CITY COUNCIL REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, September 07, 2021 at 6:00 PM

AGENDA

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 Geoffrey Tahuahua
Council Member Place 4 April Harris Allison
Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials
City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Treasurer Shawn Cox
City Secretary Andrea Cunningham
Parks & Community Services Director Kelly Schmidt
Senior Planner Tory Carpenter
Planning & Zoning Commission Chair Mim James

WORKSHOP

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

1. **Update and discussion regarding the Fiscal Year 2021-2022 Municipal Budget.**

CITY COUNCIL

PLEDGE OF ALLEGIANCE

PRESENTATION OF CITIZENS
A member of the public who desires to address the City Council regarding any item on an agenda for an open meeting may do so at presentation of citizens before an item or at a public hearing for an item during the City Council's consideration of that item. Citizens wishing to discuss matters not contained within the current agenda may do so, but only during the time allotted for presentation of citizens. Speakers are allowed two (2) minutes to speak during presentation of citizens or during each public hearing. Speakers may not cede or pool time. Members of the public requiring the assistance of a translator will be given twice the amount of time as a member of the public who does not require the assistance of a translator to address the City Council. It is the request of the City Council that members

of the public wishing to speak on item(s) on the agenda with a noticed Public Hearing hold their comments until the item(s) are presented for consideration. Speakers are encouraged to sign in. Anyone may request a copy of the City's policy on presentation of citizens from the city secretary. By law no action may be taken during Presentations of Citizens.

PROCLAMATIONS & PRESENTATIONS

2. **Approval of a Proclamation proclaiming September 15, 2021 - October 15, 2021 as "Latin American Heritage Month" in the City of Dripping Springs, Texas.** *Sponsors: Council Member Tahuahua & Council Member Parks*

3. **Approval of a Proclamation of the City of Dripping Springs Proclaiming the Month of October 2021 as "Hill Country Night Sky Month."** *Sponsor: Mayor Bill Foulds, Jr.*

4. **Approval of a Proclamation proclaiming the month of September 2021, as "National Preparedness Month" in the City of Dripping Springs, Texas.** *Sponsor: Council Member Harris-Allison*

5. **Approval of a Proclamation proclaiming September 17 - September 23, 2021 as "Constitution Week" in the City of Dripping Springs, Texas.** *Sponsors: Council Member King and Council Member Parks*

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.

6. **Approval of the August 12, 2021 City Council special meeting minutes.**

7. **Approval of the August 17, 2021 City Council regular meeting minutes.**

8. **Approval of the August 25, 2021, City Council special meeting minutes.**

9. **Approval of a transfer of fee credit for Development Agreement application to Planned Development District Application for Wild Ridge Subdivision.**

10. **Approval of the 2021-2022 Contractor Agreement between the City of Dripping Springs and Earth Native Wilderness School for the Tracks and Tails Program Instructor Agreement.** *Sponsor: Wade King*

11. **Approval of a Resolution accepting improvements and maintenance bonds for the Founders Park parking lot extension.**

BUDGET

12. **Public hearing and consideration of approval regarding an Ordinance of the City of Dripping Springs, Texas amending the current 2020-2021 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures**

13. **Public hearing and consideration of approval regarding an Ordinance of the City of Dripping Springs, Texas adopting the 2021-2022 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures.**

    a. Staff Report
    b. Public Hearing
    c. Ordinance

BUSINESS AGENDA

14. **Discuss and consider approval of a Special Event Permit Application for the Dripping Springs Pumpkin Fest to take place September 25 through October 31, 2021, at the Dr. Pound Farmstead and Utilizing Founders Memorial Park for Parking and Dumpster and Portable Toilet Placement.** *Sponsor: Mayor Pro Tem Manassian.*

15. **Discuss and consider approval of a Use Agreement between the City of Dripping Springs and Hell Country Productions, Inc. for the use of Dripping Springs Ranch Park grounds to host a Haunted House and Hayride attraction.** *Sponsor: Council Member King*

16. **Discuss and consider approval of Sign Variance Request to allow an Orangetheory window business sign to exceed the maximum sign area allowed, located at 12680 West Highway 290, Suite 150.** *Applicant: Austin Fitness Group (dba Orange Theory Fitness)*

    a. Presentation
    b. Staff Report
    c. Public Hearing
    d. Variance

17. **Public hearing and consideration of approval of VAR2021-0014: Variance Application to consider a variance to Section D107.2 from the 2018 International Fire Code for remoteness related to fire access to the development at the Overlook at Bunker Ranch Florio Tract Extension at 2004 Creek Road.** *Applicant: Cristina Cordoba, Civil & Environmental Consultants, Inc.*

    a. Presentation
    b. Staff Report
    c. Planning & Zoning Commission Report
    d. Public Hearing
    e. Variance

18. **Discuss and Consider approval of the Second Amended and Restated Wastewater Utility Agreement between the City of Dripping Springs and CRTX Development, LLC.**

19. **Public hearing and consideration of approval of an Ordinance regarding DA2020-002: an application for an Amended and Restated Development Agreement for the**

Anarene/Double L tract as an update to the 2015 Amended and Restated Development Agreement on RR 12 north of 290 including an increase in density, roadways, parks improvements, and related changes. *Applicant: Pablo Martinez, BGE, Inc.*

a. Presentation
b. Staff Report
c. Planning & Zoning Commission Report
d. Public Hearing
e. Amended and Restated Development Agreement

20. **Discuss and consider approval of an Amendment to the Wastewater Utility Service and Fee Agreement between the City of Dripping Springs and Double L Corporation.**

21. **Discuss and consider approval of an Amendment to the Wholesale and Retail Water Agreement between the City of Dripping Springs and Double L Corporation.**

22. **Discuss and consider approval an Ordinance Amending Section 7.2 Replatting without Vacating Chapter 28, Exhibit A Subdivision to provide clarification on covenants and restrictions requiring vacation of plats prior to replatting.**

23. **Discuss and consider the Appointment of Council Members to Areas of Oversight and City Committees.** *Sponsor: Mayor Bill Foulds, Jr.*

a. Parks & Recreation
b. Public Health & Safety
c. Utilities
d. Finance
e. Transportation & Streets
f. Community Services
g. Economic Development Committee
h. Transportation Committee

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.

24. **Parks & Community Services July 2021 Director's Report**
Kelly Schmidt, PCS Director

25. **Parks & Community Services August 2021 Director's Report**
Kelly Schmidt, Parks & Community Services Director

26. **Economic Development Committee Monthly Report**
Kim Fernea, EDC Chair

27. **Transportation Committee Monthly Report**
Travis Crow, TC 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.

28. **Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

29. **Consultation with City Attorney and Deliberation of Real Property regarding the extension of Roger Hanks Parkway including related agreements.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

30. **Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Wastewater Operations, agreements related to Wastewater, the South Regional Water Reclamation Expansion Project Easement Acquisition, Wastewater Discharge Permit, and operation of the Lazy W WCID in the Extraterritorial Jurisdiction of the City of Dripping Springs.** *Consultation with City Attorney, 551.071; Deliberation regarding Real Property, 551.072*

31. **Consultation with City Attorney regarding legal issues related to the provision of retail utility services.** *Consultation with City Attorney, 551.071*

32. **Consultation with City Attorney regarding legal issues related to ongoing developments including Rob Shelton Improvements and Texas Department of Transportation and other sources of funding related to improvements and the provision of wastewater to PDD No. 11; and, legal issues related to Bunker Ranch annexation and zoning.** *Consultation with City Attorney, 551.071*

UPCOMING MEETINGS

City Council & Board of Adjustment Meetings

September 21, 2021, at 6:00 p.m. (CC)
October 5, 2021, at 6:00 p.m. (CC & BOA)
October 19, 2021, at 6:00 p.m. (CC)

Board, Commission & Committee Meetings

September 8, 2021, DSRP Board at 12:00 p.m.
September 13, 2021, TIRZ No. 1 & No. 2 Board at 4:00 p.m.
September 14, 2021, Planning & Zoning Commission at 6:30 p.m.
September 16, 2021, Farmers Market Board at 10:00 a.m.
September 16, 2021, Emergency Management Commission at 12:00 p.m.
September 22, 2021, Economic Development Committee at 4:00 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.

I certify that this notice of meeting was posted at the City of Dripping Springs City Hall and website, www.cityofdrippingsprings.com, on ***September 3, 2021, at 4:30 p.m.***

_____

City Secretary

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

City of Dripping Springs
Fiscal Year 2021-22
Budget Cover Page

This budget will raise more total property taxes than last year's budget by $352,174.21, which is a 21.59% percent increase, and of that amount $207,432.61 is tax revenue to be raised from new property added to the tax roll this year.

Dripping Springs City Council Recorded Roll Call Vote:

Mayor Pro Tem Manassian	_____	***for***	_____	***against***	_____	***abstain***	_____ ***absent***
Council Member King	_____	***for***	_____	***against***	_____	***abstain***	_____ ***absent***
Council Member Tahuahua	_____	***for***	_____	***against***	_____	***abstain***	_____ ***absent***
Council Member Harris-Allison	_____	***for***	_____	***against***	_____	***abstain***	_____ ***absent***
Council Member Parks	_____	***for***	_____	***against***	_____	***abstain***	_____ ***absent***

Property Tax Rate Comparison

	Fiscal Year 2020-2021	**Fiscal Year 2020-2021**
Property Tax Rate	$0.1900/100	$0.1900/100
No-new-revenue Tax Rate	$0.1850/100	$0.1754/100
No-new-revenue Maintenance & Operations Tax Rate	$0.2954 /100	$0.1755/100
Voter Approval Tax Rate	$0.2077 /100	$0.1988/100
Debt Rate	$0.0000/100	$0.0000/100

City Debt Obligations
Total debt obligation for City of Dripping Springs secured by property taxes: $0.00

Newspaper Notices:
In 2020-2021 Fiscal Year the City expended $4,776.62 on public notices through August 31, 2021.
In 2021-2022 Fiscal Year the City has budgeted $6,000 for public notices.

Legislative Services
In the 2021-2022 Fiscal Year the City has budgeted $0.00 for legislative services.

Attachment "A"

	FY 2021 Adopted	FY 2021 Amended	Change	FY 2021 Projected	F Proposed
CITY - GENERAL FUND					
Balance Forward	-	411,619.99	411,619.99	411,619.99	1,573,178.86
Revenue					
AD Valorem	1,591,317.76	1,631,317.76	40,000.00	1,631,317.76	1,983,491.97
AV P&I	4,000.00	4,000.00	-	4,636.17	4,000.00
Sales Tax	3,178,074.96	3,514,931.20	336,856.24	3,618,851.00	3,796,125.70
Mixed Beverage	58,000.00	58,000.00	-	67,500.00	60,000.00
Alcohol Permits	5,000.00	5,000.00	-	5,000.00	7,085.00
Fire Inspections	10,000.00	10,000.00	-	10,000.00	10,000.00
Bank Interest	35,000.00	35,000.00	-	51,000.00	40,000.00
Development Fees:					
- Subdivision	622,200.00	622,200.00	-	500,000.00	656,006.25
- Site Dev	194,900.00	194,900.00	-	378,280.35	239,108.41
- Zoning/Signs/Ord	65,000.00	65,000.00	-	65,000.00	65,000.00
Building Code	1,000,000.00	1,000,000.00	-	1,650,000.00	1,500,000.00
Transportation	-	-	-	-	-
Solid Waste	36,000.00	36,000.00	-	39,700.00	40,000.00
Health Permits/Inspections	45,000.00	45,000.00	-	88,000.00	60,000.00
Municipal Court	250.00	250.00	-	-	250.00
Other Income	40,000.00	40,000.00	-	60,000.00	40,000.00
TXF from Capital Improvements	208,504.00	-	(208,504.00)	-	300,000.00
TXF DSRP On Call	10,400.00	10,400.00	-	10,400.00	10,400.00
TXF from HOT	-	2,200.00	2,200.00	2,200.00	4,305.00
FEMA Dam Repair	75,000.00	205,967.45	130,967.45	205,967.45	-
CARES Act	-	124,587.56	124,587.56	124,587.56	-
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	-	-	707,181.10	707,181.10
Total	**7,178,646.72**	**8,016,373.96**	**837,727.24**	**9,631,241.38**	**11,096,132.29**
Expense					
Supplies	25,000.00	25,000.00	-	25,000.00	25,000.00
Office IT Equipment and Support	44,000.00	66,070.00	22,070.00	101,470.00	70,890.00
Software Purchase, Agreements and Licenses	130,396.00	213,722.96	83,326.96	213,722.96	165,142.00
Website	4,425.00	6,625.00	2,200.00	6,625.00	6,625.00
Communications Network/Phone	25,000.00	25,000.00	-	25,000.00	31,000.00
Miscellaneous Office Equipment	6,000.00	6,000.00	-	6,000.00	6,000.00
Utilities:					
- Street Lights	20,000.00	20,000.00	-	20,000.00	20,000.00
- Streets Water	4,000.00	4,000.00	-	4,000.00	4,000.00
- Office Electric	4,000.00	4,000.00	-	4,300.00	4,500.00
- Office Water	650.00	650.00	-	500.00	650.00
- Stephenson Electric	1,500.00	1,500.00	-	1,200.00	1,500.00
- Stephenson Water	500.00	500.00	-	500.00	500.00
Transportation:					
- Improvement Projects	367,004.00	367,004.00	-	367,004.00	775,000.00
- Street & ROW Maintenance	175,000.00	175,000.00	-	132,912.75	184,250.00
- Street Improvements	250,000.00	250,000.00	-	-	592,087.25
Office Maintenance/Repairs	10,860.00	10,860.00	-	11,000.00	11,060.00
Stephenson Building & Lawn Maintenance	5,500.00	5,500.00	-	500.00	5,500.00
Maintenance Equipment	9,000.00	9,000.00	-	9,000.00	47,878.00
Equipment Maintenance	1,675.00	1,675.00	-	1,675.00	3,000.00
Maintenance Supplies	4,525.00	4,525.00	-	4,525.00	4,600.00
Fleet Acquisition	39,800.00	84,800.00	45,000.00	84,800.00	196,700.00
Fleet Maintenance	13,350.00	13,350.00	-	13,350.00	18,800.00
City Hall Improvements	5,000.00	5,000.00	-	5,000.00	5,000.00
Uniforms	1,575.00	1,575.00	-	1,575.00	7,760.00
Special Projects:					
- Family Violence Ctr	7,000.00	7,000.00	-	7,000.00	7,000

	FY 2021 Adopted	FY 2021 Amended	Change	FY 2021 Projected	F Proposed
- Lighting Compliance	2,000.00	2,000.00	-	2,000.00	2,000.00
- Economic Development	5,000.00	5,000.00	-	5,000.00	10,000.00
- Records Management	1,000.00	1,000.00	-	780.00	1,220.00
- Government Affairs	10,000.00	10,000.00	-	-	-
- Stephenson Parking Lot Improvements	-	-	-	-	-
- Stephenson Building Rehabilitation	14,000.00	14,000.00	-	-	14,000.00
- OFR Grant Writer	-	7,500.00	7,500.00	-	7,500.00
- Comprehensive Plan/Future Land Use Map	50,000.00	50,000.00	-	-	250,000.00
- Land Acquisition	10,000.00	65,401.30	55,401.30	65,401.30	10,000.00
- Downtown Bathroom	100,000.00	100,000.00	-	-	100,000.00
Public Safety:					
- Emergency Management Equipment	390.00	390.00	-	2,000.00	50,970.00
- Emergency Equipment Fire & Safety	996.00	996.00	-	996.00	2,118.00
- Emergency Mgt PR	4,000.00	4,000.00	-	2,000.00	2,000.00
- Emergency Equipment Maintenance & Service	6,371.00	18,371.00	12,000.00	12,000.00	5,860.00
- Animal Control	3,400.00	3,400.00	-	3,400.00	3,400.00
Public Relations	5,000.00	5,000.00	-	6,000.00	7,488.00
Postage	3,500.00	3,500.00	-	3,000.00	3,200.00
TML Insurance:					
- Liability	14,769.00	14,769.00	-	17,771.00	20,850.00
- Property	25,034.00	25,034.00	-	32,235.00	34,646.00
- Workers' Comp	22,026.00	22,026.00	-	22,026.00	25,000.00
Dues, Fees, Subscriptions	30,000.00	30,000.00	-	30,000.00	30,000.00
Public Notices	6,000.00	6,000.00	-	6,000.00	6,000.00
City Sponsored Events	5,000.00	5,000.00	-	3,000.00	5,000.00
Election	2,000.00	2,000.00	-	1,540.65	8,000.00
Salaries	1,819,122.12	1,831,548.46	12,426.34	1,831,548.46	2,248,431.06
Taxes	144,346.84	144,721.46	374.62	144,721.46	180,320.98
Benefits	182,998.14	203,667.92	20,669.78	203,667.92	238,764.69
Retirement	106,661.81	104,589.99	(2,071.82)	104,589.99	133,046.21
DSRP Salaries	324,157.60	315,328.00	(8,829.60)	315,328.00	376,654.59
DSRP Taxes	26,094.06	26,358.19	264.13	26,358.19	30,032.28
DSRP Benefits	44,796.98	44,770.70	(26.28)	44,770.70	54,436.25
DSRP Retirement	18,197.65	18,070.87	(126.78)	18,070.87	19,323.28
Professional Services:					
- Financial Services	60,800.00	125,000.00	64,200.00	119,085.00	115,000.00
- Engineering	70,000.00	70,000.00	-	60,000.00	70,000.00
- Special Counsel and Consultants	74,000.00	74,000.00	-	80,000.00	59,000.00
- Muni Court	15,500.00	15,500.00	-	7,200.00	15,500.00
- Bldg. Inspector	800,000.00	920,000.00	120,000.00	1,320,000.00	750,000.00
- Health Inspector	45,000.00	45,000.00	-	55,000.00	50,000.00
- Architectural and Landscape Consultants	5,000.00	5,000.00	-	5,000.00	5,000.00
- Historic District Consultant	3,000.00	3,000.00	-	3,000.00	3,500.00
- Lighting Consultant	1,000.00	1,000.00	-	1,000.00	1,000.00
- Human Resource Consultant	10,000.00	10,000.00	-	5,000.00	10,000.00
Training/CE	38,979.07	38,979.07	-	35,000.00	73,623.90
Code Publication	6,047.00	6,047.00	-	6,047.00	5,350.00
Mileage	2,000.00	2,000.00	-	1,500.00	2,000.00
Miscellaneous Office Expense	10,000.00	10,000.00	-	10,000.00	10,000.00
Bad Debt Expense	5,000.00	5,000.00	-	2,570.66	5,000.00
Contingencies/Emergency Fund	50,000.00	83,023.78	33,023.78	60,000.00	50,000.00
TXF to Reserve Fund	162,328.76	200,000.00	37,671.24	200,000.00	200,000.00
TXF AV to TIF	169,379.41	169,379.41	-	150,185.28	200,244.23
TXF to TIRZ	250,000.00	250,000.00	-	250,000.00	250,000.00
Sales Tax TXF to WWU	635,614.99	635,614.99	-	723,770.20	759,225.14
SPA & ECO D TXF	508,491.97	389,242.00	(119,249.97)	402,000.00	218,656.84
TXF to DSRP	-	43,286.21	43,286.21	43,286.21	75,00

	FY 2021 Adopted	FY 2021 Amended	Change	FY 2021 Projected	F Proposed
TXF to Capital Improvement Fund	-	438,629.33	438,629.33	438,629.33	
TXF to Vehicle Replacement Fund	-	-	-	-	25,462.00
Total	**7,064,762.40**	**7,932,501.64**	**867,739.24**	**7,929,138.93**	**9,028,265.70**
PARKS - GENERAL FUND					
Revenue					
Sponsorships and Donations	25,000.00	25,000.00	-	13,509.00	7,800.00
City Sponsored Events	-	-	-	-	1,227.00
Programs and Events	48,825.00	-	(48,825.00)	-	5,000.00
Community Service Permit Fees	-	-	-	1,300.00	4,400.00
Aquatics Program Income	33,950.00	33,950.00	-	20,951.94	85,800.00
Pool and Pavilion	13,900.00	13,900.00	-	11,872.00	16,800.00
Park Rental Fees	1,650.00	1,650.00	-	4,500.00	5,350.00
Reimbursement of Utility Costs	-	-	-	4,078.30	8,000.00
TXF from HOT Fund	-	-	-	-	2,000.00
TXF from Parkland Dedication	172,200.00	172,200.00	-	97,000.00	113,462.80
TXF from Parkland Development	-	-	-	-	111,731.40
TXF from Landscaping Fund	6,500.00	6,500.00	-	-	4,000.00
TXF from Contingency Funds	-	12,800.00	12,800.00	12,800.00	-
TXF from DSRP	-	-	-		-
Total Revenue	**302,025.00**	**266,000.00**	**(36,025.00)**	**166,011.24**	**365,571.20**
Expense					
Other	-	-	-	200.00	11,500.00
Park Consultants	-	-	-	-	-
Pool Operations	-	-	-	-	-
Park Supplies	-	-	-	-	-
Dues Fees and Subscriptions	2,719.06	2,719.06	-	1,543.92	1,337.50
Advertising & Marketing	5,000.00	5,000.00	-	4,723.92	6,500.00
DS Ranch House Furniture & Equipment	-	-	-	-	-
Total Other	**7,719.06**	**7,719.06**	**-**	**6,467.84**	**19,337.50**
Public Improvements					
All Parks	50,000.00	50,000.00	-	40,000.00	-
Triangle Improvement	-	-	-	-	2,000.00
Rathgeber Improvements	-	-	-	-	-
Founders Park	51,700.00	64,500.00	12,800.00	66,247.38	67,731.40
S & R Park	62,000.00	62,000.00	-	5,950.00	-
Charro Ranch Park	-	-	-	-	1,800.00
DS Ranch Park	8,500.00	-	(8,500.00)	-	-
Total Improvements	**172,200.00**	**176,500.00**	**4,300.00**	**112,197.38**	**71,531.40**
Utilities					
Portable Toilets	5,780.00	5,780.00	-	5,000.00	5,000.00
Triangle Electric	650.00	650.00	-	470.00	500.00
Triangle Water	475.00	475.00	-	450.00	500.00
S&R Park Water	13,000.00	13,000.00	-	20,000.00	14,500.00
SRP Electric	1,200.00	1,200.00	-	1,000.00	1,200.00
FMP Pool/ Pavilion Water	5,000.00	5,000.00	-	5,000.00	6,000.00
FMP Pool//Electricity	6,500.00	6,500.00	-	3,500.00	4,500.00
Pool Phone/Network	1,200.00	1,200.00	-	1,200.00	1,500.00
FMP Pool Propane	-	-	-	5,097.87	20,000.00
DS Ranch Park Electricity	900.00	-	(900.00)	150.00	500.00
DS Ranch Park Phone/Network	5,700.00	-	(5,700.00)	400.00	500.00
DS Ranch Park Septic	750.00	-	(750.00)	-	-
Total Utilities	**41,155.00**	**33,805.00**	**(7,350.00)**	**42,267.87**	**54,700.00**

	FY 2021 Adopted	FY 2021 Amended	Change	FY 2021 Projected	F Proposed
Maintenance					
General Maintenance (All Parks)	250.00	250.00	-	550.00	1,000.00
Trail Washout repairs	500.00	500.00	-	-	-
Equipment Rental	1,000.00	1,000.00	-	-	1,000.00
Founders Park/Pool	17,250.00	17,250.00	-	24,000.00	28,240.00
S&R	14,020.00	14,020.00	-	27,000.00	51,920.00
Charro Ranch Park	10,945.00	10,945.00	-	12,500.00	7,700.00
Triangle/ Veteran's Memorial Park	800.00	800.00	-	800.00	700.00
DSRP	25,079.00	-	(25,079.00)	-	-
Total Maintenance	**69,844.00**	**44,765.00**	**(25,079.00)**	**64,850.00**	**90,560.00**
Supplies					
General Parks	4,000.00	4,000.00	-	2,500.00	3,000.00
Charro Ranch Supplies	200.00	200.00	-	50.00	1,500.00
Founders Park Supplies	10,375.00	10,375.00	-	11,980.00	43,375.00
Program and Events	2,200.00	-	(2,200.00)	1,627.00	1,500.00
DSRP & Ranch House Supplies	2,603.00	-	(2,603.00)	-	-
S&R Supplies	200.00	200.00	-	-	400.00
Total Supplies	**19,578.00**	**14,775.00**	**(4,803.00)**	**16,157.00**	**49,775.00**
Program Staff					
Camp Staff	33,105.00	-	(33,105.00)	-	-
Program Event Staff	-	-	-	-	2,500.00
Aquatics Staff	72,308.26	72,308.26	-	72,308.26	70,591.24
Total Staff Expense	**105,413.26**	**72,308.26**	**(33,105.00)**	**72,308.26**	**73,091.24**
Total Parks Expenditures	**415,909.32**	**349,872.32**	**(66,037.00)**	**314,248.35**	**358,995.14**
FOUNDERS DAY - GENERAL FUND					
Balance Fwd	26,392.83	19,607.04	(6,785.79)	19,607.04	19,313.52
Revenue					
Craft booths/Business Booths	6,500.00	-	(6,500.00)	-	6,500.00
Food booths	1,100.00	-	(1,100.00)	-	1,100.00
BBQ cookers	4,600.00	-	(4,600.00)	-	4,600.00
Carnival	9,500.00	-	(9,500.00)	-	9,500.00
Parade	3,750.00	-	(3,750.00)	-	3,750.00
Sponsorship	63,600.00	-	(63,600.00)	-	70,000.00
Parking concession	1,700.00	-	(1,700.00)	-	1,700.00
Electric	2,400.00	-	(2,400.00)	-	2,400.00
Misc	-	-	-	-	-
Total	**119,542.83**	**19,607.04**	**(99,935.79)**	**19,607.04**	**118,863.52**
Expense					
Publicity	8,500.00	293.52	(8,206.48)	293.52	8,500.00
Porta-Potties	6,500.00	-	(6,500.00)	-	7,150.00
Security	20,000.00	-	(20,000.00)	-	20,000.00
Barricades/Traffic Plan	19,874.00	-	(19,874.00)	-	19,874.00
Bands/Music/Sound	15,000.00	-	(15,000.00)	-	15,000.00
Clean Up	4,600.00	-	(4,600.00)	-	5,060.00
Postage/Supplies/Misc.	7,000.00	-	(7,000.00)	-	7,000.00
Sponsorship	5,000.00	-	(5,000.00)	-	5,000.00
Parade	650.00	-	(650.00)	-	650.00
Tent, Tables & Chairs	4,500.00	-	(4,500.00)	-	4,500.00
Electricity	1,800.00	-	(1,800.00)	-	1,800.00
FD Electrical Setup	4,600.00	-	(4,600.00)	-	4,600.00
Contingencies	21,518.83	19,313.52	(2,205.31)	-	416.00
Total expenses	**119,542.83**	**19,607.04**	**(99,935.79)**	**293.52**	**99,55**

	FY 2021 Adopted	FY 2021 Amended	Change	FY 2021 Projected	F Proposed
Balance Fwd	-	-	-	**19,313.52**	**19,313.52**
CONSOLIDATED GENERAL FUND					
Revenue					
City	7,178,646.72	8,016,373.96	837,727.24	9,631,241.38	11,096,132.29
Parks	302,025.00	266,000.00	(36,025.00)	166,011.24	365,571.20
Founders	119,542.83	19,607.04	(99,935.79)	19,607.04	118,863.52
Total	**7,600,214.55**	**8,301,981.00**	**701,766.45**	**9,816,859.66**	**11,580,567.01**
Expense					
City	7,064,762.40	7,932,501.64	867,739.24	7,929,138.93	9,028,265.70
Parks	415,909.32	349,872.32	(66,037.00)	314,248.35	358,995.14
Founders	119,542.83	19,607.04	(99,935.79)	293.52	99,550.00
Total Expense	**7,600,214.55**	**8,301,981.00**	**701,766.45**	**8,243,680.80**	**9,486,810.84**
Balance Fwd	-	-	-	**1,573,178.86**	**2,093,756.17**
DRIPPING SPRINGS FARMERS MARKET					
Balance Forward	34,519.84	35,926.28	1,406.44	35,926.28	21,835.14
Revenue					
FM Sponsor	1,000.00	1,000.00	-	50.00	1,000.00
Grant Income	1,000.00	1,000.00	-	-	1,000.00
Booth Space	24,698.00	26,500.00	1,802.00	42,000.00	42,000.00
Applications	1,482.00	1,482.00	-	1,590.00	2,650.00
Interest Income	449.22	449.22	-	550.00	500.00
Market Event	300.00	300.00	-	-	500.00
Total	**63,449.06**	**66,657.50**	**3,208.44**	**80,116.28**	**69,485.14**
Expense					
Advertising	5,000.00	2,600.00	(2,400.00)	-	2,600.00
Market Manager	29,278.08	29,278.08	-	25,778.08	36,884.80
Market Specialist	-	4,050.00		4,050.00	-
Payroll Tax Expense	2,401.77	2,837.61	435.84	2,569.85	3,073.69
DSFM Benefits	-	-	-	-	7,608.13
Retirement	1,762.54	1,762.54	-	1,551.84	2,213.09
Entertainment& Activities	1,000.00	1,000.00	-	1,000.00	1,000.00
Dues Fees & Subscriptions	200.00	200.00	-	125.00	200.00
Market Event	500.00	500.00	-	-	500.00
Training	200.00	200.00	-	150.00	200.00
Office Expense	200.00	200.00	-	150.00	100.00
Supplies Expense	400.00	400.00	-	400.00	400.00
Other Expense	100.00	100.00	-	100.00	200.00
Capital Fund	22,406.67	22,406.67	-	22,406.37	-
Contingency Fund	-	-	-	-	500.00
Total Expense	**63,449.06**	**65,534.90**	**2,085.84**	**58,281.14**	**55,479.71**
Balance Forward	**-**	**1,122.60**	**1,122.60**	**21,835.14**	**14,005.43**
PARKLAND DEDICATION FUND					
Balance Forward	140,130.98	133,535.25	(6,595.73)	133,535.25	113,774.72
Revenue					
Parkland Fees	80,000.00	80,000.00	-	77,239.47	-
Total Revenue	**220,130.98**	**213,535.25**	**(6,595.73)**	**210,774.72**	**113,774.72**
Expense					
Park Improvements	172,200.00	172,200.00	-	97,000.00	113,462.80
TXF to AG Facility	-	-	-	-	
Master Naturalists	-	-	-	-	

	FY 2021 Adopted	FY 2021 Amended	Change	FY 2021 Projected	F Proposed
Total Expenses	**172,200.00**	**172,200.00**	**-**	**97,000.00**	**113,462.80**
Balance Forward	**47,930.98**	**41,335.25**	**(6,595.73)**	**113,774.72**	**311.92**
PARKLAND DEVELOPMENT FUND					
Balance Forward	-	-	-	-	-
Revenue					
Parkland Development Fees	-	-	-	-	161,000.00
Total Revenue	**-**	**-**	**-**	**-**	**161,000.00**
Expense					
Transfer to Parks	-	-	-	-	111,731.40
Total Expenses	**-**	**-**	**-**	**-**	**111,731.40**
Balance Forward	**-**	**-**	**-**	**-**	**49,268.60**
AG FACILITY FUND					
Balance Fwd	-	5,425.00	5,425.00	5,425.00	-
Revenue					
Ag Facility Fees	25,760.00	25,760.00	-	14,525.00	37,065.00
Total Revenues	**25,760.00**	**31,185.00**	**5,425.00**	**19,950.00**	**37,065.00**
Expense					
TXF to DSRP	25,760.00	31,185.00	5,425.00	19,950.00	37,065.00
Total Expense	**25,760.00**	**31,185.00**	**5,425.00**	**19,950.00**	**37,065.00**
Balance Fwd	**-**	**-**	**-**	**-**	**-**
LANDSCAPING FUND					
Balance Fwd	100,376.77	112,260.55	11,883.78	112,260.55	108,260.55
Revenue					
Tree Replacement Fees	-	-	-	-	-
Total Revenues	**100,376.77**	**112,260.55**	**11,883.78**	**112,260.55**	**108,260.55**
Expense					
Sports and Rec Park	2,000.00	2,000.00	-	-	2,000.00
DSRP	-	-	-	2,500.00	-
FMP	2,000.00	2,000.00	-	-	2,000.00
Charro	12,000.00	12,000.00	-	-	1,000.00
Historic District	-	-	-	-	3,850.00
Professional Services	-	-	-	-	2,000.00
City Hall Lawn and Tree Maintenance	1,500.00	1,500.00	-	1,500.00	1,300.00
Total Expense	**17,500.00**	**17,500.00**	**-**	**4,000.00**	**12,150.00**
Balance Fwd	**82,876.77**	**94,760.55**	**11,883.78**	**108,260.55**	**96,110.55**
SIDEWALK FUND					
Balance Fwd	-	-	-	-	16,056.00
Revenue					
Fees	-	16,056.00	16,056.00	16,056.00	-
Total Revenues	**-**	**16,056.00**	**16,056.00**	**16,056.00**	**16,056.00**
Expense					
Expense	-	-	-	-	16,056.00
Total Expense	**-**	**-**	**-**	**-**	**16,056.00**
Balance Fwd	**-**	**16,056.00**	**16,056.00**	**16,056.00**	**-**
DRIPPING SPRINGS RANCH PARK OPERATING FUND					
Balance Forward	50,492.47	9,321.61	(41,170.86)	9,321.61	2,1

	FY 2021 Adopted	FY 2021 Amended	Change	FY 2021 Projected	F Proposed
Revenue					
Stall Rentals	22,000.00	22,000.00	-	30,639.00	39,200.00
RV/Camping Site Rentals	18,000.00	18,000.00	-	13,730.00	19,000.00
Facility Rentals	112,000.00	112,000.00	-	57,074.50	135,500.00
Equipment Rental	5,000.00	5,000.00	-	8,218.00	5,000.00
Sponsored Events	89,000.00	89,000.00	-	47,110.00	136,275.00
Merchandise Sales	15,000.00	15,000.00	-	20,882.50	21,300.00
Riding Permits	10,000.00	10,000.00	-	10,000.00	10,000.00
Staff & Misc Fees	4,000.00	4,000.00	-	4,278.40	4,000.00
Cleaning Fees	10,000.00	10,000.00	-	4,425.00	25,000.00
General Program and Events	-	48,825.00	48,825.00	88,500.00	84,275.00
Other Income	1,000.00	1,000.00	-	7,700.00	4,000.00
Interest	1,000.00	1,000.00	-		600.00
TXF from Ag Facility	25,760.00	25,760.00	-	19,950.00	37,065.00
TXF from HOT	67,275.62	67,275.62	-	82,275.62	175,000.00
TXF for RV/ Parking Lot HOT	50,000.00	50,000.00	-	50,000.00	-
TXF from General Fund	-	43,286.21	43,286.21	43,286.21	75,000.00
TXF from Landscape Fund	-	-	-	2,500.00	-
Total Revenue	**480,528.09**	**531,468.44**	**50,940.35**	**499,890.84**	**773,316.84**
Expense					
Advertising	700.00	700.00	-	466.00	-
Office Supplies	5,100.00	5,100.00	-	10,100.00	10,000.00
Postage	-	-	-	11.00	100.00
DSRP On Call	10,400.00	10,400.00	-	10,400.00	10,400.00
Camp Staff	-	33,105.00	33,105.00	36,000.00	64,054.20
Network and Communications	12,000.00	19,503.00	7,503.00	19,503.00	56,304.00
Sponsored Events	49,000.00	49,000.00	-	25,375.00	34,800.00
Supplies and Materials	30,000.00	27,800.00	(2,200.00)	26,600.00	21,000.00
Ranch House Supplies	-	550.00	550.00	200.00	1,000.00
Dues, Fees and Subscriptions	5,983.44	5,983.44	-	3,854.00	9,561.94
Mileage	500.00	500.00	-	250.00	500.00
Equipment	10,300.00	10,300.00	-	-	26,922.00
House Equipment	-	250.00	250.00	100.00	-
Equipment Rental	1,000.00	1,000.00	-	1,000.00	2,000.00
Equipment Maintenance	25,000.00	25,000.00	-	25,000.00	16,000.00
Portable Toilets	-	-	-	780.00	5,953.40
Electric	60,000.00	60,900.00	900.00	65,000.00	60,000.00
Water	10,000.00	10,000.00	-	8,500.00	7,000.00
Septic	-	750.00	750.00	750.00	750.00
Propane/Natural Gas	3,000.00	3,000.00	-	2,000.00	2,500.00
On Call Phone	2,000.00	2,000.00	-	2,000.00	2,060.00
Alarm	1,080.00	1,080.00	-	6,200.00	1,112.40
Stall Cleaning & Repair	2,000.00	2,000.00	-	-	2,000.00
Training and Education	5,000.00	5,000.00	-	1,000.00	400.00
Programing Expenses	-	2,200.00	2,200.00	21,000.00	13,950.00
Other Expense	20,500.00	20,500.00	-	5,000.00	20,000.00
Improvements	26,000.00	34,500.00	8,500.00	28,250.00	151,500.00
Tree Planting	-	-	-	-	-
Contingencies	50,000.00	50,000.00	-	37,500.00	50,000.00
Fleet Acquisition	42,568.00	42,568.00	-	51,000.00	15,000.00
Fleet Maintenance	2,500.00	2,500.00	-	2,500.00	2,500.00
General Maintenance and Repair	60,000.00	60,000.00	-	55,000.00	96,828.92
Grounds and General Maintenance	-	10,229.00	10,229.00	20,000.00	21,690.00
House Maintenance	-	14,850.00	14,850.00	16,250.00	1,000.00
HCLE	13,200.00	13,200.00	-	5,000.00	13,200.00
Merchandise	7,000.00	7,000.00	-	11,200.00	11,4

	FY 2021 Adopted	FY 2021 Amended	Change	FY 2021 Projected	F Proposed
RV/Parking Lot	-	-	-	-	-
TXF to Vehicle Replacement Fund	-	-	-	-	5,731.00
Total Expenses	**454,831.44**	**531,468.44**	**76,637.00**	**497,789.00**	**737,220.49**
Total Bal Fwd	**25,696.65**	**-**	**(25,696.65)**	**2,101.84**	**36,096.35**
HOTEL OCCUPANCY TAX FUND					
Balance Fwd	29,000.00	71,993.41	42,993.41	71,993.41	119,311.87
Revenues			-		
Hotel Occupancy Tax	400,000.00	450,000.00	50,000.00	552,429.77	500,000.00
Interest	1,500.00	1,500.00	-	1,500.00	1,500.00
Total	**430,500.00**	**523,493.41**	**92,993.41**	**625,923.18**	**620,811.87**
Expenses					
Advertising	500.00	5,700.00	5,200.00	5,700.00	3,505.00
Christmas Lighting Displays	12,104.38	12,104.38	-	12,104.38	15,000.00
City Sponsored Events	-	-	-		-
Historic Districts Marketing	9,000.00	9,000.00	-	8,514.40	2,800.00
Signage	8,500.00	11,912.66	3,412.66	11,912.66	28,800.00
Dues and Fees	6,000.00	7,712.50	1,712.50	7,713.00	8,000.00
TXF to Debt Service	92,410.00	92,410.00	-	92,410.00	89,505.00
RV/ Parking Lot	50,000.00	50,000.00	-	50,000.00	-
TXF to General Fund	-	2,200.00	2,200.00	2,200.00	-
TXF to Event Center	67,285.62	67,285.62	-	82,285.62	175,000.00
Grants	184,700.00	222,771.25	38,071.25	233,771.25	219,700.00
Total expenses	**430,500.00**	**481,096.41**	**50,596.41**	**506,611.31**	**542,310.00**
Balance Fwd	**-**	**42,397.00**	**42,397.00**	**119,311.87**	**78,501.87**
WASTEWATER UTILITY FUND					
Balance Fwd	5,000,000.00	5,744,421.16	744,421.16	5,744,421.16	7,626,168.13
Revenue					
TXF from TWDB	8,795,000.00	8,795,000.00	-	1,530,573.00	6,520,000.00
Wastewater Service	794,112.60	794,112.60	-	900,990.97	945,095.04
Late Fees/Rtn check fees	4,000.00	4,000.00	-	9,800.00	9,480.00
Portion of Sales Tax	635,614.99	635,614.99	-	723,770.20	759,225.14
Delayed Connection Fees	159,200.00	159,200.00	-	150,250.00	157,850.00
Line Extensions	-	-	-	-	-
Solid Waste	-	-	-	-	-
PEC	120,000.00	120,000.00	-	140,000.00	130,000.00
ROW Fees	15,000.00	15,000.00	-	6,250.00	6,000.00
Cable	134,500.00	134,500.00	-	140,000.00	130,000.00
TX Gas Franchise Fees	3,000.00	3,000.00	-	3,000.00	3,000.00
Transfer fees	3,500.00	3,500.00	-	8,970.00	9,600.00
Over use fees	66,068.31	66,068.31	-	92,500.26	134,550.60
Reuse Fees	-	-	-	-	-
FM 150 WWU Line Reimbursement	-	60,000.00	60,000.00	-	60,000.00
Interest	45,000.00	45,000.00	-	70,000.00	50,000.00
Other Income	35,000.00	35,000.00	-	142,000.00	35,000.00
Water Income	1,742.76	1,742.76	-	-	-
Total Revenues	**15,811,738.66**	**16,616,159.82**	**804,421.16**	**9,662,525.59**	**16,575,968.91**
Expense					
Administrative and General Expense:					
- Administrative/Billing Expense	110,400.00	110,400.00	-	116,000.00	47,000.00
- Legal Fees	30,000.00	30,000.00	-	90,000.00	35,000.00
- Auditing	10,000.00	10,000.00	-	10,000.00	10,0

	FY 2021 Adopted	FY 2021 Amended	Change	FY 2021 Projected	F Proposed
- Regulatory Expense	3,500.00	3,500.00	-	2,440.26	3,500.00
- Planning and Permitting	50,000.00	50,000.00	-	59,000.00	50,000.00
Engineering:					
- Engineering & Surveying	-	-	-	-	-
- Construction Phase Services HR TEFS 1873-001	30,000.00	30,000.00	-	33,000.00	30,000.00
- Misc Planning/Consulting 1431-001	7,500.00	25,000.00	17,500.00	25,000.00	20,000.00
- 2nd Amendment CIP 1881-001	5,000.00	5,000.00	-	-	12,500.00
- Sewer Planning CAD 1971-001	25,000.00	25,000.00	-	6,000.00	15,000.00
- Water Planning 1982-001	10,000.00	10,000.00	-	-	15,000.00
- FM 150 WWU Line 1989-001	-	60,000.00	60,000.00	-	60,000.00
- Parallel West Interceptor Design& Cost	150,000.00	150,000.00	-	-	-
- Caliterra Plan Review & construction Phase Services 1	-	-	-	-	35,000.00
- HR Treated Effluent Fill Station 1873-001	-	-	-	18,000.00	30,000.00
- TLAP Renewal application	3,000.00	3,000.00	-	3,000.00	-
Dues, Fees and Subscriptions	-	-	-	200.00	-
TXF to Water Fund	12,000.00	12,000.00	-	12,000.00	12,000.00
TXF to Vehicle Replacement Fund	-	-	-	-	-
Operations and Maintenance:					
- Routine Operations	80,000.00	80,000.00	-	80,000.00	70,000.00
- Non Routine Operations	50,000.00	175,000.00	125,000.00	175,000.00	65,000.00
- System Maintenance & Repair	20,000.00	20,000.00	-	10,000.00	20,000.00
- Chlorinator Maintenance	2,500.00	2,500.00	-	1,000.00	2,500.00
- Chlorinator Alarm	1,000.00	1,000.00	-	1,000.00	1,000.00
- Odor Control	12,500.00	12,500.00	-	12,500.00	16,500.00
- Meter Calibrations	700.00	700.00	-	700.00	2,100.00
- Lift Station Cleaning	9,000.00	9,000.00	-	9,000.00	12,600.00
- Jet Cleaning Collection lines	15,000.00	15,000.00	-	15,000.00	19,000.00
- Drip Field Lawn Maintenance	10,000.00	10,000.00	-	10,000.00	10,000.00
- Drip Field Maint & Repairs	20,000.00	20,000.00	-	15,000.00	15,000.00
- Lift Station repairs	20,000.00	40,000.00	20,000.00	40,000.00	28,000.00
- WWTP Repairs/Pump Repairs	32,500.00	50,000.00	17,500.00	51,248.04	41,000.00
- Chemicals	8,000.00	8,000.00	-	8,000.00	9,600.00
- Electricity	45,000.00	45,000.00	-	62,259.16	73,500.00
- Laboratory Testing	25,000.00	25,000.00	-	25,000.00	25,000.00
- Sludge Hauling	80,000.00	80,000.00	-	80,000.00	80,000.00
- Phone/Network	6,000.00	6,500.00	500.00	6,500.00	8,904.00
- Supplies	10,000.00	10,000.00	-	6,000.00	10,000.00
- Equipment	4,000.00	4,000.00	-	4,000.00	123,240.00
- Fleet Acquisition	-	-	-	-	46,400.00
- Fleet Maintenance	-	-	-	-	1,200.00
- Fuel	-	-	-	-	5,000.00
- Wastewater Flow Measurement	9,000.00	9,000.00	-	9,000.00	9,000.00
Other Expense	5,000.00	5,000.00	-	12,000.00	52,000.00
Uniforms	-	-	-	-	2,800.00
Training	-	-	-	-	8,000.00
Dispatch	-	-	-	-	3,000.00
Salaries	-	-	-	-	246,000.00
Taxes	-	-	-	-	20,622.60
Benefits	-	-	-	-	30,738.21
Retirement	-	-	-	-	15,384.00
On Call	-	-	-	-	10,400.00
Capital Projects:					
- Road Reconstruction	10,000.00	10,000.00	-	1,000.00	10,000.00
- HRTreated Effluent Fill Station	125,000.00	125,000.00	-	-	125,000.00
- Parallel West Interceptor	1,600,000.00	1,600,000.00	-	-	1,600,000.00
Other:					
- Reimbursement to Caliterra Oversize of West Intercept	500,000.00	500,000.00	-	-	500,0

