agreement without the written consent of the City, in its sole discretion. This Agreement is binding on Owners' successors and assigns, including future owners of any land or structures within the Development.

**7.4 Condition Precedent.** It is a condition precedent to the City's obligations under this Agreement that Owner re-plat the Land such that the Land consists of a single lot. If this condition precedent is not satisfied, the City shall be relieved of its all obligations under this Agreement, including its § 2.1 wastewater service obligation.

(a) A re-plat of the Land as a single lot is only necessary until such time that the City has,

- i. completed the construction of the facilities for operation of Interim Phase I authorized by the Discharge Permit, and
- ii. delivered to the Owner all 70 LUE per Section 2.1 of this agreement.

(b) The Owner, at his sole cost, may re-plat the land into two parcels as depicted in the Conceptual Plat attached to this document as Exhibit A, at any time after the City has delivered to the development all 70 LUE's per Section 2.1 of this agreement as long as a single lift station does not serve more than one parcel.

**7.5 Amendment.** This Agreement may be amended only with the written consent of the Owner and approval of the governing body of the City.

**7.6 No Waiver.** Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by a writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

**7.7 Severability.** The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

**7.8 Captions.** Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the agreement.

**7.9 Interpretation.** The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the

interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "include" or "including" means to include "without limitation." Any provision of this Agreement that provides for the agreement or approval of the City staff or City Council, such agreement or approval may be withheld or conditioned by the staff or City Council in its sole discretion.

**7.10 Counterpart Originals.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

**7.11 Force Majeure.** If any Party is delayed in meeting, or fails to meet, a deadline required by this Agreement (other than a deadline to pay money due and payable hereunder), and such delay or failure is due to causes beyond that Party's reasonable control, including, without limitation, failure of suppliers, contractors, subcontractors and carriers, then the dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused, provided that the Party experiencing the failure or delay gives the other Party reasonably prompt Notice specifically describing the cause relied upon.

**7.12 Professional Fees.** Owner agrees to place funds into the City's escrow account, as necessary from time to time, to pay the City's reasonably necessary engineering and legal fees incurred to prepare, negotiate, implement, interpret, or amend this Agreement. City is entitled to reimbursement of such fees plus a 20% administrative charge.

**7.13 Water Reuse Ordinance.** Owner understands and agrees that the Development will be subject to the City's Water Reuse Ordinance and Owner will pay \$1,675.00 for each of the 70 LUEs that are the subject of this Agreement. This payment is due within 60 days of the Effective Date of this Agreement.

**7.14 Incorporation of Exhibits by Reference.** All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

- Exhibit A      Land Plan**
- Exhibit B      Legal Description of the Land**
- Exhibit C      Form of the Easement**

**Effective Date.** The Effective Date of this Agreement is May 12, 2020.

[SIGNATURES FOLLOW ON NEXT PAGE]

CITY OF DRIPPING SPRINGS:

Bill Foulds, Jr.  
Bill Foulds, Jr., Mayor

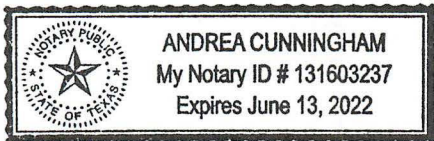


ATTEST:

Andrea Cunningham  
Andrea Cunningham, City Secretary

STATE OF TEXAS  
COUNTY OF HAYS

This instrument was executed by **Bill Foulds, Jr.** before me on May 19, 2020.



Andrea Cunningham  
Notary Public, State of Texas

SK7 INVESTMENTS GROUP, LLC:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

STATE OF TEXAS  
COUNTY OF HAYS

This instrument was executed by \_\_\_\_\_ before me on \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**CITY OF DRIPPING SPRINGS:**

\_\_\_\_\_  
Bill Foulds, Jr., Mayor

**ATTEST:**

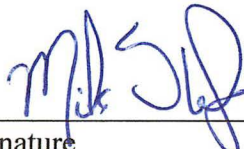
\_\_\_\_\_  
Andrea Cunningham, City Secretary

**STATE OF TEXAS  
COUNTY OF HAYS**

This instrument was executed by **Bill Foulds, Jr.** before me on \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

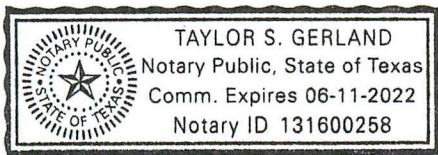
**SK7 INVESTMENTS GROUP, LLC:**

  
\_\_\_\_\_  
Signature

Mike Sledge / Partner  
\_\_\_\_\_  
Printed Name & Title

**STATE OF TEXAS  
COUNTY OF HAYS**

This instrument was executed by Steven Michael Sledge before me on 5/29/2020.



  
\_\_\_\_\_  
Notary Public, State of Texas



**EXHIBIT A  
LAND PLAN**

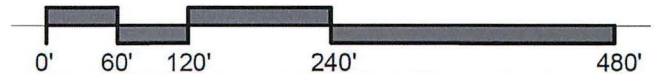
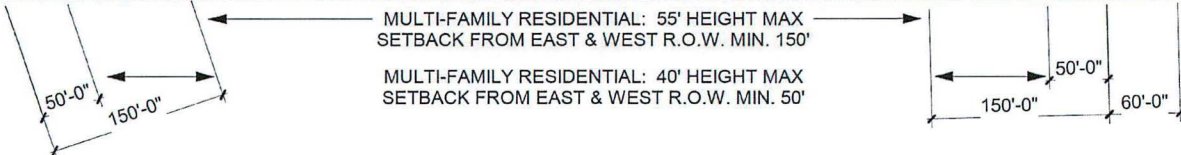


R.O.W.  
0.68 ACRE

COMMERCIAL  
BUILDING  
FOOTPRINT,  
PARKING, &  
DRIVE T.B.D.

NORTHEAST  
VIEW (3D)

PROPOSED  
10' TRAIL  
EASEMENT  
ALONG EAST,  
SOUTH &  
WEST  
PROPERTY  
LINES  
0.40 ACRE



PROGRESS PRINT. Not for regulatory approval, permitting, or construction. Registrant's Name: Andrea Freiburger Registrant's Number: 19520 © 2019 Spring Architects, Inc.



**27110 RR12**  
DRIPPING SPRINGS, TX 78620

DATE	12/03/19
SCALE	1 : 1440
DESCRIPTION	CONCEPT PLAN

**EXHIBIT B**  
**LEGAL DESCRIPTION OF THE LAND**

**LEGAL DESCRIPTION:** Being 7.82 acres of land out of the P. A. Smith League No. 26, Abstract No. 415, Hays County, Texas and also being that certain 5.314 acre tract of land described in Volume 5057, Page 320 of the Official Public Records of Hays County, Texas and that certain 2.500 acre tract described in Volume 360, Page 405 of said Official Public Records; Said 7.82 acre tract being more particularly described as follows and as surveyed under the supervision of Intrepid Surveying & Engineering Corporation in June, 2018:

BEGINNING at a wood fence corner post found in the northeast line of Ranch Road No. 12 for the southwest corner of that certain 4.27 acre tract described in Volume 2535, Page 838 of said Official Public Records, the northwest corner of said 5.314 acre tract and the northwest corner hereof;

THENCE along the south lines of said 4.27 acre tract, the following 3 courses:

1. North 87°48'10" East a distance of 767.14 feet along the north line of said 5.314 acre tract to a 1/2 inch iron rod found for the northeast corner of said 5.314 acre tract and a northeast corner hereof;
2. South 01°27'22" East a distance of 0.35 feet along the east line of said 5.314 acre tract to a 1/2 inch iron rod set for the northwest corner of said 2.500 acre tract and an interior corner hereof;
3. North 87°44'36" East a distance of 336.25 feet along the north line of said 2.500 acre tract to an iron pipe found in the west line of that certain 40.00 acre tract described in Volume 1462, Page 671 of said Official Public Records for the northeast corner of said 2.500 acre tract and the northeast corner hereof;

THENCE South 01°25'32" East a distance of 326.29 feet along the common line of said 40.00 acre tract and said 2.500 acre tract to a 1/2 inch iron rod set in the north line of that certain 82.2 acre tract described in Volume 1265, Page 776 of said Official Public Records for the southwest corner of said 40.00 acre tract, the southeast corner of said 2.500 acre tract and the southeast corner hereof;

THENCE along the north lines of said 82.02 acre tract, the following 3 courses:

1. South 88°24'53" West a distance of 336.04 feet along the south line of said 2.500 acre tract to a 1/2 inch iron rod set in the east line of said 5.314 acre tract for the southwest corner of said 2.500 acre tract and a south interior corner hereof;
2. South 01°27'22" East a distance of 1.99 feet along the east line of said 5.314 acre tract to a 1/2 inch iron rod found for the southeast corner of said 5.314 acre tract and a southeast corner hereof;
3. South 88°08'17" West a distance of 668.55 along the south line of said 5.314 acre tract to a 1/2 inch iron rod set in the east line of Ranch Road No. 12 for the southwest corner of said 5.314 acre tract and the southwest corner hereof;

THENCE along the northeast lines of Ranch Road No. 12 and the southeast lines of said 5.314 acre tract, the following 2 courses:

1. Following a curve turning to the right through the angle of 00°36'32", having a radius of 1597.42 feet, and whose long chord bears North 19°17'43" West a distance of 16.98 feet to a concrete monument found for a west corner hereof;
2. North 18°33'47" West a distance of 317.34 feet to POINT OF BEGINNING containing 7.82 acres more or less, and as shown on certified plat herewith.

Note: Bearings, distances and acreage shown hereon are NAD 83, South Central Zone and are derived from GPS techniques. Iron Rods set are a 1/2 inch rod with plastic caps marked "INTREPID".

Together with:

**BEING A 0.750 ACRE (32,670 SF) TRACT OF LAND, OIJT OF A 4.27 ACRE TRACT OF LAND CONVEYED BY WARIWITY DEED TO SPRING VALLEY FELLOWSHIP D/B/A CHURCH OF THE SPRINGS, AS RECORDED IN VOLUME 2535, PAGE 636 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.**

**THE UNDERSIGNED DOES HEREBY CERTIFY TO STEWART TITLE GUARANTY COMPANY, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UPON THE GROUND OF THE PROPERTY SHOWN HEREON, AND THAT THERE ARE NO ENCROACHMENTS OF VISIBLE IMPROVEMENTS, EXCEPT AS SHOWN HEREON, AND THAT THIS PROPERTY HAS ACCESS TO A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON.**

**THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A SURVEY.**

**EXHIBIT C  
FORM OF THE EASEMENT**

EASEMENT

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

CITY OF DRIPPING SPRINGS SANITARY SEWER EASEMENT

THAT \_\_\_\_\_, a \_\_\_\_\_ ("Grantor") of Hays County, Texas, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by The City of Dripping Springs, a general law city of Hays County, Texas ("City"), the receipt of which is hereby acknowledged, does grant, bargain and convey to the City, its successors and assigns, a permanent easement for use and passage in, over, across, beneath, and along that certain parcel of land situated in Hays County, Texas, as described in the legal description attached hereto as Exhibit A and as depicted in the plat attached hereto as Exhibit B ("Easement Area"), for the purposes of installing, constructing, operating, maintaining, upgrading, repairing, and replacing underground sanitary sewer lines (which may include collection lines, force mains, and treated *effluent* lines) and all attendant facilities thereto as the

City may from time to time deem necessary or advisable, including but not limited to incidental underground and aboveground attachments, equipment, manholes, manhole vents, lateral line connections, pipelines, junction boxes, and other appurtenant facilities ("Sanitary Sewer Easement"). It is intended by these presents to grant and convey the Sanitary Sewer Easement to the City as described above, with the usual rights of ingress and egress as the City may deem necessary in the use of such Sanitary Sewer Easement, at any time, in, over, across, upon, beneath, and along the Easement Area.

Grantor agrees that it shall not place, construct, or allow any buildings, structures, or other improvements of any kind over, under, or upon the Easement Area, other than a fence, without the City's prior written consent, which the City may grant or withhold in its sole discretion.

TO HAVE AND TO HOLD the above described Sanitary Sewer Easement, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the City, its successors and assigns, forever. And Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Sanitary Sewer Easement unto the City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the day of \_\_\_\_\_, 2020.

GRANTOR:

\_\_\_\_\_  
\_\_\_\_\_

BY:

\_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was executed by \_\_\_\_\_ before me on \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

**ASSIGNMENT AND ASSUMPTION OF  
WASTEWATER AND FEE AGREEMENT**

8.564 Acres  
27110 RR 12  
Dripping Springs, TX 78620

THIS ASSIGNMENT AND ASSUMPTION OF WASTEWATER AND FEE AGREEMENT ("Assignment") is made and entered into as of the 3<sup>rd</sup> day of October, 2020, by SK7 INVESTMENT GROUP, LLC, a Texas limited liability company ("Assignor"), CRTX DEVELOPMENT, LLC, Texas limited liability company ("Assignee") and THE CITY OF DRIPPING SPRINGS, TEXAS ("City").

WITNESSETH:

WHEREAS, the Assignor is the current holder of a Wastewater and Fee Agreement with the City of Dripping Springs, Texas dated May 12, 2020 (the "Agreement"), for the real property being 8.564 acres located at 27110 RR 12, Dripping Springs, Texas 78620 and as further described therein (the "Property"); and

WHEREAS, Assignor desires to assign the Agreement to Assignee and Assignee desires to assume the same.

NOW THEREFORE, Assignor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, hereby agrees as follows:

1. Assignor has ASSIGNED, and by these presents does hereby ASSIGN to Assignee, its successors and assigns all of its right, title and interest in and to the Agreement, together with any and all funds or other collateral deposited pursuant to the Agreement.

2. Assignee hereby assumes the obligations of Assignor under the Agreement accruing from and after the date hereof. Assignee agrees to hold Assignor harmless from and against any and all claims, loss, damages, liability, cost and expense (including attorneys fees) with respect to the Agreement arising or accruing from and after the date hereof. Assignor agrees to hold Assignee harmless from and against any and all claims, loss, damages, liability, cost and expense (including attorney's fees) with respect to the Agreement arising or accruing prior to the date hereof.

3. This Assignment shall be binding upon, and shall inure to the benefit of, all of the parties hereto, their successors and assigns.

4. The City appears herein and consents to this Assignment.

*[SIGNATURES ON FOLLOWING PAGES]*

*[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]*

EXECUTED by Assignor as of the day and year first above written.

ASSIGNOR:

SK7 INVESTMENT GROUP, LLC

By: Mike Sledge

Name: Mike Sledge


Title: Partner

*[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]*

EXECUTED by Assignee as of the day and year first above written.

ASSIGNEE:

CRTX DEVELOPMENT, LLC

By:   
Name: Douglas J. Corb  
Title: MANAGER



*[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]*

EXECUTED by the City as of the day and year first above written.

CITY:

THE CITY OF DRIPPING SPRINGS, TEXAS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## CITY OF DRIPPING SPRINGS

### AMENDED AND RESTATED WASTEWATER SERVICE AND FEE AGREEMENT

This Amended and Restated Wastewater Service and Fee Agreement ("Agreement") is between the City of Dripping Springs, a Type A General Law City located in Hays County, Texas (the "City"), and CRTX Development LLC ("Owner"), whose address is 9699 CR 132, Celina, Texas 75009.

#### RECITALS:

- A. Owner is the owner of land consisting of approximately 8.564 acres of undeveloped land out of the P. A. Smith League No. 26, Abstract No. 415 and the A0415 Philip A. Smith Survey, in Hays County, Texas, being more particularly described at Exhibit A (the "Land").
- B. Owner intends to develop the Land with a 200-unit multi-family apartment complex (including an office and welcome center) and infrastructure (the "Improvements") pursuant to a site development permit from the City.
- C. Owner intends to rezone and replat the land prior to constructing the Improvements on the Land.
- D. Owner wishes to receive wastewater service for the Land through the City's System and to connect to the System through the City's wastewater collection line.
- E. Owner and City recognize that although the City may physically accept wastewater from the Land at this time, the City's wastewater has already been fully committed to others, and in the event that the previously committed capacity is needed as described in this Agreement, that Owner will construct Temporary Wastewater Facilities in accordance with this Agreement to provide for the management of wastewater from the Improvements on the Land until such time as the City obtains additional capacity as a result of the construction of additional facilities pursuant to additional authorization from the Texas Commission on Environmental Quality.
- F. The Parties wish to enter into this Agreement providing for, among other things, the timing and payment of wastewater Impact Fees for service to the Development.
- G. The Parties wish to enter into an Amended and Restated Agreement due to a delay in permit submission and approval.

**THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and Owner agree as follows:

## ARTICLE I DEFINITIONS

**1.1 Agreement.** This contract (as amended and restated) between City and Owner, including all Exhibits, which are incorporated herein for all intents and purposes.

**1.2 Chapter 395.** Chapter 395 of the Texas Local Government Code, as such may be amended from time to time.

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

**1.4 City Engineer.** The person or firm designated by the City Council as the wastewater engineer for the City.

**1.5 City Utility Standards.** City standards for design, location, construction, installation and operation of water, wastewater and drainage utility infrastructure, as enacted and as they may be amended thereafter from time to time, and expressly including the following chapters of the City's Code of Ordinances and all related regulations and permits:

- (a) Utilities (Chapter 20)
- (b) Development and Water Quality Protection (Chapter 22)
- (c) Building Regulations (Chapter 24)
- (d) Subdivision and Site Development (Chapter 28)

**1.6 Contractor.** A person or entity engaged by Owner to design, construct, install, alter or repair infrastructure required to serve the Land, whether located on or outside the Land.

**1.7 Development.** The development on the Land, consisting of the Improvements and infrastructure to be constructed in accordance with a Site Development Permit.

**1.8 Discharge Permit.** The Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0014488003, which has been issued by TCEQ, but which is the subject of an appeal, that authorizes the discharge of treated effluent at a volume not to exceed a daily average flow of 822,500 gallons per day.

**1.9 Discharge Permit Notification.** Written notice sent by the City to Owner that all infrastructure and facilities necessary to operate the City's wastewater treatment plant in accordance with the terms of the Discharge Permit for phase 1 is in-place;

**1.10 Expiration Date.** The date on which this document expires, and the City will release LUE's reserved under this agreement per Section 5.2.

**1.11 Impact Fees.** Impact Fees adopted by the City pursuant to Chapter 395 of the Texas Local Government Code and City Ordinance, Sec. 20.02.005, Sewer Services of Chapter 20, Utilities of the Code of Ordinances of the City of Dripping Springs, Texas. The amount of the Impact Fee shall be in an amount that is equivalent to the impact fee amount for new wastewater service adopted and assessed by City pursuant to Chapter 395 of the Texas Local Government Code and City Ordinance at the time the Impact Fee becomes due.

**1.12 Land.** That certain 8.564-acre tract of land in Dripping Springs, Hays County, Texas, as shown on Exhibit A and more particularly described in Exhibit B.\*

**1.13 LUE.** Living Unit Equivalent of sewer usage, as established from time to time by City Ordinance.

**1.14 Notice.** Notice as defined in § 7.2 of this Agreement.

**1.15 Owner.** CRTX Development Group, LLC as assigned by SK7 Investment Group LLC a Texas LLC authorized to conduct business in Texas, and, if this Agreement is assigned pursuant to § 7.3, their successors and assigns as subsequent owners of the property.

**1.16 Onsite Facilities.** All wastewater facilities, equipment or related improvements necessary to serve the Land between the structures on the Land and the connection point on the Public Street, as shown on the attached Exhibit C.

**1.17 Offsite Facilities.** All wastewater facilities, equipment or related improvements necessary to serve the Land and located between the Onsite Facilities and the connection point shown on the attached Exhibit C. The Offsite Facilities include the actual physical connection between the Onsite Facilities to the Offsite Facilities.

**1.18 Party.** Individually, the City or the Owner and any successors and assigns, as permitted by this Agreement.

**1.19 Site Development Permit.** A site development permit under Article 28.04, Chapter 28 (Subdivisions and Site Development) of the City's Code of Ordinances, as it may be amended from time to time.

**1.20 System.** The City's South Regional Wastewater Treatment System, including the City's wastewater treatment plant and all of the City-owned collection facilities transporting wastewater to that plant

**1.21 Temporary Wastewater Facilities.** The On-Site Sewage Facility (OSSF) or City approved alternative that will treat and manage the wastewater from the Development until City's construction of all infrastructure and facilities necessary to operate the City's wastewater treatment plant in accordance with the terms of the Discharge Permit for Phase I of the Discharge Permit. The amount of land needed for the Temporary Wastewater Facilities is calculated by utilizing a

calculation of 215 gallons per day (“GPD”) for each LUE, and assuming an application rate of 0.1 GPD/square foot.

## ARTICLE II SERVICE TO THE DEVELOPMENT

**2.1 City Wastewater Service.** The City will become the exclusive provider of wastewater collection and treatment service to the Development through the City's System in an amount up to 70 LUEs as set forth in this Agreement. The City will make this retail wastewater service available to the Land upon Owner's construction and connection of the Onsite and Offsite Facilities pursuant to this Agreement subject to the conditions described in this section 2.1. Owner and City recognize that although the City may physically accept wastewater from the Development at this time, the City's existing wastewater capacity has already been fully committed to others. Therefore, in exchange for the commitment by the City to provide wastewater collection and treatment service to the Land through the City's System in an amount of up to 70 LUEs, the Owner and the City agree as follows: If and when the City notifies Owner that the City's wastewater system is at 80% capacity (as determined by the City in its sole discretion), Owner agrees that it will, at its sole cost and expense, (a) construct, and operate Temporary Wastewater Facilities for the 70 LUEs within 6 months from notification from the city (b) utilize the Temporary Wastewater Facilities for the 70 LUEs, and (c) remove the flow for the 70 LUEs from the City System until such time as the City has completed the construction of the facilities for operation of Interim Phase I authorized by the Discharge Permit. The design and construction of the Temporary Wastewater Facilities are subject to review and approval by the City and shall not be constructed without the City's review and approval. The parties understand and agree that Site Plan Approval will not be granted by the City without a design of the Temporary Wastewater Facilities that is acceptable to the City being submitted as part of the Site Plan Approval process. The City agrees that once the design for the Temporary Wastewater Facilities is approved, unless state or federal law requires a change, the approval for the design will vest and remain valid until such time as Temporary Wastewater facilities are no longer needed. Owner agrees to pay all the City's costs associated with the City's review. If Temporary Wastewater Facilities are constructed, Owner, not the City, shall be responsible for obtaining any required approvals for the Temporary Wastewater Facilities and shall manage and operate the Temporary Wastewater Facilities at Owner's sole cost and expense in accordance with applicable law. City is diligently pursuing the necessary improvements to expand its wastewater capacity in accordance with the Discharge Permit. Upon constructing the improvements authorized by Interim Phase I of the Discharge Permit, City will deliver the Discharge Permit Notification and Owner will promptly divert its wastewater from the Temporary Wastewater Facilities to the City System at Owner's cost, and the City will be the permanent provider of wastewater service to the Land. Additional LUEs will not be made available to the Land or to the Development except as may be agreed in writing by the City from time to time.

**2.2 Temporary Wastewater Facilities Use and Approval.** The design and construction of the Temporary Wastewater Facilities are subject to review and approval by the City and shall not be constructed without the City's review and approval. The parties understand and agree that Site Plan Approval will not be granted by the City without a design of the Temporary Wastewater

Facilities that is acceptable to the City being submitted as part of the Site Plan Approval process. The City agrees that once the design for the Temporary Wastewater Facilities is approved, unless state or federal law requires a change, the approval for the design will vest and remain valid until such time as Temporary Wastewater facilities are no longer needed. Owner agrees to pay all the City's costs associated with the City's review. If Temporary Wastewater Facilities are constructed, Owner, not the City, shall be responsible for obtaining any required approvals for the Temporary Wastewater Facilities and shall manage and operate the Temporary Wastewater Facilities at Owner's sole cost and expense in accordance with applicable law. City is diligently pursuing the necessary improvements to expand its wastewater capacity in accordance with the Discharge Permit. Upon constructing the improvements authorized by Interim Phase I of the Discharge Permit, City will deliver the Discharge Permit Notification and Owner will promptly divert its wastewater from the Temporary Wastewater Facilities to the City System at Owner's cost, and the City will be the permanent provider of wastewater service to the Land. Additional LUEs will not be made available to the Land or to the Development except as may be agreed in writing by the City from time to time.

**2.3 Application for Wastewater Service.** Within 30 days of receipt of the Effective Date, Owner shall execute and file with the City a completed copy of the City's form of application for wastewater service to the Development.

**2.4 Site Development Permit.** Nothing in this Agreement approves the Owner's application for the Site Development Permit for the Land, which remains subject to staff approval under City ordinances and regulations governing such permits.

### ARTICLE III

#### INFRASTRUCTURE CONSTRUCTION, CONNECTIN AND DEDICATION

**3.1 Construction Standards.** Owner shall construct all Onsite and Offsite Facilities in compliance with (a) this Article 3; (b) the City Utility Standards; and (c) the rules and regulations of the Texas Commission on Environmental Quality, or its successor agencies.

**3.2 Construction Warranty and Guarantee.** Any facilities to be dedicated to the City shall have a contract warranty with a guarantee of at least 2 years, enforceable by the City as both Owner's assignee and as a third-party beneficiary. In addition, Owner's contract(s) with its Contractor for the construction of any facilities to be dedicated to the City (including the Offsite Facilities) shall: (i) state that the "OWNER" includes the Owner and its permitted assigns, including the City, and (ii) include the following provision:

"Immediately before the expiration of the 2-year guarantee period, the **CONTRACTOR** shall make an inspection of the Work in the company of the Engineer and the **OWNER**. The Engineer and the **OWNER** shall be given not less than 20 days' notice prior to the anticipated date of Guarantee expiration and the inspection. Failure to comply with these requirements

within the guarantee period shall extend the guarantee period until 20-days after the inspection is completed.

During the guarantee period, where any portion of the Work is found to be defective and requires replacement, repair or adjustment (whether as a result of the foregoing inspection or otherwise), the CONTRACTOR shall immediately provide materials and labor necessary to remedy such defective work and shall prosecute such work without delay until completed to the satisfaction of the Engineer and the OWNER, even though the date of completion of the corrective work may extend beyond the expiration date of the guarantee period.

The **CONTRACTOR** shall not be responsible for correction of work which has been damaged because of neglect or abuse."

The Owner shall provide a copy of the contract to the City upon execution, assign the contract to the City as provided in § 3.10, and shall immediately advise the City of any notice it receives under this provision, and send the City a copy of the notice as provided in this Agreement.

**3.3 Onsite Facilities.** Owner is required to construct, install, operate and maintain all Onsite Facilities at its cost. Owner agrees to complete the Onsite Facilities within one year from the date of the issuance by the City of all required permits for the construction of the Improvements.

**3.4 Offsite Facilities.** Owner is required to construct and install all Offsite Facilities at its cost. Owner agrees to complete the Offsite Facilities within 180 days from the date of issuance by the City of all required permits for the construction of the Improvements, subject to Force Majeure set forth in Section 7.10.

**3.5 Construction in Phases.** The Onsite and Offsite Facilities may be constructed in separate phases, in which case the requirements in this Agreement apply separately to each phase.

**3.6 Construction Plan Review and Approval.** The City has the right to review and approve all plans and specifications for the Temporary Wastewater Facilities, and the Offsite and Onsite Facilities, and to charge applicable City review and approval fees. Owner shall cause to be filed a copy of each set of approved plans and specifications and a copy of all inspection certificates for the Temporary Wastewater Facilities, and the Onsite and Offsite Facilities with the City for review and approval. Construction of the Temporary Wastewater Facilities shall not begin until the plans and specifications have been reviewed and accepted by the City for compliance with the construction standards required by this Agreement, a pre-construction conference has been held by the Owner's contractor(s) and the City Engineer, and the applicable City fees have been paid. Construction of the Onsite and Offsite Facilities shall not begin until the plans and specifications have been reviewed and accepted by the City for compliance with the construction standards required by this Agreement, a pre-construction conference has been held by the Owner's

contractor(s) and the City Engineer, and the applicable City fees have been paid. The City agrees to provide comments to plans and specifications within twenty (20) days of receipt.

**3.7 City Inspections.** The City has the right, but not the obligation, to inspect and test at any time (including during construction and before beginning operation), and the right to participate in a final inspection of, all Offsite and Onsite Facilities, including any connections to onsite structures and to the City's System. In addition, the Owner or its Contractor shall notify the City when the Facilities are ready for final inspection and connection to the City's System. If the City concurs that construction of the Facilities is substantially complete, then the City will schedule a final inspection by the City within twenty (20) days. After such final inspection, the Owner shall timely correct any punch list items. Unless otherwise agreed by the City staff, the final inspection shall not be scheduled until after a visual inspection using video camera technology of the entire completed Offsite Facilities is performed at Owner's sole cost and expense and a copy of the resulting video is provided to the City. Owner notify the City in advance and give the City an opportunity to witness the visual inspection.

**3.8 Review and Inspection Fees.** With respect to wastewater improvements to or for the Land, Owner shall pay City all of the City Engineer's fees (plus a 20% administrative fee mark- up) for City Engineer review of plans or specifications, and for City Engineer inspections and consultation during the construction phase(s) and final inspections. Such payment is due within 60 days of receipt from the City of its invoice.

**3.9 City Acceptance of Offsite Facilities.** After completion of the Onsite and Offsite Facilities in accordance with the construction standards of this Agreement, the City's final inspection, and the Owner's completion of any punch list items to the City's satisfaction, the Owner will dedicate, and the City agrees to accept the Offsite Facilities for dedication to the City's System.

**3.10 Conveyance of Offsite Facilities.** Within sixty (60) days after the City's acceptance of the Offsite Facilities under § 3.9, the Owner shall convey them to the City as follows. Owner shall execute and deliver to the City properly executed bills of sale, assignments, or other instruments of transfer that are reasonably necessary to convey the Offsite Facilities as well as:

- (a) all warranties secured for their construction;
- (b) all bonds, warranties, guarantees, and other assurances of performance;
- (c) all record drawings, easements and project manuals and all other documentation related to the Offsite Facilities; and
- (d) all easements required by Article 4.
- (e) Owner is responsible for removing any lien or any other encumbrance from any real or personal property to be transferred to the City. Upon transfer, the Offsite Facilities shall become part of the City's System.



**3.11 Connection to the System.** After the City's final inspection of the Onsite Facilities and the Offsite Facilities (if any), and after Owner has transferred the Offsite Facilities (if any) to the City as provided in § 3.10, the City will schedule connection to the City's System; however, the City may require construction of the Offsite Facilities to include the physical connection to the City's System. After connection to the City's System, the Owner shall connect all wastewater flows up to 70 LUEs from the Land to the City's System in compliance with the City's Wastewater Ordinance.

**3.12 Delivery of Drawings.** The Owner shall cause to be delivered to the City any as-built drawings and electronic files for all Onsite and Offsite Facilities within thirty (30) days after final inspection.

**3.13 Temporary Wastewater Facilities.** To the extent such facilities are required, Owner will design, construct, install, operate and maintain all Temporary Wastewater Facilities at its cost and expense. Owner shall design, locate, and construct the Temporary Wastewater Facilities to the specifications and requirements of the City Engineer and consistent with all applicable laws. Owner shall reimburse City for any of City Engineer's time reasonably spent on the Temporary Wastewater Facilities. Within one year after the City delivers the Discharge Permit Notification treatment service to the Development through the City's System in an amount up to 70 LUEs as set forth in this Agreement, Owner will abandon the Temporary Wastewater Facilities at its cost.

#### **ARTICLE IV EASEMENTS**

**4.1 Grant of Easements.** Before starting to construct the Offsite Facilities, Owner must have acquired, at no cost to the City, all wastewater easements necessary for the Offsite Facilities. Owner shall grant the easements for the Offsite Facilities provided to the City as required in §3.10 in the form attached as Exhibit D. The City shall record the easements in the deed records of Hays County, Texas. The City acknowledges that some or all of the Wastewater Infrastructure may be located in existing public rights-of-way that do not have to be acquired by the Owner.

**4.2 Facility Easements.** Owner shall acquire and maintain all easements necessary for Onsite Facilities and Offsite Facilities at no cost to the City.

#### **ARTICLE V FEES AND CHARGES**

**5.1 Impact Fees.** Prior to issuance of its initial building permit, Owner shall pay Impact Fees (also referred to as "connection fees") to the City in the amount specified by Chapter 20, Article 20.02.005(2)(A) of the City's Code of Ordinances (as amended or replaced) for the 70 LUEs reserved to serve the Land. Connection of any structure on the Land to the System is prohibited until Owner pays the Impact Fees. This Agreement is an agreement providing for the time and method of payment of the Impact Fees and an owner's voluntary request for reservation of capacity pursuant Chapter 395. If this Agreement expires before service begins, then the City will refund the Impact Fees paid, without interest, only upon recovering them through Impact Fee payments

from other customers for additional connections. Consistent with Section 20.02.008 of the City's Code of Ordinances, if after construction of the Improvements it is determined that wastewater service demand, as determined by water use, exceeds the gallons per LUE assigned to the Improvements, the City may assess and collect additional connection fees for that excess use. The number of LUEs assigned to the Improvements is 70. The additional assessment shall be based on each additional LUE or fraction thereof, as determined by the water use above the gallons per LUE per day initially assigned to the customer's connection, at the dollar amount per LUE authorized by section 20.02.005 of the City's Code of Ordinances, based on the gallons per LUE in effect at the time of the assessment.

The city shall send written notice of the assessment to the property owner stating the additional water use and the amount of the assessment, which must be paid to the city as provided in the notice.

- (a) The Owner shall pay a connection fee to the city at the time of issuance of all required permits for the construction of the Improvements from the City. This "connection fee" shall be assessed at a value of \$7,580.00 per LUE.
  - 1. The maximum assessment of "connection fee's" by the City to the Owner cannot be assessed in excess of ( $\$7,580.00 \times 70 = \$530,600.00$ )

## **5.2 Release of LUEs.**

- (a) If Owner does not obtain approval by the City's Planning and Zoning Commission for a Planned Development District by June 30, 2020, then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its § 2.1 wastewater service obligation for the released LUEs.
- (b) If Owner does not file an application that is deemed administratively complete for a Site Development Permit within 365 days from May 12, 2020 and is approved within 210 days of filing, then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its § 2.1 wastewater service obligation for the released LUEs.
- (c) If Owner does not submit a Donation Agreement to the Texas Department of Transportation, with copy to the City, for approval of their road improvements within sixty (60) days of securing the right-of-way required for the road improvements, or May 12, 2021, whichever is earlier, the City will release the LUEs reserved for Owner under this Agreement.
- (d) If Owner does file an application that is deemed administratively complete for all plats of the property within 180 days from May 12, 2020 of the Original Agreement. The final plat shall be approved within 120 days of filing of its initial complete plat application then this Agreement expires, and the City will release the LUEs reserved

for Owner under this Agreement and the City shall be relieved of its § 2.1 wastewater service obligation for the released LUEs.

- (e) If Owner does not obtain Building Permits for the Development within 180 days after receiving Site Plan approval from the City, then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its § 2.1 wastewater service obligation for the released LU Es.
- (f) Owner shall submit the design of its Temporary Wastewater Service Facilities as part of its Site Development Permit application. If Owner does not obtain City approval of said Temporary Wastewater Service Facilities from the City Engineer concurrently with its Site Development Permit then this Agreement expires, and the City will release the LUEs reserved for Owner under this Agreement and the City shall be relieved of its § 2.1 wastewater service obligation for the released LUEs.
- (g) If Owner does not construct the Onsite and Offsite Facilities within two years of the Site Plan Approval by the City, then this Agreement Expires, and the City will release the LUEs reserved for the Owner under this Agreement and the City shall be relieved of its §2.1 wastewater service obligation for the release LUEs.
- (i) At any time after one year after service to the Development begins through the City System, the City may release any or all of the unconnected reserved LUEs and terminate its §2.1 wastewater service commitment with respect to those unconnected LUEs by sending Notice to the Owner. Such termination shall be effective immediately.

**5.3 Line Extension Charges.** In addition to Impact Fees, Owner agrees to pay the line extension charges, if applicable, pursuant to Article 20.05 (Wastewater Line Extension) of the City's Code of Ordinances.

**5.4 Other Fees and Charges.** Payment of Impact Fees and Line Extension Charge as provided above will satisfy the Owner's Impact Fee and Extension Line Charge obligations for the requested capacity of 70 LUEs. After any part of the Onsite Infrastructure is connected to the System, wastewater service to the Land remains subject to all other charges and regulations as provided in the City's Code of Ordinances, Chapter 20, including additional impact fees for expanded or new development. Owner agrees to remain in compliance with Article 20 at all times, including monthly payment obligations and other wastewater regulations.

**5.5 Landlord Guarantee.** As authorized by City Ordinance, the City's bill for wastewater service is based on average winter water use for each water meter. By law and regulation, including orders of the Texas Commission on Environmental Quality, the City is authorized to suspend or terminate water service to a customer's water meter for non-payment of the customer's wastewater bill. The owner intends construct a multi-family unit apartments development subject to issuance

of a Site Development Permit. Owner shall be responsible for, and to guarantee payment of, deposits and monthly service bills for all tenants.

**ARTICLE VI  
FEES AND CHARGES**

**6.1 Term.** This Agreement remains in effect so long as the City is providing wastewater service to the Development, unless otherwise expired or terminated under Articles V or VI.

**6.2 Breach.** In the event Owner breaches this Agreement, City may send notice of default to Owner. The notice must include a reasonable description of the breach. If the Owner fails to cure the breach within 60 days of that notice, then the City may send a second notice describing the breach and the Owner’s failure to cure. Owner’s failure to cure the breach within 30 days after the second notice gives the City the right (at its Option) to (a) terminate this Agreement by sending a termination notice; (b) order a halt to construction on the Lad; and/or (c) seek judicial relief in law or equity.

**ARTICLE VII  
MISCELLANEOUS**

**7.1 Governing Law, Jurisdiction and Venue.** This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply 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 Hays County, and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

**7.2 Notice.** Any notices, approvals, or other communications required to be given by one Party to another under this Agreement (a "Notice") shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (d) five business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Party as provided in this section.

**To the City:**  
City of Dripping Springs

**To the Owner:**  
CRTX Development LLC

Attn: City Secretary  
P.O. Box 384  
Dripping Springs, Texas 78620

Attn: Doug Cobb  
9699 CR 132  
Celina, Texas 75009  
[doug@crtxdev.com](mailto:doug@crtxdev.com)

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

*With Copy to:*  
Bruin Ventures I, LP  
Attn: Mac Jones  
4611 Bee Cave Road, Suite 203  
Austin, Texas 78746  
[mjones@estagepm.com](mailto:mjones@estagepm.com)

**7.3 Assignment.** Owner may not assign this Agreement without the written consent of the City, in its sole discretion. This Agreement is binding on Owners' successors and assigns, including future owners of any land or structures within the Development.

**7.4 Condition Precedent.** It is a condition precedent to the City’s obligations under this Agreement that Owner re-plat the Land such that the Land consists of a single lot. If this condition precedent is not satisfied, the City shall be relieved of its all obligations under this Agreement, including its § 2.1 wastewater service obligation.

- (a) A re-plat of the Land as a single lot is only necessary until such time that the City has,
  - (i.) completed the construction of the facilities for operation of Interim Phase I authorized by the Discharge Permit, and ii. delivered to the Owner all 70 LUE per Section 2.1 of this agreement.
- (b) The Owner, at his sole cost, may re-plat the land into two parcels as depicted in the Conceptual Plat attached to this document as Exhibit A, at any time after the City has delivered to the development all 70 LUE’s per Section 2.1 of this agreement as long as a single lift station does not serve more than one parcel.