	FY 2021 Adopted	FY 2021 Amended	Change	FY 2021 Projected	F Proposed
TWDB Engineering:					
- West Interceptor, SC, LS, FM and TE line 1950-001	250,000.00	250,000.00	-	200,000.00	215,000.00
- East Interceptor 1951-001	100,000.00	100,000.00	-	100,000.00	300,000.00
- Effluent HP 1952-001	125,000.00	125,000.00	-	10.00	150,000.00
- Reclaimed Water Facility 1953-001	-	-	-	-	15,000.00
- WWTP Design Assistance	75,000.00	75,000.00	-	37,500.00	37,500.00
- So Regional WW System Exp P&M 1923-001	40,000.00	40,000.00	-	40,000.00	30,000.00
Miscellaneous:					
- Consultants and Legal	680,000.00	680,000.00	-	650,000.00	760,000.00
TWDB Capital Projects:					
- West Interceptor, So Collector and LS and FM	2,000,000.00	2,000,000.00	-	-	3,500,000.00
- East Interceptor	25,000.00	25,000.00	-	-	25,000.00
- Effluent Holding Pond	1,500,000.00	1,500,000.00	-	-	1,500,000.00
- WWTP	4,000,000.00	4,000,000.00	-	-	25,000.00
Total Expense	**11,941,600.00**	**12,182,100.00**	**240,500.00**	**2,036,357.46**	**10,250,988.81**
Balance Forward	**3,870,138.66**	**4,434,059.82**	**563,921.16**	**7,626,168.13**	**6,324,980.10**
WATER					
Revenue					
TXF from Wastewater Fund	12,000.00	12,000.00	-	12,000.00	12,000.00
Total Revenue	**12,000.00**	**12,000.00**	**-**	**12,000.00**	**12,000.00**
Expense					
Operating and Maintenance	12,000.00	12,000.00	-	12,000.00	12,000.00
Total Expense	**12,000.00**	**12,000.00**	**-**	**12,000.00**	**12,000.00**
Balance Forward	**-**	**-**	**-**	**-**	**-**
TWDB FUND					
Balance Forward	1,000.00	787.27	(212.73)	787.27	987.27
Revenues	8,795,000.00	8,795,000.00	-		6,490,000.00
Interest	500.00	500.00	-	6.00	6.00
Total revenue	**8,796,500.00**	**8,796,287.27**	**(212.73)**	**793.27**	**6,490,993.27**
Expenses					
Escrow Fees	1,000.00	300.00	(700.00)	300.00	300.00
Expenses	8,795,000.00	8,795,000.00	-		6,490,000.00
Total Expenses	**8,796,000.00**	**8,795,300.00**	**(700.00)**	**300.00**	**6,490,300.00**
Balance Forward	**500.00**	**987.27**	**487.27**	**493.27**	**693.27**
IMPACT FUND					
Bal Fwd	2,638,325.17	3,089,768.25	451,443.08	3,089,768.25	2,637,434.76
Revenue					
Impact Fees	242,560.00	242,560.00	-	1,211,507.71	2,079,320.00
Impact Fee Deposits	-	-	-	-	-
Interest Income	25,000.00	25,000.00	-	28,000.00	25,000.00
Total	**2,905,885.17**	**3,357,328.25**	**451,443.08**	**4,329,275.96**	**4,741,754.76**
Expense					
TXF to Debt Service 2015	733,288.20	733,288.20	-	733,288.20	711,231.76
TXF to Debt Service 2019	958,553.00	958,553.00	-	958,553.00	983,533.00
Total expense	**1,691,841.20**	**1,691,841.20**	**-**	**1,691,841.20**	**1,694,764.76**
Total Bal Fwd	**1,214,043.97**	**1,665,487.05**	**451,443.08**	**2,637,434.76**	**3,046,990.00**
DEBT SERVICE FUND 2015					

	FY 2021 Adopted	FY 2021 Amended	Change	FY 2021 Projected	F Proposed
Bal Fwd	841,062.67	845,567.04	4,504.37	845,567.04	861,673.04
Revenue					
TXF from Impact Fund	733,288.20	733,288.20	-	733,288.20	711,231.76
Interest	8,000.00	8,000.00	-	12,000.00	8,000.00
Total Revenue	**1,582,350.87**	**1,586,855.24**	**4,504.37**	**1,590,855.24**	**1,580,904.80**
Expenses					
Debt Payment 2015	729,182.20	729,182.20	-	729,182.20	733,288.20
Total Expense	**729,182.20**	**729,182.20**	**-**	**729,182.20**	**733,288.20**
Balance Fwd	**853,168.67**	**857,673.04**	**4,504.37**	**861,673.04**	**847,616.60**
DEBT SERVICE FUND 2013					
Bal Fwd	95,372.15	96,177.92	805.77	96,177.92	100,180.42
Revenue					
TXF from HOT	92,410.00	92,410.00	-	92,410.00	89,505.00
Interest	1,200.00	1,200.00	-	1,700.00	1,200.00
Total	**188,982.15**	**189,787.92**	**805.77**	**190,287.92**	**190,885.42**
Expense					
Tax Series 2013	90,107.50	90,107.50	-	90,107.50	92,410.00
Total Expenses	**90,107.50**	**90,107.50**	**-**	**90,107.50**	**92,410.00**
Balance Fwd	**98,874.65**	**99,680.42**	**805.77**	**100,180.42**	**98,475.42**
DEBT SERVICE FUND 2019					
Bal Fwd	934,598.47	939,303.11	4,704.64	939,303.11	976,303.11
Revenue					
TXF from Impact Fees	958,553.00	958,553.00	-	958,553.00	983,553.00
Interest	2,000.00	2,000.00	-	12,000.00	12,000.00
Total	**1,895,151.47**	**1,899,856.11**	**4,704.64**	**1,909,856.11**	**1,971,856.11**
Expense					
Tax Series 2019	933,553.00	933,553.00	-	933,553.00	958,553.00
Total Expenses	**933,553.00**	**933,553.00**	**-**	**933,553.00**	**958,553.00**
Balance Fwd	**961,598.47**	**966,303.11**	**4,704.64**	**976,303.11**	**1,013,303.11**
PEG FUND					
Balance Fwd	105,777.27	112,632.00	6,854.73	112,632.00	142,224.71
Revenues					
TWC	27,200.00	27,200.00	-	28,192.71	27,000.00
Interest Income	1,200.00	1,200.00	-	1,400.00	1,400.00
Total Revenues	**134,177.27**	**141,032.00**	**6,854.73**	**142,224.71**	**170,624.71**
Expense	**-**	**-**	**-**	**-**	**-**
Balance Fwd	**134,177.27**	**141,032.00**	**6,854.73**	**142,224.71**	**170,624.71**
RESERVE FUND					
Balance Fwd	1,303,727.01	1,310,195.16	6,468.15	1,310,195.16	1,526,195.16
Revenue					
TXF from General Fund	125,000.00	200,000.00	75,000.00	200,000.00	125,000.00
Interest	12,000.00	12,000.00	-	16,000.00	16,000.00
Total	**1,440,727.01**	**1,522,195.16**	**81,468.15**	**1,526,195.16**	**1,667,195.16**
Expense					

	FY 2021 Adopted	FY 2021 Amended	Change	FY 2021 Projected	F Proposed
Expense	-	-	-	-	-
Total Expense	-	-	-	-	-
Balance Fwd	**1,440,727.01**	**1,522,195.16**	**81,468.15**	**1,526,195.16**	**1,667,195.16**
TIRZ 1					
Balance Forward	183,286.56	371,479.73	188,193.17	371,479.73	463,027.86
Revenues					
City AV	88,602.29	88,602.29	-	86,476.72	89,118.46
County AV	183,794.71	183,794.71	-	191,855.28	218,599.49
City for GAP Escrow	250,000.00	250,000.00	-	250,000.00	250,000.00
Interest Income	500.00	500.00	-	6,200.00	3,000.00
EPS Reimbursements	19,200.00	19,200.00	-	4,516.13	-
Total Revenue	**725,383.56**	**913,576.73**	**188,193.17**	**910,527.86**	**1,023,745.81**
Expense					
TIRZ Expense					
Project Management/Misc Costs	75,500.00	75,500.00	-	50,000.00	48,000.00
Project Administration P3 Works	35,000.00	35,000.00	-	25,000.00	35,000.00
Legal Fees	20,000.00	20,000.00	-	20,000.00	20,000.00
EPS	30,000.00	30,000.00	-	5,000.00	-
MAS	22,500.00	22,500.00	-	22,500.00	62,500.00
HDR	120,700.00	120,700.00	-	50,000.00	227,500.00
TJKM - Grant Writing	-	-	-	-	7,500.00
Buie - PR					8,500.00
Misc Consulting	25,000.00	25,000.00	-	25,000.00	25,000.00
Creation Cost Reimbursements	-	-	-	-	-
TXF to GAP Escrow	250,000.00	250,000.00	-	250,000.00	250,000.00
Total Expense	**578,700.00**	**578,700.00**	**-**	**447,500.00**	**684,000.00**
Balance Forward	**146,683.56**	**334,876.73**	**188,193.17**	**463,027.86**	**339,745.81**
TIRZ 2					
Balance Forward	126,995.25	38,321.60	(88,673.65)	38,321.60	244,199.12
Revenue					
Interest Income	200.00	200.00	-	900.00	400.00
City AV	64,722.91	64,722.91	-	63,708.56	111,125.78
County AV	132,818.09	132,818.09	-	141,268.96	254,043.81
Total Revenue	**324,736.25**	**236,062.60**	**(88,673.65)**	**244,199.12**	**609,768.71**
Expense					
Creation Cost Reimbursements	-	-	-	-	-
Total Expense	**-**	**-**	**-**	**-**	**-**
Balance Forward	**324,736.25**	**236,062.60**	**(88,673.65)**	**244,199.12**	**609,768.71**

PROCLAMATION
OF THE CITY OF DRIPING SPRINGS
PROCLAIMING THE MONTH OF SEPTEMBER 15, 2021 – OCTOBER 15, 2021, AS "LATIN AMERICAN HERITAGE MONTH"

WHEREAS, Hispanic Heritage Month was originally observed in 1968 as "Hispanic Heritage Week" under President Lyndon Johnson, and was later extended to a month during President Ronald Reagan's term in 1988, and the terms Latino, Hispanic and Latinx are often used interchangeably to categorize those with ancestry from Spanish-speaking territories or who can trace their heritage to the original Indigenous communities of Latin America and Africa; and

WHEREAS, Tejano descendants of the first Spanish, Mexican, and Indigenous families in Texas are also considered the first families of Texas and lived in this area nearly 150 years prior to the Texas Revolution, creating the area's first missions, towns, governments, ranches, and roads; and

WHEREAS, A number of local Tejanos contributed to the development of our region, including Buda resident Jesse O. Villareal Sr., a ninth generation Tejano whose ancestors first came to Texas in 1707, Dripping Springs landowners Anacleto Duran and Adalaida Flores, who registered their marriage in 1879 in Hays County, and Victoriano Alba, owner of the former Alba Ranch northwest of Drippings Springs that was recently given a historic designation by the Texas Historical Commission; and

WHEREAS, Early examples of Tejanos and Tejanas promoting human rights, freedom of the press, and workers' rights include those who acted as guides to help escaped slaves cross the Rio Grande River to Mexico, efforts such as those by Mexican-American journalist and suffragist Jovita Idár, who in 1914 single-handedly protected her newspaper headquarters and freedom of the press in Laredo, José Tomás (J.T.) Canales, the only Mexican American state representative in 1904 who later filed a bill in 1919 to prevent acts of violence by the Texas Rangers that largely targeted Mexican Americans, and Texas-born Maria Moreno, who was the first female farm worker in America to be hired as a union organizer in 1959 and helped improve working conditions and wages for workers in Texas and beyond; and

WHEREAS: Recent census data indicates that persons of Latin American heritage account for 51.1 percent of the country's population growth, including the 11,441,717 who call Texas home; and

WHEREAS: Texas without Mexicans would not be Texas; the original Texas cowboys were the vaqueros (cow men) of Indigenous and North African-Spanish ancestry, and those of Latin American heritage have contributed to its creation, ongoing development, and even its own 'Tejano' music genre.

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

1. Wednesday, September 15, 2021, thru Friday, October 15, 2021, will be recognized as "Latin American Heritage Month 2021" in the City of Dripping Springs; and

2. The City Council invites our citizens to increase their awareness of the under-told legacy of contributions made by residents of Latin American origins in Texas and in our nation.

Bill Foulds, Jr., Mayor

DRIPPING SPRINGS
Texas

PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS
PROCLAIMING OCTOBER 2021 AS

"Hill Country Night Sky Month"

WHEREAS, the aesthetic beauty and wonder of star-filled skies are the heritage of all humankind and locally to the inhabitants of Dripping Springs and are therefore worthy of celebration; and

WHEREAS, the experience of standing beneath a star-filled night sky inspires feelings of wonder and awe, and may encourage interest in science and nature especially among young people; and

WHEREAS, the opportunity to view star-filled skies attracts tourists to our region and therefore economic benefit to Dripping Springs; and

WHEREAS, preserving the rich historic heritage and starry night skies of Dripping Springs is important to its citizens; and

WHEREAS, "light pollution," which is wasted light that performs no function or task and artificial light that goes where it is not supposed to go, is created by glare, light trespass, sky glow, and overlighting; and

WHEREAS, light pollution wastes natural resources amounting to at least $2 billion per year and contributes to diminished American energy independence; and

WHEREAS, the historical view of the night skies has been eroding in many nearby areas and generations are growing up with limited, if any, view of the wonders of the universe; and

WHEREAS, the influx of people into the Texas Hill Country region and the accompanying light pollution from area lighting fixtures has been steadily on the rise; and

WHEREAS, solving the problem of light pollution involves making better use of outdoor lighting to direct light down to where it is needed instead of upward into the sky, putting outdoor lights on timers and using outdoor lighting only where necessary; and

WHEREAS, Hill Country communities are increasingly dedicated to the preservation of the region's night skies, as evidenced by the frequent educational activities conducted in our region and by the increasing number of places in our region recognized as International Dark-Sky Places by the International Dark-Sky Association, including: Enchanted Rock State Natural Area, South Llano State Park, the City of Dripping Springs, the Wimberley Valley, the City of Fredericksburg, the City of Horseshoe Bay, U Bar U Camp & Retreat Center, River Hills Neighborhood of Travis County, and Lost Creek Neighborhood of Travis County; and

WHEREAS, this regional effort and the preservation and celebration of our night skies is worthy of a month-long celebration.

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

1. October 2021 shall hereafter be known as "Hill Country Night Sky Month" in Dripping Springs, Hays County, Texas.

2. That the City Council encourages citizens to enjoy the night sky and to participate in the Dripping Spring and the Hill County region's events and programs celebrating the night sky and promoting the ways in which communities are working to preserve it.

3. That the City Council encourages citizens to learn about light pollution and why it matters, night sky friendly lighting, and lighting regulations, and to implement practices and lighting improvements that will reduce light pollution, thereby preserving our night skies.

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Bill Foulds, Jr., Mayor

PROCLAMATION
OF THE CITY OF DRIPING SPRINGS
PROCLAIMING THE MONTH OF SEPTEMBER 2021 AS
"NATIONAL PREPAREDNESS MONTH"

WHEREAS, September is National Preparedness Month, which serves as a reminder that we all must take action to prepare, now and throughout the year, for the types of emergencies that could affect us where we live, work, and also where we visit.

WHEREAS, "National Preparedness Month" creates an opportunity for the residents and businesses in the City of Dripping Springs to prepare their homes, establishments, and communities for any type of emergency including natural disasters and potential terror attacks; and

WHEREAS, this year it's even more imperative for City of Dripping Springs to recognize the need for preparedness. In the midst of this pandemic, keeping our residents informed about public health issues is paramount; and

WHEREAS, the City of Dripping Springs, along with other regional, state, and national partners, support the WarnCentralTexas.org campaign to increase public readiness in preparing for emergencies and educating citizens on how to take action; and

WHEREAS, preparedness is an ongoing effort of all citizens in the CAPCOG region, including youth, older adults, and people with access and functional needs; and

WHEREAS, investing in the preparedness of ourselves, our families, businesses, and communities can reduce fatalities and economic devastation throughout our nation; and

WHEREAS, emergency preparedness is the responsibility of every citizen in the City and all citizens are encouraged to make preparedness a priority;

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

1. That September 2021 shall hereafter be known as "National Preparedness Month" in Dripping Springs, Hays County, Texas.

2. The City of Dripping Springs City Council encourages all citizens and businesses to develop their own emergency preparedness plan, go to WarnCentralTexas.org to register to receive emergency alerts and work as a team towards that end.

Bill Foulds, Jr., Mayor

PROCLAMATION
OF THE CITY OF DRIPING SPRINGS
PROCLAIMING SEPTEMBER 17 – SEPTEMBER 23, 2021, AS

"CONSTITUTION WEEK"

WHEREAS, September 17, 2021, marks the two hundred and thirty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

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

1. That September 17 through September 23 shall be known as "Constitution Week" in the City of Dripping Springs, Texas.

2. The City of Dripping Springs City Council encourages all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

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Bill Foulds, Jr., Mayor

CITY COUNCIL SPECIAL BUDGET MEETING - AMENDED

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Thursday, August 12, 2021 at 6:00 PM

MINUTES

MEETING SPECIFIC VIDEOCONFERENCE INFORMATION

Join Zoom Meeting:
https://us02web.zoom.us/j/81922241756?pwd=S0R4emoxNFl6aytVOXJ6NjZCQjhlUT09

Meeting ID: 819 2224 1756
Passcode: 882156

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

Find your local number: https://us02web.zoom.us/u/kipzTJ8AT

Join by Skype for Business: https://us02web.zoom.us/skype/81922241756

CALL TO ORDER AND ROLL CALL

City Council Members present were:
Mayor Bill Foulds, Jr.
Mayor Pro Tem Taline Manassian
Council Member Place 2 Wade King
Council Member Place 3 Geoffrey Tahuahua
Council Member Place 4 April Harris Allison
Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials present were:
City Administrator Michelle Fischer
City Treasurer Shawn Cox
City Secretary Andrea Cunningham
Parks & Community Services Director Kelly Schmidt
DSRP Manager Emily Nelson
Programs & Aquatics Manager Mack Rusick

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

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.

BUSINESS AGENDA

1. **Presentation and discussion regarding the City of Dripping Springs Fiscal Year 2021-2022 Municipal Budget.**

   Shawn Cox and Kelly Schmidt presented the Parks & Community Services proposed Budget for fiscal year 2021-2022, which is on file.

   No action was taken on this item.

EXECUTIVE SESSION AGENDA

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

2. **Deliberation regarding the appointment, employment, evaluation, reassignment, compensation, and duties of Penny Appleman, Roman Baligad, Jim Bass, Melanie Blakely, Kevin Campbell, Sherry Canady, Tory Carpenter, Sarah Cole, Shawn Cox, Andrea Cunningham, Misty Dean, Brandon Elliott, Ginger Faught, Michelle Fischer, Sesario Garza, Johnathon Hill, Alison Jamieson, Leonard Jones, Sheri Kapanka, Amy Kappler, Johnna Krantz, Steve Leitch, Laura Mueller, Emily Nelson, Shane Pevehouse, Aaron Reed, Charles Reed, Craig Rice, Warlan Rivera, Jessica Selina Romero, Mackenzie Rusick, Kelly Schmidt, Lily Sellers, Nick Spillar, William Stevens, Riley Sublett, and Lisa Sullivan.** *Deliberation of Personnel Matters, 551.074*

3. **Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses.** *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

4. **Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Wastewater Operations, agreements related to Wastewater, the South**

Regional Water Reclamation Expansion Project Easement Acquisition, Wastewater Discharge Permit, and operation of the Lazy W WCID in the Extraterritorial Jurisdiction of the City of Dripping Springs. *Consultation with City Attorney, 551.071; Deliberation regarding Real Property, 551.072*

5. **Consultation with City Attorney for legal issues related to the provision of retail utility services.** *Consultation with City Attorney, 551.071*

The City Council did not meet in Executive Session.

ADJOURN

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

This special meeting adjourned at 8:07 p.m.

APPROVED ON: September 7, 2021

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

CITY COUNCIL REGULAR MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Tuesday, August 17, 2021 at 6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

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

City Council Members
Mayor Bill Foulds, Jr.
Mayor Pro Tem Taline Manassian
Council Member Place 2 Wade King
Council Member Place 3 Geoffrey Tahuahua
Council Member Place 4 April Harris Allison
Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials
City Administrator Michelle Fischer
Deputy City Administrator Ginger Faught
City Attorney Laura Mueller
City Treasurer Shawn Cox
City Secretary Andrea Cunningham
IT Coordinator Misty Dean
Parks & Community Services Director Kelly Schmidt
City Engineer Chad Gilpin
Senior Planner Tory Carpenter
Utility Commission Chair Chuck Miller

PLEDGE OF ALLEGIANCE

Council Member Harris-Allison 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.

Frank Raymond spoke regarding city-wide drainage and stormwater runoff issues.

PROCLAMATIONS & PRESENTATIONS

1. **Approval of a Proclamation of the City of Dripping Springs Proclaiming August – October 2021 and March – May 2022 as "Lights Out Migratory Months."** *Sponsor: Mayor Pro Tem Manassian*

   Mayor Pro Tem Manassian read the proclamation.

   Via unanimous consent, the City Council approved a Proclamation of the City of Dripping Springs Proclaiming August – October 2021 and March – May 2022 as "Lights Out Migratory Months."

CONSENT AGENDA

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

2. **Approval of the July 20, 2021, City Council Special Budget meeting minutes and the July 20, 2021, City Council Regular meeting minutes.**

3. **Approval of the July 29, 2021, City Council Special Budget meeting minutes.**

4. **Approval of the August 3, 2021, City Council regular meeting minutes.**

5. **Approval of the July 2021 City Treasurer's Report.**

6. **Approval of an Ordinance extending certain Conditional Use Permits for construction purposes.** *Sponsor: Mayor Foulds, Jr.*

   Filed as Ordinance No. 2021-29

7. **Approval of an update to Daikin HVAC Services Agreement to change start date to September 1, 2021.**

8. **Approval of updated rate sheet with additional services for Gilpin Engineering.**

A motion was made by Council Member Harris-Allison to approve Consent Agenda Items 2 – 8. Council Member Tahuahua seconded the motion with carried unanimously 5 to 0.

BUSINESS AGENDA

Via unanimous consent, the City Council considered items 9 and 10 concurrently.

9. Discuss and consider approval of a Special Event Permit application from the Dripping Springs Visitors Bureau for the 2021 Dripping Springs Songwriters Festival to be held October 15-17, 2021, in the Mercer Street and Old Fitzhugh Road vicinity. *Sponsor: Mayor Foulds, Jr.*

10. Discuss and consider approval of a Temporary Street Closure Permit application from the Dripping Springs Visitors Bureau to close a portion of Mercer Street for the 2021 Dripping Springs Songwriters Festival on October 17, 2021. *Sponsor: Mayor Bill Foulds, Jr.*

Kelly Schmidt presented the staff report for items 9 and 10, which are on file. Staff recommends approval of the special event permit and temporary street closure with the following conditions:

1. That the City Administrator and Emergency Management Coordinator approve the number of Deputy Constables/Deputy Sheriffs and their scheduled patrol times; and
2. That the City Administrator and Emergency Management Coordinator approve the public notice letter sent to affected properties.

A motion was made by Council Member Parks to approve a Special Event Permit application from the Dripping Springs Visitors Bureau for the 2021 Dripping Springs Songwriters Festival to be held October 15-17, 2021, in the Mercer Street and Old Fitzhugh Road vicinity, and the Temporary Street Closure Permit application from the Dripping Springs Visitors Bureau to close a portion of Mercer Street for the 2021 Dripping Springs Songwriters Festival on October 17, 2021, with the following conditions:

1. That the City Administrator and Emergency Management Coordinator approve the number of Deputy Constables/Deputy Sheriffs and their scheduled patrol times; and
2. That the City Administrator and Emergency Management Coordinator approve the public notice letter sent to affected properties.

Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

11. Discuss and consider approval of the Appointment of two (2) individuals to the Parks and Recreation Commission for terms ending June 30, 2023.

Andrea Cunningham presented the staff report which is on file.

A motion was made by Council Member Harris-Allison to appoint Tara Satine and Kristy Caldwell to the Parks & Recreation Commission for terms ending June 30, 2023. Council Member King seconded the motion which carried unanimously 5 to 0.

12. Discuss and consider approval of the selection of bidder related to the Butler Ranch Road and Pin Oak Street Rehabilitation Project.

Chad Gilpin presented the staff report which is on file. Staff recommends the selection of Lone Star Sitework, LLC and requests that the City Council also allow for staff to negotiate the related contract.

A motion was made by Council Member King to approve Lone Start Sitework, LLC as the selected bidder for the Butler Ranch Road and Pin Oak Street Rehabilitation Project, and to approve staff to negotiate the Construction Contract. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

13. **Public Hearing and consideration of approval of an Ordinance and Annexation Agreement regarding approximately 283 acres of the Cynosure Tract north of 290 and east of RR 12 adjacent to the Big Sky and Headwaters subdivisions.** *Applicant: Rex Baker, Baker & Robertson*

a. Presentation – Applicant Rex Baker was available for questions.

b. Staff Report – Laura Mueller presented the staff report which is on file. Staff recommends approval of the annexation ordinance and agreement.

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

d. Ordinance – Filed as Ordinance No. 2021-30
e. Agreement

A motion was made by Council Member Harris-Allison to approve an Ordinance and Annexation Agreement regarding approximately 283 acres of the Cynosure Tract north of 290 and east of RR 12 adjacent to the Big Sky and Headwaters subdivisions. Council Member Parks seconded the motion which carried unanimously 5 to 0.

14. **Public hearing and consideration of approval of an Ordinance regarding PDD2021-002 Cynosure-Wild Ridge: an application for a Planned Development District to consider an ordinance enacting Planned Development District Number 13 and approving the zoning change from Agriculture (AG) to Planned Development District Number 13 (PDD #13) with a base zoning of SF-3 for up to 960 units with some local retail uses to be located on approximately 283 acres on the Cynosure Tract north of the Cannon Tract and east of the Scott Tract northeast of city limits.** *Applicant: Rex Baker, Baker & Robertson*

a. Presentation – Applicant Rex Baker was available for questions.

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

c. Planning and Zoning Commission Report – Laura Mueller presented the Planning & Zoning Commission report. The Commission recommends approval of the ordinance.

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

e. Planned Development District Ordinance – Filed as Ordinance No. 2021-31

A motion was made by Mayor Pro Tem Manassian to approve an Ordinance regarding PDD2021-002 Cynosure-Wild Ridge: an application for a Planned Development District to consider an ordinance enacting Planned Development District Number 13 and approving the zoning change from Agriculture (AG) to Planned Development District Number 13 (PDD #13) with a base zoning of SF-3 for up to 960 units with some local retail uses to be located on approximately 283 acres on the Cynosure Tract north of the Cannon Tract and east of the Scott Tract northeast of city limits. Council Member Tahuahua seconded the motion which carried unanimously 5 to 0.

Via unanimous consent, the City Council considered items 15, 16 and 17 concurrently.

15. **Discuss and consider approval of a Resolution consenting to creation and operation of a Municipal Utility District at Cynosure Ranch a 283 acre tract north of 290 and east of RR 12 adjacent to Headwaters and Big Sky subdivisions.** *Applicant: Rex Baker, Baker & Robertson*

    Filed as Resolution No. 2021-R26

16. **Discuss and consider approval of a Transportation Enhancement Agreement between the City of Dripping springs and Meritage related to street, utility, and park improvements on the Cynosure Tract.** *Applicant: Rex Baker, Baker& Robertson*

17. **Discuss and consider approval of Utility Agreements for Wastewater Service and Water Service between the City of Dripping Springs and Meritage for an approximately 283 acre tract at Cynosure Ranch for up to 960 dwelling units.** *Applicant: Rex Baker, Baker & Robertson*

Laura Mueller presented the staff report for items 15 – 17 which are one file. Staff recommends approval of the agreements.

A motion was made by Council Member Tahuahua to approve a Resolution consenting to creation and operation of a Municipal Utility District at Cynosure Ranch a 283 acre tract north of 290 and east of RR 12 adjacent to Headwaters and Big Sky subdivisions; a Transportation Enhancement Agreement between the City of Dripping springs and Meritage related to street, utility, and park improvements on the Cynosure Tract; and, Utility Agreements for Wastewater Service and Water Service between the City of Dripping Springs and Meritage for an approximately 283 acre tract at Cynosure Ranch for up to 960 dwelling units. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

REPORTS

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

18. **Maintenance Director's Monthly Report**
    Craig Rice, Maintenance Director

19. **Economic Development Committee Report**
    Kim Fernea, EDC Chair

20. Transportation Committee Report
Jim Martin, TC Interim Chair

A motion was made by Mayor Pro Tem Manassian to adjourn into Executive Session under Texas Government Code Sections 551.071, Consultation with City Attorney, 551.071, Deliberation of Personnel Matters, and 551.072, Deliberation of Real Property and regarding Executive Session Agenda Items 21 and 22. Council Member Parks 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.

21. Deliberation regarding the appointment, employment, evaluation, reassignment, compensation, and duties of Penny Appleman, Roman Baligad, Jim Bass, Melanie Blakely, Kevin Campbell, Sherry Canady, Tory Carpenter, Sarah Cole, Shawn Cox, Andrea Cunningham, Misty Dean, Brandon Elliott, Ginger Faught, Michelle Fischer, Sesario Garza, Johnathon Hill, Alison Jamieson, Sheri Kapanka, Amy Kappler, Johnna Krantz, Laura Mueller, Emily Nelson, Shane Pevehouse, Aaron Reed, Charles Reed, Craig Rice, Jessica Selina Romero, Warlan Rivera, Mackenzie Rusick, Kelly Schmidt, Lily Sellers, Nick Spillar, William Stevens, Riley Sublett, Lisa Sullivan, Planning Director, Residential Plans Examiner & Inspector, Maintenance Worker, and DSRP Facility Specialists. *Deliberation of Personnel Matters, 551.074*

22. Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Real Property for the Tax Increment Reinvestment Zone including the Town Center Project and uses. *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

23. Consultation with City Attorney and Deliberation of Real Property regarding the extension of Roger Hanks Parkway including related agreements. *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.071.*

24. Consultation with City Attorney regarding legal issues and Deliberation of Real Property related to the Wild Ridge Subdivision and Agreement related to the Wild Ridge Subdivision. *Consultation with City Attorney, 551.071; Deliberation of Real Property, 551.072*

25. Consultation with City Attorney and Deliberation of Real Property regarding legal issues related to Wastewater Operations, agreements related to Wastewater, the South Regional Water Reclamation Expansion Project Easement Acquisition, Wastewater Discharge Permit, and operation of the Lazy W WCID in the Extraterritorial Jurisdiction of the City of Dripping Springs. *Consultation with City Attorney, 551.071; Deliberation regarding Real Property, 551.072*

26. Consultation with City Attorney for legal issues related to the provision of retail utility services. *Consultation with City Attorney, 551.071*

27. Consultation with City Attorney regarding legal issues related to ongoing developments including Rob Shelton Improvements and Texas Department of Transportation and other sources of funding related to improvements and the provision of wastewater to PDD 11 and legal issues related Bunker Ranch annexation and zoning. *Consultation with City Attorney, 551.071*

The City Council met in Executive Session from 6:35 – 8:56 p.m.

No vote or action was taken during Executive Session. Mayor Foulds, Jr., returned the meeting to Open Session at 8:56 p.m.

OPEN SESSION

UPCOMING MEETINGS

City Council Meetings
August 25, 2021 at 6:00 p.m.
September 7, 2021 at 6:00 p.m.
September 21, 2021 at 6:00 p.m.

Board, Commission & Committee Meetings
August 19, 2021, Farmers Market Board at 10:00 a.m.
August 19, 2021, Emergency Management Commission at 12:00 p.m.
August 23, 2021, Transportation Committee at 3:30 p.m.
August 24, 2021, Planning & Zoning Commission at 6:30 p.m.
August 25, 2021, Economic Development Committee at 4:00 p.m.
August 30, 2021, Parks & Recreation Commission at 6:00 p.m.
September 1, 2021, DSRP Board at 12:00 p.m.
September 2, 2021, Historic Preservation Commission at 4:00 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 5 to 0.

This regular meeting adjourned at 8:56 p.m.

APPROVED ON: September 7, 2021

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

CITY COUNCIL SPECIAL BUDGET MEETING

City of Dripping Springs

Council Chambers, 511 Mercer St, Dripping Springs, TX

Wednesday, August 25, 2021 at 6:00 PM

MINUTES

CALL TO ORDER AND ROLL CALL

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

City Council Members present were:
Mayor Bill Foulds, Jr.
Mayor Pro Tem Taline Manassian
Council Member Place 2 Wade King
Council Member Place 3 Geoffrey Tahuahua
Council Member Place 4 April Harris Allison
Council Member Place 5 Sherrie Parks

Staff, Consultants & Appointed/Elected Officials present were:
City Administrator Michelle Fischer
City Attorney Laura Mueller
City Treasurer Shawn Cox
City Secretary Andrea Cunningham

PLEDGE OF ALLEGIANCE

Council Member Harris-Allison 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.

BUSINESS AGENDA

1. Discuss and consider approval of the Proposed Ad Valorem Tax Rate for 2021.

A motion was made by Mayor Pro Tem Manassian to propose a property tax rate to be set at a rate of nineteen cents per one-hundred-dollar valuation. Council Member Harris-Allison seconded the motion which carried unanimously 5 to 0.

Mayor Foulds announced that the City Council will hold a public hearing on the Fiscal Year 2021-2022 Municipal Budget on September 7, 2021, at 6:00 p.m.

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.

The City Council did not meet in Executive Session.

UPCOMING MEETINGS

City Council & BOA Meetings
September 7, 2021, at 6:00 p.m. (CC & BOA)
September 21, 2021, at 6:00 p.m.
October 5, 2021, at 6:00 p.m. (CC & BOA)
October 19, 2021, at 6:00 p.m.

ADJOURN

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

This special meeting adjourned at 6:03 p.m.

APPROVED ON: September 7, 2021

Bill Foulds, Jr., Mayor

ATTEST:

Andrea Cunningham, City Secretary

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: September 7, 2021

Agenda Item Wording: **Approval of a transfer of fee credit for Development Agreement application to Planned Development District Application for Wild Ridge Subdivision.**

Agenda Item Requestor: Rex Baker, Baker & Robertson

Summary/Background: This project, Wild Ridge (Cynosure) began as a development agreement but morphed into a Planned Development District when the City requested Annexation of the Tract. They are requesting that the DA fees they paid be put towards the PDD application. Because the change was based on the City's request and the City staff review was unchanged from the review of the DA to the PDD, Staff recommends approval.

Commission Recommendations: N/A

Recommended Council Actions: Approval

Attachments: Request, Staff Report.

Next Steps/Schedule:

BAKER & ROBERTSON

REX G. BAKER, III P.C.
rexbaker@bakerattorneys.com
THOMAS W. ROBERTSON, P.C.
tomrobertson@bakerattorneys.com
VELMA G. ANDERSON
vanderson@bakerattorneys.com

A PARTNERSHIP OF PROFESSIONAL CORPORATIONS
ATTORNEYS
171 BENNEY LANE, BLDG. II, SUITE 100
P.O. BOX 718
DRIPPING SPRINGS, TEXAS 78620

TELEPHONE (512) 894-0890
FACSIMILE (512) 894-0346

June 24, 2021

Ginger Faught
Deputy City Administrator
City of Dripping Springs
511 Mercer Street
Dripping Springs, Texas 78620
VIA EAMIL: gfaught@cityofdrippingsprings.com

Laura Mueller
City Attorney
City of Dripping Springs
511 Mercer Street
Dripping Springs, Texas 78620
VIA EMAIL: lmueller@cityofdrippingsprings.com

Re: Fee Waiver for City PDD filing fees for Wild Ridge development

Dear Ginger and Laura,

As a follow up to our earlier discussions, Meritage Homes of Texas, LLC is requesting that the Planned Development District Request Fee be modified for this project. The reason for the request is because Meritage paid the Development Agreement Fee of $36,281.50 to the City for a development agreement that was required for an out of city development. Since that payment, the City has requested that the development be brought into the city limits and as such, a PDD is now required. The PDD fee will be $47,513.00.

Our request is that Meritage be given credit for the $36,281.50 previously paid and submit the difference ($11,231.50) to the City to fulfill the PDD fee obligation.

Thank you for your consideration of Meritage's request. Of course, if you have any questions, please let me know.

Sincerely,

Rex G. Baker, III

cc: Matthew Scrivener
Elliot Jones

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Kelly Schmidt, Parks & Community Services Director

Council Meeting Date: September 7, 2021

Agenda Item Wording: Approve 2021-2022 Earth Native Tracks and Tails Program Instructor Agreement

Agenda Item Requestor: Kelly Schmidt / Dave Scott – Councilmember Wade King Sponsor

Summary/Background: This is Earth Native's 3rd year running their wilderness school program Tracks and Tails at DSRP. They meet twice a month for a total of (17) sessions throughout the school year. This program has been a great addition to quality-of-life programs offered contractually in the DSRP parks. No changes have been made to the standing contract except for the requirement of submitting an emergency action plan and a preidentified and agreed upon designated bad weather shelter to the Parks and Community Services Director to have on file with their use agreement.

Commission Recommendations: N/a

Recommended Council Actions: Approve as presented.

Attachments: 2021-2022 DSRP Instructor Agreement

Next Steps/Schedule:

CONTRACT INSTRUCTOR AGREEMENT

This AGREEMENT is made and entered into this, the 14th day of September 8, 2021 by and between the **City of Dripping Springs**, Texas, a municipal corporation (hereinafter referred to as "City"), and **Earth Native Wilderness School** an individual (hereinafter referred to as "Instructor").

PREAMBLE:

WHEREAS, the City desires to offer independent Contract Instructors to teach classes in the parks; and

WHEREAS, the City finds that the contract instructor assumes all liability and shall be an independent Contract Instructor as related to this agreement; and

WHEREAS, this agreement can be terminated without cause by either party giving thirty days written notice to the other party; and

WHEREAS, the contract instructor will pay the City a rental fee per programming day

WHEREAS, the City finds that it is in the best interest of the City and its residents to provide life enriching classes at its parks.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Duties.

A. Duties of Contract Instructor.

(1) Teach recreation/educational programs to a designated age group.

(2) Represent the City in a professional manner.

(3) Communicate progress and goals with participants and parents, as appropriate.

(4) Provide a safe environment for all students by enforcing class and park rules as well as any rules or laws adopted by Hays County, the City of Dripping Springs, and the State of Texas.

(5) Engage in excellent communication while working well with the class age group.

(6) Provide exceptional customer service.

(7) Notify the participants and City Staff of any pre-arranged absences and provide an appropriate make-up schedule.

(8) Submit monthly attendance reports and other information in writing as requested by the City.

(9) Work with Dripping Springs Ranch Park staff to identify an inclement weather location and submit the program's emergency action plan to have on-file with contract.

(10) Report to the Parks and Community Services Director who will require the Contract Instructor to address any complaints or concerns from patrons, parents, guardians, or the public.

B. Duties of City.

(1) The City shall provide opportunities for the Contract Instructors to provide classes at Dripping Springs Ranch Park based on the demand of the residents and availability of location for the classes.

(2) After a class is approved, the City shall provide a safe, clean, and well-kept location at Dripping Springs Ranch Park for teaching of the class.

(3) Advertise Contract Instructor classes by website and e-mail.

2. Duration. The term of this Agreement shall be for a term of one (1) year beginning on September 13, 2021, and ending on May 23, 2022, provided, however, that the term of this Agreement shall be subject to earlier termination as set forth in this Agreement. The City may, by written approval of the City Administrator, extend the term of this Agreement.

The classes shall not take place during City Holidays or when DSRP is closed for safety purposes. Program schedules are subject to change due to events, construction, safety closures, or emergency repairs. All classes shall be submitted to the Parks and Community Services Director, or the Director's Designee as communicated in writing to Instructor, for approval and shall not begin without written approval of the Parks and Community Services Director, which approval shall not be unreasonably withheld.

This agreement can be terminated without cause by either party giving thirty (30) days written notice to the other party.

The City, at its sole discretion for any reason whatsoever, may cancel this agreement at any time and without prior notice if the City determines that the activity is not in the best interest of the City.

3. Pay/Fees.

A. All fees are subject to final approval by the City Council at the recommendation by the Parks and Recreation Commission.

B. Instructor will pay a rental fee of $75.00 per programming day to have non-exclusive use of the outdoor arena, trails, and Ranch House grounds area (17 class meeting days). Term

rental fee is equal to $1275.00

C. Instructor will pay the lump sum term rental fee, three days prior to the start of the program offering, by the 10th of September 2021.

4. Notices. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

To the City:	**To the Instructor:**
City of Dripping Springs	Earth Native Wilderness School
Attn: City Administrator	Attn: David Scott
PO Box 384	137 Woodview Lane
Dripping Springs, TX 78620	Bastrop, TX 78602

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Instructor or City may change the address for notices at any time with seven (7) days written notice to the other party.

5. General Provisions.

A. Relationship of Parties: It is understood by the parties that Contract Instructor is an independent Contract Instructor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contract Instructor. The City may contract with other individuals or firms for teaching services.

B. Injuries/Insurance: Contract Instructor acknowledges the Contract Instructor's obligation to obtain appropriate insurance coverage. Contract Instructor waives the rights to recovery from City for any injuries that Contract Instructor may sustain while performing services under this Agreement. Contract Instructor is to provide a copy of insurance coverage to City at least ten (10) days prior to the end of any existing coverage period if Contract Instructor uses the services of any of Contract Instructor's employees for the provision of services to the City. The City shall be named as an additional named insured on the Insurance.

C. Indemnification: Contract Instructor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against City that result from acts or omissions of Contract Instructor.

D. Assignment: Contract Instructor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.

E. <u>Mandatory Disclosures:</u> <u>Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contract Instructor has submitted to the City a</u>

copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).

F. Force Majeure means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or military authority, insurrections, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, explosions, or other causes not reasonably within the control of the party claiming such inability. Neither CITY nor Instructor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

G. Entire Agreement: The text herein and attachments noted above shall constitute the entire Agreement between the parties. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

H. Effective Date: This Agreement shall become effective commencing on the date of execution as indicated below.

I. Severability: If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

J. Enforcement and Venue: This Agreement shall be construed under and according to the laws of the State of Texas and venue for enforcement shall be in Hays County.

K. Waiver of Contractual Right: The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

IN WITNESS WHEREOF, the City of Dripping Springs has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Secretary, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF DRIPPING SPRINGS:	**INSTRUCTOR:**
Bill Foulds, Jr., Mayor	Dave Scott, Earth Native Wilderness School
Date	Date

ATTEST:

_____

Andrea Cunningham, City Secretary

STAFF REPORT

City of Dripping Springs

PO Box 384
511 Mercer Street
Dripping Springs, TX 78602

Submitted By: Aaron Reed, Public Works Coordinator

Council Meeting Date: 10/13/2020

Agenda Item Wording: Approval of a Resolution accepting improvements and maintenance bonds for the Founders Park parking lot extension.

Agenda Item Requestor: Council Member Crow

Summary/Background: Founders Park Road was rebuilt as part of a donation agreement with the Big Sky subdivision. Drainage and trail improvements were included in the construction of the roadway. All elements of the project have been inspected by the City's inspectors and the City Engineer and found to be in conformance with the plans.

Commission Recommendations:

Recommended Council Actions: City Staff recommends approval.

Attachments:

Next Steps/Schedule: Send to City Secretary for execution.

Founders Parking Lot
Maintenance Bond
Atlantic Specialty Insurance
Bond # 80010351 7

CITY OF DRIPPING SPRINGS, TEXAS
MAINTENANCE BONDS CHECKLIST
FOR APPROVAL OF BONDS BY STAFF

NAIC # 27154	City Staff	City Atty
1. Check to be sure the bonding company is qualified to do business in Texas and is listed on the U.S. Department of the Treasury list of approved sureties. (check rating) –Bond needs to list NAIC number of company https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm	X	
2. The name of the contractor (the Principal) must be stated as it was in the contract, or if a subdivision, be the developer of the contractor.	X	
3. The name of the surety on the bond (the bonding company) must be the same on the bonds and on the power of attorney.	X	
4. The amount of the bond must be the same amount stated as the full price of the contract or amount approved by the city engineer (i.e. engineer's opinion of probable cost). 10%	X	
5. The date the bond is signed cannot be prior to the date of the contract, i.e. the date the bond is signed must be the same or a later date.	X	
6. The items stated in the bond as the work to be done must exactly match the description of the work to be done stated in the construction contract. In most contracts there is a blank for a brief description of the work such as "improvements to Walnut Street, City of Dripping Springs." This frequently is on the cover of the contract documents. The same description should appear on the bond. Or, if for a subdivision, should list the subdivision's name.	X	
7. On the bond:		
(a) The date that the Principal(s) and surety(s) sign cannot precede the date the contract was "made and entered into" or the date approved by the engineer.	X	
(b) The person who is authorized to sign the contract, and did sign the contract, should sign the bond as principal.	X	
(c) Type the name of the officer signing.	X	

	City Staff	City Atty
(d) The Agent for Service should be located in the State of Texas. The agent may be either a person or business.		
(e) Surety's seal (which is the seal of the bond company) must appear under the surety's signature. All corporate sureties have seals.	X	
(f) Make sure the seal is the bond company's seal, not a notary's seal. The seal may be a facsimile seal, unless the instrument states otherwise.	X	
(g) The writing on the surety's seal must be legible.	X	
8. All maintenance bonds must be in the forms acceptable to the City Administrator and the City Secretary.	X	
9. All maintenance bonds must be signed by an agent, and must be accompanied by a certified copy of the authority for him or her to act.	X	
10. Approval of bonding company based on the company's financial ratings.	X	
11. Inspector has confirmed that improvements are complete and acceptable.	X	
12. Term of two years as required by ordinance.	X	
13. Create resolution approving bond and accepting improvements.	X	
14. Attach the resolution accepting the bond.	X	
15. The attached resolution:		
(a) Accepts the maintenance bond.		
(b) Accepts the improvements listed in the bond.		
(c) Releases the construction board.	+	+

intact INSURANCE surety

MAINTENANCE BOND

BOND NO. 800103517

KNOW ALL MEN BY THESE PRESENTS:

That we CC Carlton Industries, Ltd. as Principal, and Atlantic Specialty Insurance Company as Surety, are held and firmly bound unto City of Dripping Springs as Obligee in the sum of Seventeen Thousand Eight Hundred Sixty-seven And 89/100 Dollars ($ $17,867.89) for which sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, on the 4th day of August, 2020, Principal entered into a contract with the Obligee for:

Big Sky Ranch Phase 2- Founder's Park Parking Lot Improvements

Which contract is by reference made a part hereof and is hereafter referred to as the Contract.
NOW THEREFORE, the condition of this obligation is such, that if the Contractor shall make good any defect in material or construction that shall appear within Two(2) year(s) from the date of the substantial completion, ( ) this shall be null and void and otherwise remain in full force and effect.

Signed, sealed and dated this 10th day of August, 2021.

CC Carlton Industries, Ltd.

BY: _____
Witness — Principal

ITS: _____

Atlantic Specialty Insurance Company

BY: _____
Witness — Attorney-In-Fact John W. Schuler

8/

605 Highway 169 North, Suite 800
Plymouth, Minnesota, USA 55441
Web: intactspecialty.com/surety
E-mail: surety@intactinsurance.com

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Walter E. Benson Jr, Steve Dobson, John W. Schuler,** each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 10th day of August, 2021.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

1-800-321-2721

You may also write to your Insurance Carrier at:

Atlantic Specialty Insurance Company
Paralegal
605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede communicarse con su agente.

Usted puede llamar al numero de telefono gratis de su compañía de seguros para informacion o para someter una queja al:

1-800-321-2721

Usted tambien puede escribir a su compañía de seguros en:

Atlantic Specialty Insurance Company
Paralegal
605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104, Austin, TX 78714

Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS □ RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

CITY OF DRIPPING SPRINGS

RESOLUTION No. 2021-____

A RESOLUTION OF THE CITY OF DRIPPING SPRINGS, TEXAS ("CITY"), ACCEPTING IMPROVEMENTS AND APPROVING AND ACCEPTING IMPROVEMENTS AND A MAINTENANCE BOND FOR THE DRIPPING SPRINGS FOUNDERS MEMORIAL PARK PARKING LOT EXPANSION, PROVIDING FOR EFFECTIVE DATE; AND PROPER NOTICE & MEETING.

WHEREAS, CC Carlton Industries, Ltd. ("Contractor") recently completed, and the City Engineer for the City of Dripping Springs has inspected, the expansion and improvements ("Improvements") for the City of Drippings Springs Founders Memorial Park parking lot expansion; and

WHEREAS, the City desires to accept as being complete in accordance with applicable development the Improvements at Dripping Springs Founders Memorial Park; and

WHEREAS, the City of Dripping Springs City Council ("City Council") seeks the Contractor to provide a Maintenance Bond (Attachment "A") conditioned to guarantee for the period of Two (2) Years from and after the date of substantial completion of the Improvements, guaranteeing the materials and workmanship related to Contractor's Improvements; and

WHEREAS, this Resolution conforms with the Maintenance and Guarantee regulation of the City's Code requiring all public improvements be free from defects for a period of two (2) years; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City to approve this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dripping Springs City, 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 accepts the Improvements at the City of Dripping Springs Founders Memorial Park.

3. The City Council hereby approves and accepts the Contractor's proposed Maintenance Bond No. 800103517, from Atlantic Specialty Insurance Company ("Insurer"), included and attached herein (Attachment "A").

4. Conditioned upon the fiscal guarantee for maintenance from the Contractor and the Insurer, the City shall assume responsibility for the repair, maintenance, and regulation of the Improvements for the benefit of the public.

5. The City Council hereby authorizes the Mayor or the Mayor's designee to execute any documentation on the City's behalf necessary to effectuate the intent and purpose of this Resolution.

6. This Resolution shall take effect immediately upon passage.

7. 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 AND APPROVED this, the 7th day of September 2021, 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"

Maintenance Bond No. 800103517
CC Carlton Industries Ltd., and Atlantic Specialty Insurance Company

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Shawn Cox, Finance Director/City Treasurer

Council Meeting Date: Tuesday, September 7, 2021

Agenda Item Wording: Public hearing and consideration of approval regarding an Ordinance of the City of Dripping Springs, Texas amending the current 2020-2021 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures

Agenda Item Requestor:

Summary/Background:

For consideration is an amendment to the FY 2021 Adopted Budget. Included in the packet is a copy of the proposed amendments. The have previously been presented at each Budget Workshop and have been updated to reflect current end of year projections.

The following changes have been made to the end of year projections since the last version provided to Council:

General Fund

- Office IT Equipment and Support has been increased to provide for the purchase of new computers that are needing to be replaced this year.
- Street Improvements was zeroed our and will be included in FY22. We do not expect the projects to start this month.
- TXF AV to TIF was reduced to reflect the latest appraisal supplements.
- Founders, S&R, Charro Parks Maintenance was increased to account for the mowing contract which was not included in the adopted budget.

DSRP

- Program Expenses was increased to accommodate the larger than anticipated enrollment in camp. Revenues from camp were sufficient to cover these expenditures.
- General Maintenance was increased for the installation of needed replacement toilets. This is being funded through HOT Funds.

HOT

- TXF to Event Center has been increased to cover the additional DSRP Maintenance projects.
- Grants Have been increased to accommodate additional requests for repairs to Pound House and Visitors Center.

Wastewater

- Administrative/Billing Expense was increased due to greater costs for billing services. These are directly related to the increase in Wastewater Service Revenues.
- Planning and Permitting increased due to additional costs related to the City TCEQ permits.
- Consultants and Legal has been increased. This line item is related to TWDB projects. While higher than previously projected, it is lower than budgeted.

Commission Recommendations:

Recommended Council Actions:

Attachments:

- Ordinance No. 2021-XXXX – Budget Amendment – 9.7.21
- Attachment "A" (Proposed Budget Amendment)

Next Steps/Schedule:

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2021-_____

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS AMENDING THE CURRENT 2020-2021 FISCAL YEAR BUDGET; FINDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to amend and otherwise modify the City's budget for Fiscal Year 2020-2021; and

WHEREAS, the City has had a need to adjust line items in the funds identified in the 2020-2021 Fiscal Year Budget; and

WHEREAS, the City Council finds that the proposed Budget Amendment is for legitimate municipal purposes, and thus is statutorily authorized by Texas Local Government Code section 102.010; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the city and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Texas Local Government Code Section 101.002, the City Council may manage and control the finances of the municipality; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt an ordinance amending the current budget.

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein. The City of Dripping Springs' budget for Fiscal Year 2020-2021 shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

2. BUDGET AMENDMENTS

The City of Dripping Springs' budget for Fiscal Year 2020-2021 shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Budget changes include:

Consolidated General Fund Amendments:

Revenues:

- Total revenues for the Consolidated General Fund have increased by **$1,514,878.66** (from $8,301,981.00 to $9,816,859.66).

Expenditures:

- Total expenditures for the Consolidated General Fund have decreased by **$58,300.20** (from $8,301,981.00 to $8,243,680.80).

As a result of these amendments a there will be a Balance Forward of **$1,573,178.86**.

Dripping Springs Farmers Market:

Revenues:

- Total revenues for the Dripping Springs Farmers Market have increased by **$13,458.78** (from $66,657.50 to $80,116.28).

Expenditures:

- Total expenditures for the Dripping Springs Farmers Market have decreased by **$7,253.76** (from $65,534.90 to $58,281.14).

As a result of these amendments a there will be a Balance Forward of **$21,835.14**.

Parkland Dedication Fund:

Revenues:

- Total revenues for the Parkland Dedication Fund have decreased by **$2,760.53** (from $213,535.25 to $210,774.72).

Expenditures:

- Total expenditures for the Parkland Dedication Fund have decreased by **$75,200.00** (from $172,200.00 to $97,000.00).

As a result of these amendments a there will be a Balance Forward of **$113,774.72**.

Ag Facility Fund:

Revenues:

- Total revenues for the Ag Facility Fund have decreased by **$11,235.00** (from $31,185.00 to $19,950.00).

Expenditures:

- Total expenditures for the Ag Facility Fund have decreased by **$11,235.00** (from $31,185.00 to $19,950.00).

As a result of these amendments a there will be a Balance Forward of **$0.00**.

Landscaping Fund:

Revenues:

- There is no change in revenues for the Landscaping Fund.

Expenditures:

- Total expenditures for the Landscaping Fund have decreased by **$13,500.00** (from $17,500.00 to $ 4,000.00).

As a result of these amendments a there will be a Balance Forward of **$108,260.55**.

Dripping Springs Ranch Park Operating Fund:

Revenues:

- Total revenues for the Dripping Springs Ranch Park Operating Fund have decreased by **$31,577.60** (from $531,468.44 to $499,890.84).

Expenditures:

- Total expenditures for the Dripping Springs Ranch Park Operating Fund have decreased by **$33,679.44** (from $531,468.44 to $497,789.00)

As a result of these amendments a there will be a Balance Forward of **$2,101.84**.

Hotel Occupancy Tax Fund:

Revenues:

- Total revenues for the Hotel Occupancy Tax Fund have increased by **$102,429.77** (from $523,493.41 to $625,923.18).

Expenditures:

- Total expenditures for the Hotel Occupancy Tax Fund have increased by **$ 25,514.90** (from $481,096.41 to $506,611.31)

As a result of these amendments a there will be a Balance Forward of **$119,311.87**.

Wastewater Utility Fund:

Revenues:

- Total revenues for the Wastewater Utility Fund have decreased by **$6,953,634.23** (from $16,616,159.82 to $9,662,525.59).

Expenditures:

- Total expenditures for the Wastewater Utility Fund have decreased by **$10,145,742.54** (from $12,182,100.00 to $2,036,357.46)

As a result of these amendments a there will be a Balance Forward of **$7,626,168.13**.

TWDB Fund:

Revenues:

- Total revenues for the TWDB Fund have decreased by **$7,264,921.00** (from $8,796,287.27 to $1,531,366.27).

Expenditures:

- Total expenditures for the TWDB Fund have decreased by **$7,264,427.00** (from $8,795,300.00 to $1,530,873.00).

As a result of these amendments a there will be a Balance Forward of **$493.27**.

Impact Fund:

Revenues:

- Total revenues for the Impact Fund have increased by **$971,947.71** (from $3,357,328.25 to $4,329,275.96).

Expenditures:

- There is no change in expenditures for the Impact Fund.

As a result of these amendments a there will be a Balance Forward of **$2,637,434.76**.

Debt Service Fund 2015:

Revenues:

- Total revenues for the Debt Service Fund 2015 have increased by **$4,000.00** (from $1,586,855.24 to $1,590,855.24).

Expenditures:

- There is no change in expenditures for the Debt Service Fund 2015.

As a result of these amendments a there will be a Balance Forward of **$861,673.04**.

Debt Service Fund 2013:

Revenues:

- Total revenues for the Debt Service Fund 2013 have increased by **$500.00** (from $189,787.92 to $190,287.92).

Expenditures:

- There is no change in expenditures for the Debt Service Fund 2013.

As a result of these amendments a there will be a Balance Forward of **$100,180.42**.

Debt Service Fund 2019:

Revenues:

- Total revenues for the Debt Service Fund 2019 have increased by **$9,980.00** (from $1,899,856.11 to $1,909,836.11).

Expenditures:

- There is no change in expenditures for the Debt Service Fund 2019.

As a result of these amendments a there will be a Balance Forward of **$976,283.11**.

PEG Fund:

Revenues:

- Total revenues for the PEG Fund have increased by **$1,192.71** (from $141,032.00 to $142,224.71).

Expenditures:

- There is no change in expenditures for the PEG Fund.

As a result of these amendments a there will be a Balance Forward of **$142,224.71**.

Reserve Fund:

Revenues:

- Total revenues for the Reserve Fund have increased by **$4,000.00** (from $1,522,195.16 to $1,526,195.16).

Expenditures:

- There is no change in expenditures for the Reserve Fund.

As a result of these amendments a there will be a Balance Forward of **$1,526,195.16**.

TIRZ I Fund:

Revenues:

- Total revenues for the TIRZ I Fund have decreased by **$3,048.87** (from $913,576.73 to $910,527.86).

Expenditures:

- Total expenditures for the TIRZ I Fund have decreased by **$131,200.00** (from $578,700.00 to $447,500.00)

As a result of these amendments a there will be a Balance Forward of **$463,027.86**.

TIRZ II Fund:

Revenues:

- Total revenues for the TIRZ II Fund have increased by **$8,136.52** (from $236,062.60 to $244,199.12).

Expenditures:

- There is no change in expenditures for the TIRZ II Fund.

As a result of these amendments a there will be a Balance Forward of **$244,199.12**.

3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. NOTICE TO COUNTY

The City Secretary has hereby been directed to file this Budget Amendment in the office of the County Clerk in Hays County pursuant to Chapter 102 of the Local Government Code.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication as provided for by law.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the 7th day of September 2021, 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"

	FY 2021 Adopted	FY 2021 Current	Change	Proposed
CITY - GENERAL FUND				
Balance Forward	-	411,619.99	411,619.99	411,619.99
Revenue				
AD Valorem	1,591,317.76	1,631,317.76	40,000.00	1,631,317.76
AV P&I	4,000.00	4,000.00	-	4,636.17
Sales Tax	3,178,074.96	3,514,931.20	336,856.24	3,618,851.00
Mixed Beverage	58,000.00	58,000.00	-	67,500.00
Alcohol Permits	5,000.00	5,000.00	-	5,000.00
Fire Inspections	10,000.00	10,000.00	-	10,000.00
Bank Interest	35,000.00	35,000.00	-	51,000.00
Development Fees:				
- Subdivision	622,200.00	622,200.00	-	500,000.00
- Site Dev	194,900.00	194,900.00	-	378,280.35
- Zoning/Signs/Ord	65,000.00	65,000.00	-	65,000.00
Building Code	1,000,000.00	1,000,000.00	-	1,650,000.00
Transportation	-	-	-	-
Solid Waste	36,000.00	36,000.00	-	39,700.00
Health Permits/Inspections	45,000.00	45,000.00	-	88,000.00
Municipal Court	250.00	250.00	-	-
Other Income	40,000.00	40,000.00	-	60,000.00
TXF from Capital Improvements	208,504.00	-	(208,504.00)	-
TXF DSRP On Call	10,400.00	10,400.00	-	10,400.00
TXF from HOT	-	2,200.00	2,200.00	2,200.00
FEMA Dam Repair	75,000.00	205,967.45	130,967.45	205,967.45
CARES Act	-	124,587.56	124,587.56	124,587.56
Coronavirus Local Fiscal Recovery Funds (CLFRF)	-	-	-	707,181.10
Total	**7,178,646.72**	**8,016,373.96**	**837,727.24**	**9,631,241.38**
Expense				
Supplies	25,000.00	25,000.00	-	25,000.00
Office IT Equipment and Support	44,000.00	66,070.00	22,070.00	101,470.00
Software Purchase, Agreements and Licenses	130,396.00	213,722.96	83,326.96	213,722.96
Website	4,425.00	6,625.00	2,200.00	6,625.00
Communications Network/Phone	25,000.00	25,000.00	-	25,000.00
Miscellaneous Office Equipment	6,000.00	6,000.00	-	6,000.00
Utilities:				
- Street Lights	20,000.00	20,000.00	-	20,000.00
- Streets Water	4,000.00	4,000.00	-	4,000.00
- Office Electric	4,000.00	4,000.00	-	4,300.00
- Office Water	650.00	650.00	-	500.00
- Stephenson Electric	1,500.00	1,500.00	-	1,200.00
- Stephenson Water	500.00	500.00	-	500.00
Transportation:				
- Improvement Projects	367,004.00	367,004.00	-	367,004.00
- Street & ROW Maintenance	175,000.00	175,000.00	-	132,912.75
- Street Improvements	250,000.00	250,000.00	-	-
Office Maintenance/Repairs	10,860.00	10,860.00	-	11,000.00
Stephenson Building & Lawn Maintenance	5,500.00	5,500.00	-	500.00
Maintenance Equipment	9,000.00	9,000.00	-	9,[illegible]0

	FY 2021 Adopted	FY 2021 Current	Change	Proposed
Equipment Maintenance	1,675.00	1,675.00	-	1,675.00
Maintenance Supplies	4,525.00	4,525.00	-	4,525.00
Fleet Acquisition	39,800.00	84,800.00	45,000.00	84,800.00
Fleet Maintenance	13,350.00	13,350.00	-	13,350.00
City Hall Improvements	5,000.00	5,000.00	-	5,000.00
Uniforms	1,575.00	1,575.00	-	1,575.00
Special Projects:				
- Family Violence Ctr	7,000.00	7,000.00	-	7,000.00
- Lighting Compliance	2,000.00	2,000.00	-	2,000.00
- Economic Development	5,000.00	5,000.00	-	5,000.00
- Records Management	1,000.00	1,000.00	-	780.00
- Government Affairs	10,000.00	10,000.00	-	-
- Stephenson Parking Lot Improvements	-	-	-	-
- Stephenson Building Rehabilitation	14,000.00	14,000.00	-	-
- OFR Grant Writer	-	7,500.00	7,500.00	-
- Comprehensive Plan/Future Land Use Map	50,000.00	50,000.00	-	-
- Land Acquisition	10,000.00	65,401.30	55,401.30	65,401.30
- Downtown Bathroom	100,000.00	100,000.00	-	-
Public Safety:				
- Emergency Management Equipment	390.00	390.00	-	2,000.00
- Emergency Equipment Fire & Safety	996.00	996.00	-	996.00
- Emergency Mgt PR	4,000.00	4,000.00	-	2,000.00
- Emergency Equipment Maintenance & Service	6,371.00	18,371.00	12,000.00	12,000.00
- Animal Control	3,400.00	3,400.00	-	3,400.00
Public Relations	5,000.00	5,000.00	-	6,000.00
Postage	3,500.00	3,500.00	-	3,000.00
TML Insurance:				
- Liability	14,769.00	14,769.00	-	17,771.00
- Property	25,034.00	25,034.00	-	32,235.00
- Workers' Comp	22,026.00	22,026.00	-	22,026.00
Dues, Fees, Subscriptions	30,000.00	30,000.00	-	30,000.00
Public Notices	6,000.00	6,000.00	-	6,000.00
City Sponsored Events	5,000.00	5,000.00	-	3,000.00
Election	2,000.00	2,000.00	-	1,540.65
Salaries	1,819,122.12	1,831,548.46	12,426.34	1,831,548.46
Taxes	144,346.84	144,721.46	374.62	144,721.46
Benefits	182,998.14	203,667.92	20,669.78	203,667.92
Retirement	106,661.81	104,589.99	(2,071.82)	104,589.99
DSRP Salaries	324,157.60	315,328.00	(8,829.60)	315,328.00
DSRP Taxes	26,094.06	26,358.19	264.13	26,358.19
DSRP Benefits	44,796.98	44,770.70	(26.28)	44,770.70
DSRP Retirement	18,197.65	18,070.87	(126.78)	18,070.87
Professional Services:				
- Financial Services	60,800.00	125,000.00	64,200.00	119,085.00
- Engineering	70,000.00	70,000.00	-	60,000.00
- Special Counsel and Consultants	74,000.00	74,000.00	-	80,000.00
- Muni Court	15,500.00	15,500.00	-	7,200.00
- Bldg. Inspector	800,000.00	920,000.00	120,000.00	1,320,000.00
- Health Inspector	45,000.00	45,000.00	-	55,[illegible]0

	FY 2021 Adopted	FY 2021 Current	Change	Proposed
- Architectural and Landscape Consultants	5,000.00	5,000.00	-	5,000.00
- Historic District Consultant	3,000.00	3,000.00	-	3,000.00
- Lighting Consultant	1,000.00	1,000.00	-	1,000.00
- Human Resource Consultant	10,000.00	10,000.00	-	5,000.00
Training/CE	38,979.07	38,979.07	-	35,000.00
Code Publication	6,047.00	6,047.00	-	6,047.00
Mileage	2,000.00	2,000.00	-	1,500.00
Miscellaneous Office Expense	10,000.00	10,000.00	-	10,000.00
Bad Debt Expense	5,000.00	5,000.00	-	2,570.66
Contingencies/Emergency Fund	50,000.00	83,023.78	33,023.78	60,000.00
TXF to Reserve Fund	162,328.76	200,000.00	37,671.24	200,000.00
TXF AV to TIF	169,379.41	169,379.41	-	150,185.28
TXF to TIRZ	250,000.00	250,000.00	-	250,000.00
Sales Tax TXF to WWU	635,614.99	635,614.99	-	723,770.20
SPA & ECO D TXF	508,491.97	389,242.00	(119,249.97)	402,000.00
TXF to DSRP	-	43,286.21	43,286.21	43,286.21
TXF to Capital Improvement Fund	-	438,629.33	438,629.33	438,629.33
TXF to Vehicle Replacement Fund	-	-	-	-
Total	**7,064,762.40**	**7,932,501.64**	**867,739.24**	**7,929,138.93**
PARKS - GENERAL FUND				
Revenue				
Sponsorships and Donations	25,000.00	25,000.00	-	13,509.00
City Sponsored Events	-	-	-	-
Programs and Events	48,825.00	-	(48,825.00)	-
Community Service Permit Fees	-	-	-	1,300.00
Aquatics Program Income	33,950.00	33,950.00	-	20,951.94
Pool and Pavilion	13,900.00	13,900.00	-	11,872.00
Park Rental Fees	1,650.00	1,650.00	-	4,500.00
Reimbursement of Utility Costs	-	-	-	4,078.30
TXF from HOT Fund	-	-	-	-
TXF from Parkland Dedication	172,200.00	172,200.00	-	97,000.00
TXF from Parkland Development	-	-	-	-
TXF from Landscaping Fund	6,500.00	6,500.00	-	-
TXF from Contingency Funds	-	12,800.00	12,800.00	12,800.00
TXF from DSRP	-	-	-	
Total Revenue	**302,025.00**	**266,000.00**	**(36,025.00)**	**166,011.24**
Expense				
Other	-	-	-	200.00
Park Consultants	-	-	-	-
Pool Operations	-	-	-	-
Park Supplies	-	-	-	-
Dues Fees and Subscriptions	2,719.06	2,719.06	-	1,543.92
Advertising & Marketing	5,000.00	5,000.00	-	4,723.92
DS Ranch House Furniture & Equipment	-	-	-	-
Total Other	**7,719.06**	**7,719.06**	**-**	**6,467.84**
Public Improvements				

	FY 2021 Adopted	FY 2021 Current	Change	Proposed
All Parks	50,000.00	50,000.00	-	40,000.00
Triangle Improvement	-	-	-	-
Rathgeber Improvements	-	-	-	-
Founders Park	51,700.00	64,500.00	12,800.00	66,247.38
S & R Park	62,000.00	62,000.00	-	5,950.00
Charro Ranch Park	-	-	-	-
DS Ranch Park	8,500.00	-	(8,500.00)	-
Total Improvements	**172,200.00**	**176,500.00**	**4,300.00**	**112,197.38**
Utilities				
Portable Toilets	5,780.00	5,780.00	-	5,000.00
Triangle Electric	650.00	650.00	-	470.00
Triangle Water	475.00	475.00	-	450.00
S&R Park Water	13,000.00	13,000.00	-	20,000.00
SRP Electric	1,200.00	1,200.00	-	1,000.00
FMP Pool/ Pavilion Water	5,000.00	5,000.00	-	5,000.00
FMP Pool//Electricity	6,500.00	6,500.00	-	3,500.00
Pool Phone/Network	1,200.00	1,200.00	-	1,200.00
FMP Pool Propane	-	-	-	5,097.87
DS Ranch Park Electricity	900.00	-	(900.00)	150.00
DS Ranch Park Phone/Network	5,700.00	-	(5,700.00)	400.00
DS Ranch Park Septic	750.00	-	(750.00)	-
Total Utilities	**41,155.00**	**33,805.00**	**(7,350.00)**	**42,267.87**
Maintenance				
General Maintenance (All Parks)	250.00	250.00	-	550.00
Trail Washout repairs	500.00	500.00	-	-
Equipment Rental	1,000.00	1,000.00	-	-
Founders Park/Pool	17,250.00	17,250.00	-	24,000.00
S&R	14,020.00	14,020.00	-	27,000.00
Charro Ranch Park	10,945.00	10,945.00	-	12,500.00
Triangle/ Veteran's Memorial Park	800.00	800.00	-	800.00
DSRP	25,079.00	-	(25,079.00)	-
Total Maintenance	**69,844.00**	**44,765.00**	**(25,079.00)**	**64,850.00**
Supplies				
General Parks	4,000.00	4,000.00	-	2,500.00
Charro Ranch Supplies	200.00	200.00	-	50.00
Founders Park Supplies	10,375.00	10,375.00	-	11,980.00
Program and Events	2,200.00	-	(2,200.00)	1,627.00
DSRP & Ranch House Supplies	2,603.00	-	(2,603.00)	-
S&R Supplies	200.00	200.00	-	-
Total Supplies	**19,578.00**	**14,775.00**	**(4,803.00)**	**16,157.00**
Program Staff				
Camp Staff	33,105.00	-	(33,105.00)	-
Program Event Staff	-	-	-	-
Aquatics Staff	72,308.26	72,308.26	-	72,308.26
Total Staff Expense	**105,413.26**	**72,308.26**	**(33,105.00)**	**72,[illegible]6**

	FY 2021 Adopted	FY 2021 Current	Change	Proposed
Total Parks Expenditures	**415,909.32**	**349,872.32**	**(66,037.00)**	**314,248.35**
FOUNDERS DAY - GENERAL FUND				
Balance Fwd	26,392.83	19,607.04	(6,785.79)	19,607.04
Revenue				
Craft booths/Business Booths	6,500.00	-	(6,500.00)	-
Food booths	1,100.00	-	(1,100.00)	-
BBQ cookers	4,600.00	-	(4,600.00)	-
Carnival	9,500.00	-	(9,500.00)	-
Parade	3,750.00	-	(3,750.00)	-
Sponsorship	63,600.00	-	(63,600.00)	-
Parking concession	1,700.00	-	(1,700.00)	-
Electric	2,400.00	-	(2,400.00)	-
Misc	-	-	-	-
Total	**119,542.83**	**19,607.04**	**(99,935.79)**	**19,607.04**
Expense				
Publicity	8,500.00	293.52	(8,206.48)	293.52
Porta-Potties	6,500.00	-	(6,500.00)	-
Security	20,000.00	-	(20,000.00)	-
Barricades/Traffic Plan	19,874.00	-	(19,874.00)	-
Bands/Music/Sound	15,000.00	-	(15,000.00)	-
Clean Up	4,600.00	-	(4,600.00)	-
Postage/Supplies/Misc.	7,000.00	-	(7,000.00)	-
Sponsorship	5,000.00	-	(5,000.00)	-
Parade	650.00	-	(650.00)	-
Tent, Tables & Chairs	4,500.00	-	(4,500.00)	-
Electricity	1,800.00	-	(1,800.00)	-
FD Electrical Setup	4,600.00	-	(4,600.00)	-
Contingencies	21,518.83	19,313.52	(2,205.31)	-
Total expenses	**119,542.83**	**19,607.04**	**(99,935.79)**	**293.52**
Balance Fwd	**-**	**-**	**-**	**19,313.52**
CONSOLIDATED GENERAL FUND				
Revenue				
City	7,178,646.72	8,016,373.96	837,727.24	9,631,241.38
Parks	302,025.00	266,000.00	(36,025.00)	166,011.24
Founders	119,542.83	19,607.04	(99,935.79)	19,607.04
Total	**7,600,214.55**	**8,301,981.00**	**701,766.45**	**9,816,859.66**
Expense				
City	7,064,762.40	7,932,501.64	867,739.24	7,929,138.93
Parks	415,909.32	349,872.32	(66,037.00)	314,248.35
Founders	119,542.83	19,607.04	(99,935.79)	293.52
Total Expense	**7,600,214.55**	**8,301,981.00**	**701,766.45**	**8,243,680.80**
Balance Fwd	**-**	**-**	**-**	**1,573,178.86**

DRIPPING SPRINGS FARMERS MARKET

	FY 2021 Adopted	FY 2021 Current	Change	Proposed
Balance Forward	34,519.84	35,926.28	1,406.44	35,926.28
Revenue				
FM Sponsor	1,000.00	1,000.00	-	50.00
Grant Income	1,000.00	1,000.00	-	-
Booth Space	24,698.00	26,500.00	1,802.00	42,000.00
Applications	1,482.00	1,482.00	-	1,590.00
Interest Income	449.22	449.22	-	550.00
Market Event	300.00	300.00	-	-
Total	**63,449.06**	**66,657.50**	**3,208.44**	**80,116.28**
Expense				
Advertising	5,000.00	2,600.00	(2,400.00)	-
Market Manager	29,278.08	29,278.08	-	25,778.08
Market Specialist	-	4,050.00		4,050.00
Payroll Tax Expense	2,401.77	2,837.61	435.84	2,569.85
DSFM Benefits	-	-	-	-
Retirement	1,762.54	1,762.54	-	1,551.84
Entertainment& Activities	1,000.00	1,000.00	-	1,000.00
Dues Fees & Subscriptions	200.00	200.00	-	125.00
Market Event	500.00	500.00	-	-
Training	200.00	200.00	-	150.00
Office Expense	200.00	200.00	-	150.00
Supplies Expense	400.00	400.00	-	400.00
Other Expense	100.00	100.00	-	100.00
Capital Fund	22,406.67	22,406.67	-	22,406.37
Contingency Fund	-	-	-	-
Total Expense	**63,449.06**	**65,534.90**	**2,085.84**	**58,281.14**
Balance Forward	**-**	**1,122.60**	**1,122.60**	**21,835.14**
PARKLAND DEDICATION FUND				
Balance Forward	140,130.98	133,535.25	(6,595.73)	133,535.25
Revenue				
Parkland Fees	80,000.00	80,000.00	-	77,239.47
Total Revenue	**220,130.98**	**213,535.25**	**(6,595.73)**	**210,774.72**
Expense				
Park Improvements	172,200.00	172,200.00	-	97,000.00
TXF to AG Facility	-	-	-	-
Master Naturalists	-	-	-	-
Total Expenses	**172,200.00**	**172,200.00**	**-**	**97,000.00**
Balance Forward	**47,930.98**	**41,335.25**	**(6,595.73)**	**113,774.72**
PARKLAND DEVELOPMENT FUND				
Balance Forward	-	-	-	-
Revenue				
Parkland Development Fees	-	-	-	-
Total Revenue	**-**	**-**	**-**	**-**

	FY 2021 Adopted	FY 2021 Current	Change	Proposed
Expense				
Transfer to Parks	-	-	-	-
Total Expenses	-	-	-	-
Balance Forward	-	-	-	-
AG FACILITY FUND				
Balance Fwd	-	5,425.00	5,425.00	5,425.00
Revenue				
Ag Facility Fees	25,760.00	25,760.00	-	14,525.00
Total Revenues	**25,760.00**	**31,185.00**	**5,425.00**	**19,950.00**
Expense				
TXF to DSRP	25,760.00	31,185.00	5,425.00	19,950.00
Total Expense	**25,760.00**	**31,185.00**	**5,425.00**	**19,950.00**
Balance Fwd	-	-	-	-
LANDSCAPING FUND				
Balance Fwd	100,376.77	112,260.55	11,883.78	112,260.55
Revenue				
Tree Replacement Fees	-	-	-	-
Total Revenues	**100,376.77**	**112,260.55**	**11,883.78**	**112,260.55**
Expense				
Sports and Rec Park	2,000.00	2,000.00	-	-
DSRP	-	-	-	2,500.00
FMP	2,000.00	2,000.00	-	-
Charro	12,000.00	12,000.00	-	-
Historic District	-	-	-	-
Professional Services	-	-	-	-
City Hall Lawn and Tree Maintenance	1,500.00	1,500.00	-	1,500.00
Total Expense	**17,500.00**	**17,500.00**	**-**	**4,000.00**
Balance Fwd	**82,876.77**	**94,760.55**	**11,883.78**	**108,260.55**
SIDEWALK FUND				
Balance Fwd	-	-	-	-
Revenue				
Fees	-	16,056.00	16,056.00	16,056.00
Total Revenues	**-**	**16,056.00**	**16,056.00**	**16,056.00**
Expense				
Expense	-	-	-	-
Total Expense	**-**	**-**	**-**	**-**
Balance Fwd	**-**	**16,056.00**	**16,056.00**	**16,056.00**
DRIPPING SPRINGS RANCH PARK OPERATING FUND				
Balance Forward	50,492.47	9,321.61	(41,170.86)	9,321.61
Revenue				

	FY 2021 Adopted	FY 2021 Current	Change	Proposed
Stall Rentals	22,000.00	22,000.00	-	30,639.00
RV/Camping Site Rentals	18,000.00	18,000.00	-	13,730.00
Facility Rentals	112,000.00	112,000.00	-	57,074.50
Equipment Rental	5,000.00	5,000.00	-	8,218.00
Sponsored Events	89,000.00	89,000.00	-	47,110.00
Merchandise Sales	15,000.00	15,000.00	-	20,882.50
Riding Permits	10,000.00	10,000.00	-	10,000.00
Staff & Misc Fees	4,000.00	4,000.00	-	4,278.40
Cleaning Fees	10,000.00	10,000.00	-	4,425.00
General Program and Events	-	48,825.00	48,825.00	88,500.00
Other Income	1,000.00	1,000.00	-	7,700.00
Interest	1,000.00	1,000.00	-	
TXF from Ag Facility	25,760.00	25,760.00	-	19,950.00
TXF from HOT	67,275.62	67,275.62	-	82,275.62
TXF for RV/ Parking Lot HOT	50,000.00	50,000.00	-	50,000.00
TXF from General Fund	-	43,286.21	43,286.21	43,286.21
TXF from Landscape Fund	-	-	-	2,500.00
Total Revenue	**480,528.09**	**531,468.44**	**50,940.35**	**499,890.84**
Expense				
Advertising	700.00	700.00	-	466.00
Office Supplies	5,100.00	5,100.00	-	10,100.00
Postage	-	-	-	11.00
DSRP On Call	10,400.00	10,400.00	-	10,400.00
Camp Staff	-	33,105.00	33,105.00	36,000.00
Network and Communications	12,000.00	19,503.00	7,503.00	19,503.00
Sponsored Events	49,000.00	49,000.00	-	25,375.00
Supplies and Materials	30,000.00	27,800.00	(2,200.00)	26,600.00
Ranch House Supplies	-	550.00	550.00	200.00
Dues, Fees and Subscriptions	5,983.44	5,983.44	-	3,854.00
Mileage	500.00	500.00	-	250.00
Equipment	10,300.00	10,300.00	-	-
House Equipment	-	250.00	250.00	100.00
Equipment Rental	1,000.00	1,000.00	-	1,000.00
Equipment Maintenance	25,000.00	25,000.00	-	25,000.00
Portable Toilets	-	-	-	780.00
Electric	60,000.00	60,900.00	900.00	65,000.00
Water	10,000.00	10,000.00	-	8,500.00
Septic	-	750.00	750.00	750.00
Propane/Natural Gas	3,000.00	3,000.00	-	2,000.00
On Call Phone	2,000.00	2,000.00	-	2,000.00
Alarm	1,080.00	1,080.00	-	6,200.00
Stall Cleaning & Repair	2,000.00	2,000.00	-	-
Training and Education	5,000.00	5,000.00	-	1,000.00
Programing Expenses	-	2,200.00	2,200.00	21,000.00
Other Expense	20,500.00	20,500.00	-	5,000.00
Improvements	26,000.00	34,500.00	8,500.00	28,250.00
Tree Planting	-	-	-	-
Contingencies	50,000.00	50,000.00	-	37,[illegible]0

	FY 2021 Adopted	FY 2021 Current	Change	Proposed
Fleet Acquisition	42,568.00	42,568.00	-	51,000.00
Fleet Maintenance	2,500.00	2,500.00	-	2,500.00
General Maintenance and Repair	60,000.00	60,000.00	-	55,000.00
Grounds and General Maintenance	-	10,229.00	10,229.00	20,000.00
House Maintenance	-	14,850.00	14,850.00	16,250.00
HCLE	13,200.00	13,200.00	-	5,000.00
Merchandise	7,000.00	7,000.00	-	11,200.00
RV/Parking Lot	-	-	-	-
TXF to Vehicle Replacement Fund	-	-	-	-
Total Expenses	**454,831.44**	**531,468.44**	**76,637.00**	**497,789.00**
Total Bal Fwd	**25,696.65**	**-**	**(25,696.65)**	**2,101.84**
HOTEL OCCUPANCY TAX FUND				
Balance Fwd	29,000.00	71,993.41	42,993.41	71,993.41
Revenues			-	
Hotel Occupancy Tax	400,000.00	450,000.00	50,000.00	552,429.77
Interest	1,500.00	1,500.00	-	1,500.00
Total	**430,500.00**	**523,493.41**	**92,993.41**	**625,923.18**
Expenses				
Advertising	500.00	5,700.00	5,200.00	5,700.00
Christmas Lighting Displays	12,104.38	12,104.38	-	12,104.38
City Sponsored Events	-	-	-	
Historic Districts Marketing	9,000.00	9,000.00	-	8,514.40
Signage	8,500.00	11,912.66	3,412.66	11,912.66
Dues and Fees	6,000.00	7,712.50	1,712.50	7,713.00
TXF to Debt Service	92,410.00	92,410.00	-	92,410.00
RV/ Parking Lot	50,000.00	50,000.00	-	50,000.00
TXF to General Fund	-	2,200.00	2,200.00	2,200.00
TXF to Event Center	67,285.62	67,285.62	-	82,285.62
Grants	184,700.00	222,771.25	38,071.25	233,771.25
Total expenses	**430,500.00**	**481,096.41**	**50,596.41**	**506,611.31**
Balance Fwd	**-**	**42,397.00**	**42,397.00**	**119,311.87**
WASTEWATER UTILITY FUND				
Balance Fwd	5,000,000.00	5,744,421.16	744,421.16	5,744,421.16
Revenue				
TXF from TWDB	8,795,000.00	8,795,000.00	-	1,530,573.00
Wastewater Service	794,112.60	794,112.60	-	900,990.97
Late Fees/Rtn check fees	4,000.00	4,000.00	-	9,800.00
Portion of Sales Tax	635,614.99	635,614.99	-	723,770.20
Delayed Connection Fees	159,200.00	159,200.00	-	150,250.00
Line Extensions	-	-	-	-
Solid Waste	-	-	-	-
PEC	120,000.00	120,000.00	-	140,000.00
ROW Fees	15,000.00	15,000.00	-	6,250.00
Cable	134,500.00	134,500.00	-	140,[illegible]0

	FY 2021 Adopted	FY 2021 Current	Change	Proposed
TX Gas Franchise Fees	3,000.00	3,000.00	-	3,000.00
Transfer fees	3,500.00	3,500.00	-	8,970.00
Over use fees	66,068.31	66,068.31	-	92,500.26
Reuse Fees	-	-	-	-
FM 150 WWU Line Reimbursement	-	60,000.00	60,000.00	-
Interest	45,000.00	45,000.00	-	70,000.00
Other Income	35,000.00	35,000.00	-	142,000.00
Water Income	1,742.76	1,742.76	-	-
Total Revenues	**15,811,738.66**	**16,616,159.82**	**804,421.16**	**9,662,525.59**
Expense				
Administrative and General Expense:				
- Administrative/Billing Expense	110,400.00	110,400.00	-	116,000.00
- Legal Fees	30,000.00	30,000.00	-	90,000.00
- Auditing	10,000.00	10,000.00	-	10,000.00
- Regulatory Expense	3,500.00	3,500.00	-	2,440.26
- Planning and Permitting	50,000.00	50,000.00	-	59,000.00
Engineering:				
- Engineering & Surveying	-	-	-	-
- Construction Phase Services HR TEFS 1873-001	30,000.00	30,000.00	-	33,000.00
- Misc Planning/Consulting 1431-001	7,500.00	25,000.00	17,500.00	25,000.00
- 2nd Amendment CIP 1881-001	5,000.00	5,000.00	-	-
- Sewer Planning CAD 1971-001	25,000.00	25,000.00	-	6,000.00
- Water Planning 1982-001	10,000.00	10,000.00	-	-
- FM 150 WWU Line 1989-001	-	60,000.00	60,000.00	-
- Parallel West Interceptor Design& Cost	150,000.00	150,000.00	-	-
- Caliterra Plan Review & construction Phase Services 19	-	-	-	-
- HR Treated Effluent Fill Station 1873-001	-	-	-	18,000.00
- TLAP Renewal application	3,000.00	3,000.00	-	3,000.00
Dues, Fees and Subscriptions	-	-	-	200.00
TXF to Water Fund	12,000.00	12,000.00	-	12,000.00
TXF to Vehicle Replacement Fund	-	-	-	-
Operations and Maintenance:				
- Routine Operations	80,000.00	80,000.00	-	80,000.00
- Non Routine Operations	50,000.00	175,000.00	125,000.00	175,000.00
- System Maintenance & Repair	20,000.00	20,000.00	-	10,000.00
- Chlorinator Maintenance	2,500.00	2,500.00	-	1,000.00
- Chlorinator Alarm	1,000.00	1,000.00	-	1,000.00
- Odor Control	12,500.00	12,500.00	-	12,500.00
- Meter Calibrations	700.00	700.00	-	700.00
- Lift Station Cleaning	9,000.00	9,000.00	-	9,000.00
- Jet Cleaning Collection lines	15,000.00	15,000.00	-	15,000.00
- Drip Field Lawn Maintenance	10,000.00	10,000.00	-	10,000.00
- Drip Field Maint & Repairs	20,000.00	20,000.00	-	15,000.00
- Lift Station repairs	20,000.00	40,000.00	20,000.00	40,000.00
- WWTP Repairs/Pump Repairs	32,500.00	50,000.00	17,500.00	51,248.04
- Chemicals	8,000.00	8,000.00	-	8,000.00
- Electricity	45,000.00	45,000.00	-	62,259.16
- Laboratory Testing	25,000.00	25,000.00	-	25,[illegible]0

	FY 2021 Adopted	FY 2021 Current	Change	Proposed
- Sludge Hauling	80,000.00	80,000.00	-	80,000.00
- Phone/Network	6,000.00	6,500.00	500.00	6,500.00
- Supplies	10,000.00	10,000.00	-	6,000.00
- Equipment	4,000.00	4,000.00	-	4,000.00
- Fleet Acquisition	-	-	-	-
- Fleet Maintenance	-	-	-	-
- Fuel	-	-	-	-
- Wastewater Flow Measurement	9,000.00	9,000.00	-	9,000.00
Other Expense	5,000.00	5,000.00	-	12,000.00
Uniforms	-	-	-	-
Training	-	-	-	-
Dispatch	-	-	-	-
Salaries	-	-	-	-
Taxes	-	-	-	-
Benefits	-	-	-	-
Retirement	-	-	-	-
On Call	-	-	-	-
Capital Projects:				
- Road Reconstruction	10,000.00	10,000.00	-	1,000.00
- HRTreated Effluent Fill Station	125,000.00	125,000.00	-	-
- Parallel West Interceptor	1,600,000.00	1,600,000.00	-	-
Other:				
- Reimbursement to Caliterra Oversize of West Intercepto	500,000.00	500,000.00	-	-
TWDB Engineering:				
- West Interceptor, SC, LS, FM and TE line 1950-001	250,000.00	250,000.00	-	200,000.00
- East Interceptor 1951-001	100,000.00	100,000.00	-	100,000.00
- Effluent HP 1952-001	125,000.00	125,000.00	-	10.00
- Reclaimed Water Facility 1953-001	-	-	-	-
- WWTP Design Assistance	75,000.00	75,000.00	-	37,500.00
- So Regional WW System Exp P&M 1923-001	40,000.00	40,000.00	-	40,000.00
Miscellaneous:				
- Consultants and Legal	680,000.00	680,000.00	-	650,000.00
TWDB Capital Projects:				
- West Interceptor, So Collector and LS and FM	2,000,000.00	2,000,000.00	-	-
- East Interceptor	25,000.00	25,000.00	-	-
- Effluent Holding Pond	1,500,000.00	1,500,000.00	-	-
- WWTP	4,000,000.00	4,000,000.00	-	-
Total Expense	**11,941,600.00**	**12,182,100.00**	**240,500.00**	**2,036,357.46**
Balance Forward	**3,870,138.66**	**4,434,059.82**	**563,921.16**	**7,626,168.13**
WATER				
Revenue				
TXF from Wastewater Fund	12,000.00	12,000.00	-	12,000.00
Total Revenue	**12,000.00**	**12,000.00**	**-**	**12,000.00**
Expense				
Operating and Maintenance	12,000.00	12,000.00	-	12,000.00
Total Expense	**12,000.00**	**12,000.00**	**-**	**12,000.00**

	FY 2021 Adopted	FY 2021 Current	Change	Proposed
Balance Forward	-	-	-	-
TWDB FUND				
Balance Forward	1,000.00	787.27	(212.73)	787.27
Revenues	8,795,000.00	8,795,000.00	-	1,530,573.00
Interest	500.00	500.00	-	6.00
Total revenue	**8,796,500.00**	**8,796,287.27**	**(212.73)**	**1,531,366.27**
Expenses				
Escrow Fees	1,000.00	300.00	(700.00)	300.00
Expenses	8,795,000.00	8,795,000.00	-	1,530,573.00
Total Expenses	**8,796,000.00**	**8,795,300.00**	**(700.00)**	**1,530,873.00**
Balance Forward	**500.00**	**987.27**	**487.27**	**493.27**
IMPACT FUND				
Bal Fwd	2,638,325.17	3,089,768.25	451,443.08	3,089,768.25
Revenue				
Impact Fees	242,560.00	242,560.00	-	1,211,507.71
Impact Fee Deposits	-	-	-	-
Interest Income	25,000.00	25,000.00	-	28,000.00
Total	**2,905,885.17**	**3,357,328.25**	**451,443.08**	**4,329,275.96**
Expense				
TXF to Debt Service 2015	733,288.20	733,288.20	-	733,288.20
TXF to Debt Service 2019	958,553.00	958,553.00	-	958,553.00
Total expense	**1,691,841.20**	**1,691,841.20**	**-**	**1,691,841.20**
Total Bal Fwd	**1,214,043.97**	**1,665,487.05**	**451,443.08**	**2,637,434.76**
DEBT SERVICE FUND 2015				
Bal Fwd	841,062.67	845,567.04	4,504.37	845,567.04
Revenue				
TXF from Impact Fund	733,288.20	733,288.20	-	733,288.20
Interest	8,000.00	8,000.00	-	12,000.00
Total Revenue	**1,582,350.87**	**1,586,855.24**	**4,504.37**	**1,590,855.24**
Expenses				
Debt Payment 2015	729,182.20	729,182.20	-	729,182.20
Total Expense	**729,182.20**	**729,182.20**	**-**	**729,182.20**
Balance Fwd	**853,168.67**	**857,673.04**	**4,504.37**	**861,673.04**
DEBT SERVICE FUND 2013				
Bal Fwd	95,372.15	96,177.92	805.77	96,177.92
Revenue				
TXF from HOT	92,410.00	92,410.00	-	92,410.00
Interest	1,200.00	1,200.00	-	1,[illegible]0

	FY 2021 Adopted	FY 2021 Current	Change	Proposed
Total	**188,982.15**	**189,787.92**	**805.77**	**190,287.92**
Expense				
Tax Series 2013	90,107.50	90,107.50	-	90,107.50
Total Expenses	**90,107.50**	**90,107.50**	**-**	**90,107.50**
Balance Fwd	**98,874.65**	**99,680.42**	**805.77**	**100,180.42**
DEBT SERVICE FUND 2019				
Bal Fwd	934,598.47	939,303.11	4,704.64	939,303.11
Revenue				
TXF from Impact Fees	958,553.00	958,553.00	-	958,553.00
Interest	2,000.00	2,000.00	-	12,000.00
Total	**1,895,151.47**	**1,899,856.11**	**4,704.64**	**1,909,856.11**
Expense				
Tax Series 2019	933,553.00	933,553.00	-	933,553.00
Total Expenses	**933,553.00**	**933,553.00**	**-**	**933,553.00**
Balance Fwd	**961,598.47**	**966,303.11**	**4,704.64**	**976,303.11**
PEG FUND				
Balance Fwd	105,777.27	112,632.00	6,854.73	112,632.00
Revenues				
TWC	27,200.00	27,200.00	-	28,192.71
Interest Income	1,200.00	1,200.00	-	1,400.00
Total Revenues	**134,177.27**	**141,032.00**	**6,854.73**	**142,224.71**
Expense	**-**	**-**	**-**	**-**
Balance Fwd	**134,177.27**	**141,032.00**	**6,854.73**	**142,224.71**
RESERVE FUND				
Balance Fwd	1,303,727.01	1,310,195.16	6,468.15	1,310,195.16
Revenue				
TXF from General Fund	125,000.00	200,000.00	75,000.00	200,000.00
Interest	12,000.00	12,000.00	-	16,000.00
Total	**1,440,727.01**	**1,522,195.16**	**81,468.15**	**1,526,195.16**
Expense				
Expense	-	-	-	-
Total Expense	**-**	**-**	**-**	**-**
Balance Fwd	**1,440,727.01**	**1,522,195.16**	**81,468.15**	**1,526,195.16**
TIRZ 1				
Balance Forward	183,286.56	371,479.73	188,193.17	371,479.73
Revenues				
City AV	88,602.29	88,602.29	-	86,476.72
County AV	183,794.71	183,794.71	-	191,[illegible]8

	FY 2021 Adopted	FY 2021 Current	Change	Proposed
City for GAP Escrow	250,000.00	250,000.00	-	250,000.00
Interest Income	500.00	500.00	-	6,200.00
EPS Reimbursements	19,200.00	19,200.00	-	4,516.13
Total Revenue	**725,383.56**	**913,576.73**	**188,193.17**	**910,527.86**
Expense				
TIRZ Expense				
Project Management/Misc Costs	75,500.00	75,500.00	-	50,000.00
Project Administration P3 Works	35,000.00	35,000.00	-	25,000.00
Legal Fees	20,000.00	20,000.00	-	20,000.00
EPS	30,000.00	30,000.00	-	5,000.00
MAS	22,500.00	22,500.00	-	22,500.00
HDR	120,700.00	120,700.00	-	50,000.00
TJKM - Grant Writing	-	-	-	-
Buie - PR				
Misc Consulting	25,000.00	25,000.00	-	25,000.00
Creation Cost Reimbursements	-	-	-	-
TXF to GAP Escrow	250,000.00	250,000.00	-	250,000.00
Total Expense	**578,700.00**	**578,700.00**	**-**	**447,500.00**
Balance Forward	**146,683.56**	**334,876.73**	**188,193.17**	**463,027.86**
TIRZ 2				
Balance Forward	126,995.25	38,321.60	(88,673.65)	38,321.60
Revenue				
Interest Income	200.00	200.00	-	900.00
City AV	64,722.91	64,722.91	-	63,708.56
County AV	132,818.09	132,818.09	-	141,268.96
Total Revenue	**324,736.25**	**236,062.60**	**(88,673.65)**	**244,199.12**
Expense				
Creation Cost Reimbursements	-	-	-	-
Total Expense	**-**	**-**	**-**	**-**
Balance Forward	**324,736.25**	**236,062.60**	**(88,673.65)**	**244,199.12**

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Shawn Cox, Finance Director/City Treasurer

Council Meeting Date: Tuesday, September 7, 2021

Agenda Item Wording: Public hearing and consideration of approval regarding an Ordinance of the City of Dripping Springs, Texas adopting the 2021-2022 Fiscal Year Budget; Finding Municipal Purposes; Authorizing Expenditures.