**7.5 Amendment.** This Agreement may be amended only with the written consent of the Owner and approval of the governing body of the City.

**7.6 No Waiver.** Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by a writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

**7.7 Severability.** The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the

application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

**7.8 Captions.** Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the agreement.

**7.9 Interpretation.** The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. As used in this Agreement, the term "include" or "including" means to include "without limitation." Any provision of this Agreement that provides for the agreement or approval of the City staff or City Council, such agreement or approval may be withheld or conditioned by the staff or City Council in its sole discretion.

**7.10 Counterpart Originals.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

**7.11 Force Majeure.** If any Party is delayed in meeting, or fails to meet, a deadline required by this Agreement (other than a deadline to pay money due and payable hereunder), and such delay or failure is due to causes beyond that Party's reasonable control, including, without limitation, failure of suppliers, contractors, subcontractors and carriers, then the dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused, provided that the Party experiencing the failure or delay gives the other Party reasonably prompt Notice specifically describing the cause relied upon.

**7.12 Professional Fees.** Owner agrees to place funds into the City's escrow account, as necessary from time to time, to pay the City's reasonably necessary engineering and legal fees incurred to prepare, negotiate, implement, interpret, or amend this Agreement. City is entitled to reimbursement of such fees plus a 20% administrative charge.

**7.13 Water Reuse Ordinance.** Owner understands and agrees that the Development will be subject to the City's Water Reuse Ordinance and Owner will pay \$1,675.00 for each of the 70 LUEs that are the subject of this Agreement. This payment is due within 60 days of the Effective Date of this Agreement.

**7.14 Restatement and Amendment.** This Amended and Restated Wastewater Service and Fee Agreement replaces the initial Wastewater Service and Fee Agreement dated May 12, 2020

between the Parties. All rights and obligations of the Parties shall be governed by this Agreement (the Amended and Restated Wastewater Service and Fee Agreement) as if it had been executed on the date of execution of the initial Wastewater Service and Fee Agreement.

**7.15 Incorporation of Exhibits by Reference.** All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

- Exhibit A      Land Plan**
- Exhibit B      Legal Description of the Land**
- Exhibit C      Form of the Easement**

**Effective Date. The Effective Date of this Agreement is May 12, 2020.**

[SIGNATURES FOLLOW ON NEXT PAGE]

**CITY OF DRIPPING SPRINGS:**

\_\_\_\_\_  
Bill Foulds, Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary

**STATE OF TEXAS  
COUNTY OF HAYS**

This instrument was executed by **Bill Foulds, Jr.** before me on \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**OWNER:**  
*CRTX Development, LLC*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

**STATE OF TEXAS  
COUNTY OF HAYS**

This instrument was executed by \_\_\_\_\_ before me on

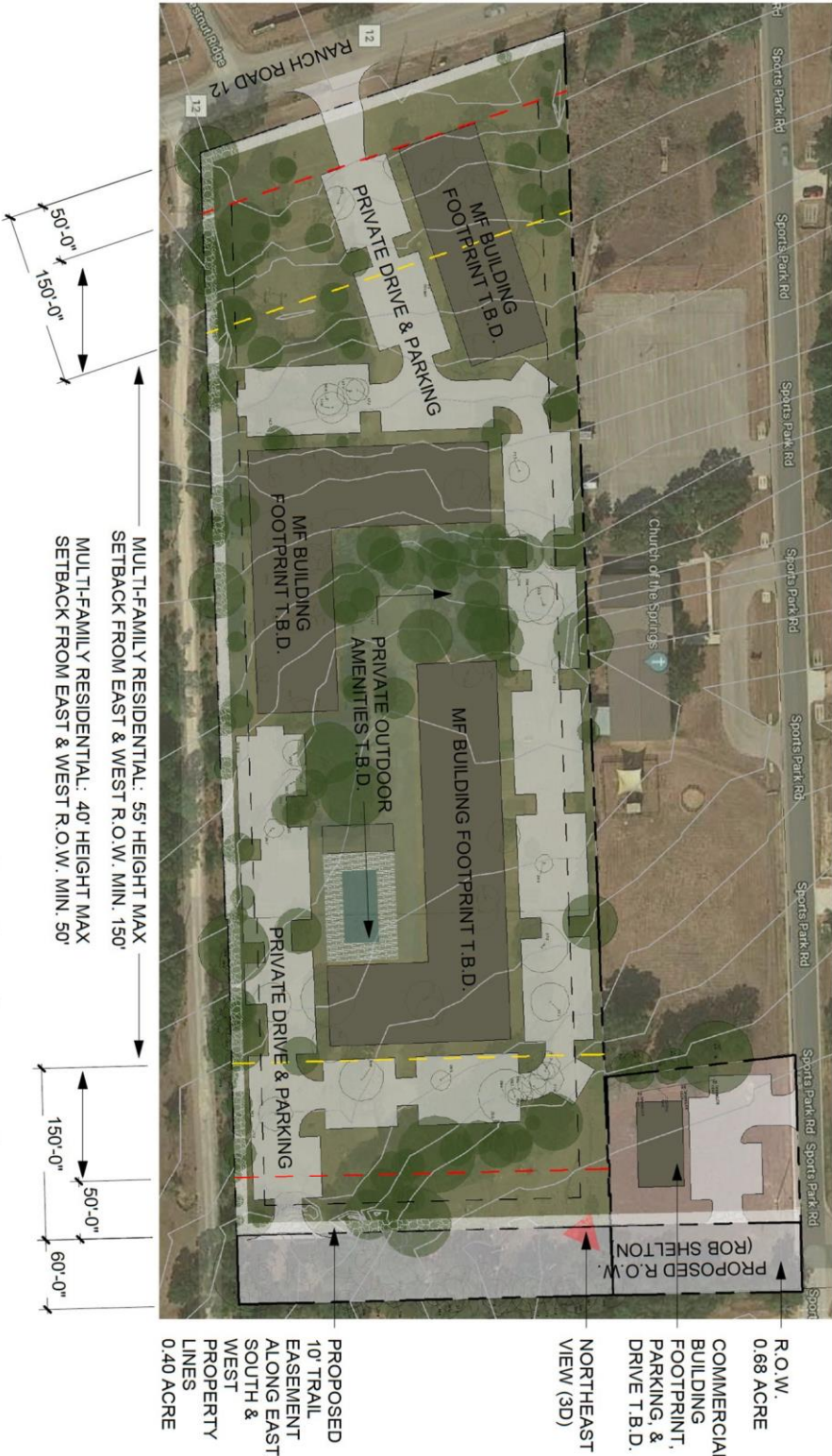
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas



### EXHIBIT A LAND PLAN

**SPRING ARCHITECTS**  
512.900.4425  
3005 S. LAMAR, STE D106-194  
AUSTIN, TEXAS 78704



**27110 RR12**  
DRIPPING SPRINGS, TX 78620

DATE: 12/03/19  
SCALE: 1 : 1440  
DESCRIPTION: CONCEPT PLAN

## EXHIBIT B LEGAL DESCRIPTION OF THE LAND

**LEGAL DESCRIPTION:** Being 7.82 acres of land out of the P. A. Smith League No. 26, Abstract No. 415, Hays County, Texas and also being that certain 5.314 acre tract of land described in Volume 5057, Page 320 of the Official Public Records of Hays County, Texas and that certain 2.500 acre tract described in Volume 360, Page 405 of said Official Public Records; Said 7.82 acre tract being more particularly described as follows and as surveyed under the supervision of Intrepid Surveying & Engineering Corporation in June, 2018:

BEGINNING at a wood fence corner post found in the northeast line of Ranch Road No. 12 for the southwest corner of that certain 4.27 acre tract described in Volume 2535, Page 838 of said Official Public Records, the northwest corner of said 5.314 acre tract and the northwest corner hereof;

THENCE along the south lines of said 4.27 acre tract, the following 3 courses:

1. North 87°48'10" East a distance of 767.14 feet along the north line of said 5.314 acre tract to a 1/2 inch iron rod found for the northeast corner of said 5.314 acre tract and a northeast corner hereof;
2. South 01°27'22" East a distance of 0.35 feet along the east line of said 5.314 acre tract to a 1/2 inch iron rod set for the northwest corner of said 2.500 acre tract and an interior corner hereof;
3. North 87°44'36" East a distance of 336.25 feet along the north line of said 2.500 acre tract to an iron pipe found in the west line of that certain 40.00 acre tract described in Volume 1462, Page 671 of said Official Public Records for the northeast corner of said 2.500 acre tract and the northeast corner hereof;

THENCE South 01°25'32" East a distance of 326.29 feet along the common line of said 4`0.00 acre tract and said 2.500 acre tract to a 1/2 inch iron rod set in the north line of that certain 82.2 acre tract described in Volume 1265, Page 776 of said Official Public Records for the southwest corner of said 40.00 acre tract, the southeast corner of said 2.500 acre tract and the southeast corner hereof;

THENCE along the north lines of said 82.02 acre tract, the following 3 courses:

1. South 88°24'53" West a distance of 336.04 feet along the south line of said 2.500 acre tract to a 1/2 inch iron rod set in the east line of said 5.314 acre tract for the southwest corner of said 2.500 acre tract and a south interior corner hereof;
2. South 01°27'22" East a distance of 1.99 feet along the east line of said 5.314 acre tract to a 1/2 inch iron rod found for the southeast corner of said 5.314 acre tract and a southeast corner hereof;
3. South 88°08'17" West a distance of 668.55 along the south line of said 5.314 acre tract to a 1/2 inch iron rod set in the east line of Ranch Road No. 12 for the southwest corner of said 5.314 acre tract and the southwest corner hereof;

THENCE along the northeast lines of Ranch Road No. 12 and the southeast lines of said 5.314 acre tract, the following 2 courses:

1. Following a curve turning to the right through the angle of 00°36'32", having a radius of 1597.42 feet, and whose long chord bears North 19°17'43" West a distance of 16.98 feet to a concrete monument found for a west corner hereof;
2. North 18°33'47" West a distance of 317.34 feet to POINT OF BEGINNING containing 7.82 acres more or less, and as shown on certified plat herewith.

Note: Bearings, distances and acreage shown hereon are NAD 83, South Central Zone and are derived from GPS techniques. Iron Rods set are a 1/2 inch rod with plastic caps marked "INTREPID".

Together with:

**BEING A 0.750 ACRE (32,670 SF) TRACT OF LAND, OIJT OF A 4.27 ACRE TRACT OF LAND CONVEYED BY WARIWITY DEED TO SPRING VALLEY FELLOWSHIP D/B/A CHURCH OF THE SPRINGS, AS RECORDED IN VOLUME 2535, PAGE 636 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.**

**THE UNDERSIGNED DOES HEREBY CERTIFY TO STEWART TITLE GUARANTY COMPANY, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UPON THE GROUND OF THE PROPERTY SHOWN HEREON, AND THAT THERE ARE NO ENCROACHMENTS OF VISIBLE IMPROVEMENTS, EXCEPT AS SHOWN HEREON, AND THAT THIS PROPERTY HAS ACCESS TO A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON.**

**THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A SURVEY.**

**EXHIBIT C FORM OF THE EASEMENT  
EASEMENT**

STATEOFTEXAS §  
§  
§ KNOW ALL PEOPLE BY THESE PRESENTS:  
COUNTY OF HAYS §

CITY OF DRIPPING SPRINGS SANITARY SEWER EASEMENT

THAT, a \_\_\_\_\_ ("Grantor") of Hays County, Texas, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by The City of Dripping Springs, a general law city of Hays County, Texas ("City"), the receipt of which is hereby acknowledged, does grant, bargain and convey to the City, its successors and assigns, a permanent easement for use and passage in, over, across, beneath, and along that certain parcel of land situated in Hays County, Texas, as described in the legal description attached hereto as Exhibit A and as depicted in the plat attached hereto as Exhibit B ("Easement Area"), for the purposes of installing, constructing, operating, maintaining, upgrading, repairing, and replacing underground sanitary sewer lines (which may include collection lines, force mains, and treated *effluent* lines) and all attendant facilities thereto as the City may from time to time deem necessary or advisable, including but not limited to incidental underground and aboveground attachments, equipment, manholes, manhole vents, lateral line connections, pipelines, junction boxes, and other appurtenant facilities ("Sanitary Sewer Easement"). It is intended by these presents to grant and convey the Sanitary Sewer Easement to the City as described above, with the usual rights of ingress and egress as the City may deem necessary in the use of such Sanitary Sewer Easement, at any time, in, over, across, upon, beneath, and along the Easement Area. Grantor agrees that it shall not place, construct, or allow any buildings, structures, or other improvements of any kind over, under, or upon the Easement Area, other than a fence, without the City's prior written consent, which the City may grant or withhold in its sole discretion.

TO HAVE AND TO HOLD the above described Sanitary Sewer Easement, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the City, its successors and assigns, forever. And Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Sanitary Sewer Easement unto the City, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the day of \_\_\_\_\_, 2020.

[SIGNATURE PAGE FOLLOWS]

GRANTOR:

\_\_\_\_\_

\_\_\_\_\_

BY:

\_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was executed by \_\_\_\_\_ before me on

\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_



**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:** TIRZ November 9, 2020; CC November 10, 2020

**Agenda Item Wording:** Discuss and consider recommendation regarding 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.

**Agenda Item Requestor:** Andrea Cunningham, City Secretary

**Summary/Background:** We currently have 7 board members who serve on both TIRZ Boards. 5 members are appointed by the City and 2 are appointed by the County Commissioners Court. The City has traditionally had 3 city members, 1 school representative, and 1 library representative. The members all have terms that end in December of this year. This ordinance would stagger the terms so that there would not need to be reappointments of everyone each year.

**Commission Recommendations:** N/A

**Recommended Council Actions:** Approve Ordinance.

**Attachments:** Ordinance. Staff Report.

**Next Steps/Schedule:** Once a recommendation from TIRZ is received, this ordinance would go to City Council. If approved, the City Council and County would appoint their members to specific “places” which would have either a one year or a 2 year term in the beginning. After the first term, all members would have a 2 year term. Because we have traditionally had School and Library representation on the Board, Staff has reached out to those entities about who they would like to appoint for the next terms.



**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. 2020-\_\_\_**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS, CREATING PLACES AND STAGGERING THE TERMS OF THE BOARDS OF DIRECTORS FOR THE ZONES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Dripping Springs, Texas (the “City”), pursuant to the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code (hereinafter referred to as the “Act”), has designated a geographic area within the City as tax increment reinvestment zones; and

**WHEREAS**, the City Council desires to promote the development of certain geographic areas in the City; and

**WHEREAS**, the City Council believes it is in the best interest of the City and the Zones to have staggered terms for the members of the Boards; and

**WHEREAS**, the City has taken all actions required to create the Zone including, but not limited to, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone.

**NOW THEREFORE, BE IT ORDAINED by the City 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.

**SECTION 2. ENACTMENT**

Title 1, Article 2.04 of the City of Dripping Springs Code of Ordinances is hereby amended so to read in accordance with *Exhibit A*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

**SECTION 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.

**SECTION 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.



**SECTION 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.

**SECTION 6. EFFECTIVE DATE**

This Ordinance shall be effective immediately upon passage and publication.

**SECTION 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 10<sup>th</sup> day of November, 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"***City of Dripping Springs****CODE OF ORDINANCES****TITLE 1: GENERAL ORDINANCES****CHAPTER 2: GENERAL PROVISIONS****ARTICLE 2.04: BOARDS, COMMISSIONS AND COMMITTEES****Division 8. Tax Increment Reinvestment Zone Board, TIRZ No. 1****Sec. 2.04.221 Organization and procedure**

(a) There is hereby created within the city a tax increment reinvestment zone board that consists of seven (7) regular board members to be ~~filled by nomination and appointment~~ appointed by place as follows:

- (1) City council appointment of places one (1) through five (5) at-large members; and
- (2) County commissioners court appointment of places six (6) and seven (7).
- (3) ~~Five (5) board seats shall be appointed by city council;~~
- (4) ~~Two (2) board member seats shall be appointed by the county commissioners court;~~

(b) Board member seats appointed by the county commissioners court are contingent on the county's participation in the tax increment reinvestment zone. If the county does not participate, or ceases participation, in the tax increment reinvestment zone, the board member seats in subsection (a)(2) above shall be filled by city council.

**Sec. 2.04.222 Qualifications**

All regular board members shall be at least eighteen (18) years of age and a resident of the county. Any regular board member who ceases to possess such qualifications shall automatically be deemed to have vacated their membership on the board.

**Sec. 2.04.223 Terms**

- (a) Beginning January 1, 2021 members shall initially serve staggering terms with even numbered places serving a two (2) year term and odd numbered places serving a one (1) year term, after which all places shall serve a two (2) year term. For members appointed by City Council, when appointed for each term, the City Council will determine which member will be in each place. For members appointed by the County, the County will determine which member is in each place.
- (b) Vacancies on the board may be filled by appointment of the city council for the unexpired term.
- (c) ~~Initial board member appointments by city council and the county commissioners court after the effective date of this section shall be for a two (2) year term.~~

~~(d) All appointments for regular members made after the initial appointments shall be for a term of two (2) years, except vacancies for unexpired terms, which shall be filled for the remainder of the unexpired term.~~

**Sec. 2.04.224 Duties**

\*\*\*

**Division 9. Tax Increment Reinvestment Zone Board, TIRZ No. 2**

**Sec. 2.04.261 Organization and procedure**

(c) There is hereby created within the city a tax increment reinvestment zone board that consists of seven (7) regular board members to be ~~filled by nomination and appointment appointed by place~~ as follows:

- (5) City council appointment of places one (1) through five (5) at-large members; and
- (6) County commissioners court appointment of places six (6) and seven (7).
- ~~(7) Five (5) board seats shall be appointed by city council;~~
- ~~(8) Two (2) board member seats shall be appointed by the county commissioners court;~~

(b) Board member seats appointed by the county commissioners court are contingent on the county’s participation in the tax increment reinvestment zone. If the county does not participate, or ceases participation, in the tax increment reinvestment zone, the board member seats in subsection (a)(2) above shall be filled by city council.

**Sec. 2.04.262 Qualifications**

All regular board members shall be at least eighteen (18) years of age and a resident of the county. Any regular board member who ceases to possess such qualifications shall automatically be deemed to have vacated their membership on the board.

**Sec. 2.04.263 Terms**

(a) Beginning January 1, 2021 members shall initially serve staggering terms with even numbered places serving a two (2) year term and odd numbered places serving a one (1) year term, after which all places shall serve a two (2) year term. For members appointed by City Council, then appointed for each term, the City Council will determine which member will be in each place. For members appointed by the County, the County will determine which member is in each place.

(b) Vacancies on the board may be filled by appointment of the city council for the unexpired term.

~~(c) Initial board member appointments by city council and the county commissioners court after the effective date of this section shall be for a two (2)-year term.~~

~~(d) All appointments for regular members made after the initial appointments shall be for a term of two (2) years, except vacancies for unexpired terms, which shall be filled for the remainder of the unexpired term.~~

# City of Dripping Springs, Texas

## Policy and Procedures for Municipal Utility Districts

### PURPOSE

A Municipal Utility District (“MUD”) is a type of District that functions as an independent, limited government. The purpose of a MUD is to provide a developer an alternate way to finance infrastructure, such as water, sewer, drainage, and road facilities. Managed by a board elected by property owners within the MUD, a MUD may issue bonds to reimburse a developer for authorized improvements and the MUD will utilize property tax revenues and user fees received from water and sewer services operated by the MUD to repay the debt. As the MUD pays off its debt, more of its tax revenue can be directed to other services.

The following outlines the Policy for creation of MUDs within Dripping Springs City limits and ETJ. The City may support or oppose any MUDs regardless of how they are created, whether they meet this Policy or if the City finds the proposed project can be served by City utilities. Notwithstanding any provision herein to the contrary, consent to a municipal utility district is within and will remain within the ultimate discretion of the City Council and no provision herein shall be construed to obligate the City Council to grant or deny its consent to any specific petition.