Agenda Item Requestor:

Summary/Background:

For consideration is an Ordinance Adopting the 2021-2022 Fiscal Year Budget. Included in the packet is a copy of the proposed budget.

The following changes have been made to the proposed budget since it was last presented to Council in August:

General Fund

- Office IT Equipment and Support has been decreased by $6,400.00 due to the purchase of two computers in FY 2021 which were scheduled to be replaced in FY 2022.
- Communication Network/Phone was increased by $3,000.00 to provide City phones for incoming staff.
- Street Improvements was increased by $292,087.25. This was a carryover from FY 2021.
- TXF AV to TIF was reduced by $ 13,376.81. This reduction is based off of the Certified Appraisal.

Wastewater

- As previously discussed with Council, salary, training, and supplies expenditures have been included in the Wastewater Fund.

TIRZ I & II

- City AV revenues were reduced by $ 9,745.6 (TIRZ I) and $ 3,631.2 (TIRZ II). These expenditures are based on Certified appraisals.

Commission Recommendations:

Recommended Council Actions:

Attachments:

- Ordinance No. 2021-XXXX – FY 2021-2022 Budget Ordinance
- Attachment "A" (Proposed FY 2021-2022 Budget)

Next Steps/Schedule:

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2021-____

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, ENACTING THE MUNICIPAL BUDGET FOR FISCAL YEAR 2021-2022; FUNDING MUNICIPAL PURPOSES; AUTHORIZING EXPENDITURES; PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; FILING OF BUDGET; REPEALER; SEVERABILITY; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to enact and otherwise approve the City's budget for Fiscal Year 2021-2022; and

WHEREAS, the new fiscal year commences for the City of Dripping Springs ("City") on October 1, 2021; and

WHEREAS, the City Council finds that the proposed Budget is for legitimate municipal purposes, and thus is statutorily authorized by Texas Local Government Code Chapter 102 of the Local Government Code; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, pursuant to Texas Local Government Code Section 101.002, the City Council may manage and control the finances of the municipality; and

WHEREAS, the City Council finds that is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt an ordinance establishing a budget for the upcoming fiscal year; and

WHEREAS, the City has satisfied all statutory requirements for public notices and public hearings regarding the attached budget.

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

The City's budget for Fiscal Year 2021-2022 shall read in accordance with *Attachment "A",* which is attached hereto and incorporated into this Ordinance for all purposes.

3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. FILING THE BUDGET

The City Secretary is hereby directed to file the budget on the website of the City and in the City's official records.

6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication as provided for by law.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code Chapter 551. Notice was also proved as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the 7th day of September 2021, by the following City Council of Dripping Springs roll call vote:

Mayor Pro Tem Manassian	_____	***for***	_____	***against***	_____	***abstain***	_____ ***absent***
Council Member King	_____	***for***	_____	***against***	_____	***abstain***	_____ ***absent***
Council Member Tahuahua	_____	***for***	_____	***against***	_____	***abstain***	_____ ***absent***
Council Member Harris-Allison	_____	***for***	_____	***against***	_____	***abstain***	_____ ***absent***
Council Member Parks	_____	***for***	_____	***against***	_____	***abstain***	_____ ***absent***

CITY OF DRIPPING SPRINGS:

_____

Bill Foulds, Jr., Mayor

ATTEST:

_____

Andrea Cunningham, City Secretary

Attachment "A"

Fiscal Year 2021-2022
Municipal Budget

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Kelly Schmidt, Parks & Community Services Director

Council Meeting Date: September 7, 2021

Agenda Item Wording: Discuss and consider approval of a Special Event Permit Application for the Dripping Springs Pumpkin Fest to take place September 25 through October 31, 2021, at the Dr. Pound Farmstead and Utilizing Founders Memorial Park for Parking and Dumpster and Portable Toilet Placement.

Agenda Item Requestor: Dr. Pound Farmstead/Friends of the Pound House, Dripping Springs Pumpkin Patch, LLC.

Summary/Background: The purpose and business of the event is to offer a family-friendly fund raiser for the Dr. Pound Farmstead and to increase awareness of the Farmstead. The event is titled the "Dripping Springs Pumpkin Fest" which will feature seasonal decorations, photo opportunities, face painting, balloon twisting, live music, pony rides, petting zoo, trackless train rides, games and activities, hay maze and pyramid, seasonal vendors, licensed food trucks, and other attractions commonly associated with fall festivals and/or pumpkin patches, as well as the sale of pumpkins, gourds and concessions. The Term of the event is from September 20, 2021 – November 4, 2021 (daily).

In exchange for the use of the Dr. Pound Farmstead grounds, the event will be donating $20,000 to the organization.

Applicant has contacted the Dripping Springs Youth Sports Association (DSYSA) and has received support and an endorsement from that organization. An email from the umbrella board president Travis Leopold has been received by staff documenting the understanding that there may be parking overlap during the event hours of operations and peak field use by DSYSA.

Applicant estimates that they will have 400 visitors a day between the hours of 10am and 8pm.

Emergency Management Coordinator Roman Baligad reviewed the special event permit application and had concerns over security during peak hours and recommended a traffic control plan be submitted. A traffic control plan and more specific information regarding security plans was submitted and approved.

Recommended Council Actions: Approve with the following condition: verification that the notice to neighbors letter was delivered to properties within 500 feet of Founders Memorial Park and the Dr. Pound Farmstead.

Attachments:

- Pumpkin Fest Event Permit Application
- Certificate of Insurance
- DSYSA Umbrella Board President E-mail
- Letter requesting placement of an additional dumpster & toilet on park property
- Event Site Plan
- Email response to further questions posed by City Administrator
- Dripping Springs Pumpkin Fest, LLC Certificate of Formation Limited Liability Company
- Event Location Agreement between Dripping Springs Pumpkin Fest, LLC and the Dr. Pound Farmstead

Next Steps/Schedule: Notify applicant of City Council decision.

Received
AUG 17 2021
City of Dripping Springs

Application #_____
Date Received_____ Accepted by _____
Date Complete_____ Approved _____ Denied _____
Conditions _____

PERMIT FOR SPECIAL EVENTS ON NON-CITY PROPERTY CITY OF DRIPPING SPRINGS, TEXAS

City Code §6.02.071 requires a permit for a Special Event. Such events can and often do impact surrounding properties and public rights of way, as well as the general health, safety, and welfare of the public. Sponsors of an activity open to the public which can be expected to have fifty (50) or more people in attendance need a permit. A permit applicant must complete the following information prior to being issued a permit and must conform to permit requirements and conditions.

	Applicant	Property Owner
Name	Christopher Dorst + Gretchen Bray	ICO Jenny Pack
Entity (if applicable)	Dripping Springs Pumpkin Fest	Friends of the Pound House Fondation
Mailing Address	402 Teal Lakeway, Tx 78734	419 B. Founders Park Rd, Dripping Springs 78620
Phone	512-940-3798	512-858-2030
Email	gretchen_bray@dell.com	drpoundfarmstead.org
Date	8-17-2021	8-17-2021

All actual events active must be in compliance with the descriptions, disclosures, and other representations of the applicant, and the applicant warrants by the signature below that all material facts are fully described in this permit application and attached submittals. The approval of this permit does not relieve the sponsor, tenant, or owner from abiding by any other law applicable to the use of the property, including but not limited to applicable zoning, or applicable to the conduct of activity during the event. The City's sole action is to deny, approve, or approve with conditions the event as described; and the City is in no way responsible or liable for acts and omissions of the permitted or others associated with the event.

Applicant's Signature: _____ Date: 8/7-2021

Property Owner's Signature: _____ Date: 8-17-21

Property Owner's Signature: _____ Date: _____

Application #_____
Date Received_____ Accepted by _____
Date Complete_____ Approved _____ Denied _____
Conditions _____
_____

PERMIT FOR SPECIAL EVENTS ON NON-CITY PROPERTY CITY OF DRIPPING SPRINGS, TEXAS

City Code §6.02.071 requires a permit for a Special Event. Such events can and often do impact surrounding properties and public rights of way, as well as the general health, safety, and welfare of the public. Sponsors of an activity open to the public which can be expected to have fifty (50) or more people in attendance need a permit. A permit applicant must complete the following information prior to being issued a permit and must conform to permit requirements and conditions.

	Applicant	Property Owner
Name	Christopher Durst Gretchen Bray Will Loconto	City of Dripping Springs
Entity (if applicable)	The friends of the Pound House Foundation	Founders Memorial Park
Mailing Address	402 Teal St 78734	419 Founders park Rd.
Phone	512-940-3798 Gretchen 562-682-7909 - Jenny	512-708-0457 Melanie Blakely
Email	gretchen@drippingspringspumpkinfest.com pioneer@drpoundfarmstead.org	
Date	8-26-2021	8-26-2021

All actual events active must be in compliance with the descriptions, disclosures, and other representations of the applicant, and the applicant warrants by the signature below that all material facts are fully described in this permit application and attached submittals. The approval of this permit does not relieve the sponsor, tenant, or owner from abiding by any other law applicable to the use of the property, including but not limited to applicable zoning, or applicable to the conduct of activity during the event. The City's sole action is to deny, approve, or approve with conditions the event as described; and the City is in no way responsible or liable for acts and omissions of the permitted or others associated with the event.

Applicant's Signature: _____ Date: 8-26-2021

Property Owner's Signature: _____ Date: _____

Property Owner's Signature: _____ Date: _____

INSTRUCTIONS

1) Submit the completed application to the City Administrator at City Hall, 511 Mercer Street, Dripping Springs, Texas 78620 between 8:00 am and 5:00 pm Monday through Friday.
2) The completed application must be submitted **at least thirty (30) days prior to the start of the event** being considered.
3) The applicant will remove all temporary furnishings, fixtures, equipment and signs installed for the event within twenty-four hours of the cessation of the event, unless the applicant shows a good cause for the City Administrator to allow additional time.

Name of the Event	Dripping Springs Pumpkin Fest
Purpose of the Event	Community event & Fund Raiser
Location (Street Address or Property Tax ID)	419-B Founders Park Rd. Dripping Springs, TX 78620
Date(s) of the Event (If this is a recurring event, please attach separate list of dates and times)	Sept 25- Oct 31 2021
Start Time	10am
End Time	8pm
Set-Up Begins	Sept 20, 2021
Clean-Up Ends	Nov 4, 2021
Estimated Attendance	average 400 daily

SPECIAL EVENT PERMIT

Please submit documentation that the Special Event complies with the following standards:

1) Site Plan: Provide a reasonably accurate representation of the boundaries of the site and the location and character of uses of any property abutting the property on which the event is to occur, including ingress and egress of vehicles if applicable. Include items below.

   a. Toilets at least one toilet for each 250 attendees with substantiation that the toilets will be clean, sanitary, functioning, and useable throughout the event.
   b. Hand washing sinks
   c. Parking lawful and sufficient for the anticipated attendance.
   d. Tents (include tent sizes)
   e. Food vendors
   f. Beverage vendors
   g. Alcoholic beverage vendors including type (draft beer, canned beer, or wine) and provide proper TABC permits
   h. Fire extinguishers
   i. Stages or amplified sound
   j. Bleachers
   k. Retail merchants
   l. First Aid and/or EMS
   m. Garbage receptacles
   n. Recycling containers
   o. Location and number of barricades
   p. Trailers, vehicles, storage facilities
   q. Fire lane
   r. Sign or banners with dimensions
   s. Temporary lighting (must be shielded and comply with City Code)
   t. Security
   u. Generator/electricity
   v. Assembly areas

2) Sound Control
   a. Provide evidence of workable plans to mitigate and limit the sound from the event so that the effects of excessive noise are minimized.
   b. Abide by the plans and control excessive noise which occurs despite the plan.
   c. All noise associated with the event shall cease by 10:00 p.m.
   d. Provide voice and music amplification schedule, including start and finish times as well as any sound check times.

   Please note a Hays County Sheriff's Department Deputy or other Peace Officer may determine that noise during a permitted event is offensive to others and may require applicant to stop or reduce activities causing the noise. Also, the City of Dripping Springs may order musical entertainment to cease because it may incite a crowd to become unruly and risks injury.

3) Maintenance and Clean Up: Provide a workable plan for the control of solid waste during the event and a cleanup plan for after the event.

4) Monitoring and security:
   a. Provide a description of the method for monitoring activity and general crowd movement including pedestrian safety, as well as a description of security measures and personnel.
   b. Include at a minimum the placement, duties, and authority of personnel.
   c. Provide owners' and tenants' written authorization. The signatures of the property owner and tenant or other lawful occupant, if different from the owner, or a written affirmation that they are both aware of the event and that they authorize the occurrences.
   d. Provide contacts for nearby occupants and owners.

5) Neighborhood Notification
   a. Contact persons owning and occupying property within 500 feet of the event site and provide Special Event contact information: name, telephone numbers (including cell number available and operating during the event) and hours of special event operation.
   b. Provide documentation to the City of Dripping Springs that the neighbors have been notified.

6) Bond: Provide a bond or other acceptable security of $200.00 to cover the costs attributable to the costs of clean up and repair of nearby streets, other public property, and private property for litter and damage reasonably attributable to event sponsors of attendees. Absent a need to draw down upon the bond, it will be released in full within 48 hours of the event.

7) Proof of Insurance: Provide proof that insurance been obtained to cover this event.

8) License: All itinerant vendors, as defined on the City of Dripping Springs City Code that are participating in the event must have a City of Dripping Springs Itinerant Vendor's License. Contact (512) 858-4725 for license information.

City of Dripping Springs, 8/24/2021

The Dripping Springs Pumpkin Fest is requesting use of Founders Memorial Park property located between Dr Pound Historical Farmstead and the Dripping Springs City Pool off Founder's Park Rd. to place a private rollaway dumpster next to the City's rollaway dumpster that is currently on park property for ease of waste disposal. Proposed dates of request Sept 20-Nov 4. The Dripping Springs Pumpkin Fest will operate: Sept 25- Oct 31.

Additionally, the Dripping Springs Pumpkin Fest is requesting to add an additional portable toilet next to the one that is currently in the park parking lot off Founder's Park Rd. This is a courtesy for both patrons and park visitors.

The location of both the additional rollaway and portable toilet will be cleaned and maintained by the Dripping Springs Pumpkin Fest.

Furthermore, we are requesting shared use of the Founders Memorial Park parking lot for event attendees in addition to street parking. We have listed the City of Dripping Springs as additional insured on our special events insurance policy.

Thank you for your consideration,

Christopher Durst, Will Loconto, and Gretchen Bray

Dripping Springs Pumpkin Fest LLC. (owners/producers)

Direct Contact : 512-940-3798 (Gretchen Bray)

From: Travis Leopold
To: Dr. Pound Farmstead; Christopher Durst; Brian Engel; Mandy Cook; Joe Wright; Kelly Schmidt; Michelle Fischer; Melanie Blakely
Subject: Founders Fall Park Event
Date: Tuesday, August 24, 2021 12:54:24 PM

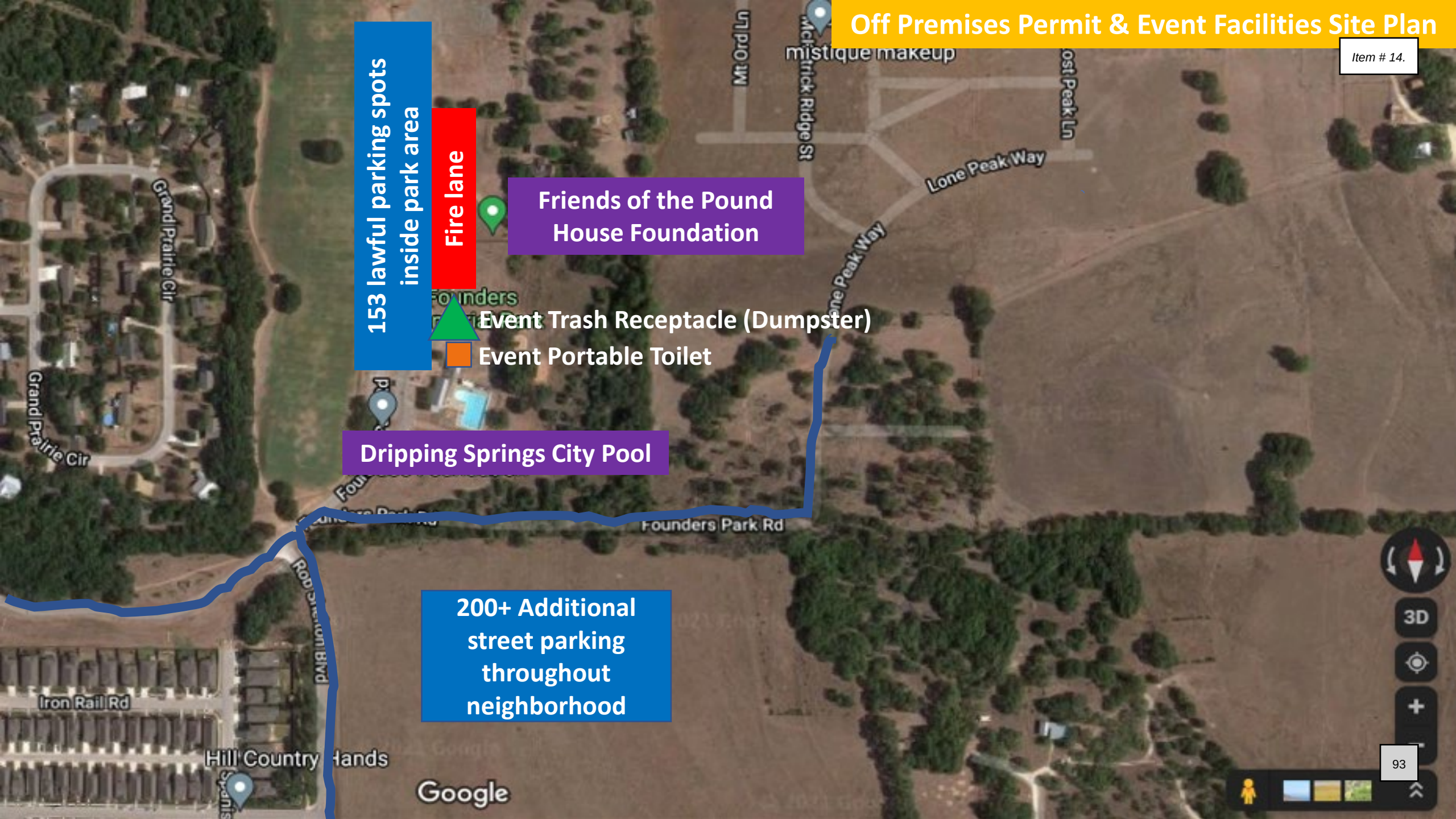
Please accept this email as confirmation DSYSA has discussed the upcoming Founders Fall Park Event with Jenny at the Pound House concerning parking and usage and we are in agreement.

Please let me know if you need any additional information or consent from DSYSA.

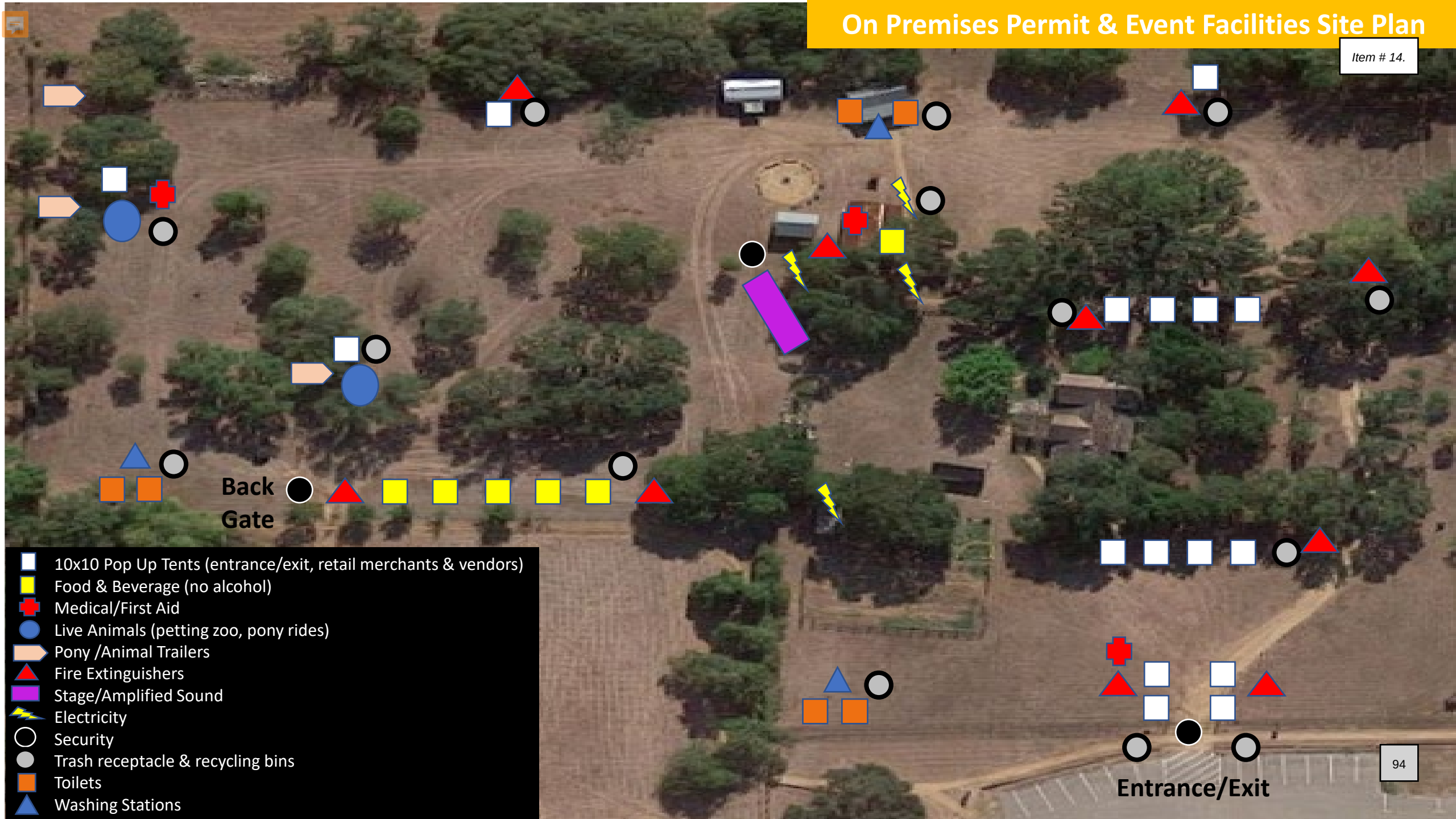
Thank you.

Travis Leopold
DSYSA Umbrella Board President
512.413.0274

Off Premises Permit & Event Facilities Site Plan



On Premises Permit & Event Facilities Site Plan



Sound Control Schedule

Event Times:

- Every Day: Sept 25-Oct 31
- Event Time: 10am-8pm (background music)
- Live Music: 12pm-4pm (acoustic music only)

Sound/Control Measures:

- Stage/PA positioned towards parking lot & wooded areas
- Stage/PA are in excess of 500 feet of any residence – residents within a 500 foot radius of the park are to be notified via flyer found on slide 6.
- Sound will not exceed 75 decibels per Texas Noise ordinance

Background Music:

- Every Day 10am-8pm - Halloween & Family- Friendly playlist via PA
- Low-volume, small range background music

Live Music: (acoustic music only)

- No electric guitars, bass or drums.
- Friday-Sunday (12pm-4pm)

Sound Check Times:

- No soundcheck needed for acoustic performances.

Maintenance/Clean Up Plan

Contact: Gretchen Bray 512-940-3798

Event Cleanup

- Dedicated waste management team
- 8 Yard Roller Bin will be added to immediate area (refer to off premises site plan)
- Daily onsite litter sweeps & trash removal
- Daily offsite cleaning sweeps of parking area
- Will utilize heavy duty bags for trash

- 1 additional portable toilet provided to immediate parking area (refer to off premises site plan)
- 6 toilets (4 portable toilets, 2 venue toilets) & 3 washing stations onsite (refer to the on premises site plan)
- Portable toilets and washing stations will be serviced 2-3 times per week as needed

Post Event Cleanup (Nov 1-4)

- Remove all trash
- Remove Roller Bin
- Remove portable toilets and washing stations
- Litter sweep on & off premises

Monitoring/Security & Neighborhood Notification

Contact: Christopher Durst 512-430-2208

Monitoring /Security

- Activity will be monitored via onsite security system
- Entrance/Exit Security Personnel & Crowd Control
- Personnel, signage and flag lines to direct attendees
- Police presence during peak weekend times

- Operating agreement approved by The Friends of the Pound House Foundation
- Contact Jenny Pack (562) 682-7909 &

Neighborhood Notification:

- Once approved by the City, flyers will be distributed to neighbors within 500 feet of park itself, containing all event details, hours, amplified sound info, and with event owner contact information including names & cell phone number
- See flyer for approval on slide #6 and map of area for flyer to be distributed #7

Dripping Springs Pumpkin Fest Neighborhood Letter

Date:

To: Neighbors within 500 feet of the Dr. Pound Farmstead and Founders Memorial Park
From: Dr. Pound Farmstead & Dripping Springs Pumpkin Fest, LLC.

Re: Notification of Dripping Springs Pumpkin Fest--A kids focused, family friendly event benefitting Friends of the Pound House Foundation

Hello Neighbors,

We are hosting a community event to drive donations and raise awareness for the Friends of the Pound House Foundation. The Dr. Pound Farmstead, the very root of Dripping Springs, is currently undergoing extensive renovations and costly repairs. Therefore, the producers of Dripping Springs Pumpkin Fest have mobilized an effort to bring the community together to help protect and preserve this historical property.

The Dripping Springs Pumpkin Fest will take place Friday, September 25 through Oct 31, 2021, from 10am – 8pm. We welcome you and your family to join us at any time during the event. A low volume, small range PA will be used for amplified sound during the operating hours of the event.

The City of Dripping Springs has issued a Special Event Permit for this event and requires that we notify properties within 500 feet of the Dr. Pound Farmstead and Founders Memorial Park.

If you have any questions or concerns, or would like some complimentary passes, please contact Christopher Durst, Will Loconto, or Gretchen Bray at (512) 940-3798.

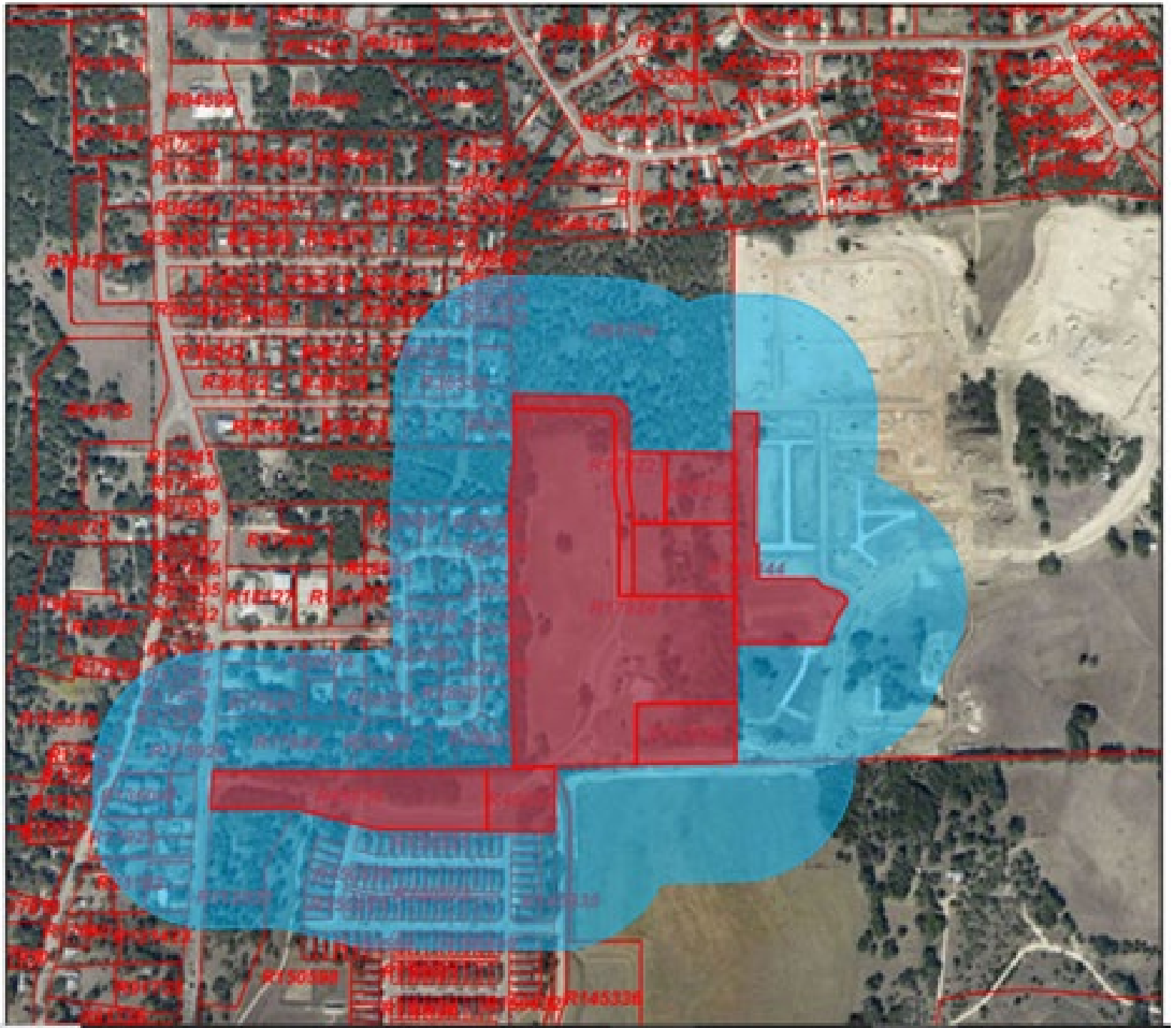
We look forward to meeting you!

Sincerely,

Christopher, Will & Gretchen
The Dripping Springs Pumpkin Fest Team

Founders Memorial Park & Pound House Buffer 500'

Homes located within the blue area below will receive notification letter from slide #6.



Traffic Plan

As requested by the Emergency Management Coordinator, Roman Baligad. After speaking with Constable Ron Hood the following plan has been determined as adequate to support a kids focused, community/charity event that is serving no alcohol.

Weekdays – Mon-Fri:
During the work/school week, the event has had low attendance historically as much of the festival activities happen during the weekend, therefore we don't expect anymore attendance than a sporting event or other park activity during the weekdays between the hours of 5- close. We will have our own employees assisting with parking and helping attendees with loading pumpkins.

Weekends – Sat-Sun:
During the weekends, there are festival-like activities and naturally higher attendance. During past events, peak times are between 12-4. In addition to our own employees assisting with parking and pumpkin assistance, the event will hire (1) off duty deputy, as suggested by Constable Ron Hood, to assist with traffic needs and parking while ensuring the safety of the community.

From: Christopher Durst
To: Melanie Blakely
Cc: Kelly Schmidt; Michelle Fischer; Dr. Pound Farmstead; will@drippingspringspumpkinfest.com; gretchen_bray@dell.com
Subject: RE: Permit for Special Events on non-city property
Date: Tuesday, August 24, 2021 4:49:11 AM
Attachments: 3DS5472-M2945199 Certificate of Insurance - edited.pdf
City of Dripping Springs Parking, Dumpster and Portable toilet letter.docx
Dripping Springs Pumkin Fest Site Plan - Permit submission.pptx
Notice of Event_ Dripping Springs Pumpkin Fest (Sept 25-Oct 31).eml.msg
Re_ Permit for Special Events on non-city property.eml.msg
E9D5778D012F4797A92B762CDF32B9D0.png

Melanie,
Please see our answers to your questions highlighted in yellow below. Also, please find attachments of requested insurance, documents, letters, notifications and updated presentation/site plans. We believe everything is in order and should be submitted to the City Council for approval.

If you have any further questions or concerns, please contact me at 512-940-3798 before 10 am on 8/24/2021.

We are looking forward to hosting this family friendly event in Dripping Springs.
Christopher, Will, & Gretchen

From: Melanie Blakely
Sent: Monday, August 23, 2021 3:57 PM
To: durst.chris@gmail.com
Cc: Kelly Schmidt; Michelle Fischer
Subject: Permit for Special Events on non-city property

Hi Chris,

Following is a list of requests and requirements upon first review of your application:

For your permit application to be considered "complete" and submitted to Council for review and approval it must address the following:

1. City should be listed as a property owner for the event since you intend to use Founder Memorial Park parking.
   We understand. Melanie – Would you please add the City as a property owner to the original application that we have already submitted? Thank you!
2. A letter supporting the event from DSYSA must accompany the application.
   Please see email correspondence between Jenny and Kelly attached. They have been in communication though Mandy from DSYSA is currently ill. We were reassured that this letter wound NOT impede on the permit submission process to City Council.
3. Map indicates all park parking is for event. That is not ok. Park patrons need parking. What is parking plan for when DSYSA is using the park? The intent is to share the parking, NOT to use all of the park's parking. Addionally, there is an abundance of street parking near the park, identified in BLUE on Slide 1 of the presentation. DYSA and The Friends of the Pound House are in talks for an agreed upon plan.
4. Specify on map or in attachment where additional street parking is available. This info is

found on the Site map also located on Slide 1. Street parking is highlighted in BLUE.

5. Are you requesting to use city property for the event portable toilet and dumpster on first map appear to be on city property? Verify. Yes as a courtesy, Dripping Springs Pumpkin Fest would like to place a portable toilet near the one that is currently located on City property for our patrons. As previously discussed, Dripping Springs Pumpkin Fest was told it would be permittable to add a rollaway next to the City's rollaway dumpster.
6. Applicant should submit a letter to the city requesting use of park parking for event and permission to place dumpster, trash receptacles, and portable toilet on city property for event. Letter to City is attached.
7. Applicant needs to submit insurance certificate with the city as the additional insured. The City has been additional insured and attached. City has been added to insurance as additional insured. Certificate attached
8. Need more information on stage. It may require a building inspection. We plan to construct a 1 ft tall platform measuring 10 ft x 20 ft. Just high enough to get the entertainers and equipment off the ground.
9. Verify no tent larger than 10 x 10 feet. Any over that size require a fire inspection. All tents are 10 x10 or smaller
10. Vendors must get itinerant vendor license from city. Applicant should submit a list of vendors to city with contact information. No vendors have been confirmed. All vendors who have contacted us have been notified that they must contact the City of Dripping Springs directly to acquire any and all permits and licenses before we will consider them for our event.
11. What days and hours will vendors operate? Daily 10am – 8 pm. However, food vendors, will only participate Friday-Sunday 10am -8pm
12. Is music amplified? What times? Sounds like "background music" is amplified. Unclear whether "live music" is amplified. Yes, a low volume, small range PA will be used for both background music and live music (these are acoustic ONLY performances, not concert style performances) As noted on the slides, Background music times: 10am-8pm daily. Live music times: 12pm-4pm weekends only
13. Identify fire lane. The fire lane is noted on Slide 1 of the presentation in RED.
14. Will there be signs? Provide information on them. Signs must comply with Sign Ordinance. No signs or banners will be posted off premises
15. Identify people responsible for Maintenance and Clean Up Plan. Maintenance & Clean Up Plan Contact: Gretchen Bray 512-940-3798
16. Identify people responsible for Monitoring/Security Plan. Monitoring /Security Plan Contact: Christopher Durst 512-430-2208
17. Submit evidence of notification of event to Hays County Sheriff's Dept., ESD #6 (Fire), ESD #1 (EMS), Hays County Constable Ron Hood. All mentioned parties have been notified by email, distro has been cc'd and a copy of notification is attached
18. City should approve flyer/letter going to neighbors before it goes out. Provide map showing neighbors to be notified within 500 feet. Flyer should state there will be amplified music and the hours. Why do neighbors need a pass? Is the event not free to enter? Attached Slide presentation contains updated flyer to be approved by city with music times. We have added slide 7 to show map of neighbors to be notified within 500 ft. circled in yellow.
    The event is a ticketed event. Entrance fees and discounts are as follows:
    $5 per person/ week, $10 per person/ weekend
    Daily discounts: Seniors, Veterans, Military and First Responders 50% off, Seniors FREE on Sundays
19. "Police presence during peak weekend times"---what are the times, what specific law enforcement will be present, how many offices? Peak Times 11-4pm SAT and SUN, one officer from the Sheriff's office
20. Provide $200 bond if it has not already been submitted to city. Submitted to Melanie and Confirmed receipt of $200 check.
21. Food vendors must have a food establishment permit from city. Some food vendors may need a fire inspection. No vendors have been confirmed. All vendors who have contacted us have been notified that they must contact the City of Dripping Springs directly to acquire any and all permits and licenses before we will consider them for our event.

The agenda deadline was today, we've put a place-holder on the Council's agenda. Please have your responses to us by 10:00am tomorrow.

Melanie Blakely
Community Services Coordinator
512-708-0457

Form 205
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: $300

Certificate of Formation
Limited Liability Company

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

AUG 12 2021

Corporations Section

Article 1—Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Dripping Springs Pumpkin Fest, LLC

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☐ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Christopher		Durst	
First Name	*M.I.*	*Last Name*	*Suffix*

C. The business address of the registered agent and the registered office address is:

402 Teal	Lakeway	TX	78734
Street Address	*City*	*State*	*Zip Code*

Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

☐ A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

☒ B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

GOVERNING PERSON 1

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

Christopher		Durst	
First Name	*M.I.*	*Last Name*	*Suffix*

OR

IF ORGANIZATION

Organization Name

ADDRESS

402 Teal	Lakeway	TX	78734	
Street or Mailing Address	*City*	*State*	*Country*	*Zip Code*

GOVERNING PERSON 2

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	M.I.	Last Name	Suffix
Gretchen		Bray	

OR

IF ORGANIZATION

Organization Name

ADDRESS

Street or Mailing Address	City	State	Country	Zip Code
402 Teal	Lakeway	TX		78734

GOVERNING PERSON 3

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

First Name	M.I.	Last Name	Suffix
Will		Locanto	

OR

IF ORGANIZATION

Organization Name

ADDRESS

Street or Mailing Address	City	State	Country	Zip Code
6800 Caudill Lane	Austin	TX		78738

Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

1/3 ownership - Christopher Durst

1/3 ownership - Gretchen Bray

1/3 ownership - Will Locanto

Organizer

The name and address of the organizer:

Christopher Durst
Name

402 Trail | Lakeway | TX | 78734
Street or Mailing Address | *City* | *State* | *Zip Code*

Effectiveness of Filing (Select either A, B, or C.)

A. ☒ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: 08/12/21

Signature of organizer

Christopher Durst
Printed or typed name of organizer

CERTIFICATE OF LIABILITY INSURANCE

DATE 0 | Item # 14.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Will Maddux
East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	PHONE (A/C, No, Ext): (530) 477-6521 FAX (A/C, No): E-MAIL ADDRESS: info@theeventhelper.com
INSURED Dripping Springs Pumpkin Fest, LLC Christopher Durst 402 Teal Street Lakeway TX 78734	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Evanston Insurance Company 35378 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR Host Liquor Liability Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		3DS5472-M2945199	09/20/2021 12:01 AM	11/05/2021 12:01 AM	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 1,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19.
Attendance: 400, Event Type: Pumpkin Patch.

CERTIFICATE HOLDER

Dr Pound Historical Farmstead
Friends of the Pound House Foundation
City of Dripping Springs
419 Founders Park Rd
Dripping Springs TX 78620

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Will Maddux

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MARKEL®

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Dr Pound Historical Farmstead Friends of the Pound House Foundation City of Dripping Springs 419 Founders Park Rd Dripping Springs, TX 78620

A. Section **II** – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section **III** – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

EVENT LOCATION AGREEMENT

This location agreement ("Agreement") is entered into effective August 10th, 2021 ("Effective Date"), by and between Dripping Springs Pumpkin Fest, LLC, a Texas limited liability company ("Company"), and The Friends of the Pound House Foundation ("Property"), a tax-exempt 501(c)(3) located at 419-B Founders Park Road, Dripping Springs, Texas 78620.

PROVISIONS

1. *Purpose.* The purpose and business of the Company shall be the production of a family-friendly, fall festival titled the "Dripping Springs Pumpkin Fest" which will feature seasonal decorations, photo opportunities, face painting, balloon twisting, live music, pony rides, petting zoo, trackless train rides, games and activities, hay maze and pyramid, seasonal vendors, licensed food trucks, and other attractions commonly associated with fall festivals and/or pumpkin patches, as well as the sale of pumpkins, gourds and concessions.

2. *Location.* The Location of the Dripping Springs Pumpkin Fest shall be held and conducted on the entire Property grounds, excluding the use of buildings other than the agreed upon staging area, located at 419-B Founders Park Road, Dripping Springs, Texas 78620. Public access to Property dwellings is at the discretion of Property. Property agrees to provide an indoor staging area for production supplies and concessions. Company and Property mutually agree to permit access and use of property to a community garden group during the production term. Furthermore, Company and Property agree to consult each regarding potential third party co-use opportunities during the production term.

3. *Term.* The Company shall host and operate the Dripping Springs Pumpkin Fest on the Property from September 20, 2021 thru November 4, 2021 and continue every year thereafter for a period of five (5) years during the same seasonal period, the last two weeks of September thru the first week of November. This period is necessary for the setup, operation, breakdown, and cleanup of the production. At the conclusion of the first production, Company and Property will have the opportunity to collectively assess the overall impact and benefit of production before committing to the remaining four (4) years of the proposed term. If either the Company or Property elects not to proceed with production after the first year, the parties agree to notify each other in writing within 60 days of their decision.

4. *Schedule of Donation.* Company agrees to donate a total of ($20,000) twenty thousand dollars to the Property for the outdoor use of the entire property located at 419-B Founders Park Road, Dripping Springs, Texas 78620 to host the Dripping Springs Pumpkin Fest for the term of the Agreement. The donation will be distributed over four (4) weeks as follows:

-October 08: $2500 donation w/match (2-4 weeks later) to The Friends of the Pound House 501c3 = $5000

-October 15: $2500 donation w/match (2-4 weeks later) to The Friends of the Pound House 501c3 = $5000
-October 22: $2500 donation w/match (2-4 weeks later) to The Friends of the Pound House 501c3 = $5000
-October 29: $2500 donation w/match (2-4 weeks later) to The Friends of the Pound House 501c3 = $5000

Additional Donations: Credit card "tips" and/or cash donations offered at the entrance and/or exit during check-in or checkout of production will be donated to The Friends of the Pound House. The Property is strongly encouraged to participate in the promotion, marketing, advertising, and/or solicitation of additional donations. Please be advised that we also intend to host similar donation drives for various city municipals and charitable organizations, who, on designated dates, will be the beneficiaries of the credit card "tips" and/or entrance/exit cash donations.

5. *Registered Agents and Office.* The registered agents for the service of process are Christopher Durst, Gretchen Bray, and Will Loconto, and the address is 402 Teal Street, Lakeway, Texas 78734. The principal office of the Company is located at 402 Teal Street, Lakeway, Texas 78734.

6. *Permits.* The Company agrees to work with Dripping Springs city officials to obtain and secure any and all permits that may be required to legally and safely operate said production on the Property.

7. *Insurance.* The Company agrees to obtain a one (1) million-dollar special events insurance policy for the duration of the production term and provide the Property a certificate of insurance listing the Property as a third party insured.

8. *Indemnification.* Property shall be liable hereunder only for its own gross negligence, willful misconduct or bad faith. The Company agrees to indemnify the Property and save it harmless against any and all liabilities, including judgments, costs, and reasonable counsel fees, for anything done or omitted by the Company in the execution of this Agreement, except as a result of the Property's gross negligence, willful misconduct or bad faith.

9. *Force Majeure*. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

10. *Binding Effect*. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns.

11. *Invalidity of Provisions.* If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, in whole or in part, the parties shall be relieved of all obligations arising under that provision, but only to the extent that it is illegal, unenforceable, or void, it being the intent and agreement of the parties that this Agreement shall be deemed amended by modifying that provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objectives.

12. *Governing Law.* This Agreement is governed by and shall be construed in accordance with the laws of the state of Texas.

13. *Enforceability against Company.* This Agreement amends Tex. Bus. Orgs. Code § 101.052(f) such that the Agreement is not enforceable by or against the Company unless the Company, by and though, has signed or otherwise expressly adopted this Agreement in writing.

14. *Entire Agreement.* This Agreement embodies the entire understanding and agreement between the parties concerning the Company and supersedes all prior negotiations, understandings, or agreements in regard thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

X _____ Date: 08/17/21

Christopher Durst / Dripping Springs Pumpkin Fest, LLC

X _____ Date: 8/17/21

Jenny Peck / The Friends of the Pound House Foundation

ADENDUM: The Dripping Springs Pumpkin Fest will cover all electricity costs above and beyond $500.00.

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Emily Nelson, Dripping Springs Ranch Park Manager &
Kelly Schmidt, Parks & Community Services Director

Council Meeting Date: 09/07/2021

Agenda Item Wording: Discuss and consider approval of a Use Agreement between the City of Dripping Springs and Hell Country Productions, Inc. for the use of Dripping Springs Ranch Park grounds to host a Haunted House attraction.

Agenda Item Requestor: Emily Nelson / Aaron Sulser

Summary/Background:

Hell Country Productions, Inc. a registered 501 (c) 3 Non-Profit in the State of Texas has reached out to the City of Dripping Springs Parks and Community Services department to collaborate in the production of a Haunted House attraction. The organization was quickly directed to the DSRP team as that park was the only location in the current park system that could easily host such an event/attraction.

Hell Country Productions, Inc. is proposing to build, maintain, and run a local community haunted attraction. The City of Dripping Springs currently does not have many events around the Halloween season. Aaron Sulser, founder of Hell Country Productions, Inc. has built haunted houses and haunted attractions for over 5 years. Every one of his events and attractions was well received by the community and successfully run adhering and complying with all required safety protocols.

Mr. Sulser expressed that the motivations behind his mission of building haunted attractions center around facilitating pure enjoyment. In his pitch he states, “People love getting scared. They love hanging out with friends and I love providing that type of atmosphere for the community.” He added “I am wanting to host the event at the Dripping Springs Ranch Park as it has the space available for both the attraction and the parking.” Mr. Sulser is hoping that this will be the beginning of an annual Haunt at Dripping Springs Ranch Park during the month of October.

The event will take place the weekend and will run for 4 nights (28, 29, 30, 31) in October. Hours of operation are 7pm-10pm (Thurs & Sun) and 7pm-11pm (Sat & Sun). The attraction will be rated in marketing materials so that community members have a clear understanding that the feature is intended for an audience age of 11 and older (PG-13) and will be scary. Dripping Springs Ranch Park will be hosting a Halloween Movie in the Park on Saturday, October 30 (like the Drive-in Movie PCS staff hosted there in 2020) to offer something fun for younger families.

Dripping Springs Ranch Park Manager Emily Nelson will be overseeing the development of the parking plan and will coordinate with Aaron Sulser and provide direction to him and his staff on how to facilitate adequate event parking and proper traffic control at the site.

In addition to partnering with the Parks and Community Services department to assist in providing an element that achieves the department's mission and generate revenue to support Dripping Springs Ranch Park at 30% of gross ticket sales, Hell Country Productions, Inc. will also be giving 10% of ticket sales (after 30% paid to the Dripping Springs Ranch Park) to Foster Village.

Commission Recommendations: N/a

Recommended Council Actions: Approve as presented with DSRP staff facilitating all operational needs and any additional city requirements pre and post opening of the seasonal attraction/event.

Attachments:

1. Hell Country Productions, Use Agreement
2. Hell Country Productions, Inc. Proposal

Next Steps/Schedule:

1. Procure letter of commitment from Hays County Sherriff or Constable for security at the attraction during hours of operation.
2. Obtain any outstanding documents and plans needed for safe operation.
3. Develop marketing plan roll-out and then begin marketing the attraction working collaboratively with Hell Country Productions, Inc, DSRP staff, and City Marketing/Communications Director.
4. Develop ticket sales build out in Activenet software or other event ticket sales application.

PROFESSIONAL SERVICES CONTRACT AND USE AGREEMENT

This AGREEMENT is made and entered into this, the 7th day of September 2021 by and between the **City of Dripping Springs**, Texas, a municipal corporation (hereinafter referred to as "City"), and **Hell Country Productions, Inc,** a registered Non-Profit in the State of Texas (hereinafter referred to as "Contractor").

PREAMBLE:

WHEREAS, the City desires to offer independent Contractors to provide events and attractions in the parks; and

WHEREAS, the City finds that the contractor assumes all liability and shall be an independent Contractor as related to this agreement; and

WHEREAS, this agreement can be terminated without cause by either party giving thirty (30) days written notice to the other party; and

WHEREAS, the Contractor will provide and operate a Haunted House and Hayride ("attraction") in Dripping Springs Ranch Park; and

WHEREAS, the Contractor will pay the City a park use fee equal to 30% of attraction ticket sales; and

WHEREAS, the City finds that it is in the best interest of the City and its residents to provide life-enriching, seasonal attractions and events at its parks.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Duties.

A. Duties of Contractor.

(1) Build temporary structure to serve as a Haunted House that adheres to approved specifications set forth by the City of Dripping Springs' municipal codes to obtain proper and necessary permits for event. If structure is altered from original proposed/approved submission, Contractor must obtain further City approval of alterations immediately before commencing construction.

(2) Enclose temporary structure with temporary fencing.

(3) Represent the City in a professional manner.

(4) Communicate progress and goals with Dripping Springs Ranch Park Management.

(5) Provide a safe environment for all attraction patrons by adhering to park rules as well

as any rules or laws adopted by Hays County, the City of Dripping Springs, and the State of Texas.

(6) Engage in excellent communication and customer service while working well with the public.

(7) Submit security plan for approval to City Emergency Management Coordinator. Providing proof of retained security during the hours of operation.

(8) Work with City Emergency Management Coordinator and Dripping Springs Ranch Park Management to create an Emergency Action Plan for the attraction.

(9) Provide and operate a Hayride that transports patrons from parking to the Haunted House. City Emergency Management Coordinator and Dripping Springs Ranch Park Management must approve the Hayride vehicle, related equipment, and path.

(10) Address any complaints or concerns from attraction patrons, recording and submitting to Dripping Springs Ranch Park Management any incidents and accidents.

(11) Provide generators for power to the temporary structure.

(12) Contractor will provide volunteers/staffing that will direct attraction patrons to the correct location accommodating event parking.

(13) Contractor will provide at least two (2) portable toilets and one (1) handwashing station. Their locations shall be approved by the Dripping Springs Ranch Park Management.

(14) Contractor will operate the attraction Thursday, October 28 (7pm-10pm), Friday, October 29 (7pm-11pm), Saturday, October 30 (7pm-11pm) and Sunday, October 31 (7pm-10pm) 2021. Flexibility to provide a "soft close" will be provided by on-site attraction staff and city staff to accommodate long lines and facilitate a positive attraction patron experience.

(15) Contractor will adhere to the Traffic Control Plan prepared by the City Engineer for the attraction.

(16) All outdoor lighting and signage shall be provided for review and approved prior to placement on site.

(17) Any additional vendor associated with this event must comply with all city regulations and be approved in writing by the Event Center Manager.

B. Duties of City.

(1) The City shall provide grounds at Dripping Springs Ranch Park for the Contractor to construct and operate a Haunted House and to operate a Hayride.

(2) Dripping Springs Ranch Park staff shall provide customer service by staffing the Event Center Business Office during all hours of attraction operation, providefor the attraction ticket sales, and support attraction operations.

(3) City shall provide a safe, clean, and well-kept location at Dripping Springs Ranch Park for hosting the attraction.

(4) City Engineer shall submit a Traffic Control Plan for the attraction to Dripping Springs Ranch Park Management and the Contractor.

(5) Dripping Springs Ranch Park Management will work with Contractor and with City Communications & Marketing Director on all print, internet, and social media advertisement and marketing. City Communications & Marketing Director will oversee and approve all advertising and media for the attraction.

2. Duration. The term of this Agreement shall be for beginning on Saturday, September 10, 2021, and ending on Sunday, November 7, 2021. With hours of operation limited to Thursday, October 28 (7pm-10pm), Friday, October 29 (7pm-11pm), Saturday, October 30 (7pm-11pm) and Sunday, October 31 (7pm-10pm) 2021. Flexibility to provide a "soft close" will be provided by on-site attraction staff and city staff to accommodate long lines and facilitate a positive attraction patron experience.

This agreement can be terminated without cause by either party giving thirty (30) days written notice to the other party.

The City, at its sole discretion for any reason whatsoever, may cancel this agreement at any time and without prior notice if the City determines that the activity is not in the best interest of the City.

3. Pay/Fees.

A. All fees are subject to final approval by the City Council at the recommendation of the Parks and Community Services staff.

B. Contractor will pay a Use Fee equal to 30% of gross attraction ticket sale revenue to have exclusive use of the outdoor field near the dirt mounds located on the northeast side of Dripping Springs Ranch Park.

C. City will pay the Contractor 70% of the gross attraction ticket sale revenue collected by city staff through ticket sales. 10% of the Contractor's revenue shall be donated to a 501(c)(3) of the Contractor's choice. Payment will be accompanied by an accurate system-generated report accounting of total sales no later than seven business days after the conclusion of the event and presence of Contractor on premises, November 7, 2021.

4. Notices. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

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

To the Contractor:
Hell Country Productions, Inc.
Attn: Aaron Sulser
1032 Blue Ridge Dr.
Dripping Springs, TX 78620

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Instructor or City may change the address for notices at any time with seven (7) days written notice to the other party.

5. General Provisions.

A. Relationship of Parties: It is understood by the parties that Contract Instructor is an independent Contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of independent Contractor. The City may contract with other individuals or firms for entertainment services.

B. Injuries/Insurance: Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage with the City named as an additional named insured. Required insurance in Attachment "A". Contractor waives the rights to recovery from City for any injuries that Contractor may sustain while performing services under this Agreement. Contractor is to provide a copy of insurance coverage to City at least ten (10) days prior to the end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City. The City shall be named as an additional named insured on the Insurance.

C. Indemnification: Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against City that result from acts or omissions of Contractor.

D. Assignment: Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.

E. Mandatory Disclosures: Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).

F. Force Majeure means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or military authority, insurrections, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, explosions, or other causes not reasonably within the control of the party claiming such inability. Neither CITY nor Instructor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in

performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

G. Entire Agreement: The text herein and attachments noted above shall constitute the entire Agreement between the parties. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

H. Effective Date: This Agreement shall become effective commencing on the date of execution as indicated below.

I. Severability: If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

J. Enforcement and Venue: This Agreement shall be construed under and according to the laws of the State of Texas and venue for enforcement shall be in Hays County.

K. Waiver of Contractual Right: The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

IN WITNESS WHEREOF, the City of Dripping Springs has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Secretary, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF DRIPPING SPRINGS:	**CONTRACTOR:**
Bill Foulds, Jr., Mayor	Aaron Sulser, Hell Country Productions, Inc
Date	Date

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT "A"

CITY OF DRIPPING SPRINGS CONTRACTOR INSURANCE REQUIREMENTS:
Firm providing goods, materials and services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Dripping Springs as additional named insured as to all applicable coverage.

2. Provide for at least thirty (30) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.

3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of Insurance: Certificates of Insurance evidencing all of the required insurance coverages shall be submitted with the Firm's submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall be provided to the City prior to the date the contract is extended.

Type of Contract and Amount of Insurance:

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of $500,000 per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability with a minimum of $500,000 Dollars combined single limit.

Hell Country Productions Inc.
1032 Blue Ridge Drive
Dripping Springs, TX 78620
614-561-6458

Hell Country Haunt

October 28, 29, 30, 31

OVERVIEW

I am proposing to build, maintain and run a local community haunted attraction. The city of Dripping Springs currently does not have many events around the Halloween season. I have built haunted houses and haunted attractions for over 5 years. Every one of them is well received by the community. People love getting scared. They love hanging out with friends and I love providing that type of atmosphere for the community. I am wanting to host the event at the Dripping Springs Ranch Park as it has the space available for both the attraction and the parking. This will make the City of Dripping Springs the property owner.

Hell Country Productions Inc. is a 501c Non-Profit organization and will be giving 10% of all ticket sales to Foster Village.

ATTRACTION TO INCLUDE:

1. Parking at the Ranch Park (see attached map)
2. Vendors
3. A hayride through the designated trail which will include scares (see attached map)
4. A roughly 40'-50' haunted house to be build at the designated location. Guests can choose to not walk through the haunted house if they deem it too scary. So just doing the hayride is an option (see attached map)
5. Bathroom access to the main Ranch Park convention center as well as several portable bathrooms near the haunted house.
6. Hours and dates of operation are:

Thursday October 28 2021	7pm - 10pm
Friday October 29, 2021	7pm - 11pm
Saturday October 30, 2021	7pm - 11pm

Sunday October 31, 2021	7pm - 10pm

PARKING DETAILS

Parking will be at the Dripping Springs Ranch Park. Parking will be $2.00 pre vehicle but each vehicle that donates a new toy for Foster Village will get free parking. Not shuttle service will be needed as parking will be in close proximity to the start of the line and ticket office. Dripping Springs Ranch Park employees will assist with parking and the Hays County Sheriff will assist with traffic control.

VENDOR DETAILS

We will be lining up vendors for things such as food and non-alcoholic beverages. All vendors will have the proper vendor licenses and inspections.

BATHROOM ACCESS

The guests will be able to access the restrooms in the Dripping Springs Ranch Park convention center. We will also have portable restrooms available near the haunted house building. See map for details.

TRASH AND CLEAN UP

Garbage bins will be located throughout the park area for guest trash. After the event, we will utilize the Dripping Springs Ranch Park roll-off dumpsters as well as rent some from Waste Connections. The clean up crew will be volunteers from within the community.

INSURANCE

Hell Country Productions will be fully insured with liability insurance for the event up to $1,000,000. See attached insurance policy proof.

BUILDING INSPECTION AND PERMITS

The haunted house will be permitted with a fire permit. No other building permits or inspections are required per Sarah Cole with the Dripping Springs building and permit department. See fire permit attached.

SOUND LIGHTING AND SPECIAL EFFECTS DETAILS

We be utilizing music and sound effects at the haunted house. All will be amplified via speakers. No live music will be present. Lighting will include strobe effects. We will have fog machines in and around the haunted house and possibly along the hayride trail. We may using chainsaws outdoors where exhaust is not a problem and no chains will be on the saws.

SIGNAGE

Hell Country Productions Inc. will have a banner at the haunted house. We will also put up signage for all qualifying sponsors as well as Foster Village. All signage will comply with size and standards as set by the City of Dripping Springs.

EMPLOYEES

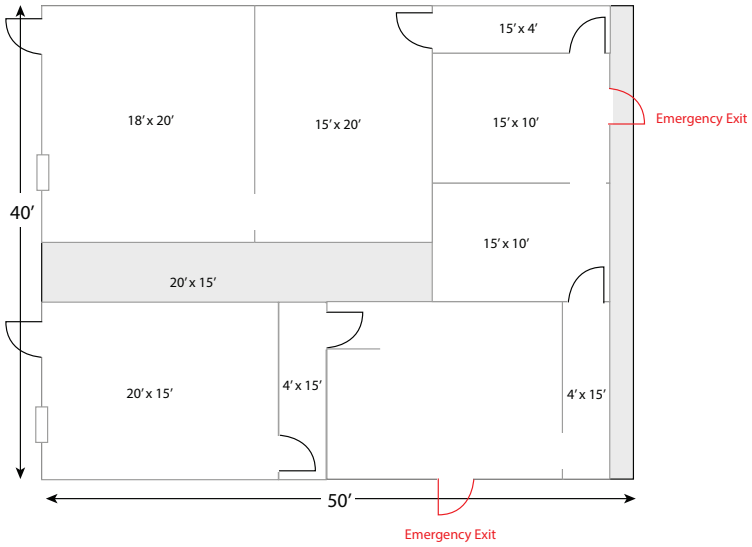
All actors, clean up and setup crew, maintenance and security will be volunteers and some paid members. All payments will be made directly from Hell Country Productions.

SECURITY

Security will include protective fencing around the haunted house once building has begun. Security for the nights of the event will be provided by the Hays County Sheriff Department.

ADVERTISING

All flyers and signage used to promote the event will comply with all standards of the City of Dripping Springs. Hell Country Productions will design all advertising materials and submit for city approval. Online and social media advertising will also comply with the City of Dripping Springs standards.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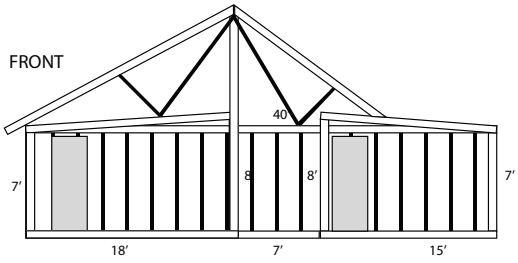
Emergency Exit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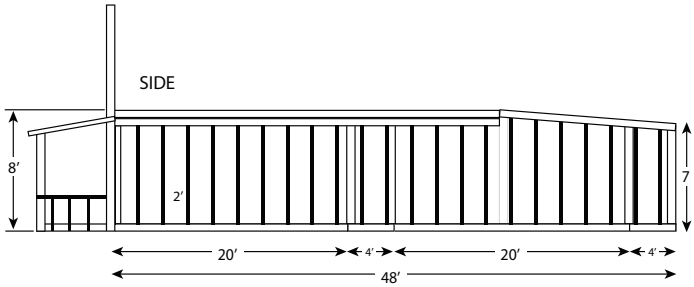
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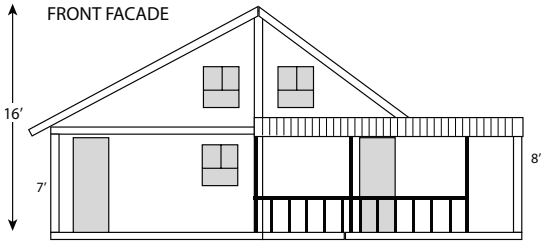
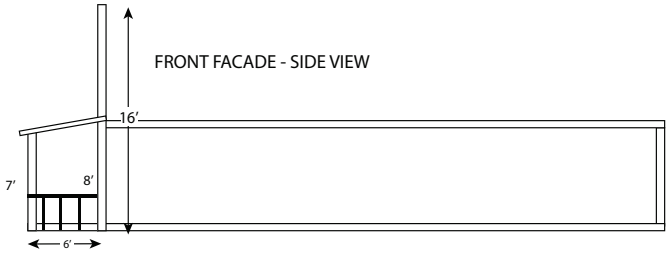
20′
4′
48′


FRONT FACADE
16′
7′
8′

ELEVATION


FRONT FACADE - SIDE VIEW
16′
7′
8′
6′

Site Plan for 2021 Hell Country Productions Haunted Attraction @ DSRP

SIGN VARIANCE REQUEST REVIEW

Date: September 2, 2021

Project: Orangetheory
12690 West Highway 290, Suite 150
Austin, TX 78737

Applicant: Austin Fitness Group (dba Orangetheory)

Submittals:
- ☑ Variance Application
- ☑ Sign Permit Application
- ☐ Master Signage Plan (if applicable)
- ☐ Planned Develop District/Development Agreement Signage Regulations (if applicable)

Variance Request: Allow a Window Business Sign to exceed the maximum sign area allowed

Orangetheory is located in Ledgestone Commercial and Municipal Utility District #4, which is vested under Sign Ordinance 1250.15, approved on February 13, 2001. This variance request application is being reviewed based on the regulations in Sign Ordinance 1250.15.

Orangetheory's tenant finish out is in progress and they are accepting gym memberships. They installed a 300 square foot window sign to advertise the coming business.

Window signs under the applicable Sign Ordinance are considered to be a business sign. Orangetheory is allowed two business signs. Each business sign may be a maximum of 80 square feet in area.

Orangetheory requests a variance to allow a 300 square foot window business sign, which will be removed when the permanent signs are installed. The total square footage of the window business sign is 140 square feet more than what is allowed for the combined total area of the two allowed business signs.

Sign Ordinance 1250.15 states:

A. VARIANCE: There shall be a presumption against variances. However, recognizing that the strict application of the requirements of this Ordinance may work an undue hardship on certain applicants, variances may be granted by the City Council.

1. Granting the variance must be based on the City Council's opinion that undue

hardship will result from strict compliance with this Ordinance.

2. Granting the variance must not be detrimental to the public health, safety or welfare, or injurious to other property in the are.

3. Each application for any variance shall be submitted in writing and signed by the party responsible for the sign for which the variance is being sought.

4. Each application for any variance shall be submitted to the Administrator with a payment of a variance fee listed in the City Fee Schedule Ordinance.

5. The City Council shall deny the variance or grant the variance with or without conditions within thirty (30) days after the application is filed; and failure of the Council to act within such period shall constitute a denial of such variance.

The applicant's variance application states that there is a hardship in complying with the Sign Ordinance requirements because of the building's setback from the highway and the lowered grade where the building sits on the property, and the speed at which vehicles drive by.

Recommendation

We do not agree that there is a hardship in complying with the Sign Ordinance requirements. The Sign Ordinance allows other signage options, including a grand opening sign, a special event sign, a banner, and a sidewalk/sandwich sign. Some of these signs could be located closer to the highway than the window business sign.

We recommend denial of the variance request. Should the City Council be willing to approve the variance request, we recommend that the window business sign be removed before the business is open to the public and that no other kinds of temporary signs be allowed during the time the window business sign is displayed.

Please let us know if you have any questions about this report.

Respectfully Submitted,

Michelle Fischer — Sign Administrator

Sarah Cole — Building Official and Sign Administrator's Designee

Received on/by

_____

Date, initials

APPLICATION FOR AN

ALTERNATIVE STANDARD/SPECIAL EXCEPTION/VARIANCE/WAIVER

Project Name: Orangetheory Fitness- Dripping Springs

Project Address/Legal Description: 12680 West US HWY 290, Suite 150 Austin TX 78737

Project Applicant Name: Janelle Kenny

Mailing Address: 3900 Medical Parkway

Austin, TX 78756

Email Address: jkenny@theorangezone.com

Phone Number: 402-290-1498

Owner's Name (if different from Applicant): Charlie Hill

Mailing Address: 28 Cordillera Trace

Boerne, TX 78006

Email Address: cphill@dhinv.com

Phone Number: 830-336-2518

Type of Application (check box):

- ☐ Alternative Standard
- ☐ Special Exception
- ☒ Variance
- ☐ Waiver

Description of request & reference to section of the Code of Ordinances applicable to request: We are respectfully seeking a variance on our window signage that is currently designed and installed at 300sf on the windows of our new tenant space. These signs tell the Orangetheory Fitness story and how potential customers/members can join the fitness studio. This is critical to our success upon opening that we have members signed up prior to being open for business. We are applying under the old signage code that allows 80sf for 'building sign' We plan for this to be a temporary (approximately 120 days) sign to introduce us to the community and the sign will be replaced with more modest window graphics that conform with the appropriate signage code.

Description of the hardship or reasons the Alternative Standard/Special Exception/Variance/ Waiver is being requested: We request the waiver due to the setback from HWY 290, the lowered grade of where the building sits on the propert and the speed at which vehicles drive by. This is a request to temporarily allow our 300sf signage that is attractive and allows for potential customers to see us relative to our placement in the setback space on the property. We fully anticipate changing these temporary graphics to a more contemporary and stylized permanent graphics when we are closer to opening our location. During the construction period, the temporary graphics will also block visibility into the construction area and protects the public from a construction eyesore. We anticipate construction to last 120 days from mid-late September.

Description of how the project exceeds Code requirements in order to mitigate or offset the effects of the proposed alternative standard/special exception/variance/waiver: We have exceeded the window graphics signage allowance of 80 sf for building signage. We are willing to hold off on putting up or final building signage (dimensioned/channel letters once permitted) on the front of the building to allow for this signage to remain in place.

Submittal Checklist:

- □ Signed and Completed Application
- □ Required Fee Paid $_____
  *reference online **Master Fee Schedule** for more details*
- □ Billing Contact Form

Exhibits

- □ Photographs
- □ Map/Site Plan
- □ Architectural Elevation
- □ Other: _____

*Upon submittal of application, a Public Notice sign is **required** to be displayed at the project property within 48 hours (exceptions apply in cases of signage, lighting, exterior design and landscaping applications). Signs can be picked up at the City Offices for a deposit fee of $100. Once a permit has been issued, signs in good condition can be returned for a $75 refund.*

- □ Pick up Public Notice Sign, $100 deposit

All required items and information (including all applicable above listed exhibits and fees) must be received by the City in order for an application and request to be considered complete. ***Incomplete submissions will not be reviewed or scheduled for any further action until all deficient items or information has been received.*** *By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:*

Janelle Kenny (digital signature 9/1/2021) — Signature of Applicant

9/1/2021 — Date

attached and uploaded to portal — Signature of Owner (or attached letter of consent)

_____ — Date

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that _____ is authorized to act as my agent and representative with respect to this Application and the City's conditional use permit process. (As recorded in the Hays County Property Deed Records, Vol. _____, Pg. _____.)

_____
Name

_____
Title

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____,

201___ by _____.

_____
Notary Public, State of Texas

My Commission Expires: _____

_____
Name of Applicant

Proof Form

Item # 16.

Date:_____

Customer: _____

_____

Address: _____

_____

Product: _____

_____

Color(s): _____

Quantity: _____

Single/Double-sided: _____

Installation: _____

Extra Notes: _____

_____

_____

_____

_____

_____

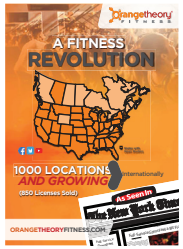
window 1

window 2

window 3

window 4

window 5



window 6
COROPLAST SIGN IN WINDOW

Customer Approval: _____ Date: _____

By signing I agree to these statements, approve the artwork, and have been Informed on the completion date.

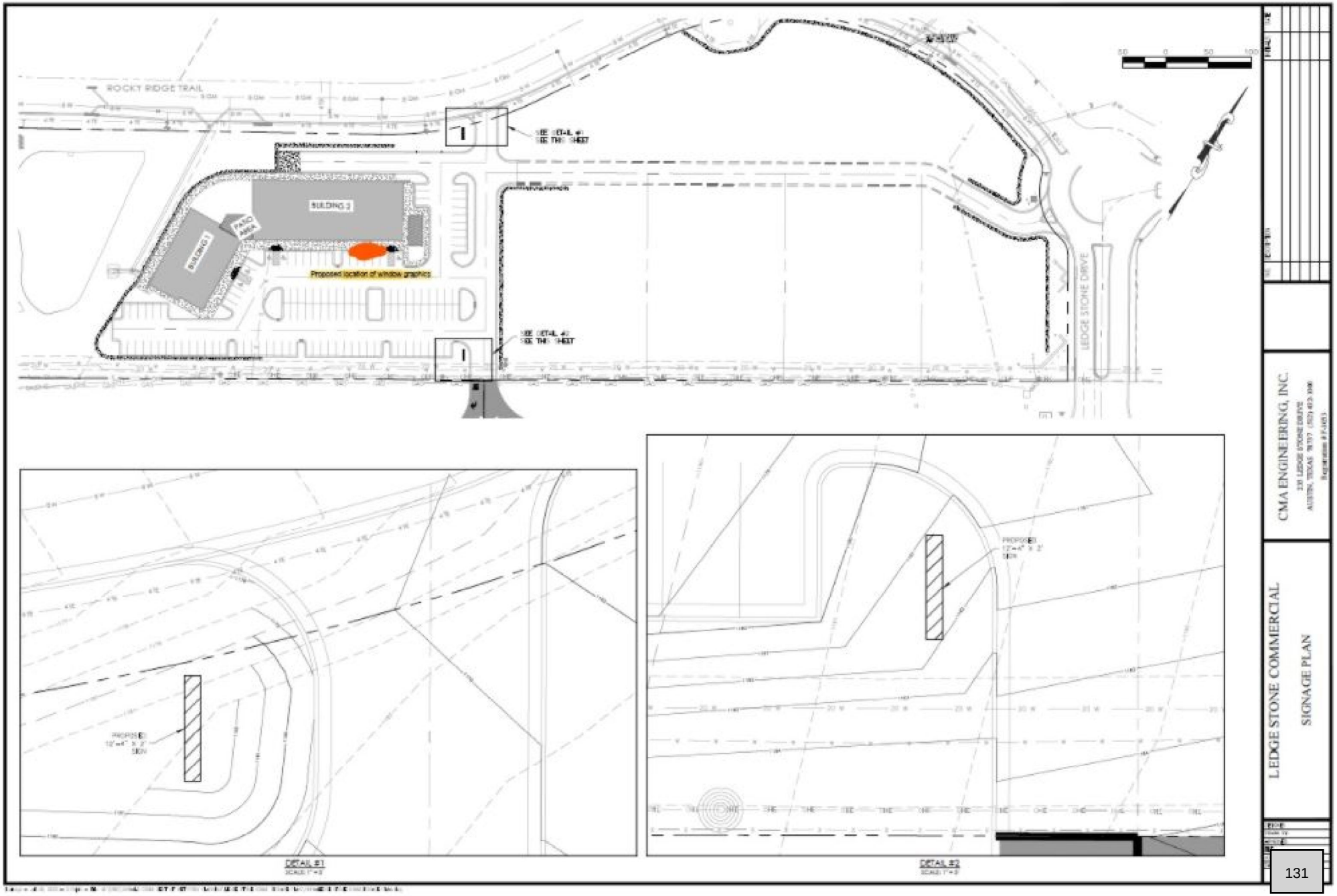
Permits, site serveys and staff time are billed separately. Red Hot Signs/ Bleauskye is not responsible for Grammar, Color or Material Errors after proof has been approved. The Artwork above is property of Red Hot Sign. There are no refunds or cancellations after materials have been ordered. All Cancellations are subject to a 35 % cancellation fee or a minimum charge of $40.00.

RedHot Design.Signs.Print.Promo

13578 N IH35 FRONTAGE ROAD • LIVE OAK, TEXAS 78233
210.590.1555 • 210.858.0333 • www.REDHOTSIGNS.com

TSA TSCL#19036 San Antonio Sign Association

SIMULATION OF FINAL OUTPUT; COLORS MAY VARY


ROCKY RIDGE TRAIL
BUILDING 3
BUILDING 1
PAID AREA
Proposed location of window graphics
LEDGE STONE DRIVE
DETAIL #1
DETAIL #2
CMA ENGINEERING, INC.
LEDGE STONE COMMERCIAL
SIGNAGE PLAN

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

Gateway to the Hill Country

Sign Permit – Owner Permission Letter

If owner of proposed sign is a tenant, the property owner must agree to and sign the following:

TO: City of Dripping Springs SIGN Plan Reviewer,

I hereby grant permission for the construction, operation, maintenance, modification, or display of the proposed sign or sign structure as described in the sign permit application.

Property Owner Signature: _____ Date: 8/26/21

Property Owner Name Printed: Charlie Hill, Pres., Shops at Ledgestone LLC

Property Owner Phone Number: 830-336-2518

Property Owner Email: cphill@dhinv.com

Proof Form

Date: _____

Customer: _____

_____

Address: _____

_____

Product: _____

_____

Color(s): _____

Quantity: _____

Single/Double-sided: _____

Installation: _____

Extra Notes: _____

_____

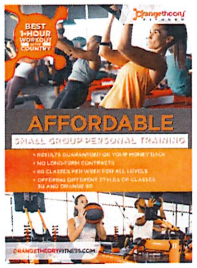
_____

_____

_____

_____

window 1

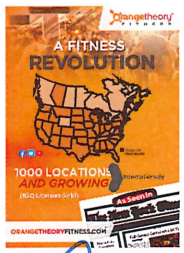


window 2

window 3

window 4

window 5



window 6
COROPLAST SIGN IN WINDOW

Customer Approval: _____ Date: _____

By signing I agree to these statements, approve the artwork, and have been Informed on the completion date.

Permits, site serveys and staff time are billed separately. Red Hot Signs/ Bleauskye is not responsible for Grammar, Color or Material Errors af of has been approved. The Artwork above is property of Red Hot Sign. There are no refunds or cancellations after materials have been ordered. All Cancellations are subject to a 35 % cancellation fee or a minimum charge of $40.00.

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San Antonio Sign Association

SIMULATION OF FINAL OUTPUT; COLORS MAY VARY

CITY OF DRIPPING SPRINGS

SIGN ORDINANCE
ORDINANCE No. 1250.15

AN ORDINANCE ESTABLISHING SIGN REGULATION OF THE CITY OF DRIPPING SPRINGS AND THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS: AND PROVIDING PENALTIES FOR VIOLATION THEREOF.

PASSED AND APPROVED FEBRUARY 13, 2001

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ORDINANCE No. 1250.15

AN ORDINANCE ESTABLISHING SIGN REGULATION OF THE CITY OF DRIPPING SPRINGS AND THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF DRIPPING SPRINGS, HAYS COUNTY, TEXAS: AND PROVIDING PENALTIES FOR VIOLATION THEREOF.

BE IT ORDAINED BY THE CITY COUNCIL OF DRIPPING SPRINGS:

THIS ORDINANCE IS ADOPTED UNDER AUTHORITY OF THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS;

THIS DOCUMENT AMENDS, RESTATES AND SUPERSEDES ALL PREVIOUS DOCUMENTS PERTAINING TO THE SAME TOPIC AND THE AMENDMENTS TO THE SAME, WITHIN THE CITY OF DRIPPING SPRINGS OR ITS ETJ

SECTION I. SHORT TITLE

This Ordinance shall be known as The Sign Ordinance of the City of Dripping Springs and its Extraterritorial Jurisdiction.

SECTION II. PURPOSE OF ORDINANCE

The sign regulations established in this Ordinance have been adopted for the purpose of:

A. SAFETY: Promoting the safety of persons and property by providing that signs (1) Do not create traffic hazards by distracting or confusing motorists, or impairing motorists' ability to see pedestrians, other vehicles, obstacles or to read traffic signs; (2) Do not create an impairment to public service; and (3) Do promote the aesthetics, safety, health, morals and general welfare and the assurance of protection of adequate light and air by regulation of the posting, displaying, erection, use and maintenance of signs.

B. INFORMATION: Promoting the efficient transfer of general public and commercial information through the use of signs;

C. PUBLIC WELFARE: Protecting the public welfare, enhancing the overall appearance and economic value of the landscape, and preserving the unique natural environment that distinguishes the City and surrounding area.

SECTION III. DEFINITIONS

Except as specifically defined herein, each word used in this Ordinance has its customary dictionary definition. For the purpose of this Ordinance, certain words or terms used are herein defined as follows:

A. ABANDONED SIGN: A permitted sign which was erected on property in conjunction with a particular use which has been discontinued for a period of thirty (30) days or more.

B. ADMINISTRATOR: That person designated by the City Council to administer and enforce the provisions of this Ordinance.

C. AVERAGE GRADE: The grade of the finished ground level at the midpoint of each exterior surface of a sign, or a structure, in the event that the sign is attached to the structure.

D. BACK-TO-BACK SIGN: A sign constructed on a single set of supports with messages visible on any side.

E. BANNERS AND BALLOONS: Any animated, rotating, fluttering or nonstationary device made of flexible materials designed to attract attention.

F. CANOPY: A structure constructed of rigid materials, including, but not limited to, metal, concrete, plastic, canvass, or glass, which extends over a walkway or driveway and which is attached to and supported by a building.

G. CHANGEABLE COPY SIGN: A sign on which message copy is changed either manually or electronically in the field, through the utilization of changeable letters, numbers, symbols and other similar characters or pictorial panels.

H. COMMUNITY SERVICE SIGN: A sign which solicits support for or advertises a non-profit community use, public use or social institution. Such signs may include, but shall not be limited to, seasonal holidays such as Christmas or Easter, school activities, charitable programs, religious activities, sports boosters, or events of community interest. Such signs shall be placed only by units of local, state or federal governments, by non-profit organizations, by schools, by the chamber of commerce or by normally recognized religious organizations.

I. DILAPIDATED SIGN: Any sign which is structurally unsound, has defective parts or is in need of painting or maintenance.

J. DIRECTIONAL SIGN: A sign that is free-standing and whose primary purpose is to give directions to parking lots, exits, entrances, drive-through windows or similar locations.

K. DOUBLE-FACED SIGN: A sign with two (2) faces which are usually, but not

necessarily, parallel.

L. ELECTRIC SIGN: A self-illuminated or externally illuminated sign or sign structure in which electric wiring, connections and/or fixtures are used as part of the sign, to illuminate the sign.

M. EXISTING SIGN: Any sign that was erected, mounted or displayed prior to the adoption of this Ordinance.

N. FAÇADE: The entire building wall, including street wall face, and parapet, facia, windows, doors, canopy and roof on any completed building.

O. FIXED PROJECTION SIGN: A sign, other than a flat sign, which extends outward for more than six (6) inches from the façade of any building and is rigidly affixed thereto.

P. FLASHING SIGN: A sign with flashing, blinking or moving lights, regardless of wattage, whether directly or indirectly illuminated, except for time and temperature signs. This shall include a sign which makes use of traveling lights or traveling lighted messages or flashing lights.

Q. FLAT SIGN: A sign erected parallel to and extending not more than six (6) inches from the façade of any building to which it is attached and supported throughout its entire length by the façade of the building and not extending above the building.

R. FREE STANDING SIGN: A sign supported by a sign structure secured in the ground and which is wholly independent of any building, fence, vehicle or other support. Free standing signs may have more than one section, one of which may be changeable.

S. FRONTAGE: The length of the property line of any one premises serving as public right of way line.

T. HEIGHT OF SIGN: The vertical distance measured from the average grade to the top of the sign face or sign structure, whichever is greater.

U. ILLUMINATED SIGN - EXTERNAL: Any sign which is directly lighted by an external source.

V. ILLUMINATED SIGN - INTERNAL: Any sign which transmits light through its face or any part thereof.

W. INFLATABLE SIGN: A sign that is either expanded to its full dimensions or supported by gases contained within the sign, or sign parts, at a pressure greater

than atmospheric pressure.

X. INGRESS/EGRESS SIGN: A sign which designates only the direction if ingress or egress of a parking area or driveway, such as "in", "entrance", "exit", "out", "one way", "do not enter" or "no exit".

Y. INTERIOR SIGN: A sign that is displayed inside a building and is not within five (5) feet of windows or doors.

Z. MOVING MESSAGE BOARD: Any electrical sign having a continuous message flow across its surface by utilization of lights or other electrical impulses forming various words and/or designs, including but not limited to time and temperature signs.

AA. MULTI-USE SIGN: A commercial sign identifying more than one business or organization located on the premises.

BB. NONCONFORMING SIGN: Except as otherwise defined herein, any sign which has a valid permit, was erected or displayed prior to the effective date of this Ordinance or any subsequent amendment hereto and does not conform with one or more provisions of this Ordinance.

CC. OCCUPANCY: Any use of or activity upon the premises.

DD. OFF PREMISES SIGN: Any sign located or proposed to be located at any place other than upon the property of the business or other activity identified on such a sign. For purposes of this Ordinance, easements and other appurtenances shall be considered outside such property. Community service signs as approved by the City Council are exceptions to this definition.

EE. ON PREMISES SIGN: Any sign located or proposed to be located at any place, if otherwise permitted by this Ordinance, within the property boundaries for the business or other activity identified on such sign.

FF. PARAPET: A vertical false front or wall extension above the roof line.

GG. PARTY RESPONSIBLE: The party responsible for a sign shall be (1) the person whose name of business is being identified on the sign, and/or (2) the owner of the premises upon which the sign is located.

HH. PERMITTED SIGN: A sign for which a valid permit has been issued.

II. PERSON: Any individual, partnership, corporation, entity, association or other organization.

JJ. POLITICAL SIGN: A sign relating to the election of a person to public office, relating to a political party, or relating to a matter to be voted upon at any election called by a public body.

KK. PORTABLE SIGN: Any sign which is not permanently affixed to a building, structure or the ground, or which is attached to a mobile vehicle.

LL. PREMISES: A parcel or tract of land, or one or more platted lots under the same ownership and/or use, together with the buildings and structures located thereon.

MM. PROJECT SIGN: Any temporary sign on a premises which may identify a project under construction and which identifies the project name, address, telephone number, architect, contractor, developer, finance organization, subcontractor and/or materials vendor.

NN. PUBLIC RIGHT-OF-WAY: The line where the premises meets the public right-of-way at a public street, provided that this definition shall not include unimproved alleys, easements or other similar dedicated uses. This definition shall include parking lots, sidewalks and driveways located on the premises.

OO. REAL ESTATE SIGN: A temporary sign erected by the owner, or his agents, advertising the real property upon which the sign is located for rent, for lease or for sale.

PP. RESIDENTIAL SIGN: Any sign erected at a private residence identifying the address or the resident's name.

QQ. ROOF SIGN: A sign erected over or on, and wholly or partially dependent upon, the roof of any building for support.

RR. ROTATING SIGN: Any sign which revolves around one or more fixed axis.

SS. SIDEWALK OR SANDWICH SIGN: A moveable sign not affixed or attached to the ground or any building or structure.

TT. SIGN: Any device or representation for visual communication that is used for the purpose of bringing the subject thereof to the attention of others. The customary displays of merchandise or objects and materials without lettering which are placed behind a store window are not signs or parts of signs.

UU. SIGN-AREA: The square foot area enclosed by the perimeter of the sign. Sign are shall include all lettering, wording and accompanying designs and symbols, together with the background on which they are displayed, any frame around the sign and any "cutouts" or extension, but shall not include any sign structures so long as the sign structures are esthetically pleasing.

VV. SIGN STRUCTURE: A supporting structure erected, used or intended for the purpose of identification or attracting attention, with or without a sign thereon, situated upon or attached to the premises, upon which any sign may be fastened, affixed, displayed or applied, provided, however, this definition shall not include a building, fence, wall or earthen berm.

WW. SINGLE BUSINESS USE: A business or organization being the sole business occupant of a premises.

XX. SNIPE SIGN: A sign made of any material when such sign is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences or other objects, and when the subject matter appearing thereon is not applicable to the use of the premises upon which such sign is located.

YY. SWINGING SIGN: A sign installed on an arm, mast or spar that is not, in addition, permanently fastened to an adjacent wall or upright pole.

ZZ. TIME AND TEMPERATURE SIGN: An electrical sign utilizing lights going on and off periodically to display the current time and temperature in the community.

AAA. UNDER CANOPY SIGN: A sign suspended from a building and which is located under a permanent canopy projecting from a building.

BBB. VEHICLE SIGN: A permanent or temporary sign affixed to a vehicle. The primary purpose of said display is to attract the attention of the public to the subject matter identified on the sign rather than to serve the customary purpose of said vehicle.

CCC. WINDOW SIGN: Any sign which is painted on, applied to or projected upon or within the exterior or interior of a building glass area, including doors, or located within five(5) feet of the interior of a building glass area including doors, whose identification, message, symbol, insignia, visual representation, logo type, or any other form of information can be read from off premises or from the public right-of-way.

SECTION IV. EXISTING SIGNS

A. ILLEGAL SIGNS: Any sign which does not strictly conform to all requirements of this Ordinance or which does not have a valid permit from the City of Dripping Springs (except for signs classified as nonconforming signs in Section IV, Paragraph C below) is hereby deemed to be an illegal sign and such sign an the party responsible for such sign shall be subject to the enforcement provisions of this Ordinance.

B. LEGAL SIGNS

1. Any existing and permitted sign which complies with the provisions of this Ordinance and any subsequent amendment hereto is hereby deemed to be a legal sign. Any proposed alteration to or relocation of such sign shall not be undertaken without a new sign permit application under this Ordinance, unless the proposed alteration is specifically exempt from such permit requirement pursuant to Section VI of this Ordinance.