### CONDITIONS FOR CITY CONSENT OF MUDS

To be considered by the City Council, the real estate development project supported by the MUD must meet the following minimum requirements:

1. The MUD must be designed to achieve at least three of the priorities for Community Benefits:
  - a. Improvements or services that advance or exceed the City's code of ordinances, take into consideration environmentally sensitive areas, lighting, or natural features within the area for development.
  - b. Projects that create or enhance parks, trails, recreational facilities, open space benefits that exceed what is required by applicable development and parkland dedication regulations.
  - c. Projects that improve environmental protection, storm water quality, drainage, and flood control benefits that meet or exceed what is required by applicable development regulations.
  - d. Projects that provide enhanced benefits to improve the public roadway and sidewalk network in the City or the City’s ETJ.

- e. Projects that provide enhanced water and wastewater infrastructure in the City or the City's ETJ.
2. Include a Limited Purpose Annexation for commercial areas, allowing the City to impose and collect sales and use tax generated within the MUD.
3. Upon annexation, all water, wastewater, drainage, sidewalks, and road infrastructure constructed by the MUD will become City owned and operated infrastructure unless the City Council grants an exemption. Therefore, public infrastructure plans shall be prepared and reviewed by the City in compliance with the City's development regulations as relates to land use, infrastructure design, permitting, and inspections and applicants shall seek City development approvals prior to the commencement of any construction of public water, wastewater, drainage and road infrastructure that will be owned and operated by the City within the MUD.
4. Construction or acquisition of any MUD facilities within or for the MUD consisting of water, wastewater, and drainage infrastructure facilities that will be owned and operated by the City shall not commence unless the design conforms to the City's standards and the plans and specifications have been approved by all government entities with jurisdiction, including the City. In cases where County and City standards conflict, City standards shall apply unless provided for in the 1445 Agreement between the City and Hays County.
5. The MUD shall not provide services for, or acquire property to provide services for, any property outside its boundaries without the consent of the City.
6. A MUD may not extend the boundaries of the MUD unless the City Council first adopts a resolution giving its consent to the extension. The conditions contained in the resolution consenting to the creation of the MUD also apply to any boundary extension, unless the resolution approving the District's proposed boundary extension states otherwise.
7. The MUD shall not allow use of easements or stormwater drainage facilities owned or controlled by the MUD for any property or development outside its boundaries without the consent of the City.
8. It is the policy of the City that a MUD created within the City or its ETJ should not be abolished until such time as it has retired all of its outstanding bonded indebtedness, so that the City taxpayers outside the MUD shall not have to pay off all or any part of the bonded indebtedness incurred by the MUD. The City does reserve the right to abolish any MUD as allowed by state law, regardless of whether it has any outstanding debt, if it is deemed to be in the best interest of the City.

When considering a request for a MUD, the City Council can consider the public benefit of the development by weighing the value of the benefits to the community, and to property in the MUD, against the costs to the City, including delayed annexation.

## **ADDITIONAL CONDITIONS FOR CITY CONSENT OF MUDS**

1. An in-City Public Improvement District (PID) as alternative funding sources for the construction of public infrastructure shall be demonstrated by the applicant to not be economically feasible for the subject property; and
2. The development proposal will contain provisions limiting eminent domain powers of the MUD and further provide provisions governing annexation of additional property into the MUD, which shall be subject to City consent, in its sole discretion.

## **REQUIREMENTS OF PETITION**

1. Attend a pre-application meeting to discuss intent to file a petition at least 30 days before filing the petition with the City.
2. With the petition, submit a completed application and associated fee to reimburse costs by the City for legal, engineering, administrative financial advisory services, and costs incurred by the City in connection with vetting the petition and negotiating any associated agreements for the MUD.
3. The petition must include the following:
  - a. Describe the boundaries of the proposed district by metes and bounds or by lot and block number, if there is a recorded map or plat and survey of the area;
  - b. State the general nature of the work proposed to be done, the necessity for the work, and the cost of the project as then estimated by those filing the petition; and
  - c. Include a name of the district which shall be generally descriptive of the locale of the district followed by the words Municipal Utility District, or if a district is located within one county, it may be designated "Hays County Municipal Utility District No. \_\_\_\_." (Insert the name of the county and proper consecutive number.) The proposed district shall not have the same name as any other district in the same county.

## **NOTICE OF PETITION AND PUBLIC HEARING**

1. City staff and consultants will assess the adequacy of the petition and its compliance with this Policy and state law and recommend to the City Council whether to proceed with consideration of the petition. The City may conduct a public hearing to consider the petition.
2. If the City Council approves setting a public hearing on the MUD petition, the City will publish the newspaper notice and the applicant shall reimburse the City for the cost of publication.
3. The City Council may hold a public hearing prior to the creation of a MUD at a regularly scheduled City Council meeting on the petition before the expiration of the period established by state law. Upon the presentation of a petition for consent for the creation of a MUD within the corporate limits of the city or ETJ, the majority in value of landowners within the proposed municipal utility district shall:

- a. Present evidence of the number of acres that the proposed MUD contains; present evidence that the petition is filed on behalf of the majority in value of landowners within the proposed MUD;
  - b. Present a preliminary report describing the MUD and proposed use of the land within the MUD showing that the proposed MUD and land use are feasible;
  - c. Present an estimate of assessed valuation of the MUD showing the value of property as it exists on date of the petition; a build-out schedule showing the projected value of the property when 50 percent of the projected vertical improvements for the MUD, exclusive of wastewater, water, sewer drainage, roads and/or park improvements, have been completed; and showing the projected value of the improvements upon completion of the development within the MUD;
  - d. Agree that the majority in value of landowners within the proposed MUD shall develop the property for the purposes substantially as described in the preliminary report, except as may otherwise be agreed by the proponent and the City, and that prior to commencement of any improvements, will comply with all provisions of the subdivision ordinances, zoning ordinances, and other land use ordinances of the City; and
  - e. The City reserves the right to impose other specific requirements relative to a given MUD, including, but not limited to parkland and open space requirements, construction material for houses and other buildings, amenities, and minimum lot sizes, which shall be agreed to and set forth in a consent or development agreement.
4. No resolution shall be adopted consenting to the creation of a MUD until the City Council finds that the proposed MUD:
- a. Will not adversely affect the existing City water, sewer, water quality, and storm facilities or other City utilities or City functions, and
  - b. Will not increase the City's taxes or utility rates or adversely impact the City's financing or bond rating, and that
  - c. All of the conditions imposed by this Policy have been agreed to by the majority in value of landowners within the proposed MUD.
5. No MUDs shall be established or expanded within the City limits or the ETJ without written consent by resolution or ordinance, of the City Council in compliance with Section 54.016 and Section 54.0165 of the Municipal Utility Districts Act. The petition to the City shall be signed by a majority in value of the holders of title of the land within the proposed district as indicated by the county tax rolls.

## FINANCIAL LIMITATIONS & PERFORMANCE STANDARDS

A MUD may issue bonds for any purpose authorized by the Municipal Utility Districts Act. An annual audit of the MUD is required to be done by an independent CPA. A copy is required to be provided to the City Administrator and financial records shall be available for City inspection during normal business hours. Bonds shall only be issued by the MUD for the purposes and in the manner provided by TCEQ, if appropriate. A copy of the bond application, including engineering report shall be submitted to the City for review at the same time the MUD submits to TCEQ. For road bonds, a copy of the notice of sale and preliminary official statement shall be provided to the City.

The following provisions must be included in a MUD consent agreement.

1. Prior to the sale or offer to sell any bonds of the MUD, the MUD must certify compliance with the applicable ordinance or resolution consenting to the creation of the MUD agreements. If requested by the City any costs incurred by the City in connection with review of the issuance of bonds shall be paid by the municipal utility district per the City fee schedule.
  - (a) If development occurs in phases, development must be sustainable by the proposed bonding capacity, bond phasing, and development approvals. Each phase of the development included in a bond issue must meet the applicable economic feasibility rules of the TCEQ which require that each phase proposed to be financed includes in the bond application the water, sewer, drainage, and other facilities to serve the development and has the requisite governmental approvals.
2. To ensure compliance by a MUD with each applicable condition or restriction imposed in connection with the consent of the City to the creation of the MUD, the Council is entitled to approve the issuance or sale of a MUD bond before the MUD issues a bid invitation for the bond. If the MUD is not in compliance with each applicable condition:
  - (a) the Council may not approve the issuance or sale of the bond; and
  - (b) the MUD may not issue or sell the bond.
3. The City, to ensure the economic vitality of a MUD and to the extent authorized by the laws of this state, may limit the amount of bonds the MUD may issue.
4. In consenting to the creation of a MUD, the City may impose an additional condition or restriction on the terms, provisions, or sale of a bond or note of the MUD. A condition or restriction imposed under this subsection may not cause the bond or note to be unmarketable.
5. The authorizing order or resolution regarding the issuance of any series of bonds, which bonds shall be and remain obligations of the MUD until its dissolution, must be approved by the City Council. The City Council may refuse to give its approval to the issuance of bonds or limit the amount of bonds issued by the MUD if the MUD is not in compliance with the City's requirements contained in the consent resolution or ancillary documents.



6. The City will request compliance with the following terms and reporting requirements:
- (a) The City may limit a MUD to only issue bonds for the purposes of providing water, wastewater and drainage improvements as provided in Texas Water Code, Section 54.016(e).
  - (b) The City may approve the issuance of MUD bonds for park or road improvements if the park or road improvements for which the bonds are issued are included in the City's master plans.
  - (c) A MUD may not spend the proceeds of a bond or incur any indebtedness for the purpose of providing service to territory outside the boundary of the MUD without the approval of the City Council.
  - (d) At least thirty (30) days before the issuance of bonds, except refunding bonds, the MUD's financial advisor shall certify in writing that bonds are being issued within the existing economic feasibility guidelines established by the TCEQ, whether or not the MUD has been approved by the TCEQ. The report should also state the following:
    - i. The amount of bonds being proposed for issuance,
    - ii. The projects to be funded by such bonds, and
    - iii. The proposed debt service tax rate after issuance of the bonds.
  - (e) Within thirty (30) days after the MUD closes the sale of a series of bonds, if requested by City, the MUD shall deliver to the City Administrator an electronic copy of the final official statement for such series of bonds as well as any additional information requested by the City and provide the City with a complete transcript of bond proceedings within sixty (60) days after the date the bonds are delivered.
  - (f) Terms of any refunding proposed by the District must be approved by the City Council or meet standard minimum NPV savings of 3%.
7. The MUD shall send a copy of the order or other action setting an ad valorem tax rate to the City Secretary and the City Manager within thirty (30) days after District's adoption of the rate.
8. The MUD shall send a copy of its annual audit to the City Administrator. The MUD will meet accounting standards set by the Governmental Accounting Standards Board (GASB) and fulfill all arbitrage compliance reports to the satisfaction of the City Manager.
9. The MUD shall provide copies of any material event notices filed under applicable federal securities laws or regulations to the City Administrator within thirty (30) days after filing such notices with the applicable federal agency.
10. The City acknowledges that a MUD has authority to assess an unlimited tax for payment of debt service. However, prior to implementation of any increase in tax rate above its initial rate,

the municipal utility district shall make a formal presentation to City Council explaining the need for the increase, at which time residents of the MUD shall be given an opportunity to be heard. The MUD shall provide notice of such presentation on the MUD's website, if applicable, and the notice shall be sent by regular mail or email to each owner of taxable property within the MUD as reflected on its most recent certified tax roll. This provision shall be in addition to any requirements of notice and hearing which may be contained in the Texas Water Code and in the Texas Tax Code which apply to the MUD.

### **UTILITY RATES IN A MUD**

The consent of the City to the creation of a MUD shall be conditioned on a contract or Strategic Partnership Agreement between the City and the MUD. The contract must provide that at the time the City annexes the territory of the MUD, water and wastewater rates established for property in the MUD shall be sufficient to fully compensate the City for assuming the indebtedness of the MUD after the MUD is dissolved.

A water or wastewater rate established shall be based on the water or wastewater rate established for other customers in the boundary of the City and shall include a component based on the monthly debt retirement payment assumed by the City. A water or wastewater rate may be recalculated as provided in the contract.

The established rate must remain in effect until the bonded indebtedness of the District is fully retired and the City is fully compensated. The written consent of the City to the creation of the MUD shall specify the estimated date such annexation shall occur no earlier than when the following conditions have been met:

- (a) 90 percent of the water, wastewater, drainage, and road improvements and park facilities for which bonds of the MUD are authorized have been to be installed or completed and
- (b) the developer, or developer's successors or assigns, have been reimbursed by the MUD as allowed by law or the City assumes any obligation of the MUD as allowed by law.

### **MUD BOARDS**

All MUDs shall require that board meetings be recorded, and all recordings and minutes of the meeting be available on a website and at a meeting location within the MUD, if possible

### **APPLICATION FOR DISSOLUTION OF MUDs**

The City Council may dissolve a MUD at any time, with MUD approval by entering into a Strategic Partnership Agreement in accordance with state law. However, a MUD may provide a written request that the City consider dissolution if certain guidelines, addressed below, are met. The request should be sent to the City Secretary with the proposed date of dissolution, and supporting documentation showing that the MUD will meet the guidelines for dissolution by that date. If the City Council decides that dissolution will be beneficial to the City, the City will prepare a written implementation plan for the District's dissolution within six (6) months of the date the

City Council considers the request. The City may, at its option, as a step toward dissolution, refinance the District's bond debt.

MUDs seeking dissolution should meet all of the following conditions:

1. Preferably, all MUD bond debt should be fully paid. At a minimum, the City's annual costs of paying the MUD's bond debt and reoccurring operation and maintenance expenses after dissolution will be no greater than the amount of revenues the City gains through the total ad valorem value of property within the MUD;
2. The MUD has fully reimbursed the developer for the developer's cost of installing MUD infrastructure in compliance with the MUD 's contract with the developer as permitted by Texas law and regulations;
3. The MUD is not delinquent in the payment of any other financial obligation that is due prior to the date of dissolution, other than the bond debt to be assumed by the City;
4. The MUD did not finance and does not own or operate any utility or drainage facilities that the City did not specifically approve that would become part of the City's public infrastructure system upon the MUD 's dissolution.
5. Enter into a Strategic Partnership Agreement with the City to provide for the dissolution of the MUD.

**CITY OF DRIPPING SPRINGS**

**RESOLUTION No. 2020-R \_\_\_\_\_**

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS, ADOPTING A MUNICIPAL UTILITY DISTRICT POLICY; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

**WHEREAS,** Chapters 49 and 54 of the Texas Water Code and Article XVI, Section 59 of the Texas Constitution provides for the creation of Municipal Utility Districts; and

**WHEREAS,** state law requires City consent for the creation of a Municipal Utility District in the City limits or extraterritorial jurisdiction; and

**WHEREAS,** state law authorizes the City to require certain provisions of a Municipal Utility District during the creation, construction, and

**WHEREAS,** the City of Dripping Springs desires to establish a policy for the consideration for the consideration of proposed Municipal Utility Districts.

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

- 1. Findings of Fact:** The above and foregoing recitals are hereby found to be true and correct and are incorporated as finding of fact.
- 2. MUD Policy:** The Municipal Utility District Policy, as presented herein as Attachment “A”, is hereby adopted and approved.
- 3. Effective Date:** This resolution shall be effective from and after its approval and passage.
- 4. Meeting:** 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 10th day of November 2020.**

**CITY OF DRIPPING SPRINGS:**

\_\_\_\_\_  
Bill Foulds, Jr., Mayor

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary

**ATTACHMENT “A”**  
**MUNICIPAL UTILITY DISTRICT POLICY**



# STAFF REPORT

## ATTORNEY/CLIENT PRIVILEGE

**City of Dripping Springs**

**PO Box 384**

**511 Mercer Street**

**Dripping Springs, TX 78602**

**Submitted By:** Laura Mueller, City Attorney

**Council Meeting Date:** November 10, 2020

**Agenda Item Wording:** 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.

**Agenda Item Requestor:** Bill Foulds, Jr., Mayor

**Summary/Background:** This ordinance is designed to assist property owners who desire or have already placed some equipment in easements that are platted, but may not be needed by the City or any utility provider.

Recently, the City moved building permits and plan review in house. Once the Planning Department and Residential Building Inspector began reviewing building permits, it was revealed that builders in certain subdivisions, such as Caliterra, Arrowhead, and Reunion Ranch, have been placing air conditioning units and other equipment in platted utility easements. The previous building inspector, a third party Bureau Veritas, had not stopped this from occurring. The easements in question run along the sides of the platted lots and to the City's knowledge contain no utility lines. The City began stopping building permits and began receiving calls and emails from various property owners, home builders, and developers complaining of the new enforcement of the easements.

Because the easements are platted, and the City does not allow building in easements, and had no process for encroachments or variances, the planning department, building official, and I determined that a solution was needed. Based on a review of what other cities do in the area, and city council direction at the October Council meeting, staff determined that a license to encroach process was most appropriate.

### **License to Encroach Ordinance and Process**

A property owner can apply for a license to encroach into an easement if:

1. Utilities that use or could use the easement consent;
2. Only for certain items such as air conditioning units and sheds, but not dwellings or buildings, can encroach; and

- 3. The owner acknowledges that if an easement holder ever needs to use the easement they will have to move their encroachments at their own expense.

The procedure will be available for any easements at any time.

Current encroachments will need to be addressed if a property owner requests a change to their property that creates a new encroachment or expands an existing encroachment.

The Fee for this License is \$200 based on the proposed fee schedule amendment on this Agenda.

**Other Option: Replatting**

We are also recommending that if an owner can replat to remove the easements, they should do so. This also requires utility consent but would prevent any future issue with the encroachment.

**Commission Recommendations:**

N/A

**Recommended Council Actions:**

Approve License to Encroach ordinance.

**Attachments:**

License to Encroach Ordinance; License to Encroach Application; Fee Ordinance

**Next Steps/Schedule:**

If approved, the Planning Department, Building Department, and I will reach out to the property owners and developers to make them aware that the process exists. The City will then begin to process these licenses, granting them when appropriate.

**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. 2020-\_\_\_\_\_**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING ARTICLE 28.04 SITE DEVELOPMENT ADDING SECTION 28.04.025 LICENSE TO ENCROACH; AND PROVIDING FOR FINDINGS OF FACT, ADOPTION AND AMENDMENTS, REPEALER, SEVERABILITY, AND ENFORCEMENT; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

**WHEREAS**, the City Council of the City of Dripping Springs (“City Council”) seeks to promote reasonable, sound, and efficient land use and construction within the City of Dripping Springs (“City”); and

**WHEREAS**, the Dripping Springs City Council (“City Council”), as a duly-elected legislative body, finds that it is facing significant historic and contemporary land use challenges that existing regulations were not designed to address; and

**WHEREAS**, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS**, pursuant to Texas Local Government Code Chapters 212, to protect the public health, safety, and welfare, the City Council has determined that protecting rights-of-way and easements is a priority for the City; and

**WHEREAS**, the City Council has determined that the adoption of a process to allow a license to encroach in certain instances where utility and other functions are not harmed by such encroachment provides appropriate flexibility to property owners; and

**WHEREAS**, the City Council seeks to apply up-to-date regulatory systems to projects to the extent reasonably possible and within the confines of the law.

**WHEREAS**, the City Council finds that it is in the best interest of the City and its residents to adopt the amendment to the Site Development Code.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS THAT:**

**SECTION 1. FINDINGS OF FACT**

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.



**SECTION 2. ADOPTION AND AMENDMENTS**

The City Council hereby adds Section 28.04.025.

**SECTION 3. REPEALER**

In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

**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 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.

**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 10<sup>th</sup> day of November 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"

**28.04.025 License to Encroach**

- (a) Purpose. The purpose of a license to encroach is to determine the potential impacts of proposed improvements, structures, facilities, and encroachments into a public street, roadway, sidewalk, right-of-way, or easement in order to maintain their safety, mobility, and operational functionality.
- (b) Applicability. A license to encroach, in the procedures provided for in this section, is required for the following:
- (1) Encroachments of new improvements including air conditioning pads, fences, roof overhangs, sheds, and other small improvements that do not include dwellings or other buildings into a public street, roadway, sidewalk, or right-of-way within the city limits and easements located within the City limits or the extra-territorial jurisdiction.
  - (2) If a property owner applies for a change to a property on which an encroachment currently exists where no license has been issued, and the change would increase the encroachment or create a new encroachment, an application for a license to encroach shall be submitted and the change only granted if a license to encroach is granted.
- (c) Those improvements, as defined above, that encroach into a public street, roadway, or sidewalk shall obtain approval from the city council, in addition to this license, other than applications for driveways and utility cut permits which shall continue to be processed as detailed in Chapter 28 of the code of ordinances.
- (d) Review of a license to encroach shall be done by the development review committee. The decision of the development review committee shall be final.
- (e) Criteria for Approval.  
No license to encroach will be denied unless it is determined by the development review committee that the proposed location or type of improvement will negatively impact the function of the public street, roadway, sidewalk, right-of-way, or easement or have an adverse effect upon the health, safety, or welfare of the general public or an easement holder denies encroachment. In making this determination, the following will be evaluated:
- (1) The proposed encroachment into a public street, roadway, sidewalk, right-of-way, or easement by any person shall not interfere with the lawful use thereof.
  - (2) Any proposed construction within a public street, roadway, sidewalk, right-of-way, or easement shall be in accordance with this code, the city's adopted construction standards, and any other applicable ordinances and regulations.
  - (3) At any time during the construction of any structure within a public street, roadway, sidewalk right-of-way, or easement:
    - (A) The applicable public street, roadway, or sidewalk shall be kept open for vehicular and pedestrian traffic in a reasonable manner and sidewalks shall not be obstructed as to prevent the use thereof by pedestrians;
    - (B) Dirt and other material removed from the construction of any structure within a public street, roadway, sidewalk, right-of-way or easement shall not be allowed to remain on the street or sidewalk and shall be removed immediately at the sole cost, risk, liability, and expense of the licensee;

(C) All excavations and obstructions of any kind that take place during the period of the licensee's construction shall be properly barricaded and well-illuminated during the night, subject to the approval of the Building Official.

(f) Submission Requirements.

(i) Any request for a license to encroach shall be accompanied by an application approved by the city, any required signatures, and the fee as set by city council plus reimbursement of consultant fees, if any. The application shall be accompanied with a letter of consent or signature for the water, electric, and wastewater utility (if any) when an encroachment will extend or expand into an area used or which could be used in the future by the utility.

(ii) The development review committee may determine further studies will be required. Such studies may include, but are not limited to, an engineering study, which may be required at the determination of the city engineer. Only the elements of an engineering study that are necessary to answer specific questions that arise during the review process will be required for submittal.

(g) Responsibility for Final Action.

The development review committee is responsible for final action on licenses to encroach into an easement. For those requests that encroach into a public street, roadway, sidewalk, or right-of-way, final approval shall be obtained from the city council, other than applications for driveways and utility cut permits which shall continue to be processed as detailed in Chapter 28 of the code of ordinances.

(h) Expiration.

The City shall provide written notice at least 90 days in advance to the licensee, its representatives, successors, or assigns, to take possession of and use all or any part of the licensed area in the event that such use be reasonably desired or needed by the city for street, sewer, transportation, or any other public or municipal use or purpose. During such time, it is the responsibility of the licensee, its representatives, successors or assigns to remove the encroachment(s). In such an event, the City shall have the right to cancel the revocable license as to that portion of the licensed area so designated and required by the City.

**CITY OF DRIPPING SPRINGS**

**ORDINANCE No. 2020-\_\_\_\_\_**

AN ORDINANCE AMENDING APPENDIX A: ARTICLE A1.000 (GENERAL PROVISIONS) OF THE DRIPPING SPRINGS CODE OF ORDINANCES; AMENDING THE DRIPPING SPRINGS FEE SCHEDULE SECTION 4: SUBDIVISIONS; ADDING SECTION 4.23: LICENSE TO ENCROACH; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; REPEALER, SEVERABILITY; PUBLICATION; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

**WHEREAS**, the City Council of the City of Dripping Springs (“City Council”) seeks to promote reasonable, sound, and efficient land use and construction within the City of Dripping Springs (“City”); and

**WHEREAS**, the Dripping Springs City Council (“City Council”), as a duly-elected legislative body, finds that it is facing significant historic and contemporary land use challenges that existing regulations were not designed to address; and

**WHEREAS**, pursuant to Texas Local Government Code Chapters 212, to protect the public health, safety, and welfare, the City Council has determined that protecting rights-of-way and easements is a priority for the City; and

**WHEREAS**, the City Council has determined that the adoption of a process to allow a license to encroach in certain instances where utility and other functions are not harmed by such encroachment provides appropriate flexibility to property owners; and

**WHEREAS**, the City Council seeks to apply up-to-date regulatory systems to projects to the extent reasonably possible and within the confines of the law; and

**WHEREAS**, the City Council finds that the review of a license to encroach will take staff time and resources and should include a fee for review; 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, Section 4 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 within 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 10<sup>th</sup> day of November 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:**

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Andrea Cunningham, City Secretary

**ATTACHMENT “A”**

**4.23 License to Encroach Fee:** \$200.00/encroachment. Fees may be reviewed, consolidated, or lessened for multiple encroachments on the same lot or plat where applications are filed simultaneously, based on the cost of review on the judgment of the city administrator.

## PARKS

### Charro Ranch Park

The monthly volunteer workdays are vital to the upkeep and care of Charro Ranch Park. Spearheaded by Sue Harding and several volunteers and committee members much progress is happening this fall.

The below summary was provided by Charro Park volunteer and Hays County Master Naturalist Sue Harding.

September 12, 2020: 12 volunteers worked 3 hours: (Total of 36 volunteer hours in September)

- weeding paths in native plant area and re-mulched with the remaining pile of shredded cedar mulch (originally 20 cy donated to us by Kinser Ranch in July, 2019)
- restored areas where oak wilt trenching took place this past summer; spreading dirt, shrinking piles, covering with trimmed ashe juniper branches and piled branches to indicate 'no pass-thru' on these areas
- created a new spur trail on the SW side, including weed eating and delineating the ends; GPSed the new official spur

October 10, 2020: 9 volunteers worked 3 hours: (Total of 27 volunteer hours in October)

- weed whacked entire native plant area that had heavy KR bluestem growth; pulled KR bluestem and other weedy grasses from paths in native plant area
- continued smoothing of caliche piles left over from oak wilt trenching this past summer
- heavy weed whacking around solstice circle and peace labyrinth

Charro Ranch Park was a stop for a documentary film crew featuring Texas dark skies. Mayor Foulds and City Administrator Fischer greeted the team and served as City Liaisons for their visit.

Maggie Martin – Programs and Events Coordinator has wrapped up the bird viewing station identification binder improvements. They are in the process of being produced on materials that will withstand outdoor wear and tear and public use. Goal of December for installation.

### Dripping Springs Ranch Park -Submitted by: *Tina Adams – Event Center Manager*



The Ranch Park had a strong October with several weekends jam packed with events and hosting the 2020 Dripping Springs Fair & Rodeo. This was rescheduled from July due to Covid-19. Several successful roping events and a shopping fair rounded out the month. We look forward to November with our own DSRP riding series Hunter Jumper Horse Show this month! We have gained a new guest services coordinator, Lily Sellers. She is busy connecting with our current DSRP members while actively pursuing renewals and new memberships for our arena memberships. The DSRP team is working hard to keep the event center maintained and preparing for the next upcoming major event, Fall classic. This goat, pig and lamb show is an extremely large event showcasing our county's youth and their show animals. Our networking with other local RV parks has led an increase in RV bookings and interest from the community outside if the booked events. We are currently working with the City of Dripping Springs' Marketing Director, Lisa Sullivan, to create updated signage for the park and event center. Lots of great things happening at DSRP this fall!

Connie Boltz-

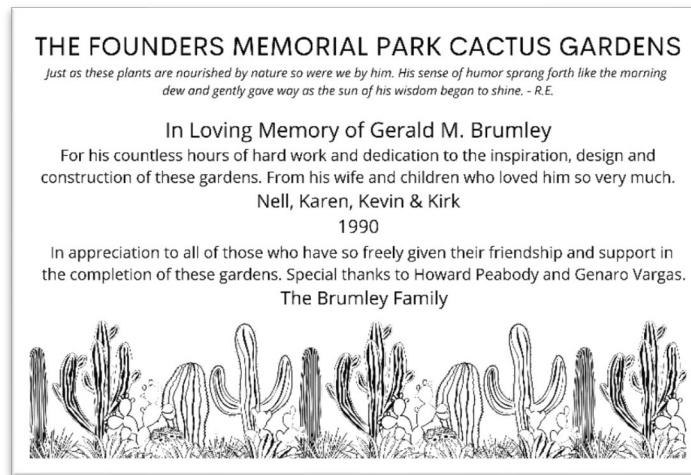
Hays County Master Naturalist notes- 6 Hays Country Master Naturalist worked on removal of invasive species such as Malta Star Thistle and King Ranch Bluestem in the area around the trail near the Bird Viewing Station. A general vegetation survey was done in the area nearest the parking lot by the bird station was conducted. 18 species of



plants were identified in the area that will be developed as an example of a native prairie. The beginning work on building a terraced garden by the bird feeders on the west side of the bird station was initiated. The objective for the day was to remove invasive plants around the bird viewing area and begin work on a bird and butterfly attracting native plant garden.

### Founders Memorial Park & Pool –

Renck Donation Memorial Bench has been approved by council and has been ordered. Cactus Garden replacement monument and new plaque has been ordered. An interpretive panel that identifies the cactus species was not a part of the original agreement so that was not pursued. The material of the new plaque is an aluminum photo plate that is design to last in outdoor climates and will not be impacted by fading or weathering from heat or other environmental elements.



Issues continue to arise with the pool. Currently, there is a main drain leak that is being located and identified in scope and scale of issue. Maintenance staff has called in for a leak detection and isolation service from Progressive Aquatics.

### Rathgeber Natural Resource Park (Pending)

Use agreement still being drafted with Capitol Area BSA for Rathgeber. Awaiting the results of the November election. Staff has begun developing a preliminary operations budget for the park with a plan for bringing it on-line as a budgeted addition to the PRC budget in 2022.

### Sports & Recreation Park

Engineered plans are currently with the City Building Official for review and code compliance prior to our submittal to the International Dark Sky Association for certification.

### Veterans Memorial Park & Triangle

Community rental capabilities of the portion of the Triangle west of the low water crossing are no longer permitted.

## **COMMUNITY SERVICES**

### Community Initiatives

#### **Bird City Texas:**

We will be starting a Community-wide Dripping Springs Backyard Habitat program to meet a goal of expanding and encouraging awareness of migratory birds and pollinators and the need for an increased presence of migratory bird

and pollinator places to rest along their journey and feed. Resting stations will be encouraged and foliage that promotes resources for pollinators.

Applications for the 2021 Texas Bird City designation process opened June 15, 2020 with a deadline of December 4, 2020 . An application committee was formed and consists of the following partners:

Hope Boatright – Destination Dripping Springs, Visitors Bureau  
 Maggie Martin – CODS Programs & Events Specialist  
 Paul Fushille – CODS Parks & Recreation Commissioner  
 Kelly Schmidt – CODS Parks & Community Services Director  
 Lisa Sullivan – CODS Communications Director  
 Amanda Pena Bustillos – Wild Birds Unlimited  
 Connie Boltz – Hays County Master Naturalists  
 Anne Forish – Hays County Master Gardeners



The committee met in October and is progressing on their various assigned application components. There are two more meeting before final submittal for the Bird City application.

#### **International Dark Sky Community:**

Submitted by Michelle Fischer:

August - October "Lights Out Migratory Months" in the City of Dripping Springs wrapped up. Almost one hundred people took the online pledge.

October 2020 was the first Hill Country Night Sky Month, which celebrated the region's night skies and the hard work that Hill Country communities do to preserve them. The city approved a proclamation, posted educational information on its Facebook pages, created a new Night Sky page on the city website, and publicized Hill Country Night Sky events happening throughout the region.



Filming for the documentary "A Texas Tour of the Night Sky," Richard Acosta, documentarian, occurred on October 17<sup>th</sup> at Charro Ranch Park and various locations in Dripping Springs. Mayor Bill Foulds, Jr., City Administrator Michelle Fischer, IDA Texas President Cindy Luongo Cassidy, and local photographer Jerry Moreno were interviewed. The city was a sponsor of the Hill Country Living Festival + Rainwater Revival, a virtual event held October 24-25. Hope Boatright with the Dripping Springs Visitors Bureau presented the video "Dripping Springs A Night Sky Pioneer" and Hill Country Alliance Program Director Cliff Kaplan gave a presentation on Hill Country Night Sky Month. The city and Pedernales Electric Cooperative were the sponsors of the Night Sky session.

On October 28<sup>th</sup> the city's Building Official, Sarah Cole, and City Administrator Michelle Fischer presented "City of Dripping Springs Lighting Ordinance for Residential Properties." The presentation is on the city's website.

**It's Time Texas:** On Going- prepping for 2021 program.

**Keep Dripping Springs Beautiful:** In order to maintain our Affiliate designation certification of Keep Texas Beautiful, a number of beautification events must be hosted by the City each year followed by the submittal of an annual report. The Fall Sweep is one of the required events and will be held on November 17, 2020 from 1pm-4pm and coordinated by Maggie Martin.

**Scenic City:** On Going - Nothing to report.

**Community Outreach Volunteer Services**

Nothing to report for October. Covid still continues to impact normal operations. Beginning our planning for the 2021 volunteer season and creating organizational structure for on-going opportunities for recruitment of community volunteers.

**Banner Requests & Co-Sponsorships**

- 9/11 - 10/15 & 10/19 - 10/31 Destination Dripping Springs Banner / DS Chamber of Commerce
- 9/28 - 10/12 Hill Country Harvest Market Show / Texas Market Guide
- 10/1 - 10/31 Fall Enrollment Advertisement / DS Christian Academy
- 10/1 - 10/25 Chili / Salsa Cook-off / DS Cook Off Club
- 10/5 - 10/31 Pumpkin Patch / DSUMC
- 10/14 - 10/31 Movie In The Park / CODS Parks & Realty Austin
- 10/16 - 10/18 Dripping Springs Rodeo Banner / Dripping Springs AG Boosters
- 10/26 - 10/31 Shop Local / CODS

**Community Events & Programs – Submitted by: Maggie Martin, Programs and Events Specialist**



**Bird City:**

We are continuing our efforts for earning the Bird City Designation. The Bird City Committee is completing their final activities and we are planned to wrap up in early November. We are in the final month of the Lights Out Campaign and we have finished with about 100 signatures, of which many opted in to get future information about birding programs and initiatives.

**Keep Dripping Springs Beautiful:**

The Fall Sweep is on! We are planning a Fall Sweep clean up on Nutty Brown Road come November. We are teaming up with the Dripping Springs High School Environmental Awareness and Protection (LEAP) group. Supplies such as trash bags, trash collector tools, and gloves will be available for those who wish to participate. The clean-up will take place on November 17<sup>th</sup> from 1:00pm to 4:00pm.

**Other News:**

In Charro Ranch Park we have our Silver Star Award applicant, Autumn Pape, beginning her work in restoring the information Kiosk. Her plan includes designated days of work as well as what she plans to complete each day she works. You may find Autumn at Charro Park every now and again working on her project! She is projected to complete the first day of December.

**Christmas on Mercer:**

Continued planning of Christmas on Mercer 2020- we have exceeded our goal for sponsorship support this year! We are also working on an updated layout of the event due to changes in real estate availability in the Historic District. This year, there will still be a trackless train ride and pony rides located behind the Stevenson building and Old Fitzhugh Road. We are also full for vendor opportunities! Promotion of Christmas on Mercer is well underway.



**Movie in the Park:**

Continued planning of the Halloween special movie in the park! The movie is taking place on Friday, October 30<sup>th</sup>- This Friday and we have reserved all the parking spaces! Entry to the

movie will begin at 7:00pm and the movie will begin at approximately 7:45pm.

**MOVIE IN THE PARK**

Friday, October 30th, 7:30  
Dripping Springs Ranch Park

**RESERVATIONS REQUIRED**  
sign up:  
[www.cityofdrippingsprings.com](http://www.cityofdrippingsprings.com)

Presented by  
**PARKS & COMMUNITY**  
CITY OF DRIPPING SPRINGS

and  
**The Melissa & Amy Team**  
MelissaAndAmyTeam@RealtyAustin.com

**RA**  
REALTY  
AUSTIN

**FARMERS MARKET**



Farmers



of Women Voters disseminated information about voting in Hays County at markets during September and October.

The number of shoppers has increased now that cooler weather is here, although the real upswing in those numbers started last March, when grocery store shelves were picked clean with panic shopping. Folks who first shopped at the Farmers Market back then have continued to return weekly, happy with both the selection of food and the safety of outdoor shopping.

We're looking forward to the holiday season at market, though it will be somewhat changed this year. We're adding additional craft vendors for increased gift options – though social spacing between booths will reduce the number of booth spaces available. We're also looking forward to our move to the DS Ranch Park Event Center from January through mid-March, following our successful experience moving indoors there last winter.

#### 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

# City of Dripping Springs

## Monthly Maintenance Report

### *October 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

#### **Additional Maintenance Completed**

##### **Parks**

- DSRP material staging area mowed – 10/1
- DSRP Ranch fence repainting – 10/2
- VMP mowed and trimmed – 10/7
- DSRP Ranch fence repainted and cables installed and tightened – 10/7
- DSRP water hydrant replaced – 10/8
- DSRP overflow parking mowed – 10/15
- Charro park graffiti removal – 10/19
- DSRP assisted in unloading shavings – 10/21
- SRP old bleacher boards moved to DSRP outdoor arena – 10/22
- Founders pavilion hand sanitizer refilled – 10/27
- DSRP water barricades and hay bales moved for moving in the park – 10/29
- Founders Park hose bib repaired – 10/29

##### **Streets**

- Running Deer and Golden Eagle street sign re-installed – 10/1
- Golden Eagle ROW mowed and trimmed – 10/5
- Mercer St. yellow lines painted black – 10/5
- Mercer St. light pole installed – 10/6
- N. Roger Hanks ROW mowed and trimmed – 10/6
- Mercer St. DG beds maintained – 10/8
- S. Roger Hanks ROW mowed and trimmed – 10/8
- Creek Rd. and Ramirez Ln. ROW mowed and trimmed – 10/13
- Hays St. ROW mowed and trimmed – 10/13
- Founders Park Rd. ROW mowed and trimmed – 10/14
- Sports Park Rd. Row mowed and trimmed – 10/15

- Post Oak ROW trees trimmed – 10/23, 10/29-10/30

### **Facilities**

- DSRP arena light ballast replaced – 10/2
- DSRP woman's restroom light bulbs replaced – 10/2
- Ranch House well checked and temporally repaired – 10/5
- City Hall plants fertilized – 10/7
- DSRP event room door handle replaced – 10/7
- Stephenson Building A/C filters replaced – 10/7
- Ranch House A/C filters replaced – 10/7
- City Hall mowed and trimmed – 10/14
- City Hall boxes of plans moved to council chambers for scanning – 10/14
- Ranch House water down: well valves turned on – 10/14
- Ranch House ant treatment – 10/14
- DSRP sink plumbing repaired – 10/15
- City Hall lock box installed in Public Works office – 10/15
- DSRP Austin Elevator out to repair elevator – 10/16
- DSRP Rodeo set up and barriers built and installed – 10/14-10/17
- Founders Pool chlorinator leak repaired – 10/19
- DSRP outdoor light fixture put up and hole covered – 10/19
- DSRP Elevator back in service – 10/20
- Ranch House wasp nest treated – 10/20
- Ranch House rope swing and eye hooks removed from oak trees – 10/20
- City Hall parking spot removal/replacement completed – 10/22
- Founders pool pump O-rings greased – 10/23
- Well house pressure tank replaced – 10/23
- DSRP office mouse traps set – 10/26
- DSRP men's restroom doorknob replaced – 10/26
- City Hall mowed and trimmed – 10/26
- Stephenson Bldg. mowed and trimmed – 10/26
- DSRP women's restroom leak repaired – 10/27
- Founders pool pump #1 and #2 swapped – 10/27
- Ranch House checked and ready for potluck – 10/29
- Ranch House internet components removed – 10/30

### **Equipment/Vehicles**

- DSRP Kioti returned from shop – 10/2
- WWTP Mule moved from DSRP to WWTP – 10/2
- X-Mark mower blades replaced – 10/5
- Water Wagon fittings and hoses replaced – 10/19
- ACM picked up tractor for service – 10/20
- DSRP Kioti sent to shop with unidentified leak – 10/26
- Pressure washer oil serviced – 10/27
- Ferris mower blades and grease fittings serviced – 10/28

**Other**

- Cedar Mulch dropped off at DSRP – 10/1
- Cones dropped off at DSRP for early voting – 10/9
- Additional cones dropped off at DSRP for early voting – 10/13
- Moved bleachers for early voting – 10/13
- Dead deer picked up and disposed on Spanish Oak – 10/14
- Assisted with Rodeo set up – 10/14-10/16
- Crowd control barriers built – 10/14-10/16
- SRP Meter reading – 10/21
- Dead deer picked up and disposed on Shadywood – 10/22
- Check operations of spider boxes – 10/23
- Dead deer picked up and disposed on Rob Shelton – 10/26
- Tool room inventoried – 10/29
- Banner line repaired at VMP – 10/29

**WWTP**

- Dead trees cut down – 10/1
-

## Project Status Report

Permits Created From 10/1/2020 to 11/30/2020

Generated 11/2/2020 11:00:43 AM

Item # 18.