2. Any legal sign which does not comply with the provisions of this Ordinance solely due to the enactment of an amendment hereto subsequent to the effective date of this Ordinance shall, upon the effective date of such amendment, become a nonconforming sign.

C. NONCONFORMING SIGNS

1. Any sign erected or existing as of the effective date of this Ordinance which has a valid permit from the City of Dripping Springs, but which does not conform to the provisions of this Ordinance, or any sign pursuant to Section IV, Paragraph B, Sub-paragraph 2, is hereby deemed to be a nonconforming sign. (This is sometimes known as Grand Fathering.)

2. A nonconforming sign may be maintained only by painting or refinishing the surface of the sign or the sign structure and other general maintenance.

3. Upon a determination by the City and notice to the party responsible or the permit holder that a nonconforming sign has become dilapidated or structurally unsound, such sign shall be removed within thirty (30) days from the date of said notice unless an appeal of such determination has been filed within such thirty (30) day period with the City Council pursuant to the City's regulations and/or policies on this subject. Any structural or other substantive change to a nonconforming sign shall be deemed an abandonment of the nonconforming sign, shall render the prior permit void and shall result in the reclassification of such sign as an illegal sign pursuant to Section IV, Paragraph A of this Ordinance.

4. Any nonconforming sign may become a legal sign if, after compliance with the provisions of Section VII of this Ordinance, it is brought into conformity with he provisions of this Ordinance.

SECTION V. PERMISSIBLE SIGNS

The following is a list of signs permissible for use within the City and/or its ETJ. Any sign not listed below is prohibited.

A. Business signs on non-residential property.
B. Business signs on residential property.
C. "Grand Opening", and "Going-out-of-business" signs.

D. Commercial real estate signs.
E. Residential real estate signs.
F. Project signs.
G. Land development signs.
H. Official signs or Notices issued by any Court, public agency, or utility.
I. Traffic Directional, Warning, or Information signs authorized by public agency.
J. Private Street, Road Name, and Residence signs.
K. "No Trespassing", "No Hunting", "No Fishing", "No Loitering", and like signs.
L. Ingress/Egress signs.
M. Community Service signs.
N. Political signs.
O. Time and Temperature signs.
P. Flags.
Q. Vehicle signs painted on vehicle sides or magnetized signs that attach to vehicle sides.
R. Athletic Event signs.
S. Garage Sale, Yard Sale, Open House, and Farmers Market signs.
T. Back-to-Back signs.
U. Balloons.
V. Banners on non-residential property.
W. Canopy signs.
X. Changeable Copy signs.
Y. Double Faced signs.
Z. Flat signs.
AA. Free Standing signs.
BB. Interior signs.
CC. Multi-Use signs.
DD. Roof signs.
EE. Swinging signs.
FF. Under Canopy or Hanging signs.
GG. Window signs.

SECTION VI. SIGN STANDARDS

A. LOCATION

1. No signs shall be placed off premises of the location of the subject of the advertising content except for community service, church directional, political, athletic, garage sale, yard sale, open house, farmers market, and athletic sponsorship signs, and banners hung across Highway 290.

2.. Athletic sponsorship signs shall only be located on City of Dripping Springs property or Dripping Springs Independent School District (DSISD) property, shall be located only on ball field fences and/or score boards facing the playing area, and shall be erected by the City or DSISD.

3. Unless otherwise associated with such location, no sign shall be located nearer than twenty (20) feet to any church, cemetery, public building, historic site or district.

B. SETBACK FROM RIGHT-OR-WAY: In order to provide room for future sidewalks and utilities, all sign supporting structures shall be required to be set back at least eight (8) feet from the street right-of-way.

C. SIGN SURFACE AREA LIMITS

1. Business signs (including Back-to-Back, Changeable Copy, Double Faced, Flat, Free Standing, and Roof signs): 80 square feet maximum (s.f.m.)
2. Multi-Use signs: 100 s.f.m. for a single directory sign if all identified businesses are within a single building; otherwise 80 s.f.m. for a single directory sign if all identified businesses are within a single building; otherwise 80 s.f.m. for a single complex sign and 24 s.f.m. for a directory sign per building.
3. Real Estate signs: 32 s.f.m.
4. Project signs: 32 s.f.m.
5. Land Development signs: 32 s.f.m.
6. Private Street, Road Name, and Residence signs: 4 s.f.m.
7. No Trespassing, No Hunting, No Fishing, No Loitering, and like signs: 2 s.f.m.
8. Ingress/Egress signs: 6 s.f.m.
9. Community Service signs: 32 s.f.m.
10. Political signs: 32 s.f.m. when located on property in the City's ETJ; otherwise 16 s.f.m. when located on property in the City limits.
11. Time and Temperature signs: 24 s.f.m.
12. Non-governmental Flags: 32 s.f.m.
13. Athletic Event, Garage Sale, Yard Sale, and Open House signs: 6 s.f.m.
14. Farmers Market signs: 6 s.f.m.
15. Banners on non-residential property: 32 s.f.m.
16. Banners hung across Highway 290: 144 s.f.m.
17. Canopy signs: 8 s.f.m.
18. Swinging signs: 8 s.f.m.
19. Under Canopy or Hanging signs: 8 s.f.m.
20. Athletic Sponsorship signs: 32 s.f.m.

D. HEIGHT OF SIGNS

1. Free Standing Business signs shall not exceed 15 feet above the average grade (a.a.g.)
2. Each Multi-Use sign shall not exceed 20 feet a.a.g. for a single directory sign if all identified businesses are within a single building; otherwise 6 feet a.a.g. for a single complex sign and 4 feet a.a.g. for a directory sign per building.

3. Commercial Real Estate signs shall not exceed 8 feet a.a.g.
4. Community Service Signs shall not exceed 6 feet a.a.g.
5. Private Street, Road Name and Residence signs shall not exceed 8 feet a.a.g.
6. Banners on non-residential property shall not exceed 15 feet a.a.g.
7. Banners hung across Highway 290 shall hang a minimum of 18 ½ feet a.a.g.
8. Flags shall not exceed 30 feet a.a.g.
9. Canopy, Under Canopy and Hanging signs, the base of which shall be a minimum of 8 feet above a walkway open to the public.
10. Roof signs shall not extend above the ridgeline of the roof.
11. All other signs shall not exceed 6 feet a.a.g.

E. MATERIAL: Signs shall not have light-reflecting backgrounds, but may use light reflecting lettering.

F. SIGN ILLUMINATION

1. Electrical requirements pertaining to signs shall be prescribed under the most current National Electrical Code of the National Fire Protection Association.

2. Externally illuminated signs shall meet the following requirements:
   a. Illumination shall be a white, steady stationary light of reasonable intensity shielded from being hazardous to pedestrians or auto drivers and directed solely at the sign.
   b. Light sources to illuminate signs shall be shielded from all adjacent residential buildings and streets and shall not be of such brightness so as to create a nuisance to adjacent residential districts.

3. Internally illuminated signs shall not be of such brightness as to cause glare hazardous to pedestrians or auto drivers or so as to create a nuisance to adjacent residential districts.

4. Signs located within the City Limits shall comply with the Lighting Ordinance.

G. QUANTITY

1. Two (2) single Business signs per business on non-residential property. Three (3) such signs permissible if business is located on a corner lot.

2. One (1) sign per residence advertising a Business on premises on residential property.

3. One (1) non-illuminated Commercial Real Estate sign per commercial lot.

Two (2) such signs permissible if commercial lot is a corner lot.

4. One (1) non-illuminated Real Estate sign per residence. Two (2) such signs permissible if residence is located on a corner lot.

5. One (1) Free Standing sign per business per public right-of-way frontage.

6. One (1) Free Standing Directory sign per a Multi-Use shopping, business, office or professional center or mall if all identified businesses are within a single building; and two (2) such signs are permissible if such center or mall is located on a corner lot. No other Free Standing signs are allowed on the Multi-Use center or mall premises. If, however, the Multi-Use center or mall consists of multiple buildings, such Multi-Use complex shall be entitled to One (1) Free Standing sign identifying the complex [with two (2) such signs permissible if the complex is located on a corner lot] and One (1) Free Standing sign per building identifying the businesses located within such building; however, no other types of signs are permitted on or around either the complex or such building other than a single number or letter designation on the building themselves [e.g. A, B or C; I, II or III; 1, 2 or 3] and a canopy or hanging sign for each individual business over or adjacent to the main door of such business.

7. One (1) Banner per business on non-residential property.

H. TIME LIMITS

1. Special Event and Community Service Signs may be erected no sooner than thirty (30) days preceding a special event and shall be removed within forty-eight (48) hours following the special event. The same or similar special event shall not be advertised more frequently than four (4) times a year.

2. "Grand Opening" and "Now Open" signs may be erected for a period not exceeding thirty (30) days.

3. "Going-out-of-Business" and Sale signs may be erected for a period not to exceed six (6) months for "Going-out-of-Business" signs and thirty (30) days for "Sale" signs.

4. Project signs may be erected upon the beginning of construction, may remain on the construction site during the construction and shall be removed within fourteen (14) days following substantial completion of the construction.

5. Signs announcing the subdivision of land may be erected on the land

being developed and shall be removed when eighty (80) percent of the development lots are conveyed or a term not to exceed twenty-four (24) months, whichever comes first, unless the twenty-four (24) month term is extended by the City Council.

6. Real Estate Signs advertising the sale or Lease of property shall be removed at the completion of the transaction advertised or within twenty-four (24) months, which ever comes first, unless the twenty-four (24) month term is extended by the City Council.

7. Political signs may be erected no earlier than ninety (90) days prior to the election or primary for which the sign is erected and must be removed no later than three (3) days after said election.

8. Sales Signs may be posted 24 hours in advance of the sale, must be removed within 24 hours after the sale, and shall not be erected for a period to exceed nine (9) days.

I. OBSTRUCTION: No sign shall be erected so as to obstruct or impair driver or pedestrian vision.

J. VERBIAGE: No sign shall exhibit statements, words, or pictures of obscene or pornographic subjects.

K. BANNERS HUNG ACROSS HIGHWAY 290

1. The party responsible must obtain a banner permit from the Texas Department of Transportation and provide the Administrator with proof of the permit.

2. The permit applicant must submit a sign permit application including the dates for the banner to be hung. A banner may be hung for no more than thirty (30) days.

3. The sign permit application must be submitted to the Administrator at least five (5) working days before, but no more than ninety (90) days before the date requested for the banner to be hung.

4. Banners will be hung by the Pedernales Electric Co-op.

5. Locations
   a. Two banner locations are across Hwy. 290 at College Street.
   b. Two banner locations are across Hwy. 290 at Bluff Street.

6. Banners will be hung and removed on a first come first serve basis.

7. Once a banner has been removed, it must be picked up at City Hall by the party responsible for it within ten (10) working days. If the responsible party fails to pick up a removed banner, the banner shall be deemed abandoned and the Administrator shall dispose of it.

8. Specifications for banners
   a. Banners must be made of a mesh material to insure air flow.
   b. Banners must have two to three foot ropes on each end to attach to PEC facilities.
   c. Banners must not exceed four (4) by thirty-six (36) feet.

SECTION VII. ADMINISTRATION

A. SIGNS REQUIRING PERMITS
1. Free Standing Business signs.
2. Multi-Use signs.
3. Real Estate signs over six (6) square feet.
4. Land Development signs over six (6) square feet.
5. Non-governmental flags.
6. Community Service signs.
7. Political signs.
8. Banners hung across Highway 290.
9. Time and Temperature signs.
10. Back-to-Back signs.
11. Canopy signs.
12. Changeable Copy signs.
13. Double Faced sign.
14. Flat signs.
15. Roof signs.
16. Swinging signs.
17. Under Canopy or Hanging signs.

B. APPLICATION FOR SIGN PERMIT
1. Any application for a sign permit shall be submitted to the Administrator on a form supplied by the City.

2. The following information shall be submitted with an application for a permit.
   a. Name, address, telephone number and signature of the party responsible.

   b. Legal description and street address of premises or property upon which the sign is to be located.

   c. Type of sign for which a permit is being sought.

d. A sketch, blueprint, blueline print, or similar presentation drawn to scale and dimensioned, showing proposed text and graphics, location and elevations of the sign as proposed; provided, further, the relationship to other existing adjacent signs shall also be shown. In the case of a free-standing sign, said sketches shall include a site plat showing the proposed location of the sign.

e. Such other information as the Administrator may require which is necessary to verify full compliance with all applicable provisions contained in this Ordinance.

C. SIGN PERMIT FEES: Sign permit applications must be submitted with the applicable fee payment. Sign permit application fees are listed in the City's Fee Schedule Ordinance.

D. CONTINENTS OF PERMIT: Upon approval of the application, the City shall issue a permit for such sign, and/or sign structure. Permits shall be numbered and shall contain the following information.

1. The type of sign.
2. The legal property description and the street address of the Premises upon which said sign is proposed to be located and the proposed location of the sign on said property.
3. The amount of fee paid for such permit.
4. Date of issuance.
5. The date the permit expires, if applicable.
6. Whether the sign is Legal or Nonconforming.
7. Variance granted, if applicable.

E. SIGN INSPECTION

1. Within ten (10) working days of completion of approved work related to a permitted sign, the party responsible shall notify the Administrator that such sign is ready for a final inspection. The Administrator shall conduct the final inspection for the purpose of verifying that the sign is in compliance with the requirements of the permit and other provisions of this Ordinance.

2. Failure to obtain a satisfactory inspection shall render the permit invalid and the applicant shall be deemed to be in violation of this Ordinance and subject to the other provisions of this Ordinance.

F. SIGN ALTERATIONS EXEMPT FROM PERMIT REQUIREMENT: A permit is not required prior to engaging in sign alterations if such alterations involve only:

1. The changing of copy on a permitted changeable copy sign.

2. The painting or refinishing of the surface of a sign face or sign structure or the general maintenance of a permitted sign.

G. TRANSFER OF OWNERSHIP: The Administrator shall be notified in writing by the party responsible if there is a change in ownership of the business identified by a sign or of the premises on which a sign is located. The permit associated with such sign shall be transferred to the new owner/party responsible upon the payment of a transfer of ownership fee. If a permitted sign is dismantled or removed as a result of such transfer of ownership, the prior permit shall be deemed abandoned and void.

H. REPLACEMENT OF PERMIT: If a permit is lost, defaced, destroyed or otherwise becomes illegible through normal wear, a replacement application shall be submitted to the Administrator with payment of the replacement fee; and a replacement permit shall be issued.

I. VIOLATION NOTICE

1. The Administrator or his/her designee shall have the authority to issue a sign violation notice and shall be empowered to enter upon the premises of any person within the City of Dripping Springs or its ETJ for the purpose of enforcing the provisions herein.

2. When a sign requiring a permit under the terms of this Ordinance is erected without a sign permit, the Administrator shall use the following procedures.

   a. The City shall give written notice of violation to the party responsible that the sign is in violation of this Ordinance. The notice shall include the date that such violation was noted, instructions to remove the sign and contact the Administrator to apply for a permit for the sign, and the fine schedule if the notice is not heeded. The notice is deemed delivered when deposited in the mail, postage paid to the last known address of the party responsible for such sign.

   b. If the City is unable to get written notice to the party responsible of said sign, a telephone call shall be made by the Administrator or his/her designee, date and time recorded, informing the owner of the premises on which the sign is located that on said day a fine shall commence for each violation until the sign(s) are removed.

   c. If within three (3) business days from the date of the Notice Letter, the party responsible for the sign fails to bring the sign into conformance with this Ordinance or to apply for a permit or variance for the sign, the Administrator shall have the sign

removed or impounded without further notice, and/or shall issue a citation to the owner requiring that they appear before the Municipal Judge. If the responsible party applies for a permit or variance pursuant to this subsection, the sign shall be removed pending the Council's decision on the permit or variance.

d. If a sign is located within the public right-of-way, within the setback from the public right-of-way, or off premises, the Sign Administrator shall give written or verbal notice to the party responsible that any future violation of a similar nature shall not require a violation notice and shall result in a citation requiring that the party responsible appear before the Municipal Judge.

J. IMPOUNDMENT OF SIGNS

1. The Administrator shall have the authority to remove all signs, without notice to the owners thereof, placed within any street or highway right-of-way, or attached to trees, telephone and utility poles, other natural features or signs otherwise prohibited by this Ordinance, and to impound them for a period of five (5) business days.

2. The owner of a sign impounded may recover same upon payment of an impoundment fee for each sign, prior to the expiration of the five (5) business days impoundment period; in the event it is not claimed within five (5) business days, the Administrator shall have authority to dispose of such sign.

K. PENALTIES: Any person who violates the provisions of this Ordinance upon conviction shall be guilty of a misdemeanor and shall forfeit both the sign and any permit associated with the sign; and such person shall also pay such penalties as the Municipal Court may decide not to exceed five hundred dollars ($500.00) for each violation. Each sign and each day or part of a day's continued violation shall constitute a separate violation.

SECTION VIII. APPEALS AND VARIANCES

A. APPEAL: A party responsible who alleges that the administrator acted erroneously in enforcing this Ordinance may appeal the decision of the Administrator to the City Council in writing. Such appeal shall be filed within three (3) business days of the delivery of an official notice of the Administrator's decision; and such official notice shall be deemed delivered on the day deposited in the mail, postage paid certified mail return receipt requested to the last known address of the party responsible. At the time the appealing party files their written notice of appeal, the appealing party is also required to file a nonrefundable cash deposit in the amount of $300.00 to defray the City's

administrative and legal costs for processing the appeal. Enforcement provisions, other than removal of the sign in question, will be stayed until the appeal is heard and decided. Construction on the sign shall not continue until the appeal is heard and decided. Such appeal shall be heard at the next regular or special Council meeting for which the appeal can be posted as an agenda item in compliance with the Texas Open Meetings Act; and the Administrator shall give the appealing party at least three (3) days written notice of such meeting, which notice shall be deemed delivered on the day it is deposited in the mail, postage prepaid certified mail return receipt requested to the last known address of the appealing party. The Council shall determine the merits of the appeal in the same manner as it decides any other matter before the Council.

B. VARIANCE: There shall be a presumption against variances. However, recognizing that the strict application of the requirements of this Ordinance may work an undue hardship on certain applicants, variances may be granted by the City Council.

1. Granting the variance must be based on the City Council's opinion that undue hardship will result from strict compliance with this Ordinance.

2. Granting the variance must not be detrimental to the public health, safety or welfare, or injurious to other property in the are.

3. Each application for any variance shall be submitted in writing and signed by the party responsible for the sign for which the variance is being sought.

4. Each application for any variance shall be submitted to the Administrator with a payment of a variance fee listed in the City Fee Schedule Ordinance.

5. The City Council shall deny the variance or grant the variance with or without conditions within thirty (30) days after the application is filed; and failure of the Council to act within such period shall constitute a denial of such variance..

SECTION IX. INTERPRETATION AND CONFLICT

A. MINIMUM REQUIREMENTS: The standards and provisions of this Ordinance shall be interpreted as being the minimum requirements necessary to uphold the purposes of this Ordinance.

B. OTHER ORDINANCE REQUIREMENTS: Whenever this Ordinance imposes a higher standard than required by any other Ordinance or requirement, the provisions of this Ordinance shall govern.

C. PRIVATE RESTRICTIONS: Whenever this Ordinance imposes a higher standard than required by easements, deed restrictions, covenants or agreements, the provisions of this Ordinance shall govern.

D. STATUTES: Whenever the provisions of any applicable state or federal statute imposes a higher standard than required by this Ordinance, the provisions of such statute shall govern.

E. EFFECTIVE DATE: This Ordinance shall become effective ten (10) days after the date of approval and publication as provided for by law.

SECTION X. SEVERABILITY CLAUSE

Should any of the various clauses, sentences, paragraphs, sections or parts of this Ordinance be held for any reason invalid, unconstitutional or unenforceable as applied to a sign or a sign structure, the same shall not be construed to affect any other valid portions hereof and such valid portion shall remain in full force and effect.

PASSED AND APPROVED this the thirteenth day of February, 2001.

THE CITY OF DRIPPING SPRINGS

By: _____
Mayor Wayne E. Smith

ATTEST:

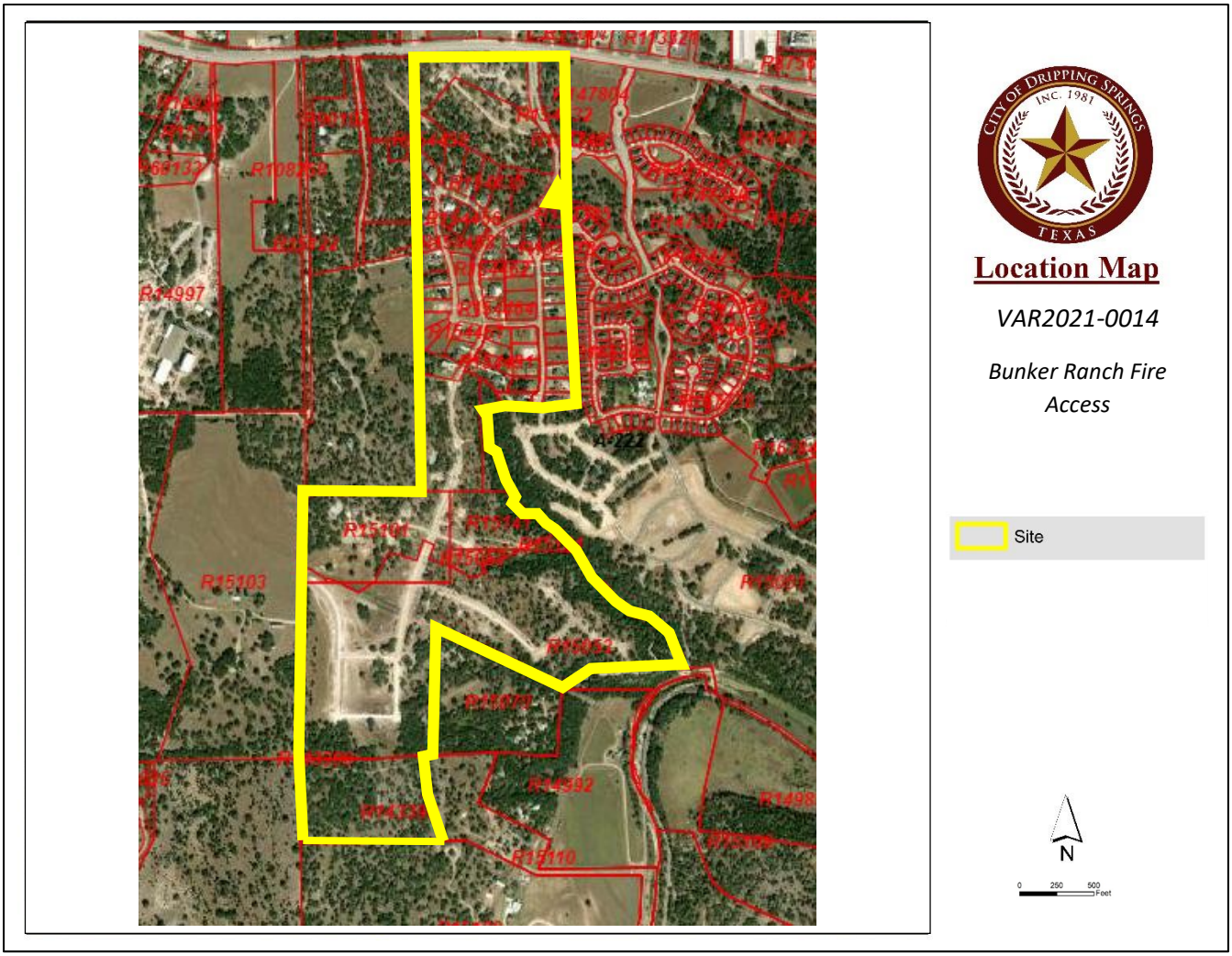
_____
Ginger Faught, City Secretary

Planning and Zoning Commission
Planning Department Staff Report

Planning and Zoning Commission Meeting:	August 24, 2021
Project No:	VAR2021-0014
Project Planner:	Tory Carpenter, Senior Planner

Item Details

Project Name:	Overlook at Bunker Ranch Fire
Property Location:	2004 Creek Rd, Dripping Springs, TX 78620
Legal Description:	18.25 Acres out of the Benjamin F. Hanna Survey
Applicant:	Cristina Corboba
Property Owners:	Steve Harren
Request:	Variance to the Fire Code requirement for a remote secondary point of access.



Planning Department Staff Report VAR202

Background

In 2018, the City adopted the 2018 International Fire Code with local amendments which include the following requirements for residential subdivisions of 30 lots or more:

- *"Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses."*
- The intent of this requirement is to ensure that if one access road is blocked or otherwise unavailable, another will allow access to the fire department. Therefore, when more than one access road is required, they need to be separated by enough distance to avoid a situation where both would be blocked or unavailable simply because they are too close to one another.

Overview

This extension of the existing approved subdivision does not meet the remoteness requirement in the Fire Code because it increases the distance between access points. The variance request to the remoteness requirement is necessary since the proposed subdivision exceeds the maximum remoteness distance by 536 linear feet.

Analysis

Section 1.7 requires that in making a determination regarding a requested variance request, P&Z shall consider the following factors:

Factors	Staff Comments
Granting the variance will not be detrimental to the public safety, health or welfare, and will not be injurious to other property or to the owners of other property, and the waiver will not prevent the orderly subdivision of other property in the vicinity	Granting of this variance will be detrimental to the public safety. This requirement is meant to ensure that emergency vehicle and effectively maneuver through subdivisions in an emergency.
The conditions upon which the request for a variance is based are unique to the property for which the variance is sought, and are not applicable generally to other property; and	These conditions are limited access are common in the area.
Because of the particular physical surroundings, shape and/or topographical conditions of the specific property involved, a particular hardship to the property owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations is carried out; and	While this requirement limits the potential to further expand the existing subdivision, there is no apparent particular hardship to the property owner.
The variance will not in any manner vary the provisions of the Zoning Ordinance, Planned Development District Ordinance, or Comprehensive Plan, or any other adopted plan(s) or ordinance(s) of the City; and	The property owner is still required to follow all other zoning requirements for the site.
An alternate design will generally achieve the same result or intent as the standards and regulations prescribed herein; and	The alternative design which falls short of the remoteness requirement is not sufficient to provide safe remote access for emergency vehicles.
The waiver variance will enable the applicant to preserve more native trees, provide more open space, or ensure more wildlife preservation than would be possible complying with the strict mandates of this Chapter.	Approval of this variance would increase the area to be developed.

Planning Department Staff Report VAR202

Staff Recommendation

In considering the Applicant's request for exceeding the fire access remoteness requirement, Staff and the Fire Chief, recommend denial.

Planning & Zoning Commission Recommendation

At their meeting on August 24, 2021, the Planning & Zoning Commission voted unanimously to recommend denial of this variance request.

Public Notification

No notification is required for variances to the Fire Code.

Attachments

Exhibit 1: Variance Application
Exhibit 2: Fire Chief Letter

Recommended Action:	At the direction of Fire Chief Scott Collard, staff is recommending denial of this variance request
Alternatives/Options:	Recommend approval of the variance application or approval with conditions.
Budget/Financial Impact:	N/A
Public Comments:	No public comment was received for this request.
Enforcement Issues:	N/A

CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

ALTERNATIVE STANDARD/SPECIAL EXCEPTION/VARIANCE/WAIVER APPLICATION

Case Number (staff use only): _____-____

CONTACT INFORMATION

PROPERTY OWNER NAME Steve Harren

STREET ADDRESS 317 Grace Lane #240

CITY Austin STATE Texas ZIP CODE 78746

PHONE 512-644-6800 EMAIL steveharren@aol.com

APPLICANT NAME Cristina Cordoba

COMPANY Civil & Environmental Consultants, Inc.

STREET ADDRESS 3711 South MoPac Expressway, Bldg 1, Suite 550

CITY Austin STATE Texas ZIP CODE 78746

PHONE 5124390400 EMAIL ccordoba@cecinc.com

APPLICATION TYPE

☐ ALTERNATIVE STANDARD ■ VARIANCE

☐ SPECIAL EXCEPTION ☐ WAIVER

PROPERTY INFORMATION	
PROJECT NAME	Florio Tract - Bunker Ranch Subdivision Extension
PROPERTY ADDRESS	2004 Creek Rd, DRIPPING SPRINGS, TX 78620
CURRENT LEGAL DESCRIPTION	18.250 Acre Tract of Land more particularly described in Exhibit A of Recorded Deed Document #20061246
TAX ID#	R14993
LOCATED IN	■ CITY LIMITS ☐ EXTRATERRITORIAL JURISDICTION ☐ HISTORIC DISTRICT OVERLAY

- Description of request & reference to section of the Code of Ordinances applicable to request:

This application requests a variance to the section of Fire Code D107.2 "Remoteness". See variance request letter attached.

- Description of the hardship or reasons the Alternative Standard/Special Exception/Variance / Waiver is being requested:

See variance request letter attached.

- Description of how the project exceeds Code requirements in order to mitigate or offset the effects of the proposed alternative standard/special exception/variance/waiver:

See variance request letter attached.

APPLICANT'S SIGNATURE

The undersigned, hereby confirms that he/she/it is the owner of the above described real property and further, that Brian Estes, P.E. is authorized to act as my agent and representative with respect to this Application and the City's zoning amendment process.
(As recorded in the Hays County Property Deed Records, ~~Vol. _____, Pg. _____,~~ Document #20061246

Name

Title

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on the 6th day of July, 2021 by Kristi Ryder.

Notary Public, State of Texas

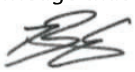
My Commission Expires: 8.14.2021

KRISTI RYDER
Notary Public, State of Texas
Comm. Expires 08-14-2021
Notary ID 125383290

Steve G. Herrera

Name of Applicant

All required items and information (including all applicable above listed exhibits and fees) must be received by the City for an application and request to be considered complete. ***Incomplete submissions will not be accepted.*** *By signing below, I acknowledge that I have read through and met the above requirements for a complete submittal:*



Applicant Signature

7/6/2021

Date

CHECKLIST		
STAFF	**APPLICANT**	
☐	☑	Completed Application Form - including all required signatures and notarized
☐	☑	Application Fee (*refer to Fee Schedule*)
☐	☑	PDF/Digital Copies of all submitted documents **When submitting digital files, a cover sheet must be included outlining what digital contents are included.**
☐	☑	Billing Contact Form
☐	☐	Photographs
☐	☑	Map/Site Plan/Plat
☐	☐	Architectural Elevations (if applicable)
☐	☑	Description and reason for request (*attach extra sheets if necessary)*
☐	☑	Public Notice Sign - $25
☐	☑	Proof of Property Ownership-Tax Certificate or Deed
☐	☑	Outdoor Lighting Ordinance Compliance Agreement - signed with attached photos/drawings (required if marked "Yes (Required)" on above Lighting Ordinance Section of application) See Zoning Application

July 6, 2021

Chad Gilpin, PE, City Engineer
City of Dripping Springs
511 Mercer St
Dripping Springs, Texas

Dear Mr. Gilpin:

Subject: Variance Request – Bunker Ranch Extensions Fire Access
CEC Project 304-065

Description of request & reference to section of the Code of Ordinances applicable to request:

The variance request is in regards to Fire Code Section D107.2 "Remoteness" which says the following:

> *"Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses." (D107.2)*

As interpreted directly by code, the project does not meet the minimum separation distance required between two fire apparatus access roads due to hardships described below. The maximum overall diagonal dimension of the area to be served measures to be 7,083 LF. One-half of that length is 3,541 LF and this would be the minimum distance required between the two fire apparatus access roads provided for the Florio Tract. The distance between the two existing fire apparatus access points for Bunker Ranch Subdivision is 3,005 LF. Therefore, the access points are about 536 LF short of meeting the minimum distance required between the two fire apparatus roads.

However, if interpreted under exception D107.1.2 "The number of *dwelling units* on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the *fire code official",* the project may meet the letter of the code as future connectivity has been provided. At this time, future development cannot be assured, but the exception in the code exists and is additional support for this variance.

After discussions with the Hays County Fire Chief and Fire Marshall, we have confirmed that a variance approved by the City of Dripping Springs is the most prudent means to consider the existing access points of Bunker Ranch Subdivision as Fire Access roads for the proposed development at the Florio Tract.

Description of the hardship or reasons the Alternative Standard/Special Exception/Variance/Waiver is being requested:

Due to an existing cliff east of Bunker Ranch Subdivision and an existing creek Southeast of Bunker Ranch subdivision, there is no other point through which the Florio Tract could get access to US 290 for Fire Emergency Access lane. These existing environmental features cause a land lock of Bunker Ranch Subdivision. See the **Exhibit** attached which shows the existing creek linework in blue and a light grey dashed lines hatch showing the approximate location of the steep cliff.

Description of how the project exceeds Code requirements in order to mitigate or offset the effects of the proposed alternative standard/special exception/variance/waiver:

The project exceeds Code requirements by providing more than two access points although the minimum required is just two access points. The additional access points are highlighted in green in the **Exhibit** provided. Though two access points are the code required minimum, this project contains 4 access points and additional connectivity as the area near it develops in time.

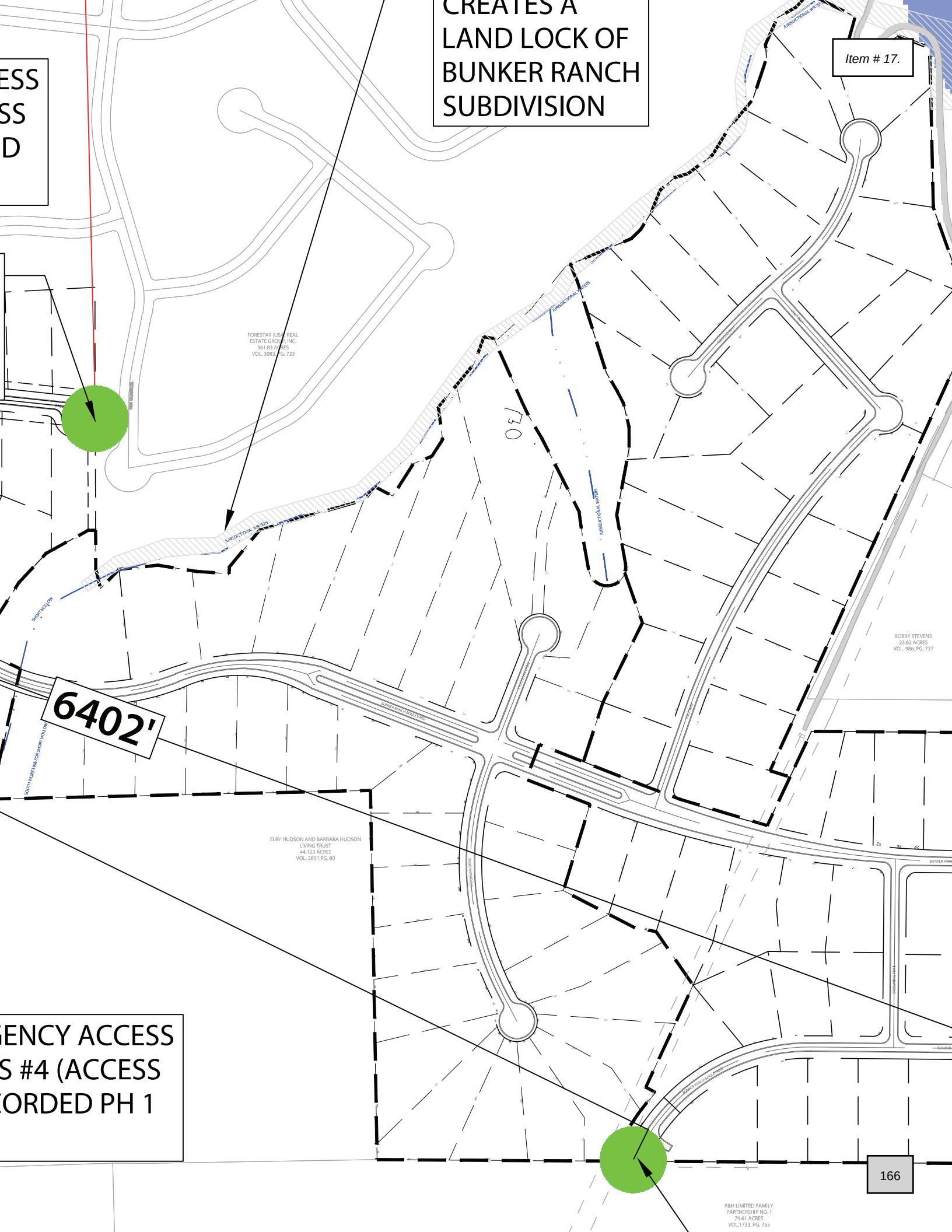
Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Brian Estes, PE
Principal

Enclosures: Fire Exhibit

cc: Steve Harren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ESTATE GROUP, INC.
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VOL. 3083, PG. 733
JURISDICTIONAL WATERS
SHORT HOLLOW
SOUTH WIDEST LINE FOR SHORT HOLLOW
BUNKER RANCH BOULEVARD
BOBBY STEVENS
23.62 ACRES
VOL. 986, PG. 737
ELRY HUDSON AND BARBARA HUDSON
LIVING TRUST
44.123 ACRES
VOL. 2851,PG. 80
P&H LIMITED FAMILY
PARTNERSHIP NO. 1
79.61 ACRES
VOL.1733, PG. 755

Received on/by _____

Project Number: _____-_____
Only filled out by staff

Date, initials

BILLING CONTACT FORM

Project Name: Florio Tract - Bunker Ranch Subdivision Extention

Project Address: 2100 Creek Rd, DRIPPING SPRINGS, TX 78620

Project Applicant Name: Cristina Cordoba

Billing Contact Information

Name: Cristina Cordoba

Mailing Address: 3711 South Mopac Expressway, Bldg 1, Suite 550
Austin, Texas 78746

Email: ccordoba@cecinc.com Phone Number: (512)644-6800

Type of Project/Application (check all that apply):

- ☐ Alternative Standard
- ☐ Certificate of Appropriateness
- ☐ Conditional Use Permit
- ☐ Development Agreement
- ☐ Exterior Design
- ☐ Landscape Plan
- ☐ Lighting Plan
- ☐ Site Development Permit
- ☐ Special Exception
- ☐ Street Closure Permit
- ☐ Subdivision
- ☐ Waiver
- ☐ Wastewater Service
- ☐ Variance
- ☑ Zoning
- ☐ Other Annexation and Zoning

Applicants are required to pay all associated costs associated with a project's application for a permit, plan, certificate, special exception, waiver, variance, alternative standard, or agreement, regardless of City approval. Associated costs may include, but are not limited to, public notices and outside professional services provided to the City by engineers, attorneys, surveyors, inspectors, landscape consultants, lighting consultants, architects, historic preservation consultants, and others, as required. Associated costs will be billed at cost plus 20% to cover the City's additional administrative costs. ***Please see the online Master Fee Schedule for more details.*** *By signing below, I am acknowledging that the above listed party is financially accountable for the payment and responsibility of these fees.*

Cordoba, Cristina Digitally signed by Cordoba, Cristina
DN: E=ccordoba@cecinc.com, CN="Cordoba, Cristina", OU=Users, OU=Austin, DC=cecinc, DC=com
Date: 2021.01.06 11:46:19-06'00'

Signature of Applicant

1/6/2020

Date

Clerk's Note: At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon of photocopy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed.

20061246 DEED Total Pages: 11
Filed and Recorded: 12/31/2020 02:18:31 PM

NOTICE OF CONFIDENTIALITY RIGHTS; IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS. YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Corridor Title GF# 20-4941-D

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

THAT Bent Sky Investments, LLC, a Texas limited liability company ("Grantor"), for and in consideration of the sum of $10.00 and other good and valuable consideration paid to Grantor by The Overlook at Bunker Ranch, LLC, a Texas limited liability company ("Grantee"), having an address at 317 Grace Lane, Suite 240, Austin, Texas 78746, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY unto Grantee, all of that certain real property situated in Hays County, Texas, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property");

SUBJECT, HOWEVER, to the matters set forth in **Exhibit "B"** attached hereto and made a part hereof (the "Permitted Exceptions"), and standby fees, taxes and assessments by any taxing authority for the years 2021 and thereafter, not yet due and payable. Further, the conveyance is subject to the restrictions and reservations described on **Exhibit "C"** attached hereto and made a part hereof (the "Restrictions").

GRANTOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE IN RESPECT OF THE PROPERTY, AND THE SAME IS SOLD IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS AND DEFECTS AND ATTRIBUTES KNOWN OR UNKNOWN TO GRANTOR, NONE OF WHICH ARE HEREBY WARRANTED BY GRANTOR. BY ACCEPTANCE OF DELIVERY, GRANTEE AFFIRMS THAT GRANTEE HAS NOT RELIED ON GRANTOR'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT GRANTOR MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT AND THE WARRANTY OF TITLE HEREIN DESCRIBED, AND GRANTOR HAS FULL POWER, RIGHT, AND AUTHORITY TO CONVEY TITLE THERETO.

TO HAVE AND TO HOLD the Property, subject to the aforesaid encumbrances, unto Grantee, Grantee's successors and assigns, forever, and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all singular the Property, subject to the aforesaid encumbrances, unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

EXECUTED as of Dec. 31, 2020.

GRANTOR:

Bent Sky Investments, LLC
A Texas limited liability company

By: KBF
Name: Kyle Florio
Title: Member

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on Dec. 31, 2020 by Kyle Florio, Member of Bent Sky Investments, LLC, a Texas limited liability company, on behalf of said limited liability company.

VICTORIA L. HEAFNER
My Notary ID # 11916965
Expires April 30, 2021

Notary Public, State of Texas

EXHIBIT "A"

18.250 ACRES
BUNKER RANCH
DRIPPING SPRINGS, TX

PROJECT NO.: 181-500
DECEMBER 23, 2020

LEGAL DESCRIPTION

BEING AN 18.250 ACRE TRACT OF LAND (INCLUDING A 60 SQUARE FOOT AREA IN CONFLICT) OUT OF THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, SITUATED IN HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 34.26 ACRE TRACT CONVEYED TO CHARLES B. FLORIO AND KYLE FLORIO BY DEED OF RECORD IN VOLUME 5262, PAGE 573, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 18.250 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a ½ inch iron rod found in the south line of a called 5.01 acre tract conveyed to Bobby Glenn Stevens and Dorrae Tubb Stevens by deed of record in Document No. 15011837, O.P.R.H.C.T. at the northerly common corner of said 34.26 acre tract and of a called 34.27 acre tract conveyed to Barbara Jean Johnson by deed of record in Volume 1055, Page 894, O.P.R.H.C.T.;

THENCE, along the common line of said 34.26 acre tract and of said 5.01 acre tract, S86°47'54"W, a distance of 543.83 feet to a ½ inch iron rod found at the southerly common corner of said 5.01 acre tract and of the remainder of a called 111.67 acre tract conveyed to Bunker Ranch, LLC by deed of record in Document No. 16020931, O.P.R.H.C.T.;

THENCE, along the common line of said 34.26 acre tract and said remainder of 111.67 acre tract, S86°01'29"W, a distance of 73.64 feet to a ½ inch iron rod with "CEC" cap set for the **POINT OF BEGINNING,** hereof;

THENCE, over and across said 34.26 acre tract, the following three (3) courses and distances:

1. S00°13'03"W, a distance of 308.03 feet to a set ½ inch iron rod with "CEC" cap;
2. S12°51'27"E, a distance of 164.56 feet to a set ½ inch iron rod with "CEC" cap;
3. S07°29'25"E, a distance of 266.18 feet to a ½ inch iron rod with "CEC" cap set in the common line of said 34.26 acre tract and of a called 74.00 acre tract conveyed to Robert A. Garland, Jr. and Amy L. Garland by deed of record in Document No. 14020704, O.P.R.H.C.T.;

THENCE, along the common line of said 34.26 acre tract and of said 74.00 acre tract, S89°02'53"W, a distance of 1,141.56 feet to a 5/8 inch iron rod with "Staudt Surveying" cap found in the east line of a called 603.70 acre tract conveyed to Anna Marie Widen Speir, et al, by deed of record in Document 00025671, O.P.R.H.C.T., at the westerly common corner of said 34.26 acre tract and of said 74.00 acre tract;

THENCE, along the common line of said 34.26 acre tract and of said 603.70 acre tract, N01°06'51"W, passing at 713.92 feet, an 8" cedar fence post found in the common line of said 603.70 acre tract and of a called 79.61 acre tract conveyed to P & H Family Limited Partnership No. 1 by deed of record in Document No. 00025538, O.P.R.H.C.T., from said fence post, a found ½ inch iron rod bears N86°15'32"E, a distance of 5.94 feet, and continuing an additional 11.21 feet (bounding area in conflict) for a total distance of 725.12 feet to a set ½ inch iron rod with "CEC" cap;

18.250 ACRES
BUNKER RANCH
DRIPPING SPRINGS, TX

PROJECT NO.: 181-500
DECEMBER 23, 2020

THENCE, S89°22'34'E, passing at a distance of 5.01 feet (bounding area of conflict), a ½ inch iron rod found for the southwesterly corner of said remainder of 111.67 acre tract, continuing along the common line of said 34.26 acre tract and said remainder of 111.67 acre tract for a total distance of 242.11 feet to a found ½ inch iron rod;

THENCE, continuing with the common line of said 34.26 acre tract and said remainder of 111.67 acre tract, the following four (4) courses and distances:

1. N89°12'53"E, a distance of 336.81 feet to a found ½ inch iron rod;
2. N87°39'49"E, a distance of 260.74 feet to a found ½ inch iron rod;
3. N87°07'43"E, a distance of 173.46 feet to a found ½ inch iron rod;
4. N86°01'29"E, a distance of 72.88 feet to the **POINT OF BEGINNING,** and containing 18.250 acres (794,923 square feet, including 60 square feet in conflict) of land, more or less.

THE BASIS OF BEARING OF THIS SURVEY IS TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NSRS 2011(2012A), UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.

Witness my hand and seal this 23rd day of December, 2020.

Frank William Funk, R.P.L.S. 6803
Civil & Environmental Consultants, Inc.
3711 S. MoPac Expressway, Building 1, Suite 550
Austin, TX 78746
Texas Registered Surveying Firm No. 10194419

Item # 17.