Project #	Status	Address	Description	WO #	Work Type	Specific Use	Inspection Type	WO Status	Inspector	Inspection Date
<a href="#">2020-98</a>	Open	511 Mercer St., Dripping Springs, TX 78620	Street and ROW Maint. (Oct. WO's)	13540455	N/A	Street/Road s	Work Planned	Completed	Jim Bass	10/07/2020
				13580409	N/A	Street/Road s	Work Planned	Completed	Jim Bass	10/26/2020
				13586500	N/A	Street/Road s	Work Planned	New	Tim Tyree	
<a href="#">2020-99</a>	Open	511 Mercer St., Dripping Springs, TX 78620	City Hall (Oct. WO's)	13517602	N/A	N/A	Work Planned	New	Craig Rice	
				13586604	N/A	N/A	Work Planned	New	Jim Bass	
				13540815	N/A	N/A	Work Planned	Completed	Sonny Garza	11/02/2020
<a href="#">2020-100</a>	Closed	480 Founders Park Rd., Dripping Springs, TX 78620	Founders Park (Oct. WO's)	13594803	N/A	Parks	Work Planned	Completed	Jim Bass	10/29/2020
<a href="#">2020-101</a>	Closed	27148 Ranch Rd 12, Dripping Springs, TX 78620	Sports and Rec Park (Oct. WO's)	No Work Orders on Project	N/A	Parks				
<a href="#">2020-102</a>	Closed	151 E Mercer St, Dripping Springs, TX 78620	VMP/Triangle (Oct. WO's)	No Work Orders on Project	N/A	Parks				
<a href="#">2020-103</a>	Open	1042 Event Center Drive, Dripping Springs, TX 78620	Ranch House (Oct. WO's)	13590001	N/A	N/A	Work Planned	New	Leonard Jones	
				13540586	N/A	N/A	Work Planned	Completed	Jim Bass	10/14/2020
				13557831	N/A	N/A	Work Planned	Completed	Jim Bass	10/20/2020
				13560557	N/A	N/A	Work Planned	Completed	Jim Bass	10/20/2020



<a href="#">2020-104</a>	Open	1042 Event Center Drive, Dripping Springs Ranch Park, TX 78620	DSRP (Oct. WO's)	13540530	N/A	N/A	Work Planned	Completed	Leonard Jones	10/23/2020 Item # 18.
				13518681	N/A	N/A	Work Planned	Completed	Leonard Jones	10/23/2020
				13517523	N/A	N/A	Work Planned	Completed	Sonny Garza	10/28/2020
				13597523	N/A	N/A	Work Planned	New	Leonard Jones	
				13540543	N/A	N/A	Work Planned	Completed	Leonard Jones	10/19/2020
				13559587	N/A	N/A	Work Planned	Completed	Leonard Jones	10/20/2020
				13540538	N/A	N/A	Work Planned	Completed	Leonard Jones	10/20/2020
				13540656	N/A	N/A	Work Planned	Completed	Tim Tyree	10/24/2020
				13540796	N/A	N/A	Work Planned	Completed	Jim Bass	10/07/2020
				13541815	N/A	N/A	Work Planned	Completed	Jim Bass	10/14/2020
				13541834	N/A	N/A	Work Planned	Completed	Jim Bass	10/15/2020
				13577347	N/A	N/A	Work Planned	Completed	Jim Bass	10/26/2020
				13577360	N/A	N/A	Work Planned	Completed	Jim Bass	10/26/2020
				13577329	N/A	N/A	Work Planned	Completed	Jim Bass	10/27/2020
<a href="#">2020-105</a>	Closed	101 Old Fitzhugh, Stephenson Bldg., TX 78620	Stephenson Bldg. (Oct. WO's)	No Work Orders on Project	N/A	N/A				
<a href="#">2020-106</a>	Open	, Dripping Springs, TX 78620	Fleet and Equipment (Oct. WO's)	13577298	N/A	N/A	Work Planned	New	Leonard Jones	
				13586494	N/A	N/A	Work Planned	Completed	Sonny Garza	11/02/2020

<a href="#">2020-107</a>	Closed	22690 Ranch to Market Rd 150, Charro Park, TX 78620	Charro Park (Oct. WO's)	13555660	N/A	Parks	Work Planned	Completed	Tim Tyree	10/14/2020 Item # 18.
<a href="#">2020-108</a>	Closed	23127 W. 150, SRWRF, TX 78620	South Regional Water Reclamation Facility (Oct. WO's)	No Work Orders on Project	N/A	N/A				

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**CITY OF DRIPPING SPRINGS  
TRANSPORTATION COMMITTEE  
AGENDA**

**MONDAY, SEPTEMBER 28, 2020  
3:30-5:00 PM—VIA ZOOM CONFERENCE**

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**COMMITTEE MEMBERS:**

Interim Chairman – P&Z Comm. Jim Martin  
City Council Rep.—Travis Crow  
Barrett Criswell  
Sharon Hamilton

John Pettit (Absent)  
Ben Sorrell – Non-Voting Member (Absent)  
Chad Gilpin, P.E., City Engineer

**INVITED GUESTS:**

Hays Co. - Precinct 4 Comm. Walt Smith, County Engineer Jerry Borcharding, P.E., Adam Leach, EIT

DSISD – Pam Swanks, Mike Garcia

TxDOT, Austin District, So. Area Office – Epigmenio Gonzales, P.E., Michelle Romage-Chambers, P.E., Reed Smith, P.E.

CAMPO – Doise Miers

HDR (City Traffic Engineering Consultant) – Rashed Islam, P.E., Leslie Pollack, P.E., Isabella Albino

**AGENDA**

## 1. TXDOT

- Project Updates
  - a. Highway 290 Study Update
  - No update
- New/Other Project(s) Update
  - Ranch Road 12 Project: Breaking ground next Monday
  - Trautwein light is activated
  - Traffic signals at Darden Hill and FM 1826 & FM 1826 and 150: Still being worked on.
  - Traffic Signal at 150 and RR 12: A protected left is not possible now because of sight distance and speed. Adding a right turn phase would provide an additional phase for people turning left.

Lowering the speed limit could also help. Engineer will get out there as soon as possible. Detection should be looked at.

- Study just West of Dripping Springs has begun
- Signal at Tiger Lane and 290:

## 2. Hays County Update

- Traffic circle at Darden Hill and Sawyer: Engineering has begun, and they should have something sharable within a week. Commission Smith wants to do some direct outreach to property owners out there
- Hays County has activated a citizen's advisory panel for the southern bypass that has been discussed in previous meetings. K Friese and associates are putting it together and are currently reaching out to citizens to serve on the panel. They've also reached out to people who worked on FM 150 character panel to see if they can work on it as well
- Master Transportation Plan has had over 400 comments so far. They anticipate having a better update at the next meeting.
- Commissioner Smith is going to have a meeting with some of the Campo representatives. He is going to be advocating to get corridor study money placed in our area to look at other ways traffic is moving to and from Austin.
- When Commissioner Smith looked at projects that were on the parks bond that could be beneficial for transportation. They had a panel put together that listened to possibilities, ranked and scored them, and then distributed money. Commissioner Smith looked at projects in the Dripping Springs Area that had some transportation component in order to have projects presented to commission with a dual purpose, both parks and transportation. There were two projects, first was the Mercer Street Shared Use Path, the second was the Town Square project. One that was not listed was 6-8 roundabouts that are referred to in the 150 Character study. They are looking at those roundabouts and trying to put parking next to them and establish "cultural spots".

## 3. HDR (Traffic Engineering Consultant)

- Master Transportation Plan Update
  - Storyboard prepared for online open house and they are close to public notice.
- Traffic Symposium Update
  - HDR is looking to hold of on the Symposium until after Covid. The City agrees with this stance.
- Status of Task Orders
  - No outstanding Task Orders. HDR is mainly reviewing TIAs at the moment.

#### 4. CITY OF DRIPPING SPRINGS

- Big Sky—Founders Park Rd and RR 12 Improvement Project Update (Aaron Reed, Public Works Coordinator)
  - Founders Park Road is near completion, they are only waiting on a few more things.
  - Ranch Road 12 is still working on their punch list.
- Update on Traffic Calming Requests (Aaron Reed, Public Works Coordinator)
  - Two of the four digital speed limit signs have been installed at Blue Ridge Drive and that data will be shared.
  - The remaining two have been installed at Founders Park Road
  - After this week, the Blue Ridge Drive signs will move to Goodnight Trail.
- Development Update (Amanda Padilla, Senior Planner)
  - a. Cannon Tract Residential Project—Ashton Woods
    - The PDD is still being worked on. They are proposing 40 & 45 ft lots, 16 acres of parkland.
    - They are working on Road Agreements now.
    - Leslie is working on the TIA, it is in process.
  - b. Cynosure Tract—Wildwood
    - No TIA yet
    - 43,50, & 60 ft. lots
    - They are wanting to create a MUD
  - c. Heritage PDD
    - Planning and Zoning has approved the preliminary plat . TIA has been resubmitted.

#### 5. New Business

- City Council voted on their schedule for 2021. Christmas meeting is a week prior. Jim proposes a vote to adopt the City Council calendar which would move the Transportation meeting for November from the 22<sup>nd</sup> to the 15<sup>th</sup> and the 20<sup>th</sup> of December to the 13<sup>th</sup>. Travis seconds the motion. The motion passes 5-0.

6. Adjourn

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**CITY OF DRIPPING SPRINGS  
TRANSPORTATION COMMITTEE  
AGENDA**

**MONDAY, OCTOBER 26, 2020  
3:30-5:00 PM—VIA ZOOM CONFERENCE**

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**COMMITTEE MEMBERS:**

Interim Chairman – P&Z Comm. Jim Martin	John Pettit
City Council Rep.—Travis Crow	Ben Sorrell – Non-Voting Member
Barrett Criswell	Chad Gilpin, P.E., City Engineer
Sharon Hamilton	

**INVITED GUESTS:**

Hays Co. - Precinct 4 Comm. Walt Smith, County Engineer Jerry Borcharding, P.E., Adam Leach, EIT  
DSISD – Pam Swanks, Mike Garcia  
TxDOT, Austin District, So. Area Office – Epigmenio Gonzales, P.E., Michelle Romage-Chambers, P.E., Reed Smith, P.E.  
CAMPO – Doise Miers  
HDR (City Traffic Engineering Consultant) – Rashed Islam, P.E., Leslie Pollack, P.E., Isabella Albino

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**AGENDA**

1. TXDOT

- Project Updates
  - a. Highway 290 Study Update
    - No Updates
  - b. RR 12 Expansion Project
    - Sports Park to Post Oak as started construction. Construction will be ongoing for foreseeable future. Anything with lane closures or traffic impact will be relayed to Aaron Reed or Ginger Faught.
- New/Other Project(s) Update
  - Pre-con for Pedestrian Improvement Projects took place last week for Sportsplex Drive which goes from US 290 to Mighty Tiger.

- The meeting regard FM 150 and RR 12 traffic signal was cancelled, and the participants are currently trying to find a new date.
  - Overlay Project on 290 through town is coming up and it is scheduled to let in February. That work will not get done until the summertime. Will go from Rob Shelton on the East side through town. Epi will send the information on where it will stop.
  - Travis heard the study from 290 to 281 has been delayed and asks if there is any truth in that. Epi says that they have had to readjust their budget to account for consultants. This may be something they need to go back and look at, but he is no 100% sure if there is a delay. Barret Creswell says he has been told that the project is delayed until September 2021. Epi does not have that information but says he will confirm that. Leslie says that she doesn't know anything about it, but a lot of feasibility studies have been pushed. Without that what does it do for the City of Dripping Springs. The study would still be one year into design so it should be able to overlap with the schematic design.
- Zoom meeting was infiltrated and compromised. A new meeting was set up as soon as possible.

2. Hays County Update

- No update

3. HDR (Traffic Engineering Consultant)

- Master Transportation Plan Update

- They have a transportation thoroughfare plan map that is ready to go public. It is not finalized. By the end of the week they will have a website ready for city review.
- Open house meeting happening in November. It will be up for 2-3 weeks. It is a GIS based map which allows citizens to leave comments on the website.
- Campo has a copy of the thoroughfare plan and they are looking to get feedback.

- Status of Task Orders

- No new updates

4. CITY OF DRIPPING SPRINGS

- Update on Transportation Alternatives Set Aside Projects (TASA) (Aaron Reed, Public Works Coordinator)

- From 2017 there is the Sportsplex Drive project fully designed. Let and Pre-con have happened. Our timeline shows construction being complete in the 3rd quarter of 2021 and close out in the 4<sup>th</sup> Quarter of 2021 is the ending. We are waiting on contractor to



- give us timeline. They are estimating 30 days of construction. Aaron believes we are ahead of schedule as far as when we need to complete this project for federal funding.
- Rob Shelton Pedestrian Sidewalk and Middle School Sidewalk projects: Because they were both awarded in one grant cycle, they've been split up as much as possible. Rob Shelton is going on first. They are well ahead of schedule. Currently we are working with TxDot of reviewing our procurement procedures and our RFQ. Once approved we will go into procurement. Advanced Funding Agreement for the Middle school project has been approved by City Council and it was executed by the mayor and sent to TxDot.
- Update on Traffic Calming Requests (Aaron Reed, Public Works Coordinator)
    - Aaron has received 3 requests so far. He sent them all official request forms, but only one filled the form out and returned it.
    - Going to look at Blue Ridge to see about putting in more stop signs and if that would be efficient in stopping their traffic problem.
    - 2 digital speed signs on founders are going to get moved to Goodnight Trail. The 2 on Blue Ridge are going to get moved further down Blue Ridge.-
  - Development Update (Amanda Padilla, Senior Planner)
    - a. Cannon Tract Residential Project—Ashton Woods
      - The cannon tract is on hold while the city talks about density within City Limits. Density will effect any road infrastructure.
      - Canon Tract TIA is pretty close to being finished. There are still some comments being resolved with Leslie.
    - b. Cynosure Tract—Wildwood
      - Located next to headwaters and adjacent to big sky ranch and Anarene. This is also on a temporary hold until the Density conversation has concluded.
      - No TIA has been submitted.
    - c. Heritage PDD
      - Located adjacent to the Retreat in the downtown area.
      - They are getting ready to submit first phase of construction plans
      - Leslie has sent back minimal comments for their TIA, it is nearly complete.
      - Offsite improvements will come with first phase of construction.

## d. Planned Development District 11

- Multi Family development. Has some improvements to Rob Shelton at the intersection of 290 heading northbound. Will provide two left bound turn lanes onto 290 to address the queuing issues we see now. The TIA has been scoped but not submitted.
- Barret asks how many units will go in at PDD 11. Amanda answers 200. Barret asks if they have access to both 290 and Rob Shelton. Jim Martin clarifies that they will only have access through Rob Shelton. They will be constructing an extension of Rob Shelton to their southern property line.
- Barrett asks about the Heritage development, how many units. There are 595 single family units. There are multi family units proposed but they haven't shown us anything yet. They have multiple ingress and egress locations, the primary one is off of RR 12.
- PDD 11 is establishing the lot currently. They are working on the wastewater agreement with the city and need to begin construction within the next two years, it could be updated with the wastewater agreement.
- Sharon asks to let the committee members know when they can give some input on future projects. Amanda says that when we are working on new pdd's, they will be brought to the transportation committee.
- Travis Crow says that the biggest concern is the HEB light is going to be a problem, they've tried to get HEB to donate more land to extend that light. He believes we need to look further ahead.
- In talking about the Transportation Plan, we've been talking for years about the bypass in the Northeast so you can travel east of town through the subdivisions to get to north of town on RR 12. Having the transportation plan gives us a negotiating point when developers come in. The roads only come as fast as the developers come because the City does not have the money to obtain that right-of-way.

## 5. New Business

- No new business

## 6. Adjourn

4:40 p.m.

TO: CITY OF DRIPPING SPRINGS  
 FROM: Kim Fernea  
 RE: ECONOMIC DEVELOPMENT COMMITTEE MONTHLY REPORT  
 DATE: November 1, 2020

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Please accept this memo as the City of Dripping Springs Economic Development Committee's (the "Committee") monthly update to Council regarding projects and progress during the month of October, 2020.

The Committee convened via Zoom October 28<sup>th</sup>.

**Agenda:**

- Call to Order
- City Update – Mayor Pro Tem Taline Manassian
- GSMP Vision 2025 – Patrick Rose
- TIRZ Update – Dave Edwards and/or Keenan Smith
- Community Updates provided from the Committee

**Committee members present:** Susan Kimball, Dave Edwards, John Kroll, Mayor Pro Tem Taline Manassian, Whit Hanks, Andrea Nicholas, Kim Fernea

Chamber members present: Lucy Hansen, Denise Schroeder

City representatives present: Mayor Bill Foulds, Andrea Cunningham

Citizen visitor: Kyla Cloutier

**Mayor Pro Tem Taline Manassian- City Update & discussion**

- City-Wide Trails Plan Map has been update. Feedback is welcome.
- City is moving forward on getting easements related to the South Regional Water Reclamation Project (wastewater expansion).
- The biggest thing of relevance to this group is that the City is having discussions about density in the City. They looked at where there is currently areas of density and what is being considered (as far as projects on the horizon-Cannon, Cynosure starting to have discussions). Discussing where higher density may be appropriate, what should "high density" look like in our city, and what issues density raises for us, like increased traffic and affordability or unaffordability of housing.
  - P&Z having the same discussion and will give City Council and Staff their input.
- Slowly and carefully discussing the reopening City Hall.
- Will be revisiting Zoning Ordinance categories.
  - Whit suggested zoning include criteria by which certain development types are deemed appropriate. Would provide predictability for City and future Developers.
- Discussion about Sustainable Places and its intent and the spirit with which it was completed. Good historical reference.
- Comprehensive Plan will most likely be revisited in 2021.

**Kim Fernea - Vision 2025**

- Patrick Rose will deep dive into this in November.
- To summarize:

# VISION 2025 ECONOMIC DEVELOPMENT STRATEGY

The strategic framework and recommendations presented in the following pages were derived from several sources with the strategic implications presented in the Regional Assessment in mind. Partnerships with other organizations, which will be identified in the forthcoming Implementation Guidelines, will be key to continuing the success that the Greater San Marcos region has achieved with focused and consistent efforts built upon strong research and supported by voices throughout the region. The recommendations included in this Strategy are a combination of the Market Street team’s experience and observation of programs and initiatives in communities across the nation, as well as valuable feedback from stakeholder input, inclusive of focus groups, interviews, staff engagement, small group feedback and strategic planning workbook notes from the August 5 Steering Committee meeting.