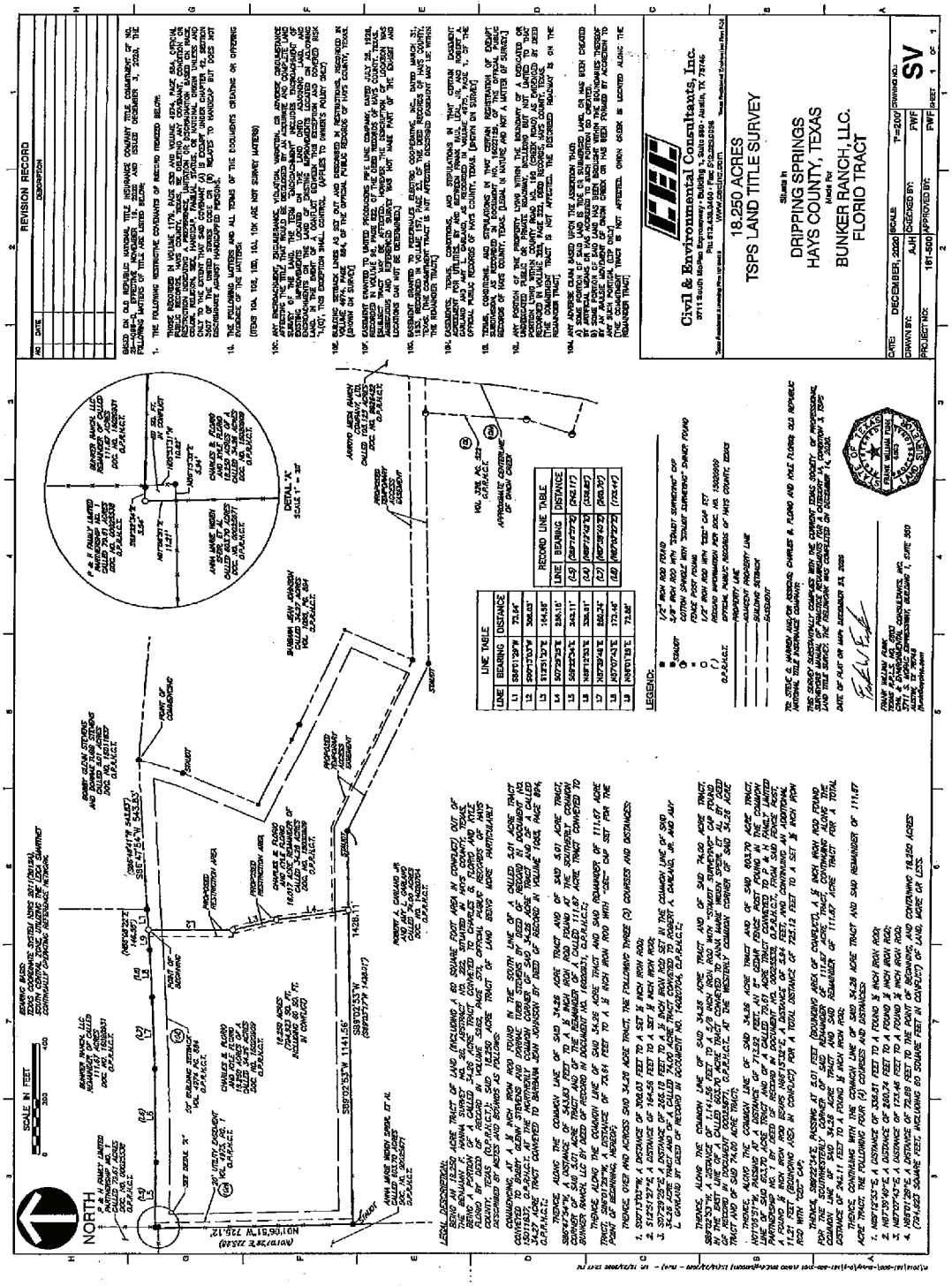


EXHIBIT "B"
PERMITTED EXCEPTIONS

1. Restrictions, covenants and conditions described in instruments recorded in Volume 1179, Page 530 and Volume 4974, Page 884, Official Public Records, Hays County, Texas.

2. Building setback lines as set out and described in restrictions, recorded in Volume 4974, Page 884, of the Official Public Records of Hays County, Texas.

3. Easements, terms, conditions, and stipulations in that certain Easement Agreement for Utilities, by and between Frank Paul Leal, Jr. and Robert A. Garland and Amy L. Garland, as recorded in Volume 4975, Page 1, of the Official Public Records of Hays County, Texas.

4. Terms, conditions, and stipulations in that certain Registration of Exempt Subdivision, as recorded in Document No. 16023129, of the Official Public Records of Hays County, Texas.

5. Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, conveyed by E. A. Foster, to H. J. McMullen, under deed dated April 19, 1928, and recorded in Volume 95, Page 472, of the Deed Records of Hays, County, Texas.

EXHIBIT "C"
Restrictions

1. There shall be a variable width setback buffer from the common boundary line between the Property and Seller's remaining property within that area comprising approximately 0.425 acres of land out of the Benjamin F. Hanna Survey No. 28, Abstract No. 222, in Hays County, Texas; being more particularly described on Exhibit "C-1" attached hereto and incorporated herein (the "Restriction Area"), which Restriction Area will remain a natural vegetative buffer. The existing vegetation and trees shall not be removed or destroyed from the restriction Area, but there may be permitted trimming in order to install a game fence within the restriction Area.

EXHIBIT C-1

0.425 ACRE
BUNKER RANCH
DRIPPING SPRINGS, TX

PROJECT NO.: 181-500
DECEMBER 23, 2020

RESTRICTION AREA
LEGAL DESCRIPTION

BEING A 0.425 ACRE TRACT OF LAND OUT OF THE BENJAMIN F. HANNA SURVEY NO. 28, ABSTRACT NO. 222, SITUATED IN HAYS COUNTY, TEXAS, BEING A PORTION OF A 18.250 ACRE PORTION OF A CALLED 34.26 ACRE TRACT AND ALSO A PORTION OF THE REMAINDER OF A CALLED 34.26 ACRE TRACT CONVEYED TO CHARLES B. FLORIO AND KYLE FLORIO BY DEED OF RECORD IN VOLUME 5262, PAGE 573, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.); SAID 0.425 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a ½ inch iron rod with "CEC cap set in the common line of said 34.26 acre tract and of the remainder of a called 111.67 acre tract conveyed to Bunker Ranch, LLC by deed of record in Document No. 16020931, O.P.R.H.C.T., at the northerly common corner of said 18.250 acre tract and of said remaining portion of 34.26 acre tract, from which point a ½ inch iron rod found at the southerly common corner of said remainder of 111.67 acre tract and of a called 5.01 acre tract of land conveyed to Bobby Glenn Stevens and Dorrae Tubb Stevens by deed of record in Document No. 15011837, O.P.R.H.C.T., bears N86°01'29"E, a distance of 73.64 feet;

THENCE, along the common line of said 18.250 acre tract and of said remainder of 34.26 acre tract, S00°13'03"W, a distance of 308.03 feet to a set ½ inch iron rod with "CEC" cap;

THENCE, over and across said remainder of 34.26 acre tract, the following three (3) courses and distances:

1. N77°08'33"E, a distance of 12.50 feet to a calculated point;
2. S12°51'27"E, a distance of 165.15 feet to a calculated point;
3. S07°29'25"E, a distance of 268.20 feet to a calculated point on the common line of said remainder of 34.26 acre tract and of a called 74.00 acre tract conveyed to Robert A Garland, Jr. and Amy L. Garland by deed of record in Volume 4974, Page 869, O.P.R.H.C.T.;

THENCE, along the common line of said 74.00 acre tract and partially of said remainder of 34.26 acre tract and partially of said 18.250 acre tract, S89°02'53W, passing at a distance of 12.58 feet, a ½ inch iron rod with "CEC" cap set at the southerly common corner of said 18.250 acre tract and of said remainder of 34.26 acre tract, continuing for a total distance of 25.16 feet to a calculated point;

THENCE, over and across said 18.250 acre tract, the following four (4) courses and distances:

1. N07°29'25"W, a distance of 264.16 feet to a calculated point;
2. N12°51'27"W, a distance of 166.83 feet to a calculated point;
3. N89°33'14"W, a distance of 12.18 feet to a calculated point;

0.425 ACRE
BUNKER RANCH
DRIPPING SPRINGS, TX

PROJECT NO.: 181-500
DECEMBER 23, 2020

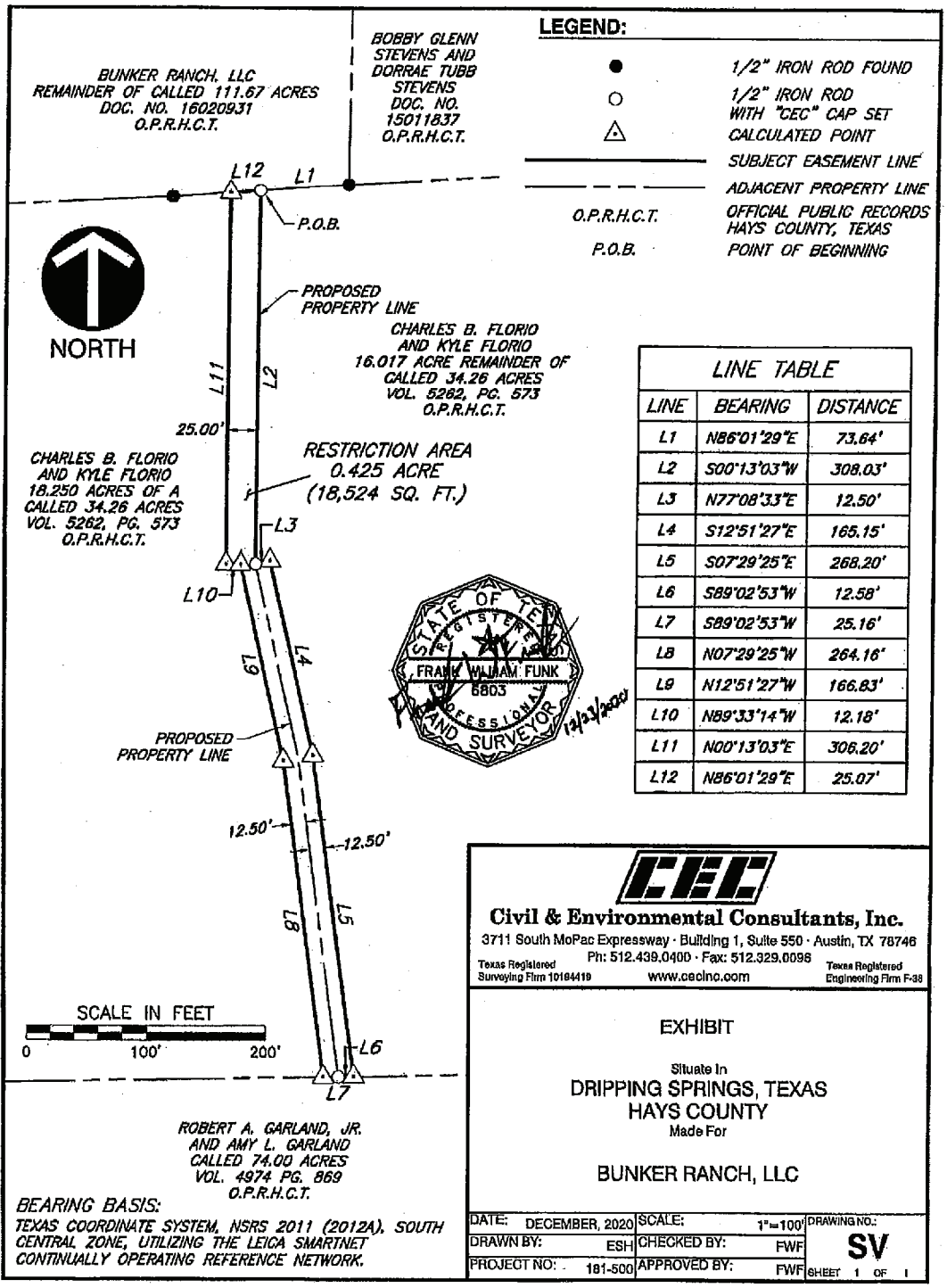
4. N00°13'03"E, a distance of 306.20 feet to a calculated point on the common line of said 18.250 acre tract and of said remainder of 111.67 acre tract;

THENCE, along the common line of said 18.250 acre tract and of said remainder of 111.67 acre tract, N86°01'29"E, a distance of 25.07 feet to the **POINT OF BEGINNING,** and containing 0.425 acre (18,524 square feet) of land, more or less.

THE BASIS OF BEARING OF THIS SURVEY IS TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NSRS 2011(2012A), UTILIZING THE LEICA SMARTNET CONTINUALLY OPERATING REFERENCE NETWORK.

Witness my hand and seal this 23rd day of December, 2020.

Frank William Funk, R.P.L.S. 6803
Civil & Environmental Consultants, Inc.
3711 S. MoPac Expressway, Building 1, Suite 550
Austin, TX 78746
Texas Registered Surveying Firm No. 10194419



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N86°01'29"E	73.64'
L2	S00°13'03"W	308.03'
L3	N77°08'33"E	12.50'
L4	S12°51'27"E	165.15'
L5	S07°29'25"E	268.20'
L6	S89°02'53"W	12.58'
L7	S89°02'53"W	25.16'
L8	N07°29'25"W	264.16'
L9	N12°51'27"W	166.83'
L10	N89°33'14"W	12.18'
L11	N00°13'03"E	306.20'
L12	N86°01'29"E	25.07'

Civil & Environmental Consultants, Inc.
3711 South MoPac Expressway · Building 1, Suite 550 · Austin, TX 78746
Texas Registered Surveying Firm 10194419
Ph: 512.439.0400 · Fax: 512.329.0098
www.cecinc.com
Texas Registered Engineering Firm F-38

EXHIBIT

Situate In
DRIPPING SPRINGS, TEXAS
HAYS COUNTY
Made For

BUNKER RANCH, LLC

DATE:	DECEMBER, 2020	SCALE:	1"=100'	DRAWING NO.:	SV
DRAWN BY:	ESH	CHECKED BY:	FWF		
PROJECT NO:	181-500	APPROVED BY:	FWF	SHEET 1 OF 1	

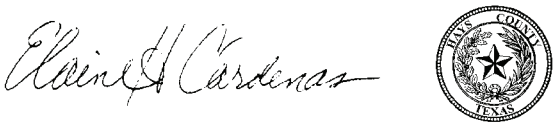
P:\2018\181-500\-Survey\Dwg\181-500-SV01 FLORIO R4E1.dwg(LAYOUT1) LS:(12/21/2020 - rfrnk) - LP: 12/23/2020 11:36 AM

THE STATE OF TEXAS
COUNTY OF HAYS

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

20061246 DEED
12/31/2020 02:18:31 PM Total Fees: $62.00

Elaine H. Cárdenas, MBA, PhD,County Clerk
Hays County, Texas



NORTH HAYS COUNTY FIRE RESCUE

400 Sportsplex
Dripping Springs, TX 78620
512-894-0704 Office - 512-894-0705 Fax
www.northhaysfire.com

August 17, 2021

Ms. Laura Mueller
City Attorney
City of Dripping Springs
511 West Mercer
Dripping Springs TX 78620

Re: Variance Request – Bunker Ranch Extensions Fire Access - CEC Project 304-065

Dear Ms. Mueller,

As you are aware, the City of Dripping Springs adopted and enforces the 2018 International Fire Code with local amendments. Under this adopted code, the proposed addition of the Florio Tract to the Bunker Ranch Subdivision does not meet the "Remoteness" requirements for fire apparatus access roads. As indicated in the variance request, the proposal currently falls 536 LF short of this standard. The reference to Section D107.2 of the code is an accurate representation of the language as written.

There is also commentary provided in Appendix D of the code which is intended to explain the reasoning for this requirement. It reads as follows: "The concept is similar to the one dealing with the remoteness of exits in Section 1007.1.1. "One of the primary reasons for multiple access roads is to ensure that if one access road is blocked or otherwise unavailable, another will allow access to the fire department. Therefore, when more than one access road is required, they need to be separated by enough distance to avoid a situation where both would be blocked or unavailable simply because they are too close to one another."

The code also provides for an exception to this rule under D107.1.2 "The number of dwelling units on a single fire apparatus access road shall not be increased unless the fire apparatus access roads will connect with future development, as determined by the fire code official. The code specifically utilizes the word "will" and the variance letter indicates that future development "cannot be assured." Therefore, this exception does not apply to the situation described in the variance request.

The variance request letter also indicates the existence of additional access points within the current subdivision. These additional access points do exist but do not meet the "remoteness" requirements as set forth in Section D107.2 if the Florio tract is added to the subdivision.

In summary, fire apparatus access for the proposed addition of the Florio Tract to the Bunker Ranch Subdivision does not meet the minimum "remoteness" requirements of your established code and the variance request does not propose a valid alternative solution to address the situation that exists today.

Please let me know if I can be of further assistance.

Sincerely,

Scott Collard
Fire Chief

/msc

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Ginger Faught, Deputy City Administrator

Council Meeting Date: September 7, 2021

Agenda Item Wording: **Discuss and Consider approval of the Second Amended and Restated Wastewater Utility Agreement between the City of Dripping Springs and CRTX Development, LLC.**

Agenda Item Requestor: Owner/Developer

Summary/Background: Although the City and CRTX Development LLC already have an executed wastewater agreement (effective May 12, 2020), circumstances have changed that necessitate an amendment to that Agreement.

The developer of this project has realized that it does not have enough space on the property to proceed as originally planned because of the space needed for temporary wastewater facilities (an On-Site Sewage Facility or OSSF). Developer has proposed, and Staff supports, a Restated Agreement that will allow construction in phases with the first phase consisting of 172 units of multi-family housing, and the second phase consisting of an additional 32 units of multi-family housing. Phase I of the Development will connect 56 LUEs to the City's System but may be removed and connected to an OSSF system if the City System reaches capacity based on previous commitments. An additional 14 LUEs (for Phase II of the Development) will not be connected to the City's System unless and until the City delivers a notice to Owner that capacity is available. Language standard to all wastewater agreements remain in the Restated Agreement.

Commission Recommendations: None needed.

Recommended Council Actions: Staff recommends approval.

Attachments: Second Amended and Restated WWUA.

Next Steps/Schedule: Notify Owner/Developer of Council action.

CITY OF DRIPPING SPRINGS

SECOND AMENDED AND RESTATED WASTEWATER SERVICE AND FEE AGREEMENT

This Second 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 B (the "Land").

B. Owner intends to develop the Land in phases, with the first phase consisting of 172 units of multi-family housing, and the second phase consisting of an additional 32 units of multi-family housing. The Development will also include an office and welcome center and infrastructure (the "Improvements") pursuant to a site development permit from the City, and as more particularly shown on the attached Exhibit A.

C. Owner has rezoned the Land and intends 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 I of the Development ***[NTD: doesn't the discharge permit relate to the wastewater facility, not the Development?]*** 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.

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, 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. 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 for drip irrigation. If spray irrigation is used, the amount of land needed for the Temporary Wastewater Facilities must the amount reasonably determined by the City in writing to be appropriate. Pump & haul facilities are specifically excluded from the definition of Temporary Wastewater Facilities and are not authorized under this Agreement.

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 for the Improvements, the Owner and the City agree as follows: Phase I of the Development will connect 56 LUEs to the City's System. 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 56 LUEs associated with Phase I of the Development within 6 months from notification from the city (b) utilize the Temporary Wastewater Facilities for the 56 LUEs, and (c) remove the flow for the 56 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, at which time Owner may connect the

remaining 14 LUEs for Phase II of the Development to the City System. These 14 additional LUEs (for Phase II of the Development) will not be connected to the City's System unless and until the City delivers the Discharge Permit Notification to Owner. 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. l 0.

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) al l 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 a form approved by the City, which shall be provided by the City upon written request. 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 LU E 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 X 70 = $530,600.00)

5.2 Release of LUEs.

(a) 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 300 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.

(b) If Owner does not fund the road improvements required by City by December 1, 2021, the City will release the LUEs reserved for Owner under this Agreement.

(c) If Owner does not 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.

If the final plat is not approved within 120 days of 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 Building Permits for Phase I of 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.

(e) 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 Phase II of 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

direct the suspension or termination of 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 Administrator PO Box 384 Dripping Springs, TX 78620 mfisher@cityofdrippingsprings.com	To the Owner: CRTX Development, LLC Attn: Doug Cobb 9699 CR 132 Celina, TX 75009 doug@crtxdev.com
With Copy to: City of Dripping Springs Attn: City Secretary PO Box 384 Dripping Springs, TX 78620 acunningham@cityofdrippingsprings.com	 Bruin Ventures I, LP Attn: Mac Jones 4611 Bee Cave Road, Suite 203 Austin, TX 78746 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 Amendment. This Agreement may be amended only with the written consent of the Owner and approval of the governing body of the City.

7.5 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.

7.6 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.

7.7 Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of the agreement.

7.8 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.

7.9 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

7.10 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.

7.11 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.

7.12 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. If not paid prior to the Effective Date of this Agreement, this payment is due within 60 days of the Effective Date of this Agreement.

7.13 Restatement and Amendment. This Second Amended and Restated Wastewater Service and Fee Agreement replaces the initial Wastewater Service and Fee Agreement dated May 12, 2020 between the Parties and replaces the Amended and Restated Wastewater Service and Fee Agreement with an effective date of May 12, 2020. All rights and obligations of the Parties shall be governed by this Agreement (the Second 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.

7.14 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 & Improvements
Exhibit B Legal Description of the Land
Exhibit C Connection Point

Effective Date. The Effective Date of this Agreement is September 14, 2021.

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

_____
Printed Name & Title

STATE OF TEXAS
COUNTY OF _____

This instrument was executed by _____ before me on _____.

_____
Notary Public, State of Texas

EXHIBIT A
LAND & IMPROVEMENTS

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 containing7.82 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".

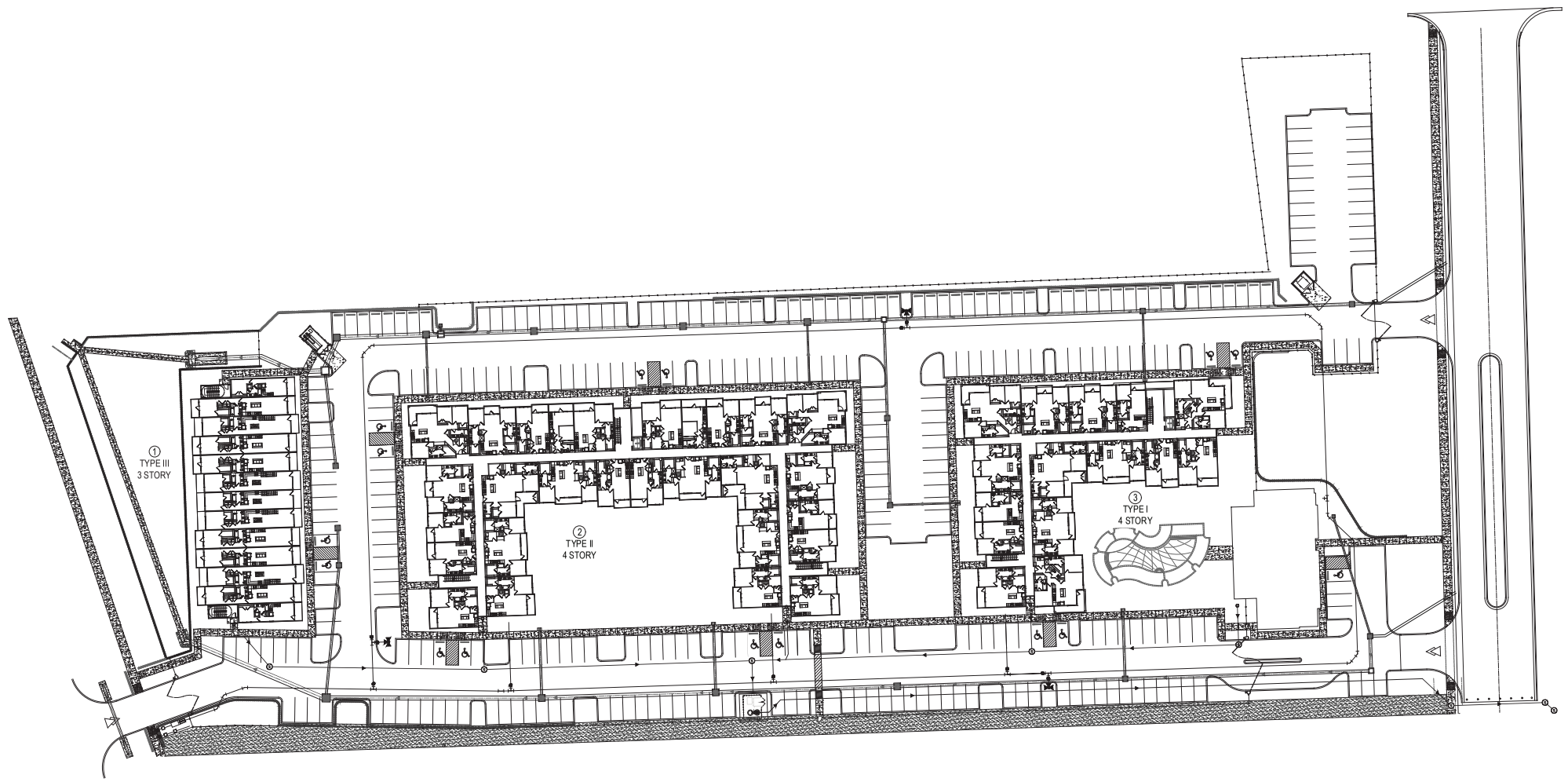
Together with:

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
CONNECTION POINT



27110 RANCH ROAD 12				ALLEN HARRISON		2020406
UNIT TABULATION - 4 & 3 STORY RESIDENTIAL						5/5/21
UNIT NAME	UNIT TYPE	NET AREA(SF)	UNIT COUNT	PERCENTAGE	TOTAL AREA	% BREAKDOWN
S1	Studio	550	2	1%	1,100	
S1-EU	Studio	537	8	4%	4,296	
A1	1br/1ba	871	6	3%	5,226	
A1-EU	1br/1ba	681	16	8%	10,896	
A2	1br/1.5ba	824	6	3%	4,944	56%
A2-EU	1br/1ba	757	32	16%	24,224	
A3	1br/1.5ba	849	8	4%	6,792	
A3-EU	1br/1ba	917	32	16%	29,344	
A4	1br/1.5ba	993	5	2%	4,965	
B1	2br/2ba	1,290	5	2%	6,450	
B1-EU	2br/2ba	1,129	28	14%	31,612	
B2-EU	2br/2ba	1,205	24	12%	28,920	38%
B3-EU	2br/2ba	1,254	8	4%	10,032	
B4-EU	2br/2ba	1,309	12	6%	15,708	
C1-EU	3br/2ba	1,426	12	6%	17,112	6%
TOTALS			**204**	**100%**	**201,621**	

UNIT AVERAGE NET SF : **988**

* NET AREA IS COMPUTED TO INCLUDE SQUARE FOOTAGE FROM EXTERIOR FACE OF ALL EXTERIOR FRAME WALLS THAT ENCLOSE A/C SPACE. IT DOES NOT INCLUDE PATIOS, BALCONIES, PATIO/BALCONY STORAGE.

PROJECT DATA

UNIT AVERAGE NET SF :	**988**	**S.F.**
ACREAGE:	**7.89**	**GROSS ACRES**
DENSITY:	**26**	**UNITS/ACRE**
PARKING:		
REQUIRED	**326**	**SPACES**
PROVIDED	**333**	**TOTAL SPACES**
	333	**SURFACE SPACES**
	1.63	**SPACES/UNIT**

SCALE: 1" = 50' - 0" (24"x36" SHEET)

0' 50' 100' 200'

N

A201

HUMPHREYS & PARTNERS ARCHITECTS, L.P.
5339 Alpha Rd., Suite 300, Dallas, TX 75240 | 972.701.9636 | www.humphreys.com

ALLEN HARISON

ARCHITECTURAL SITEPLAN
SCHEME 08
May 5, 2021

27110 RANCH ROAD 12
DRIPPING SPRINGS,TX
HPA# 20406

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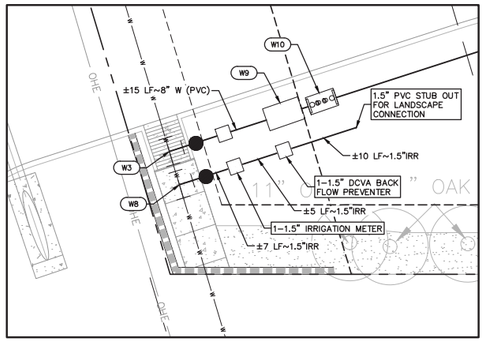


DETAIL "A"
1" = 10'

1. TREES SHOWN ON HERE, WERE LOCATED ON MONTH XX, 20XX.

PRIOR TO CONSTRUCTION, CONTRACTOR SHALL VERIFY EXISTING UTILITY INVERT, LOCATION AND SIZE AND NOTIFY ENGINEER IMMEDIATELY IF CONCERNS ARISE REGARDING THE HORIZONTAL OR VERTICAL CONFLICTS.

TELECOM KEYED NOTES

- E1 — 1-1ϕ TRANSFORMER REF. MEP PLANS
- E2 — 1-PULL BOX REF. MEP PLANS
- E3 — SECONDARY PULL BOX REF. MEP PLANS

- WW0 — PRIVATE LIFT STATION 8" INV IN=1140.14
- WW1 — WW MH-A1 DROP MANHOLE TOP=1150.08 8" INV IN (W)=1140.32 8" INV IN (E)=1144.30 8" INV OUT=1140.22
- WW2 — WW MH-A2 TOP=1149.95 8" INV IN (N)=1142.91 8" INV IN (W)=1141.09 8" INV OUT=1140.99
- WW3 — WW MH-A3 TOP=1148.40 6" INV IN=1141.77 8" INV OUT=1141.60
- WW5 — WW CO-A5 6" CLEANOUT INV=1144.00
- WW6 — WW CO-A6 8" CLEANOUT INV=1146.00
- WW7 — WW WYE-B1 8"X8" WYE INV=1144.40
- WW8 — WW CO-B2 8" CLEANOUT INV=1146.00
- WW9 — WW MH-B3 TOP=1153.00 8" INV IN(N)=1146.15 8" INV IN(E)=1145.08 8" INV OUT=1144.98
- WW10 — WW CO-B4 8" CLEANOUT INV=1149.00
- WW11 — WW MH-B5 TOP=1154.00 6" INV IN=1146.51 8" INV OUT=1145.60
- WW12 — WW CO-B4 6" CLEANOUT INV=1150.00
- WW13 — WW MH-C1 4" INV IN=1154.16 8" INV OUT=1153.82
- WW14 — WW MH-C2 8" INV IN=1153.55 8" INV OUT=1153.45
- WW15 — EXISTING WW MANHOLE PROP 8" INV IN=1153.42 EXIST 15" INV IN=1152.84 EXIST 15" INV OUT=1152.74

- W1 — 8" 1/8 BEND, M.J.
- W2 — 8"X8" TEE, M.J. 1-8" GATE VALVE 1-6" VALVE BOX, COMPLETE
- W3 — 12"X8" TAPPING SLEEVE ±32 LF ~ 8" DI 1-8" GATE VALVE, MJ 1-6" VALVE BOX, COMPLETE
- W4 — 1-8"X6" TEE, M.J. 1-8" GATE VALVE, M.J. 1-6" GATE VALVE, M.J. 2-6" VALVE BOX, COMPLETE 1-STD FIRE HYDRANT ASSEMBLY REF. PLAN SHEET FOR REQUIRED L.F.
- W5 — 8"X8" TEE, M.J. 1-8" GATE VALVE 1-6" VALVE BOX, COMPLETE
- W6 — 8"X8" WYE, M.J.
- W7 — 8" 1/16 BEND, M.J.
- W8 — 12"X1.5" TAPPING SADDLE 1-1" COPPER PIPE – CUT AS REQ. ±27 LF ~ 1.5" IRR 1-1.5" GATE VALVE, MJ 1-6" VALVE BOX, COMPLETE
- W9 — 8"X2" FIRE FLOW METER
- W10 — 1-8" DOUBLE CHECK DETECTOR ASSEMBLY AND VAULT
- W11 — REF. MEP FOR CONTINUATION
- W12 — 8" 1/32 BEND, M.J.

SCALE: 1"= 0' 40'

LEGEND

- PROPERTY LINE
- EASEMENT LINE
- PROPOSED UTILITIES
- WATER
- WASTEWATER
- ELECTRIC
- CONDUIT
- DRAINAGE
- GAS
- UTILITY CROSSING
- EXISTING UTILITIES
- WATER
- WASTEWATER
- ELECTRIC
- GAS
- DRAINAGE

S. ROB SHELTON BOULEVARD (60' R.O.W.)

SPORTS PARK ROAD (60' R.O.W.)

RANCH ROAD 12 (60' R.O.W.)

CHESTNUT RIDGE (60' R.O.W.)

4.36 ACRES
SPRING VALLEY FELLOWSHIP
D/B/A CHURCH OF THE SPRINGS
(VOL. 2535, PG. 838)
O.P.R.H.C.TX

82.02 ACRES
VIKTOR KOPPONEN AND SIRKKA KOPPONEN
VOL. 1265, PG. 776
O.P.R.H.C.TX

40 ACRES
CITY OF DRIPPING SPRINGS
VOL. 1462, PG. 671
O.P.R.H.C.TX

EXISTING _" WATER MAIN
EXISTING FIRE HYDRANT
25' BUILDING SETBACK
10' TRAIL EASEMENT
15' BUILDING SETBACK
10' ELECTRICAL UTILITY EASEMENT VOL. 1393, PG. 301 O.P.R.H.C.TX
50' SETBACK LINE
10' BTE EASEMENT AND R.O.W. VOL. 1063, PG. 853 O.P.R.H.C.TX
10' WATERLINE EASEMENT VOL. 199, PG. 639 O.P.R.H.C.TX
150' HEIGHT RESTRICTION BUILDING SETBACK
50' LANDSCAPE BUFFER
BUILDING 3 TYPE II 3 STORY FFE = 1150.00
BUILDING 2 TYPE IV 4 STORY FFE = 1152.00
BUILDING 2 TYPE IV 4 STORY FFE = 1152.00
BUILDING 1 TYPE III 4 STORY FFE = 1155.00
CLUB HOUSE 5,600 S.FT FFE = 1156.00
POOL
±208 LF ~ 8"W (PVC)
±397 LF ~ 8"W (PVC)
±291 LF ~ 8"W (PVC)
±9 LF 8"W (PVC)
±13 LF 8"W (PVC)
±34 LF 8"W (PVC)
±44 LF 8"W (PVC)
±42 LF 8"W (PVC)
±30 LF 8"W (PVC)
±26 LF 8"W (PVC)
±16 LF 8"W (PVC)
±11 LF 8"W (PVC)
±24 LF 8"W (PVC)
±93 LF ~ 8"W (PVC)
±92 LF ~ 8"W (PVC)
±7 LF ~ 8"W (PVC)
±190 LF ~ 8"W (PVC)
±169 LF ~ 8"W (PVC)
±219 LF ~ 8"W (PVC)
±125 LF ~ 8"W (PVC)
±82 LF ~ 8"W (PVC)
36.83 L.F.~8" SS @ 8.40%
36.76 L.F.~6" SS @ 6.07%
151.16 L.F.~8" SS @ 0.34%
198.20 L.F.~8" SS @ 0.34%
23.81 L.F.~8" SS @ 0.34%
29.96 L.F.~8" SS @ 0.34%
169.69 L.F.~8" SS @ 0.34%
38.07 L.F.~8" SS @ 4.20%
33.91 L.F.~8" SS @ 8.40%
152.89 L.F.~8" SS @ 0.34%
428.26 L.F.~6" SS @ 12.35%
7.00 L.F.~4" HDPE FORCE MAIN
12.19 L.F.~4" HDPE FORCE MAIN
464.96 L.F.~4" HDPE FORCE MAIN
28.47 L.F.~4" HDPE FORCE MAIN
8.72 L.F.~8" SS @ 0.40%
68.00 L.F.~8" SS @ 0.40%
CONNECTION TO CITY WW SYSTEM
SEE DETAIL "A" THIS SHEET
CONTRACTOR TO CONSTRUCT MANHOLE TO TIE IN PROPOSED 8" SEWER MAIN TO EXISTING 15" SEWER MAIN. VERIFY INVERTS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES

Date: May 20, 2021, 8:25am User ID: DMartinus
File: H:\Projects\512121.000\Design\Civil\50-512100.dwg

HUMPHREYS & PARTNERS ARCHITECTS, L.P.
5339 Alpha Rd., Suite 300, Dallas, TX 75240 | 972.701.9636 | www.humphreys.com

ALLEN HARRISON COMPANY

PAPE-DAWSON ENGINEERS
SAN ANTONIO I AUSTIN I HOUSTON I FORT WORTH I DALLAS
2000 NW LOOP 410 I SAN ANTONIO, TX 78213 I 210.375.9000
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10028800

AHC DRIPPING SPRINGS

OVERALL UTILITY PLAN

May 20, 2021

SHEET: 11 OF 55
PD JOB: 51221-00

PERMIT SET

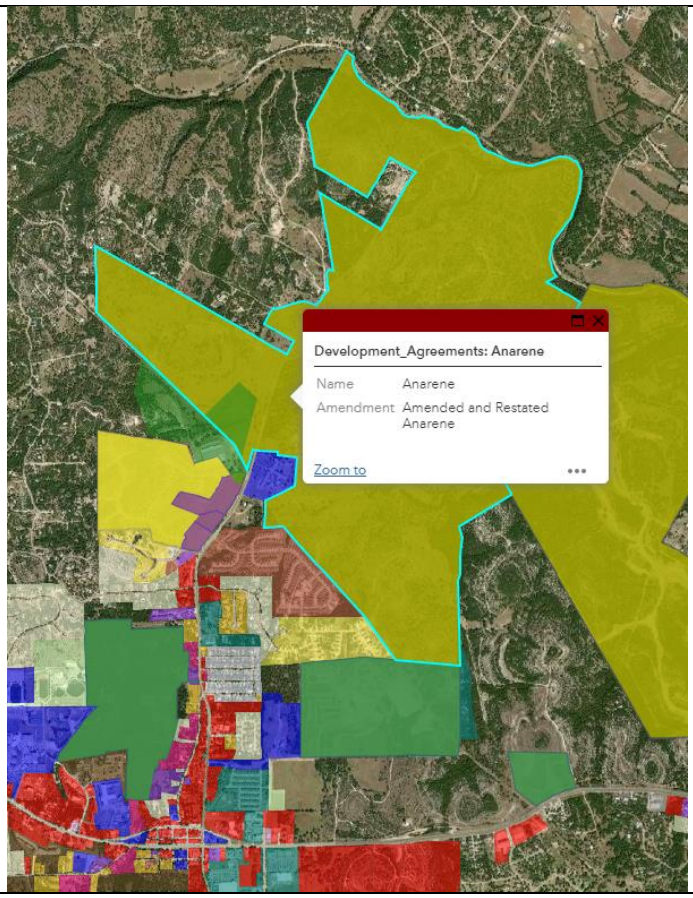
27110 RANCH ROAD
DRIPPING SPRI

HPA# 20406

City of Dripping Springs

Post Office Box 384
511 Mercer Street
Dripping Springs, Texas 78620

Agenda Item Report from: Laura Mueller, City Attorney; Leslie Pollack, Transportation Engineer; David Tuckfield, Utility Counsel; Brent Luck, Parks Consultant

Meeting Date:	September 7, 2021
Agenda Item Wording:	**Public hearing and consideration of action on an ordinance approving DA2020-002: an application for an Amended and Restated Development Agreement for the Anarene/Double L tract as an update to the 2015 Amended and Restated Development Agreement on RR 12 north of 290 including an increase in density, roadways, parks improvements, and related changes.** *Applicant: Pablo Martinez, BGE, Inc.*
Agenda Item Requestor:	Pablo Martinez, BGE, Inc.
Applicant:	Pablo Martinez, BGE, Inc.
Owner:	Double L Development, LLC
Date of Application:	**April 20, 2020**
Staff Recommendation	Approval as presented with minor clarification on landscaping requirements.
Blue Lined – Anarene Ranch **Light Gray-City Limits** **1675 acres** **Proposed Site of Anarene/Double L**	

Summary/Background:

The applicant is requesting an amendment to their Development Agreement. The new proposal would increase residential units from 1,677 to 2,231 units and lessening the commercial uses. The tract is approximately 1677-acre tract of land, generally located North of the city on RR 12 on both sides of the road. It is the Hill tract. It is an established ETJ MUD and the City will not receive property taxes from this development. There is no base zoning because it will remain an ETJ property, but the average density will be 1.4 units per acre. The residential lots will be a mix of lots from 35-foot to acre estate lots. There is also a section of proposed garden homes (35 and 40 foot lots). The commercial is adjacent to RR 12. They are also proposing to donate additional land for a new school having originally donated the land for the Dripping Springs Elementary School. The owner has also already donated 25 acres to Dripping Springs Ranch Park which resulted in the original development agreement.

Location:

The property is located north of U.S. Highway 290, east and west of RR 12, west of Headwaters Subdivision and just north and east of DSRP.

Physical and Natural Features:

The property contains a few single family residences but is primarily vacant, with tree coverage and multiple hilltops.

Surrounding Properties:

The eastern portion of this property is located adjacent to Headwaters Subdivision and Rathgeber Natural Resource Park north of the core of the City of Dripping Springs, which has less dense development patterns. This development borders the Founders Ridge and Legacy Trails subdivisions. There has been rapid growth just east and south of this area of the City, therefore making it essential to coordinate densities as the property pushes away from the core.

History:

Original Development Agreement – 2012 – 1,696 Acres

- 25 acres dedicated to Dripping Springs Ranch Park – which fulfilled all parkland dedication requirements for the whole parcel
- Applicable Rules from 2012
- Created the MUD
- 30-year term (2042)

Amended Development Agreement – 2015 – 1,677 acres

- 245 acres of open space/parkland including the 25 acres of Dripping Springs Ranch Park
- Trails to be determined later
- Hilltop Preservation
- Applicable Rules from 2012
- 1,677 residential dwelling units
- 700 acres Single Family
- 157 acres Single Family Estate Lots
- 138 acres Mixed Use Residential

- 238 acres Commercial
- 67 acres of Roads
- 6,000 square foot lot size minimum
- 1,710 Water and Wastewater LUE
- No Fiscal Security
- 30-year term (2045)

Initial Amended Development Agreement Proposal – 2020 – 1,677 acres

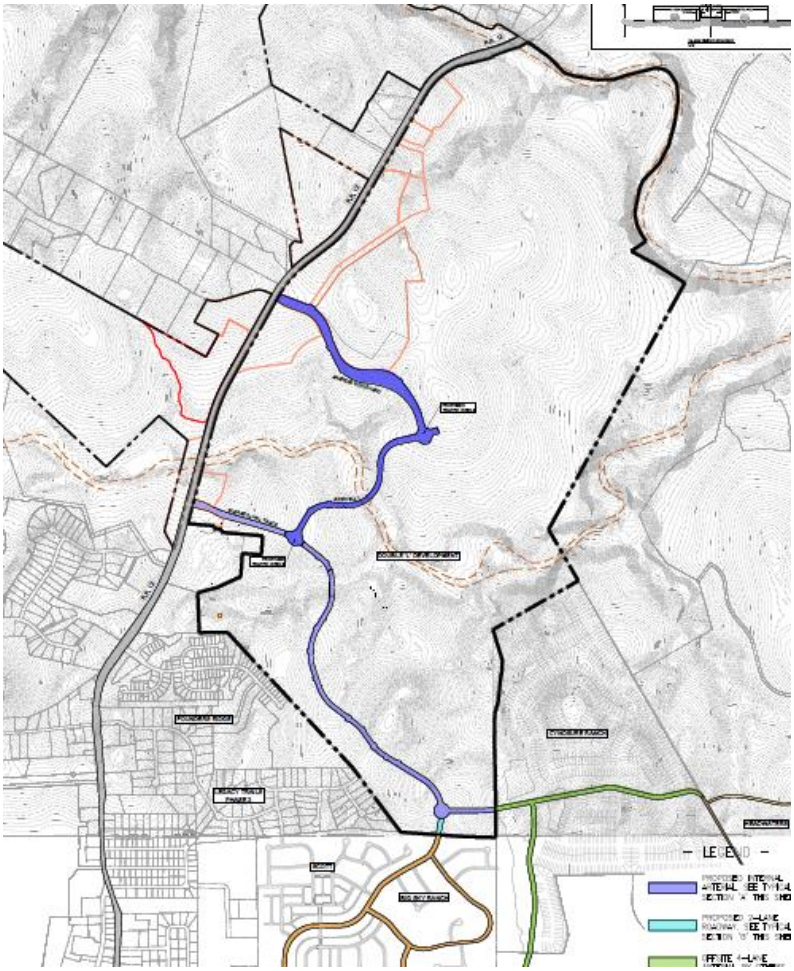
- 345 acres of Parkland out of 474 acres of Open Space
- Trails to be determined later
- Hilltop Preservation
- Applicable Rules from 2012
- 2,843 residential dwelling units including 435 multi-family units plus up to 10% increase
- 1,207 acres Single Family
- 265 acres Single Family Estate Lots
- 26 acres multi-Family
- 177 acres Commercial
- 3,393 Water and Wastewater LUEs
- Sign Ordinance would not apply
- No Fiscal Security
- Roads don't need approval
- 45-year term (2057)

Current Amended Development Agreement Proposal – 2020 – 1,677 acres

- 345 acres of Parkland out of 474 acres of Open Space
- Hilltop Preservation
- Primary Trail between DSRP and Eastern border of project with potential connection to Rathgeber Natural Resource Park
- $648 Park Development Fee per residential unit over 1710 residential units minus the cost of the Primary Trail
- Driveway Connect for DSRP through Commercial Section
- Current Lighting Ordinance
- 2015 Landscape Ordinance for Commercial and specific tree requirements for residential lots
- 2,231 residential dwelling units plus 250 senior living multi-family units
- 3,500 minimum lot size
- 189 acres Single Family Estate Lots
- 6 acres Senior Living Multi-Family (No other multi-family)
- 200 acres Commercial
- Buffers between project and residential lots in Legacy Trails and Founders Ridge.
- Water and Wastewater LUEs based on 2481 residential units and 200 acres commercial
- Sign Ordinance applies-Master Sign Plan later
- Fiscal Security

- Priority roads provided in phased approach including start and completion dates and 4 lane arterials
- 20-year term plus possible 10-year extension (2041/2051)

Transportation Master Plan :



City staff initially requested the following improvements from the Anarene Development:

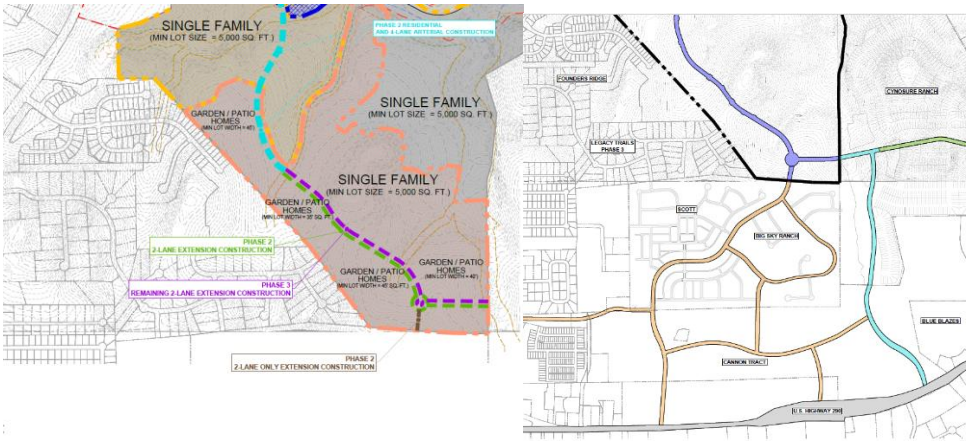
1. Construction of a four-lane major arterial between RM 12 and US 290 prior to connection of the Wild Ridge four-lane roadway to the shared property line.
2. Additional transportation improvements on RM 12 as required by TxDOT.
3. Additional transportation improvements as identified in the Traffic Impact Analysis.