This draft Strategy, once finalized and approved, will set the direction for the next five years of the region’s collective economic development prioritization and activity. The framework provides a high-level structure of the key issues that the region is working to address and helps stakeholders quickly and effectively communicate the region’s economic development goals. Once solidified, the framework also provides a clear structure for implementation activities. The framework should reflect the issues that the region seeks to affect at a high level through strategic action.

Best practices can be found in the Appendix of this document. References to each best practice can be found next to the relevant strategic action throughout the Strategy.

Before determining the direction of the next leg of this journey, reviewing past strategic frameworks is helpful to understanding the journey that the Greater San Marcos region has traversed over the last decade. In 2009, the strategy that was developed from an initiative led by the City of San Marcos and its economic development team, Economic Development San Marcos, resulted in the creation of the Greater San Marcos Partnership. In 2015, the Vision 2020 Strategy identified five primary “goals” that provided structure for GSMP’s efforts over the past five years. These goals and the accompanying graphic are as follows:

**Goal 1: Define and Promote the Greater San Marcos Value Proposition**

**Goal 2: Support Quality Growth in Export-Oriented Target Sectors**

**Goal 3: Optimize the Local Talent Base**

**Goal 4: Accommodate and Manage Quality Growth**

**Goal 5: Create Destination Appeal**



Collectively, the themes that emerged from research, public input, and Steering Committee feedback demonstrates to the Market Street team that the Greater San Marcos Vision 2025 Economic Development Strategy can reasonably be organized around four of these, adjusting the first and fourth areas to reflect the changes in the landscape that have resulted from progress that has been made since 2015:

1. Support Quality Employment Growth
2. Optimize the Local Talent Base
3. Accommodate and Manage Quality Growth
4. Enhance Community Appeal

The following graphic displays a potential visual representation of the four proposed goal areas, highlighting the interconnectivity of all areas. As the illustration also highlights, **regionalism** should always be at the core, understanding that it has been a vital component to GSMP's efforts.



#### David Edwards – TIRZ Update

- Currently negotiations ongoing between parties (City, ISD, Library)
  - Determining what is good for all parties and the community.
  - Working out cost sharing agreements between parties
  - Next TIRZ Meeting is 2<sup>nd</sup> Tuesday of November at 4:00.



**REPLAT OF LOT 2E, BLOCK C,  
 POUNDHOUSE HILLS SECTION 2**  
 City of Dripping Springs  
 Hays County, Texas

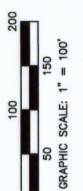
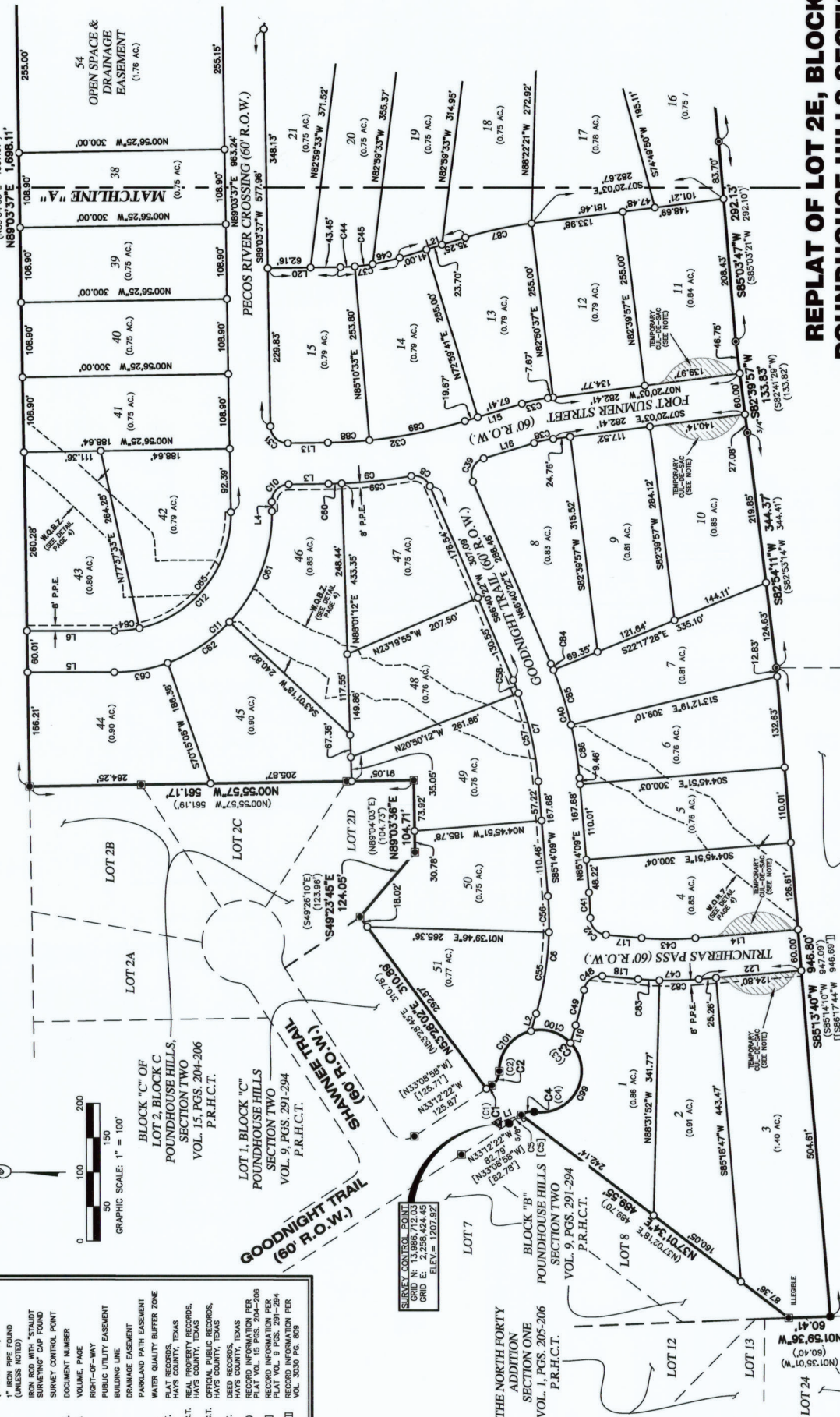
TEMPORARY CUL-DE-SAC NOTE:  
 THESE TEMPORARY CUL-DE-SACS WILL BE  
 REMOVED AND THE ADJACENT TRACTS  
 HAVE DEVELOPED AND CONNECTED THEIR ROADS.

**PHILIP A. SMITH**  
**SURVEY NO. 26,**  
**ABSTRACT NO. 415**

CALLLED 17.185 ACRES  
 H.C. CARTER  
 VOL. 3030, PG. 809  
 O.P.R.H.C.T.

THE NORTH FORTY  
 ADDITION  
 SECTION TWO &  
 RESUBDIVISION OF LOT 25,  
 THE NORTH FORTY  
 ADDITION, SECTION 1  
 VOL. 2, PGS. 17-18, P.R.H.C.T.

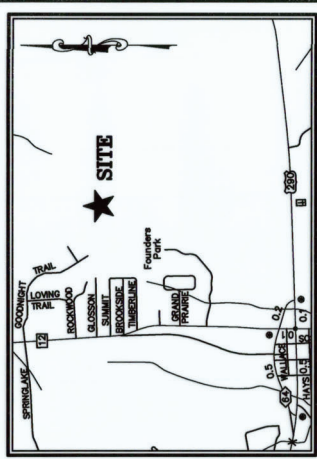
CALLLED 102.479 ACRES  
 MONTE GLOSSON, TRUSTEE  
 VOL. 4629, PG. 427, O.P.R.H.C.T.



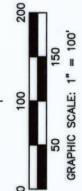
LEGEND	
—	PROPERTY LINE
- - -	EXISTING EASEMENTS
△	CALCULATED POINT
○	1/2" IRON ROD WITH "WARD-5811" CAP SET
●	1/2" IRON ROD FOUND
○	1" IRON PIPE (UNLESS NOTED)
○	1" IRON PIPE FOUND (UNLESS NOTED)
—	IRON ROD WITH "STALUD SURVEYING" CAP FOUND
—	DOCUMENT NUMBER
DOC. NO.	VOLUME, PAGE
VOL./PG.	RIGHT-OF-WAY
R.O.W.	PUBLIC UTILITY EASEMENT
P.U.E.	BUILDING LINE
B.L.	DRAINAGE EASEMENT
D.E.	PARKLAND PATH EASEMENT
P.P.E.	PARKLAND PATH BUFFER ZONE
M.G.B.Z.	PLAT RECORDS, TEXAS
P.R.H.C.T.	HAYS COUNTY, TEXAS
R.P.R.H.C.T.	DEED RECORDS, TEXAS
D.R.H.C.T.	HAYS COUNTY, TEXAS
(.....)	PLAT VOL. 15, PGS. 204-206
[.....]	RECORD INFORMATION PER PLAT VOL. 9, PGS. 291-294
[.....]	RECORD INFORMATION PER VOL. 3030 PG. 809



PO Box 90876, Austin Texas 78709  
 WWW.AWARDLANDSURVEYING.COM (512) 537-2384  
 TYPED FROM #17175239 P. 003333 Day 1003333 Day 1003333



VICINITY MAP  
 SCALE: 1" = 2000'



CALLED 102.479 ACRES  
 MONTE GLOSSON, TRUSTEE  
 VOL. 4629, PG. 427, O.P.R.H.C.T.

OPEN SPACE & DRAINAGE EASEMENT (1.76 AC.)

OPEN SPACE & D.E. (1.11 AC.)

OPEN SPACE & D.E. (2.64 AC.)

STAKED PLAINS LANE (60' R.O.W.)

PECOS RIVER CROSSING (60' R.O.W.)

CALLLED 206.2 ACRES  
 ANARENE INVESTMENTS, LTD.  
 VOL. 2639, PG. 403, O.P.R.H.C.T.

CALLLED 200 ACRES  
 WILLIAM R. SCOTT AND  
 BESSIE E. SCOTT  
 VOL. 171, PG. 229  
 D.R.H.C.T.

30' RIGHT-OF-WAY AGREEMENT  
 VOLUME 254, PAGE 181

LINE #	DIRECTION	LENGTH
L1	N18°52'18"W	35.97'
L2	N75°42'54"W	26.33'
L3	S00°48'02"E	57.87'
L4	N80°03'37"E	13.75'
L5	N00°00'00"E	128.24'
L6	N00°00'00"E	127.23'
L7	N21°45'32"W	9.39'
L8	S86°05'18"E	74.16'
L9	S85°01'22"E	118.24'
L10	S21°45'32"E	9.15'
L11	S00°56'23"E	39.78'
L12	S00°56'23"E	39.61'
L13	S00°48'02"E	58.11'
L14	N04°45'51"W	150.05'
L15	N17°00'19"W	87.08'
L16	S17°00'19"E	76.86'
L17	N04°52'52"E	52.52'
L18	S04°52'52"W	52.52'
L19	S75°42'54"E	26.73'
	S00°56'23"E	105.61'
	S17°00'19"E	89.85'
	S04°45'51"E	150.06'
	S01°51'27"W	48.57'

PHILIP A. SMITH  
 SURVEY NO. 26,  
 ABSTRACT NO. 415

REPLAT OF LOT 2E, BLOCK C,  
 POUNDHOUSE HILLS SECTION 2  
 City of Dripping Springs  
 Hays County, Texas

STATE OF TEXAS & COUNTY OF HAYS & CITY OF HAYS & REPLAT OF LOT 2E, BLOCK C, POUNDHOUSE HILLS SECTION 2

AND DO HEREBY DEDICATE TO THE PUBLIC, THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 1 DAY OF Feb, 2017 A.D.

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WITNESS MY HAND, THIS THE 1 DAY OF Feb, 2017 A.D.

CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C51	29.86'	330.00'	5709.01"	S04°25'57"W	29.85'
C52	120.13'	470.00'	14383.38"	S81°02'14"E	119.80'
C53	52.54'	470.00'	6924.22"	N88°26'16"E	52.51'
C54	131.84'	470.00'	16704.22"	S01°31'38"E	131.41'
C55	20.43'	470.00'	2289.28"	N67°55'05"E	20.43'
C56	102.85'	780.00'	7332.24"	S08°00'26"E	102.57'
C57	19.33'	780.00'	1295.12"	S01°31'38"E	19.33'
C58	176.75'	230.00'	44701.54"	S68°59'39"E	172.44'
C59	79.28'	230.00'	19444.56"	S09°52'28"E	78.88'
C60	109.31'	230.00'	27134.77"	S33°21'49"E	108.28'
C61	36.76'	170.00'	6324.13"	S08°11'44"E	36.69'
C62	233.06'	170.00'	78329.55"	S51°39'55"E	215.23'
C63	80.28'	453.56'	10708.22"	S28°54'37"E	80.16'
C64	41.48'	441.10'	5231.18"	S33°59'20"E	41.47'
C65	47.71'	60.00'	4533.33"	N63°30'02"W	46.46'
C66	31.26'	60.00'	3103.57"	N19°26'39"E	32.14'
C67	66.40'	60.00'	6324.13"	S63°28'08"E	63.06'
C68	67.81'	60.00'	6450.48"	S19°20'37"E	64.34'
C69	71.82'	530.00'	7463.32"	S32°42'45"E	71.87'
C70	65.36'	530.00'	7033.98"	S25°17'30"E	65.32'
C71	170.67'	60.00'	18258.23"	N63°20'38"E	118.68'
C72	94.17'	60.00'	8935.20"	S29°47'30"W	84.80'
C73	57.86'	604.22'	5280.04"	S01°50'19"E	57.84'
C74	31.57'	886.24'	2701.95"	S03°31'28"W	31.57'
C75	9.59'	530.00'	1022.10"	N87°11'27"E	9.59'
C76	84.05'	530.00'	9705.99"	N72°15'06"E	83.98'
C77	78.08'	530.00'	8746.29"	N61°00'55"E	78.01'
C78	98.74'	585.00'	9407.68"	N12°10'11"W	98.63'
C79	61.15'	720.00'	4751.99"	S03°15'02"E	61.13'
C80	142.27'	720.00'	11191.81"	S11°29'40"E	142.04'

CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C81	172.67'	470.00'	2102.56"	S84°14'23"E	171.70'
C82	152.28'	470.00'	1833.48"	N75°57'16"E	151.81'
C83	33.36'	25.00'	7627.00"	N29°26'52"E	30.84'
C84	33.36'	25.00'	8757.36"	S05°17'50"E	32.85'
C85	35.32'	25.00'	9077.21"	N45°52'42"W	35.39'
C86	365.34'	230.00'	9100.36"	S45°30'18"E	328.12'
C87	269.82'	170.00'	80956.23"	S49°29'11"E	242.38'
C88	490.00'	35.39'	3579.28"	N71°14'46"E	300.07'
C89	133.59'	480.50'	15236.16"	N81°15'15"E	133.18'
C90	171.38'	480.00'	20022.24"	N83°25'11"E	170.51'
C91	36.78'	25.00'	8418.02"	N67°58'15"E	37.67'
C92	121.75'	470.00'	14500.29"	S29°19'26"E	121.40'
C93	21.68'	25.00'	4940.47"	N91°46'24"E	21.00'
C94	292.54'	60.00'	27921.54"	N53°25'59"E	277.85'
C95	21.68'	25.00'	4940.47"	N11°45'37"W	21.00'
C96	137.29'	530.00'	14500.29"	S29°19'26"E	136.90'
C97	36.64'	25.00'	8328.52"	N84°08'56"W	33.45'
C98	149.34'	550.00'	15332.28"	N81°16'53"E	148.88'
C99	38.41'	25.00'	8019.08"	S44°31'44"W	35.45'
C100	31.90'	230.00'	7965.90"	N03°02'02"E	31.88'
C101	264.83'	60.00'	26233.43"	S51°41'42"E	263.53'
C102	31.81'	25.00'	7233.43"	N38°18'18"E	29.70'
C103	23.58'	170.00'	7965.90"	N03°02'02"E	23.56'
C104	36.27'	25.00'	8000.00"	N45°58'23"W	35.36'
C105	39.22'	25.00'	8932.39"	S44°07'18"W	35.32'
C106	203.42'	720.00'	16111.77"	S08°54'41"E	202.75'
C107	38.82'	230.00'	9440.16"	N12°10'11"W	38.78'
C108	26.70'	170.00'	9407.68"	N12°10'11"W	26.66'
C109	42.03'	25.00'	8619.19"	N69°09'59"W	37.25'
C110	171.71'	530.00'	18333.48"	N75°57'16"E	170.96'
C111	36.81'	530.00'	3972.98"	N47°21'54"E	36.80'
C112	36.79'	25.00'	8418.02"	S47°02'15"W	33.56'
C113	78.12'	470.00'	9385.43"	S00°03'31"W	78.03'
C114	21.35'	315.00'	3533.01"	S02°32'53"E	21.35'
C115	26.35'	315.00'	4473.31"	S07°13'07"E	26.34'
C116	40.63'	315.00'	7232.24"	S13°18'37"E	40.60'
C117	86.22'	530.00'	9385.43"	S00°03'31"W	86.12'
C118	36.79'	25.00'	8418.02"	N75°57'16"E	33.56'
C119	52.88'	530.00'	5429.92"	S76°34'24"E	52.86'
C120	24.27'	270.00'	5598.01"	S04°25'57"W	24.28'

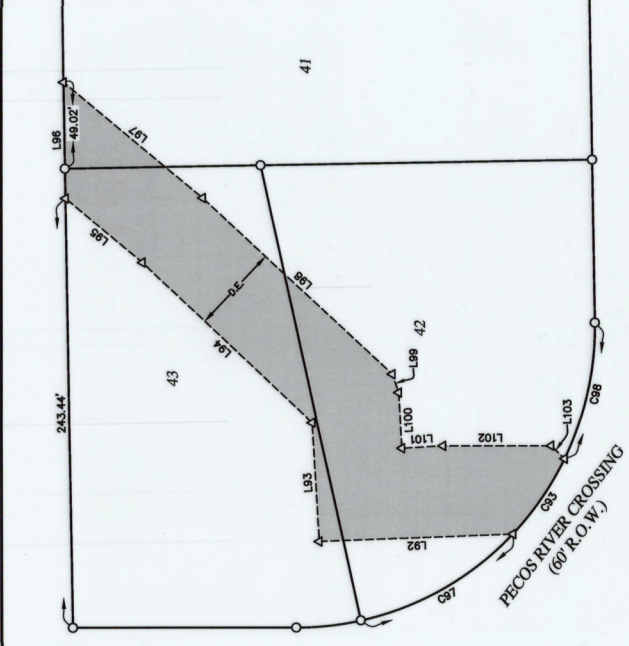
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	9.82'	345.00'	1345.51"	N33°40'47"W	9.82'
C2	(8.52')	(345.00')	(1345.51")	(N33°40'47"W)	(9.82')
C3	24.04'	25.00'	5508.07"	N62°14'44"W	23.13'
C4	(24.11')	(25.00')	(5515.36")	(N62°21'37"W)	(23.19')
C5	291.96'	60.00'	27878.00"	N49°30'30"E	278.08'
C6	(292.16')	(60.00')	(27878.00")	(N49°30'30"E)	(277.84')
C7	18.85'	25.00'	4929.48"	S13°12'27"E	18.33'
C8	(18.73')	(25.00')	(4912.39")	(S13°36'12"E)	(19.22')
C9	21.67'	405.00'	3033.56"	N34°26'32"W	21.67'
C10	(21.62')	(405.00')	(3033.56")	(N34°40'44"W)	(21.62')

CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	172.67'	470.00'	2102.56"	S84°14'23"E	171.70'
C2	152.28'	470.00'	1833.48"	N75°57'16"E	151.81'
C3	33.36'	25.00'	7627.00"	N29°26'52"E	30.84'
C4	33.36'	25.00'	8757.36"	S05°17'50"E	32.85'
C5	35.32'	25.00'	9077.21"	N45°52'42"W	35.39'
C6	365.34'	230.00'	9100.36"	S45°30'18"E	328.12'
C7	269.82'	170.00'	80956.23"	S49°29'11"E	242.38'
C8	490.00'	35.39'	3579.28"	N71°14'46"E	300.07'
C9	133.59'	480.50'	15236.16"	N81°15'15"E	133.18'
C10	171.38'	480.00'	20022.24"	N83°25'11"E	170.51'
C11	36.78'	25.00'	8418.02"	N67°58'15"E	37.67'
C12	121.75'	470.00'	14500.29"	S29°19'26"E	121.40'
C13	21.68'	25.00'	4940.47"	N91°46'24"E	21.00'
C14	292.54'	60.00'	27921.54"	N53°25'59"E	277.85'
C15	21.68'	25.00'	4940.47"	N11°45'37"W	21.00'
C16	137.29'	530.00'	14500.29"	S29°19'26"E	136.90'
C17	36.64'	25.00'	8328.52"	N84°08'56"W	33.45'
C18	149.34'	550.00'	15332.28"	N81°16'53"E	148.88'
C19	38.41'	25.00'	8019.08"	S44°31'44"W	35.45'
C20	31.90'	230.00'	7965.90"	N03°02'02"E	31.88'
C21	264.83'	60.00'	26233.43"	S51°41'42"E	263.53'
C22	31.81'	25.00'	7233.43"	N38°18'18"E	29.70'
C23	23.58'	170.00'	7965.90"	N03°02'02"E	23.56'
C24	36.27'	25.00'	8000.00"	N45°58'23"W	35.36'
C25	39.22'	25.00'	8932.39"	S44°07'18"W	35.32'
C26	203.42'	720.00'	16111.77"	S08°54'41"E	202.75'
C27	38.82'	230.00'	9440.16"	N12°10'11"W	38.78'
C28	26.70'	170.00'	9407.68"	N12°10'11"W	26.66'
C29	42.03'	25.00'	8619.19"	N69°09'59"W	37.25'
C30	171.71'	530.00'	18333.48"	N75°57'16"E	170.96'
C31	36.81'	530.00'	3972.98"	N47°21'54"E	36.80'
C32	36.79'	25.00'	8418.02"	S47°02'15"W	33.56'
C33	78.12'	470.00'	9385.43"	S00°03'31"W	78.03'
C34	21.35'	315.00'	3533.01"	S02°32'53"E	21.35'
C35	26.35'	315.00'	4473.31"	S07°13'07"E	26.34'
C36	40.63'	315.00'	7232.24"	S13°18'37"E	40.60'
C37	86.22'	530.00'	93		





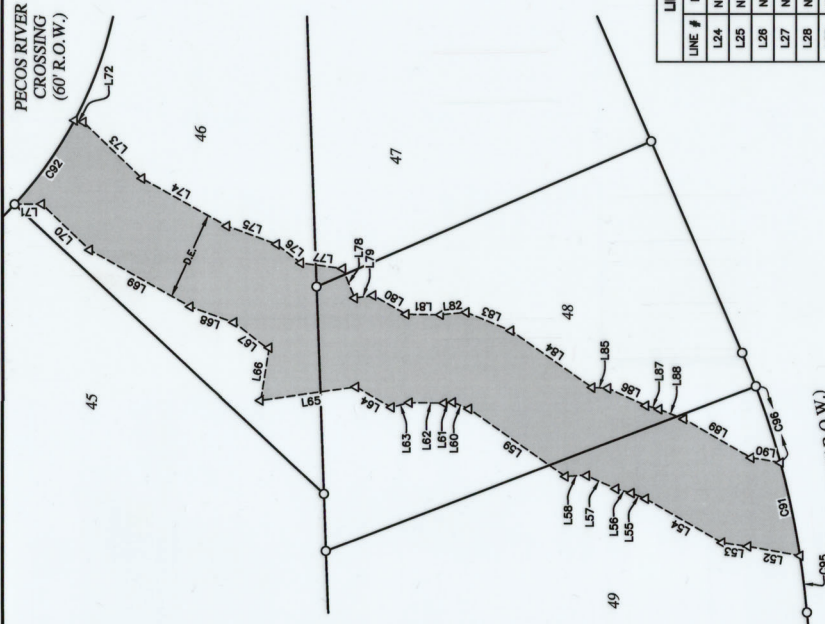
**REPLAT OF LOT 2E, BLOCK C,  
 POUNDHOUSE HILLS SECTION 2  
 City of Dripping Springs  
 Hays County, Texas**



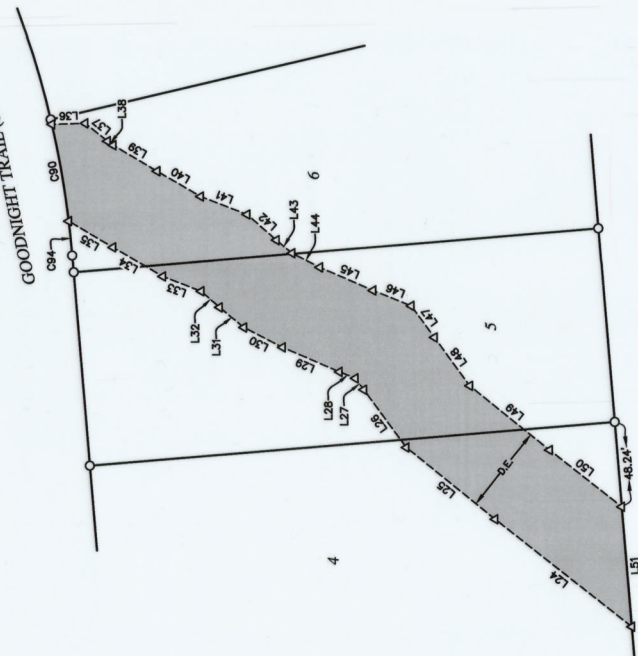
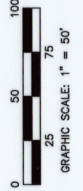
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L93	N86°38'49"E	67.47'
L94	N43°17'01"E	132.48'
L95	N39°39'55"E	56.89'
L96	N89°03'37"E	65.88'
L97	N39°39'55"E	102.87'
L98	N42°33'33"E	146.93'
L99	N70°44'01"E	11.07'
L100	N86°38'49"E	31.54'
L101	N03°18'49"W	23.48'
L102	N00°02'26"W	61.77'
L103	N43°36'41"E	10.66'

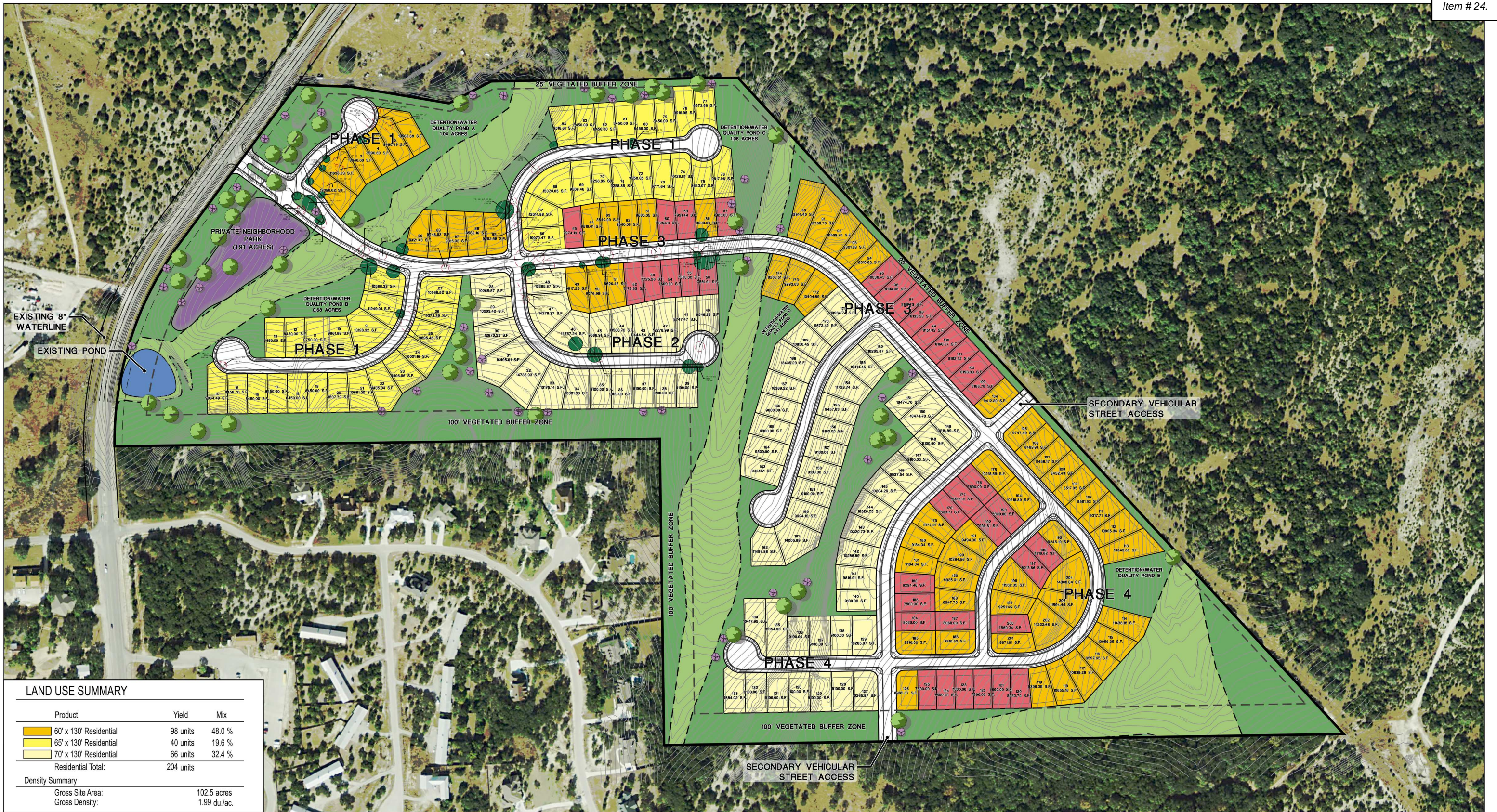
LINE #	DIRECTION	LENGTH
L58	N03°58'15"W	8.83'
L59	N34°48'15"E	67.21'
L60	N22°15'06"E	8.89'
L61	N05°14'18"W	5.18'
L62	N00°50'18"E	19.64'
L63	N14°25'17"W	10.70'
L64	N29°41'00"E	23.28'
L65	N07°55'43"W	54.83'
L66	S80°33'05"E	30.20'
L68	N19°58'35"E	26.26'
L69	N29°14'12"E	65.89'
L70	N43°43'42"E	37.65'
L71	N00°21'45"W	15.46'
L72	N10°19'38"E	5.11'
L73	N43°43'42"E	46.29'
L74	N29°14'12"E	55.48'
L75	N19°58'35"E	30.07'
L76	N37°50'33"E	17.36'
L77	N07°41'41"E	24.01'
L78	N67°56'36"E	17.85'
L79	N07°55'43"W	10.60'
L80	N29°41'00"E	21.81'
L81	N00°50'18"E	19.55'
L82	N05°14'18"W	14.76'
L83	N22°15'06"E	27.63'
L84	N34°48'15"E	56.40'
L85	N02°44'04"E	8.95'
L86	N24°28'15"E	23.66'
L87	N15°19'03"E	7.79'
L88	N21°27'51"E	15.09'
L89	N29°50'24"E	44.15'
L90	N10°06'35"E	10.79'
L92	N02°08'31"W	110.35'

LINE #	DIRECTION	LENGTH
L24	N38°08'37"E	98.73'
L25	N38°38'28"E	65.08'
L26	N53°35'16"E	40.82'
L27	N53°35'16"E	8.08'
L28	N21°56'56"E	9.79'
L29	N23°14'05"E	35.17'
L30	N28°56'45"E	24.76'
L31	N38°42'52"E	17.90'
L32	N41°09'10"E	13.84'
L33	N21°01'19"E	23.43'
L34	N30°04'14"E	32.81'
L35	N30°25'58"E	29.33'
L36	S01°42'16"E	19.04'
L37	S38°22'38"W	16.25'
L38	S35°14'46"W	3.91'
L39	S30°25'58"W	28.10'
L40	S30°04'14"W	28.69'
L41	S21°01'19"W	28.34'
L42	S41°08'10"W	22.06'
L43	S39°42'52"W	11.68'
L44	S26°56'45"W	17.55'
L45	S23°14'05"W	32.99'
L46	S21°56'56"W	23.40'
L47	S53°35'16"W	22.25'
L48	S53°35'16"W	34.05'
L49	S38°38'28"W	58.29'
L50	S38°08'37"W	92.05'
L51	S85°13'12"W	68.24'
L52	N10°06'35"E	30.20'
L53	N08°01'33"E	14.90'
L54	N28°50'24"E	50.12'
L55	N21°27'51"E	8.74'
L56	N15°19'03"E	9.11'
L57	N24°28'15"E	18.06'



CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C90	55.70'	530.00'	6°01'19"	N80°06'01"E	55.68'
C91	54.00'	470.00'	6°34'58"	N77°59'55"E	53.97'
C92	58.68'	230.00'	14°37'02"	S84°17'13"E	58.52'
C93	52.13'	170.00'	17°34'15"	S55°16'59"E	51.83'
C94	19.65'	530.00'	2°07'28"	N84°10'25"E	19.65'
C95	32.37'	470.00'	3°56'45"	N83°15'47"E	32.36'
C96	45.48'	470.00'	5°32'38"	N71°56'07"E	45.48'
C97	101.20'	170.00'	34°08'24"	S29°26'39"E	99.71'
C98	78.73'	170.00'	28°52'16"	S77°30'15"E	78.00'
C99	148.96'	60.00'	142°14'30"	S82°12'15"E	113.54'
C100	62.83'	60.00'	60°00'06"	N16°40'27"E	60.00'
C101	80.19'	60.00'	76°34'24"	N51°36'47"W	74.35'

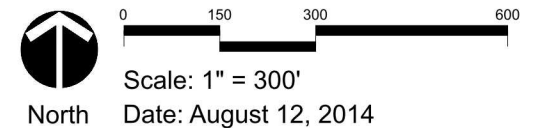


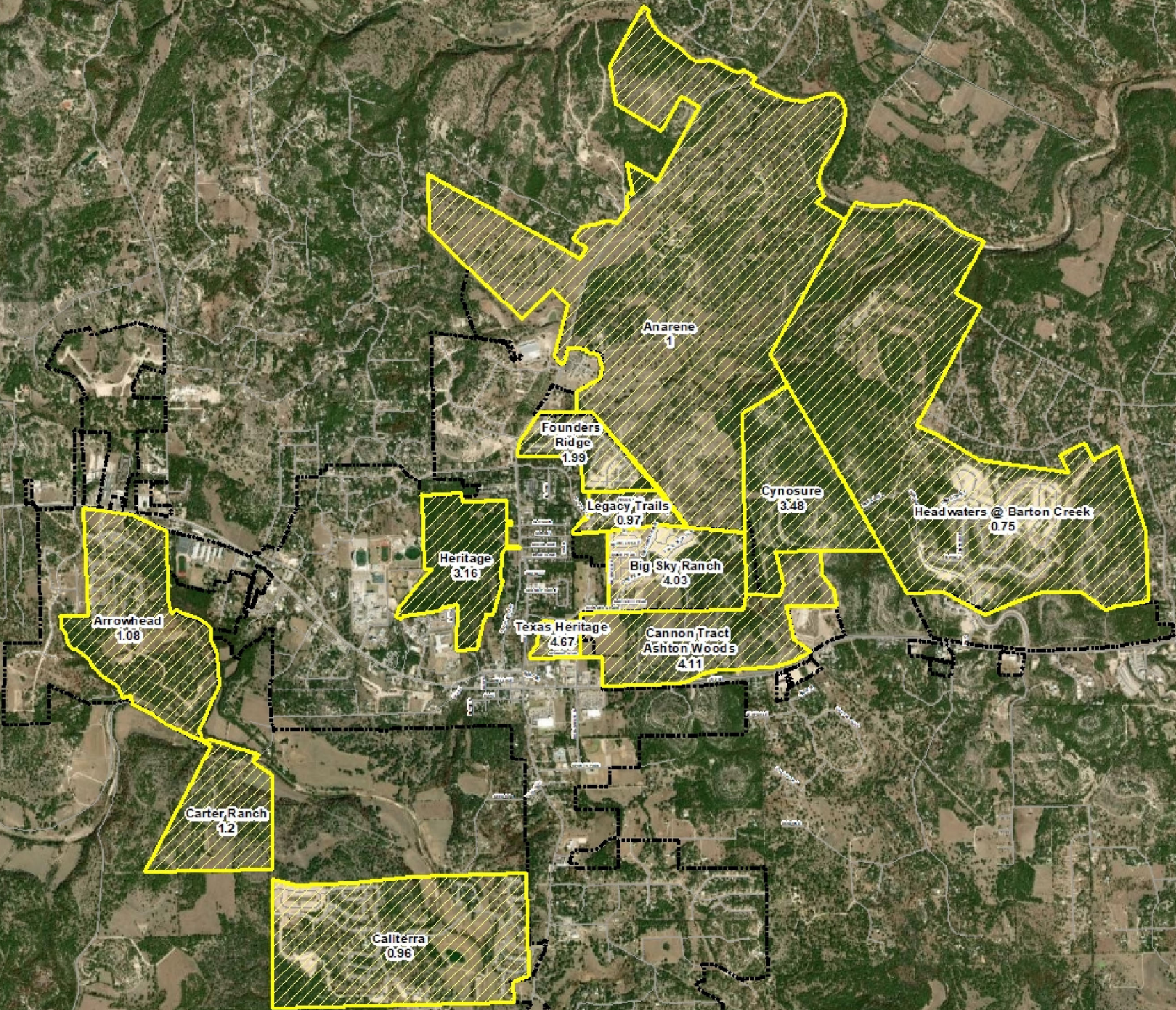


**LAND USE SUMMARY**

Product	Yield	Mix
60' x 130' Residential	98 units	48.0 %
65' x 130' Residential	40 units	19.6 %
70' x 130' Residential	66 units	32.4 %
<b>Residential Total:</b>	<b>204 units</b>	
<b>Density Summary</b>		
Gross Site Area:	102.5 acres	
Gross Density:	1.99 du./ac.	

**LOTING PLAN F**  
**FOUNDER'S RIDGE**  
 DRIPPING SPRINGS, TEXAS





LEGACY TRAILS

.97 PER ACRE



HEADWATERS

.75 PER ACRE





FOUNDER RIDGE

1.99 PER ACRE









TEXAS HERITAGE VILLAGE

4.67 PER ACRE





BIG SKY RANCH

4.03 PER ACRE







CALITERRA

.96 PER ACRE











ARROWHEAD RANCH

1.08 PER ACRE





Cause No. D-1-GN-19-003030

SAVE OUR SPRINGS ALLIANCE,  
INC.,  
Plaintiff

v.

TEXAS COMMISSION ON  
ENVIRONMENTAL QUALITY,  
Defendant

§  
§  
§  
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§  
§  
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§  
§

IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

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**  
**P. O. BOX 1748**  
**AUSTIN, TEXAS 78767**

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**Official Court Reporter**  
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**Court Clerk**  
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October 29, 2020

**LARISSA WALTON**  
**Judicial Executive Assistant**  
**(512) 854-9384**

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**Re: Cause No. D-1-GN-19-003030; SOS v. TCEQ;** in the 459<sup>th</sup> 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 (m<sup>2</sup>) of chlorophyll-a to 30 to 50 mg/m<sup>2</sup>.

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