The Anarene Development has agreed to the following:

1. Construction of a four-lane major arterial between RM 12 and US 290, phased with development.
2. Construction of a traffic signal at the northernmost access on RM 12 when warrants are met.
3. Construction of right-turn lanes on RM 12 at the two primary access points with Phase 1 of the development.
4. The Traffic Impact Analysis has been approved for Phase 1. Additional off-site and on-

site transportation improvements will be required as identified with completion of a full Traffic Impact Analysis.

The transportation improvements proposed to be constructed by the Anarene development are those that provide additional roadway capacity. These improvements align with the City's transportation priorities. The construction of a four-lane arterial between RM 12 and US 290 provides needed mobility in this quadrant of the City.



The Applicant has proposed a phased approach for construction of the arterial in three phases. The final phase will include widening of the south-east section of the arterial from two lanes to four lanes commencing in February 2025. The primary concern with this approach is that this will result in a period of time where a two-lane roadway in the Double L development will connect with a four-lane roadway in the Wild Ridge Development. This duration is estimated at one year based on current construction timeline projections. A merge section, meeting applicable safety standards will be required for the transition. The projected traffic from Wild Ridge, Double L, and the surrounding community would be adequately served with the proposed construction phasing plan of the arterial.

An analysis of traffic operations was completed at the end of 2025 at which time the roadway would remain a two-lane arterial. It is assumed that traffic from surrounding developments, Wild Ridge, Big Sky, and Cannon will utilize this arterial to access North RM 12. Similarly, traffic generated from within Double L, will utilize this arterial to access east US 290. The connection of the arterial between US 290 (through Wild Ridge and Double L) to RM 12 will also provide an opportunity for vehicles to bypass the intersection of US 290 and RM 12, alleviating traffic demand on this critical intersection within Dripping Springs. In total, HDR's estimate of traffic through the south-easternmost section of the arterial is 6,300 vehicles per day in 2025. This assumes a diversion of 2,600 vehicles per day to this arterial from US 290 and RM 12. This diversion is a conservative assumption developed to provide a "worst-case" scenario on the arterial roadway for this evaluation. A two-lane arterial will function at acceptable levels of service with this projected traffic volume through 2025.

Utilities:

The subject property is within the City of Dripping Springs service area for wastewater and water. Wastewater and water services have been secured through agreements with the City of Dripping Springs. The City shall be the retail wastewater provider for the development. The City shall be a wholesale water provider to the development for 15 years, after which it will take over as the retail water provider.

WATER:

Although the City and Double L Development, LLC already have an executed water agreement (effective December 27, 2018), circumstances have changed that necessitate an amendment to that Agreement.

First, the original water agreement contemplated that the City would be a wholesale water service provider for 15 years, at which time the City would then become the retail water provider. After consultation with all the parties (including the WTCPUA), it was determined that the City should be the retail provider at all times. Amendments to Original Water Agreement are being made to reflect the fact that the City will be the retail water provider for the development.

Second, the development is anticipated to use more LUEs that originally contemplated. These amendments reflect the ultimate total of LUEs to be used.

Finally, the Original Agreement is clarified to assure that the Developer is aware that it must comply with all requirements imposed by the WTCPUA.

WASTEWATER:

Although the City and Double L Development, LLC already have an executed wastewater agreement (effective December 11, 2018), circumstances have changed that necessitate an amendment to that Agreement.

Developer has proposed, and Staff supports the idea of, an alternative method to provide wastewater service until the Discharge Permit Facilities are constructed. The alternative method would be to have the Developer construct a "scalping plant". A scalping plant is authorized by TCEQ as a wastewater plant that is still connected to the City System, but that serves to treat wastewater and provide reuse wastewater near the scalping plant. This allows to City to provide reuse wastewater without transporting the wastewater to the South Regional Plant, and then having the send the treated effluent back up to Double L. The treatment and use can all be done on the Double L site. The scalping plant would be authorized under the City's existing permit. The scalping plant would be subject to all the limits of the City's existing permit. Thus, it does not expand the City's capacity, but it allows the City to reuse the wastewater in an area far from the City's plant. All costs to construct (and ultimately remove) the scalping plant would be paid by the Developer. The Developer would also pay monitoring costs associated with operation of the plant. The City will operate the scalping plant and collect retail wastewater fees (and impact fees) from customers. The scalping plant is a temporary remedy until the Discharge Facilities are fully constructed. This Amendment allows for this plan.

Electricity will be provided through Pedernales Electric Cooperative (PEC).

Development Agreement Regulations:

The Amended Development Agreement has a variety of residential units including garden homes, 40, 50, 60, 70 ft width lots up to one acre estate lots. It also includes senior multi-family as well as up to 200 acres of commercial acreage. The lots have been arranged so as to transition from one lot size to another and to complement adjacent projects and subdivisions.

DOUBLE L LOT MIX AND ALLOWED VARIANCE

LOT TYPE	TOTAL	5% ALLOWED VARIANCE*	HIGH LIMIT	LOWER LIMIT
35'	73	0	73	73
40'	96	0	96	96
45'	110	0	110	110
50'	417	21	438	396
60'	302	15	317	287
70'	315	16	331	299
80'	269	13	282	256
90'	282	14	296	268
105' to 0.75 Acre	178	9	187	169
0.75 to 1.0-Acre	189	9	198	180
	2231			

*MAXIMUM OVERALL LOT INCREASE CAPPED AT 75 LOTS

RESIDENTIAL LOT WIDTH & SIZE TABLE	
MINIMUM LOT WIDTH AT FRONT SETBACK	MINIMUM LOT SIZE (SF)
35'	3600
40'	4000
45	4500
50	5000
60'	6000
70'	7000
80'	7500
90	8000
105'	10000
1.0-Acre	43560

The Development Agreement Concept Plan uses are as follows:

- Single-Family Dwelling, Detached;
- Garden Homes;
- Retail;
- Daycare;
- School;
- Amenity Centers and Parkland.

Other development regulations:
Anarene development will comply with:

1. Building Codes;
2. Sign Ordinance (through Master Sign Plan);
3. Current Lighting Ordinance;
4. Landscaping Ordinance from 2015-6300.10 plus additional trees for residential lots as exhibit;
5. Hilltop preservation (6 hilltops);
6. Exterior Design & Architectural Standards Ordinance for Commercial Development;
7. Listed Setbacks.

Parkland:
At its June 7, 2021, meeting, Parks and Recreation Commissioners unanimously approved the following items for the Anarene Development:

Approval of the Parkland Dedication for Anarene Project based on requested update to their Amended Development Agreement, with the following conditions:

- Application of a $240,500.00 credit to the parkland development fee with a proposed credit for the public use trail (indicated as a solid purple line on the parkland dedication map); and
- The language for payout be designed so that it triggers when the additional lots are platted for the garden/patio homes and multifamily section, or when the number of platted dwelling units goes above 1,710, whichever comes sooner.

This motion approval included the developer paying the $648/ additional lot over 1,710 residential lots for parkland development fees. The total residential lots allowed per this DA modification is 2,886. So, the delta of additional lots is 1,176 with a calculated parkland development fee of $762,048. Reduction of this amount by $240,500 (for the trail credit mentioned above) brings the parkland development fee to $521,548.

The updated agreement provides for the developer paying the $648/ additional lot over 1,710 residential lots for parkland development fees. The total residential lots allowed per this DA modification is 2,472. So, the delta of additional lots is 762 with a calculated parkland development fee of $493,776. Reduction of this amount by $240,500 (for the trail credit mentioned above) brings the parkland development fee to $253,276.

The Anarene Development has agreed to the following:

1. Developer shall not be required to submit park plans for each phase of development to the City's Parks and Recreation Commission if Developer develops Parkland in

accordance with the attached.

2. The Developer agrees to work with the City to allow the City to construct public trail connections extending from the Trail to Dripping Springs Ranch Park and Rathgeber Natural Resource Park.
3. The Developer agrees to pay park fees in the amount of $648 per residential unit for multi-family and for residential lots of 40' wide or smaller (the "Garden Home Product"). The Developer further agrees to pay park fees in the amount of $648 per single-family residential unit (excluding Garden Home Product) that results in the number of platted single-family lots (excluding the Garden Home Product) within the Project exceeding 1,710 single-family residential units ("Additional Lots"). Provided, however, the City agrees to offset the amount of park fees otherwise owed under this Section 2.4 for Additional Lots by (i) the costs incurred by the Developer to construct the Trail or other trail facilities open to the general public except for the shared use path described in Section 3.17, and (ii) the dollar amount of any private contribution by Owner for any grant application for parks.
4. Park fees for multi-family, Garden Home Product and the Additional Lots shall be due and payable, in phases, to the City at the time multi-family, Garden Home Product and Additional Lots are platted or at time of final platting of a Phase which includes multi-family, Garden Home Product and Additional Lots, whichever comes first, based on the number of multi-family, Garden Home Product and Additional Lots included in the plat.
5. Developer shall preserve each of the six (6) hilltops. Building heights on such hills shall be limited to twenty (20) feet greater than the top of the corresponding hilltop; provided, however, nothing will prevent Developer from constructing water storage tanks on four (4) of the hills. Developer will endeavor to have the color of such tanks blend into the natural settings.

The parkland dedication and development fee agreements proposed by Anarene development align with the direction and motion approved by the Parks and Recreation Commission at their June 7, 2021, meeting.

Highlights:

1. 4 lane roadways within development to serve the development and the neighboring properties;
2. Oversized utility infrastructure;
3. Trails including a potential connection to Rathgeber Natural Resource Park;
4. Parkland in excess of Parkland Dedication Ordinance.

Changes from Planning and Zoning Commission:

1. Buffers between Legacy Trails, Founders Ridge, and Shelton Ranch Road are now all 25 feet. This appears in an exhibit and in the Development Agreement.
2. Added residential tree requirements.
3. Moved garden homes away from the border with Legacy Trails and Founders Ridge and replaced with 50 foot lots and larger.
4. Included additional language related to the 3 phase approach to the roads but the three phase approach remains.

5. Added 9 lots in order to accommodate the move of the garden homes requested by the Planning and Zoning Commission and the public.

Evaluation:

According to Article 22.02.005, the Development Agreement shall be evaluated with respect to the following objectives:

Article 22.02.005
a) Guarantee the continuation of the extraterritorial status of the land and its immunity from annexation by the city for a period not to exceed 15 years;
This is an amendment to an existing Amended Development Agreement. This Amendment extends the agreement by 20 years. Because of the size and complexity of this development, 15 years is an insufficient amount of time to complete the project. The Agreement allows for a 10 year extension by City Council.
b) Extend the city's planning authority over the land by providing for a development plan to be prepared by the landowner and approved by the municipality under which certain general uses and development of the land are authorized;
This Agreement provides for single family, senior living multifamily, and commercial uses. It allows for a variety of single-family lot sizes of up to 2,231 single-family units plus an additional 250 senior multi-family units. The commercial areas are required to comply with the City's Exterior Design & Architectural Standards Ordinance.
c) Authorize enforcement by the city of certain municipal land use and development regulations (e.g., zoning and building codes) in the same manner the regulations are enforced within the municipality's boundaries;
This project must follow the Hilltop Preservation, 2017 Lighting Ordinance, Building Code, and 2015 Landscaping Ordinance. Exterior Design & Architectural Standards have to be followed for the commercial section. It also will provide for a Master Sign Plan in the future. It also requires compliance with impervious cover and water quality buffer zones. This agreement includes language which allows City enforcement of these requirement. There will be one water tower on one of the hilltops.
d) Authorize enforcement by the city of land use and development regulations other than those that apply within the municipality's boundaries, as may be agreed to by the landowner and the municipality;
See subsection c above.
e) Provide for infrastructure for the land, including:(A) Streets and roads;(B) Street and road drainage;(C) Land drainage; and(D)Water, wastewater, and other utility systems;
This project will construct a major arterial that connects RM 12, Wild Ridge, and Big Sky Developments. It will also be constructing regional water and wastewater pipelines that will service it and assist with service to neighboring projects. The development will preserve existing natural drainageways by establishing Water Quality Buffer Zones along them per the City's water quality ordinance. The development will preserve Critical Environmental Features (CEFs) by providing a geologic assessment for the tract and establishing protective setbacks for any CEFs

	identified per the City's subdivision ordinance. The development will also protect existing natural drainageways and water quality by providing stormwater detention and water quality facilities per City and TCEQ regulations.
f)	Authorize enforcement of environmental regulations;
	TCEQ, City Regulations, Water Quality Buffer Zones, and Lighting requirements must be followed.
g)	Provide for the annexation of the land as a whole or in parts and provide for the terms of annexation, if annexation is agreed to by the parties;
	Annexation is not anticipated.
h)	Specify the uses and development of the land before and after annexation, if annexation is agreed to by the parties; or
	Lot sizes for residential areas and uses for commercial areas have been determined.
i)	(c)Factors to be considered by the city in approving an agreement include, but shall not be limited to: (1) Public benefits; (2) Adequate environmental protection; (3) Burden on the city's infrastructure; (4) Consistency with the city's comprehensive plan; (5) Conformance of the agreement with the intent and purposes of city regulations; and (6) Fiscal impact of the agreement and resulting development on the city.
	The public benefits include roads, oversized utility lines, trails, and parkland, as well as compliance with current city ordinances. The environmental regulations of the City and State will be followed. This development will provide additional infrastructure to meet its needs. It will impact the RR12 but will be required to improve RR 12 if required by the Traffic Impact Analysis or TxDOT. It is meeting city regulations, including those that do not traditionally apply in the ETJ. The City will receive no property taxes from this development. The City will receive some Park Development Fees and review fees from this development.

Commission Recommendations:	The Planning and Zoning Commission recommended approval with the following changes: 1. Buffer areas for three locations (changed); 2. Move garden homes away from border with Founders Ridge and Legacy Trails (changed); 3. Clarify Landscaping Requirements (changed); 4. Change 3 phases of roads to 2 phases (unchanged but some language added to assist with transition from 2 lane to 4 lane road).
Actions by Other Jurisdictions/Entities:	The TIA is still under review by the Texas Department of Transportation.

Previous Action:	No previous action taken.
Recommended Action:	Approval of the Amended Development Agreement as presented.
Alternatives/Options:	Changes to the Amended Development Agreement (Postponement); Disapproval of the Amended Development Agreement and continue with existing development agreement.
Budget/Financial Impact:	The City will gain additional roads, trails, and various development fees. The City will not maintain roads or parks within this development. The City will not receive property taxes from this development.
Attachments:	- Agreement - Prior Agreements - Exhibits - Staff Report
Related Documents at City Hall:	
Public Notice Process:	Notice was published in the newspaper and letters were sent to neighbors within 300 feet.
Public Comments:	Comments were received in opposition to this project including concerns related to buffers between neighborhoods, size of homes near borders, and use of natural resources.
Enforcement Issues:	N/A
Comprehensive Plan Element:	N/A

CITY OF DRIPPING SPRINGS

ORDINANCE NO. 2021-

DEVELOPMENT AGREEMENT ORDINANCE

AN ORDINANCE OF THE CITY OF DRIPPING SPRINGS, TEXAS, TO ADOPT THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR DOUBLE L DEVELOPMENT, LLC TRACT (FORMERLY ANARENE), ATTACHED HERETO AS EXHIBIT "A", INCLUDING THE FOLLOWING: FINDINGS OF FACT; ENACTMENT; EFFECTIVE DATE; FILING; SEVERABILITY; AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Dripping Springs ("City") is a Type-A, General Law municipality located in Hays County, Texas with the rights and privileges thereto;

WHEREAS, the City is authorized by Texas Local Government Code § 51.001 to adopt or amend any ordinance is for the good government, peace, or order of the municipality or for the trade and commerce of the municipality; and

WHEREAS, the City has the legal authority to negotiate with the owners of proposed development projects in the interest of the parties and the general public; and

WHEREAS, the power to enter Developer Participation Agreements is provided in Section 212.071 of the Texas Local Government Code; and

WHEREAS, the general power to regulate subdivisions is provided in Sections 212.002 and 212.003 of the Texas Local Government Code; and

WHEREAS, the basic power to enter contracts is provided in Sections 51.001, 51.014, 51.035 and 51.051(b) of the Texas Local Government Code; and

WHEREAS, the City entered into a Development Agreement with Anarene Investments on October 17, 2012 (the " Original Agreement"), which was recorded in Volume 4466, Page 327 of the Official Public Records of Hays County, Texas; and

WHEREAS, the Agreement was amended in January 2015; and

WHEREAS, the Agreement was assigned to Double L Development in September 2019; and

WHEREAS, in April 2020, Double L Development, LLC requested an amendment to the Development Agreement to increase the number of residential units; and

WHEREAS, the City requested, and Double L Development, LLC, has agreed to apply certain land use ordinances and other requirements to its project as well as provide for open

space, parkland, and certain lotting patterns; and

WHEREAS, the City deems it in the best interest to its citizens to adopt the Amended and Restated Development Agreement for Anarene Investments Tract, attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DRIPPING SPRINGS, TEXAS:

1. FINDINGS OF FACT

All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of Dripping Springs, Texas, and are hereby approved and incorporated into the body of this Ordinance as if copied herein in their entirety.

2. ENACTMENT

This Ordinance as shown in Exhibit "A" approves the accompanying Development Agreement as shown in Exhibit "B".

3. EFFECTIVE DATE

This ordinance shall be effective immediately upon passage and publication.

4. FILING

A. The City Secretary is hereby instructed to include this Ordinance in the records of the City.

B. The City Secretary is hereby instructed to file a certified copy of this Ordinance with the Hays County Clerk.

5. SEVERABILITY

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

6. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government

Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED this the _____ day of _____ 2021, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the City Council of the City of Dripping Springs, Texas.

THE CITY OF DRIPPING SPRINGS:

_____
Bill Foulds Jr.

ATTEST:

_____
Andrea Cunningham, City Secretary

EXHIBIT "A"

AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR ANARENE INVESTMENTS TRACT

STATE OF TEXAS

COUNTY OF HAYS

This Amended and Restated Development Agreement (the "Agreement") is between the City of Dripping Springs, (the "City"); ANARENE INVESTMENTS, LTD, a Texas limited partnership ("Anarene" or "Owner"); DOUBLE L DEVELOPMENT, LLC, a Texas limited liability company, as successor in interest to ANARENE INVESTMENTS, LTD, a Texas limited partnership ("Developer" or "Owner"); LL RANCH INVESTMENTS, LP, a Texas limited partnership ("LL Ranch" or "Owner"); Melinda Hill Perrin ("Perrin" or "Owner"); and John Graham Hill ("Hill" or "Owner") (LL Ranch, Anarene, Perrin and Hill are sometimes collectively referred to as the "Landowners"). In this Agreement, the City and Owner are sometimes individually referred to as a "Party," and collectively referred to as the "Parties".

RECITALS:

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

WHEREAS, the City and Anarene entered into an Amended and Restated Development Agreement for Anarene Investments Tract (the "Development Agreement") effective August 13, 2015; and

WHEREAS, Anarene assigned its rights, title and interest in the Development Agreement to the Developer pursuant to that Assignment and Assumption Agreement effective September 25, 2019; and

WHEREAS, the Landowners own a portion of the Land that is subject to the Development Agreement and agree to subject the Land to the terms and conditions of the Development Agreement; and

WHEREAS, the Parties now wish to amend and restate the Development Agreement; and

WHEREAS, the City is authorized to enter into this Agreement pursuant to Section 212.172 of the Texas Local Government Code, and the City and Owners are proceeding in reliance on the enforceability of this Agreement;

NOW, THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the City, Developer, and Landowners hereby agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Act: House Bill 4183 of the 84th Legislature, Regular Session, codified as Chapter 7916 of the Texas Special District Local Laws Code.

1.2 Agreement: This contract between the City of Dripping Springs, Texas and Owners, including exhibits.

1.3 Applicable Rules: The City Rules, as defined herein will be applicable to the development of the Land for the term of this Agreement. This term does not include applicable Zoning, Building Codes, Landscaping, Lighting, Sign, or Exterior Design standards, as those ordinances may apply or hereafter be applied to residential and nonresidential properties. This term does not include regulations mandated by state law, or that are necessary to prevent imminent harm to human safety or property, which may be modified and made applicable to the Project even after the Effective Date.

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

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

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

1.7 City Rules: Ordinance No. 2019-29 (Subdivision Ordinance), Lighting Ordinance as it may be amended from time to time and except as modified herein; Ordinance No. 3500.11(Water Quality Protection), Ordinance No. 2020-12 (Sign Ordinance), Ordinance No. 2019-39 (Dripping Springs Technical Criteria), the ordinances in effect as of the Effective Date identified on **Exhibit J,** all as modified by Project Approvals and variances granted concurrent with this Agreement including the variances listed in **Exhibit E**.

1.8 County: Hays County, Texas.

1.9 District or Districts: Any conservation and reclamation district(s) authorized pursuant to Texas Constitution Article III, Section 52 and Article XVI Section 59, including Hays County Municipal Utility District No. 7, that includes the Land or portions thereof and any subsequent district or districts that may be created by division of such district or districts.

1.10 Dripping Springs Technical Criteria: The criteria adopted in Article 28.07 of the City of Dripping Springs Code of Ordinances that includes technical criteria standard

specifications and adopted in Ordinance 2019-39 and as modified by this Agreement including the variances in **Exhibit E**.

1.11 Effective Date: October 17, 2012.

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

1.13 Impervious Cover Percentage: The percentage calculated by dividing the total acres of impervious cover on the Land by the total number of acres included in the Land.

1.14 Impervious Cover: As defined by the TCEQ, currently 30 Texas Administrative Code 213.3 (17) and as defined in the Dripping Springs Code of Ordinances Section 22.05.016(c) except swimming pools shall not be considered as impervious cover if they comply with freeboard requirements to capture the water quality volume for the surface area as required by the TCEQ. For residential tracts, Single Family Lot Impervious Cover Assumptions, as set forth in **Exhibit H**, shall be utilized to determine impervious cover on residential lots.

1.15 Land: Approximately 1675.094 acres of land, in Hays County, Texas, more fully described on **Exhibit A**, attached, and the approximately 2.066 acres described in **Exhibit A-1** in the event such land is acquired by one or more Owners.

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

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

1.18 Maximum Impervious Cover: The maximum impervious cover per residential lot shall be in accordance with **Exhibit I**.

1.19 Owner: One or more Owner listed above and any subsequent Owner, as assigned.

1.20 Phase 1 Road: The four-lane arterial, which will include a five-foot sidewalk, and shared-use path (8’ or 10’ depending on width of connecting path), as shown generally by red dashed line on **Exhibit G-1** within the area outlined in blue on **Exhibit G-1**.

1.21 Phase 2 Road: (i) The four-lane arterial, which will include a five-foot sidewalk, and shared-use path, 10' width , as shown generally by teal dashed line on **Exhibit G-1**, and (ii) the two-lane roadway extension to the boundaries of Cynosure (also known as "Wild Ridge"), as shown generally by green dashed line on **Exhibit G-1**, and to Big Sky Ranch, as shown generally by brown dashed line on the **Exhibit G-1**, all within the area outlined in yellow on **Exhibit G-1**.

1.22 Phase 3 Road: An additional two-lane expansion to the Phase 2 Road two-lane road to the boundary of Cynosure ("Wild Ridge"), as shown generally by purple dashed line on **Exhibit G-1** within the area outlined in orange on **Exhibit G-1**.

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

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

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

1.26 Shared Use Path: a multi-use path (10') to be constructed within the Phase 1 Road and Phase 2 Road right of way.

1.27 Single Family Lot Impervious Cover Assumptions: As stated in **Exhibit H**.

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

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

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

ARTICLE 2. PUBLIC BENEFITS, INFRASTRUCTURE & AMENITIES

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

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

2.2.1 Aquifer Protection: Developer will comply with all applicable TCEQ regulations. Developer shall also take reasonable measures to protect the Trinity Aquifer, including at a minimum adherence to the Edwards Aquifer Rules for the Contributing Zone. If the development is a low-density development (less than fifteen (l5%) Impervious Cover), no structural water quality controls will be required.

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

2.2.3 Waterway Protection: Developer shall obtain authorization from and comply with applicable rules and regulations established by federal, state, and local governmental entities regarding waterway protection.

2.2.4 Stormwater Controls: Developer will prepare and implement a stormwater pollution prevention plan in compliance with the TCEQ's Texas Pollution Discharge Elimination System stormwater general permit for construction-related stormwater discharges. Owner will comply with the applicable Water Quality Controls as outlined in 2.2.8.

2.2.5 Endangered Species: Developer agrees to comply with the federal Endangered Species Act. City agrees that the TCEQ optional enhanced measures Appendix A and Appendix B to RG-348 are an approved regional plan acceptable to the United States Fish and Wildlife Service ("USFWS"). The City and Developer agree that by Developer complying with the TCEQ enhanced measures under RG-348, Developer is also in compliance with WTCPUA rules and policies related to the Endangered Species Act.

2.2.6 Water Conservation Plan: Developer shall comply with the current City plan, which has been approved by the WTCPUA.

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

2.2.8 Water Quality Controls: Water quality best management practices ("BMPs") will be designed to meet those established by TCEQ publication RG 348, Appendix A.

2.3 Parkland: In addition to the 25.7 acres previously donated to the City of Dripping Springs (25.7 acres parkland), an additional 345.0 acres of Parkland will be provided out of the approximately 474 acres of open space, with 80.76 acres being within the floodplain, reflected on the Concept Plan, **Exhibit D**, and the Master Plan for Parkland for the Land, **Exhibit B**. This dedication shall fulfill all parkland dedication requirements on the

Project, including but not limited to the requirements of Article 28.03 (Parkland Dedication) of the City's Code of Ordinances in effect as of the Effective Date of the Original Agreement, and no further dedication or payment will be required related to Parkland Dedication Fees other than that listed in this Agreement. Parkland will be dedicated in accordance with Section 28.03.006 of the Dripping Springs Code of Ordinances in effect as of the Effective Date of the Original Agreement and the attached **Exhibit B** Master Plan for Parkland for the Land. At the discretion of Developer, portions may be dedicated to the City, with the City's acceptance and approval, the County, a homeowner's association, or the District. Developer shall not be required to submit park plans for each phase of development to the City's Parks and Recreation Commission if Developer develops Parkland in accordance with the attached **Exhibit B**.

2.4 Trails and Accessibility: Developer agrees to work with the City to establish and locate mutually acceptable trail systems within the Land. Developer intends to construct a pervious maintenance road adjacent to certain detention and drainage facilities, which may serve the dual purpose of (i) providing access to, and the ability to maintain, detention and drainage facilities, and (ii) providing a public trail through the Project, as shown on **Exhibit B** attached hereto as the "Public Trail Through Double L" (the "Trail"). The Trail will meet TCEQ standards for construction within a buffer zone and the District's standards for access and maintenance of its drainage and detention facilities. The City may further improve the Trail, subject to a separate written agreement with the District. The Developer agrees to work with the City to allow the City to construct public trail connections extending from the Trail to Dripping Springs Ranch Park and Rathgeber Natural Resource Park. The Developer agrees to pay Park Development Fees in the amount of $648 per residential unit for senior living multi-family and for residential lots of 40' wide or smaller (the "Garden Home Product"). The Developer further agrees to pay Park Development Fees in the amount of $648 per single-family residential unit (excluding Garden Home Product) that results in the number of platted single-family lots (excluding the Garden Home Product) within the Project exceeding 1,710 single-family residential units ("Additional Lots"). Provided, however, the City agrees to offset the amount of Park Development Fees otherwise owed under this Section 2.4 for Additional Lots by (i) the costs incurred by the Developer to construct the Trail or other trail facilities open to the general public except for the Shared Use Path, and (ii) the dollar amount of any private contribution by Owner for any grant application for parks. Park Development Fees for senior living multi-family, Garden Home Product and the Additional Lots shall be due and payable, in phases, to the City at the time such senior living multi-family, Garden Home Product and Additional Lots are platted or at the time of final platting of a phase of development that includes senior living multi-family, Garden Home Product and Additional Lots, whichever comes first, based on the number of senior living multi-family, Garden Home Product and Additional Lots included in the plat.

2.5 Hilltop Preservation: Developer shall preserve each of the six (6) hilltops as depicted in **Exhibit C** attached hereto and incorporated herein for all purposes. Building heights on such hills shall be limited to twenty (20) feet greater than the top of the corresponding hilltop; Developer will dedicate land for one water storage tank which may be located on

one of the hilltops. Provided, however, nothing in this Section 2.5 will prevent Developer from conveyance of land for, or construction of water storage tanks on any of the four (4) hills, if required by the WTCPUA. Developer will endeavor to have the color of such tanks blend into the natural settings, however, the parties acknowledge that the color of such tanks may ultimately be determined by the WTCPUA.

2.6 Lighting: Developer, or an electric utility designated by Developer, will construct all illumination for street lighting, signage, security, exterior landscaping, and decorative facilities for the Project in accordance with the City Rules, including the Lighting Ordinance then in effect; provided however, the City agrees that the applicable lighting rules and regulations shall be no less favorable than those applicable to any other development within the City's boundaries or its ETJ, where applicable. Notwithstanding the foregoing, construction of street lighting shall be vested under the rules and regulations set forth in the Lighting Ordinance in effect at the time of execution of this Agreement unless otherwise agreed to, in whole or in part, by the Developer. District(s) will be required to operate and maintain the lighting within its boundaries according to City Rules. Owners agree that all restrictive covenants for the Project shall reinforce this provision and be applied to all construction and builders.

2.7 Landscaping: Developer shall comply with the City's Landscaping Ordinance (Ordinance No. 6300.10) in effect as of the Effective Date, as amended by this Agreement, in all commercial areas. Residential areas shall only be required to comply with the tree plan set forth in Exhibit L; provided, however, existing trees on an individual lot of at least three caliper inches may be used to satisfy the tree requirements set forth therein. Landscape design and vegetation along arterial roadways, will be a combination of native shade trees and ornamental trees along with clusters of native or adaptive shrubs and grasses at regular intervals along or within the right of way. Developer agrees that the use of native species of plant materials will be utilized throughout the Project attached as **Exhibit F**. Turf grasses on any lot within the Project shall be limited to Zoysia, Buffalo or Bermuda grasses. Other grasses may be approved by the City Administrator for lots utilizing drip irrigation systems. In no event may St. Augustine grass be used. The plant list attached as **Exhibit F** is approved.

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

ARTICLE 3. PROPERTY DEVELOPMENT

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

will control. If there is a conflict between the terms regarding construction of water and wastewater facilities under this Agreement and the Agreement for the Provisions of Nonstandard Wholesale and Retail Water Service, as amended, and the Wastewater Utility Service and Fee Agreement, as amended (collectively, the "Utility Agreements"), the terms regarding construction of water and wastewater facilities under the Utility Agreements shall control if there is an unavoidable conflict in terms that cannot be resolved by harmonizing the intent of this Agreement and the Utility Agreements. Notwithstanding anything contained herein to the contrary, the variances described on **Exhibit E** to the Development Agreement are approved.

3.1.1 Residential Density: (a) The maximum number of single-family residential dwelling units that may be developed on the Land shall be 2,231 single-family units with lot allowances as set forth in Exhibit N, provided, however, there shall be a maximum of 73 thirty-five (35') lots, 96 forty (40') lots, and 110 forty-five (45') lots and (b) the maximum number of senior living multi-family units shall be 250 units.

3.1.1.1 Residential Lot Size: The minimum size for any lot shall be 3,500 square feet. See **Exhibit K** for all lot sizes.

3.1.2 Water Service: The Land shall be entitled to receive water service in accordance with the Agreement for the Provision of Nonstandard Wholesale and Retail Water Service between the City and Double L Development, LLC (the "Water Service Agreement"), in an amount not to exceed 3,393 Living Unit Equivalents ("LUEs"). The Parties agree water service may be provided by a third-party utility provider, including, but not limited to, a special purpose district. Any area that is not provided water service by the West Travis County Public Utility Agency ("PUA") shall not be subject to the memorandum of understanding between USFWS and LCRA, as predecessor to the PUA ("MOU"), or the PUA Service and Development Policies related to compliance with the MOU. The Water Service Agreement is hereby modified to increase the LUEs available to serve the Land to 3,393 LUEs.

3.1.2.1 Service Extension Request. The City agrees to submit a service extension request ("SER") to the PUA for reservation of an additional 1,683 LUEs for the Land within thirty (30) days of the Developer submitting the request to the City. Such 1,683 LUEs will be in addition to the 1,710 LUEs previously approved by the PUA that is reserved to serve the Land.

3.1.3 Wastewater Service: The Land shall be entitled to receive wastewater service in accordance with the Wastewater Utility Service and Fee Agreement between the City and Double L Development, LLC (the "Wastewater Agreement"), in an amount not to exceed 3,393 LUEs. The Parties agree wastewater service may be provided by a third-party utility provider, including, but not limited to, a special

purpose district. The Wastewater Service Agreement is hereby modified to increase the LUEs available to serve the Land to 3,393 LUEs.

3.1.3.1 Reuse Water. The City agrees to approve and execute an Application for Reclaimed Water Production Authorization under 30 TAC Chapter 321 (the "321 Application"), within 10 days of receipt of a completed 321 Application from the Developer, or its representatives, for an amount up to half of the permitted rated capacity of the City's wastewater treatment plant. The District will be entitled to all reuse water from the 321 plant to serve the Land.

3.1.4 Impervious Cover: Developer may develop the Project with an Impervious Cover Percentage that does not exceed thirty-five percent (35%) over the entire Project. Developer shall have the right to apportion impervious cover limits on a lot by lot or use by use basis not to exceed the applicable maximum impervious cover percentage shown in **Exhibit I** on each residential lot, and for the commercial portion of the Project as set forth in Section 3.1.4.1. Developer may apportion such limits as it deems desirable so long as the overall limitation herein specified is not exceeded. Developer may count in density and impervious cover calculations the gross area of the Land, including but not limited to, land designated as greenbelt, open space, mitigation or similar designation.

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

3.1.5 Water Quality Buffer Zones: Development on the Land shall comply with the stream buffers as required per the TCEQ Optional Enhanced Measures (OEM). These buffers will govern over the City of Dripping Springs Water Quality Buffers.

3.2 Project Approvals & Entitlements:

3.2.1 Concept Plan: The City confirms that the Concept Plan and Roadway Connectivity Plan attached as **Exhibit D** and **Exhibit G**, respectively, comply with the City's Comprehensive Plan, and that the Concept Plan has been approved by all requisite City departments, boards, and commissions and by the City Council. The City approves the land uses, densities, and reservations of land for public purposes on the Concept Plan. The City's execution of this Agreement shall be deemed to be the approval of the Concept Plan and Roadway Connectivity Plan, as shown on **Exhibit D** and **Exhibit G**, respectively, on which land uses, densities, and reservations of land for public purposes during development of the Land will be based. Notwithstanding the above, there must be a fifty (50) foot separation between commercial and residential development, measured from vertical building improvements.

3.2.1.1 Buffer Areas: For residential lots that are adjacent to Founders Ridge, Springlake Estates, Shelton Ranch Road, and Legacy Trails, there will be a minimum 25 foot open space buffer with allowance for above ground drainage facilities to protect adjacent property and control stormwater run-off. Buffer areas, including for lots adjacent to Founders Ridge, Springlake Estates, Shelton Ranch Road, and Legacy Trails, are shown generally on **Exhibit M**.

3.2.2 Phasing of Development: The calculation of impervious cover, lot averaging, and similar requirements shall be determined and calculated on a whole project basis. An impervious cover exhibit shall be submitted concurrently with each plat filed indicating the amount of proposed impervious cover; the amount associated with prior platted areas and the amount associated with the area subject to such plat, all as set forth in **Exhibit H**. The chart shall also show the average lot size computation for the Land as a whole and resulting from the plat and prior platted areas. Any portion of the Land may be re-platted to change the use or designation of that previously platted portion so long as the entire platted portion of the Land meets the requirements of this Agreement, including impervious cover, lot averaging and similar requirements herein. So long as this Agreement remains in effect, such re-platting shall be deemed controlled by this Agreement as if the same were an original platting of such re-platted portions.

3.2.3 Project Approvals: The Project Approvals and variances set forth in **Exhibit E** and the Concept Plan attached to this Agreement as **Exhibit D** have been approved by all required City boards and commissions and the City Council and are granted by the City with respect to the development of the Land.

Since the project comprises a significant land area and its development may occur in phases over several years, modifications to the Concept Plan may become necessary due to changes in market conditions or other factors.

In order to provide flexibility with respect to certain details of the development of the Project, Owner may seek changes in the location and configuration of the residential, commercial, and parkland areas shown on the Concept Plan. Such changes will only require an administrative amendment to the Concept Plan so long as the Impervious Cover requirements herein are met, there are no reductions in lot sizes or increases in the overall density of the Project, and no net reduction in required Parkland for the Project. The City Administrator or designee shall be responsible for consideration and approval of such administrative amendments to the Concept Plan. The City Administrator may defer such approval to the City Council at their discretion, except that any decrease in residential lot sizes adjacent to a neighboring subdivision shall not be a minor amendment and must be brought before City Council for review and action. All the variations from the Concept Plan not deemed minor shall require a Concept Plan amendment approved by the City Council.

3.2.4 Signage: Developer will submit a Master Signage Plan for approval by City Council prior to construction of any signage structure or sign within the project. All signage will comply with the Sign Ordinance except as modified by this Agreement or the approved Master Signage Plan.

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

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

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

3.6 Concept Plan Amendments:

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

3.6.2 The City Administrator shall be responsible for consideration and approval of such administrative amendments to the Concept Plan. The City Administrator may defer such approval to the Planning and Zoning Commission and the City Council at the City Administrator's discretion. Further, minor changes that may impact traffic, utilities and stormwater discharges, and water quality, that are

proposed for the Concept Plan that do not result in an increase in the overall density of development of the Land and which otherwise comply with the Applicable Rules and this Agreement may be approved by the City Administrator. Similarly, minor variations of a preliminary plat or final plat from the Concept Plan that are approved by the City Administrator that do not increase the overall density of development of the Land or increase the overall Impervious Cover limit of thirty-five percent (35%), and which otherwise comply with the Applicable Rules, and this Agreement will not require an amendment to the Concept Plan.

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

3.8 Extension of Permits & Approvals: Any permit or approval under this Agreement shall be extended for any period during which performance by any Owner is extended or delayed but in no instance shall any permits or approvals be extended beyond the term of this Agreement.

3.9 Initial Brush Removal: Developer may mechanically remove brush with practices to include uprooting or stump grinding without materially disrupting soil surface prior to receiving approval of a plat(s) for that portion of the Land in order to determine the location of roads, lots, utilities and drainage areas with regard to preservation of environmental features. This Section 3.9 will not prevent Developer from removing brush in accordance with any federal programs, including the United States Department of Agriculture Natural Resources Conservation Service's Environmental Quality Incentives Program. Owner shall not use burning as a method of removal of brush for clearing purposes for residential development; provided, however, burning may be used for removal of brush in connection with agricultural and wildlife practices.

3.10 Building Code: Developer agrees that all habitable buildings shall be constructed in accordance with all building or construction codes that have been adopted by the City. Fees for all building permits or building inspections by the City or the City's designee under this section shall be paid by builders. Building permit and building inspection fees are not included among the fees specifically listed in this Agreement. Regardless of this development's location in the extraterritorial jurisdiction, building permits are required for all structures.

3.11 Fiscal Security for Public Improvements: All public improvements shall be completed or supported by fiscal security in accordance with approved construction plans prior to submittal of final plat. A final plat shall not be filed for recordation until all public improvements and/or fiscal security has been accepted by the City. Developer will not be required to post fiscal security for the cost of public improvements that have been completed and, for partially completed public improvements, shall only be required to post fiscal security for the remaining estimated construction costs to complete such

improvements. The amount of the fiscal security shall equal one hundred percent (100%) of the remaining estimated construction costs to complete the public improvements not completed at the time of plat recordation. The District's engineer shall provide the cost estimate of the public infrastructure not completed at the time of the plat recordation to the City.

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

3.13 Fire Protection: Developer, and upon creation, each District, to the extent allowed by law, may pursue required approvals for, and implement and finance a fire protection plan to provide fire protection services within the Project's boundaries, in accordance with Hays County Emergency Services District No. 6 requirements.

3.14 Infrastructure Construction & Inspections: Developer, and upon creation, each District will be responsible for construction, operation and maintenance of all water, wastewater and drainage infrastructure within its boundaries except as provided in this Agreement, the Water Service Agreement or Wastewater Agreement or as otherwise agreed to by District, Owners and the City. The City will have the right to review and approve all plans and specifications for water and wastewater infrastructure, and to inspect all such water and wastewater infrastructure during construction and prior to acceptance for operation and maintenance. A copy of each set of approved plans and specifications and a copy of all inspection certificates will be filed with the City. All water and wastewater infrastructure within the Land shall be designed and built-in accordance with the rules, regulations, and specifications of the City and the TCEQ. All water and wastewater infrastructure within the Land shall be subject to City inspections and compliance with City Rules and TCEQ rules. In case of a conflict, the stricter provision shall prevail, unless TCEQ approval requires a different result. Reasonable and necessary fees incurred by the City for review of plans and specifications and inspections under this section shall be paid by the Developer or District(s).

3.15 Roadway Access: All streets and driveways within the Land shall be subject to the approval of the Texas Department of Transportation ("TxDOT") and/or Hays County, as applicable. City will review all streets and driveways when reviewing any plat, construction plan, and site plan.

3.16 Roads. The City agrees that the vehicular connections depicted in **Exhibit G** are hereby approved and shall be added to the City's Transportation Master Plan as necessary, including the loop road, shown on **Exhibit G**, as may be amended, to be added to the City's TMP. A Traffic Study has been completed for phase 1 of the Project. Phase 1 includes 244 single family homes. The Parties agree that, prior to final approval of a preliminary plat for phase 2 of the Project, a Traffic Impact Analysis ("TIA") for the entire Project will be approved by the City, Hays County, and TxDOT.

3.17 Connectivity. Developer shall use commercially reasonable efforts to start and diligently pursue the construction of the Phase 1 Road, Phase 2 Road, and Phase 3 Road generally depicted on **Exhibit G-1** by the following dates, subject to the terms and conditions contained herein, including the City's conditions precedent:

Phase 1 Road Start Date: December 2021

Phase 2 Road Start Date: February 2024

Phase 3 Road Start Date: February 2025

3.17.1 City shall require construction of two lanes of the four-lane offsite road, to be constructed by others, extending from Highway 290 to the southern boundary of the Project (hereinafter the "Southern Offsite Road"), to commence no later than June 1, 2023. In the event construction of two lanes of the Southern Offsite Road is not commenced by June 1, 2023, the committed Phase 2 Road Start Date of February 2024, shall be extended by the same number of days that commencement of the Southern Offsite Road is delayed beyond June 1, 2023. Further, the Developer shall not be obligated to commence construction of the Phase 3 Road two-lane expansion unless and until all four lanes of the Southern Offsite Road are complete. Developer will implement a traffic control plan for the Phase 3 Road to minimize disruption of traffic. The traffic control plan will be filed with application for the preliminary plat. Developer may build the Phase 2 Road two-lane roadway extension with open ditch, with the storm sewer to be added at the time of construction of the Phase 3 Road two-lane expansion.

3.17.2 City agrees to fulfill all the following obligations as conditions precedent to Developer's obligation to construct Phase 2 roads and Phase 3 two-lane expansion. The City agrees to complete the following items by November 1, 2021. For every day that one or more of the City's obligations remain incomplete beyond November 1, 2021, the Start Dates shall be extended by the same number of days: 1) execute and approve submission of the 321 Application for the Land; 2) approve nonstandard wholesale service agreement with the WTCPUA for 1,750 LUEs; 3) approve and submit service extension request (SER) for the remaining LUEs to serve the Land; 4) approve a raw water contract with Lower Colorado River Authority and reservation to the District for the total number of LUEs in the combined SERs; and 5) provide a copy of the Resolution consenting to creation of the District.

3.17.3 City further agrees to approve a nonstandard wholesale service agreement with the WTCPUA for the remaining LUEs included in the SER within 60 days of approval by the WTCPUA. The start dates set forth in Section 3.17 shall be extended by the same number of days that the nonstandard wholesale service agreement with the WTCPUA is not approved following such 60-day period.

3.17.4 Developer shall not be in default if the performance of its obligations is delayed, disrupted, or becomes impossible because of an act of God, war, earthquake, fire, pandemic, strike, work stoppages, shortage of materials, price increases in materials due to defined force majeure event, accident, civil commotion, epidemic, environmental litigation, act or inaction of government, its agencies, or offices, or any other similar cause. Upon occurrence of any such force majeure event, Developer shall notify the City, in writing, in accordance with Section 6.18.

3.17.5 Notwithstanding the other terms and conditions in this Agreement, the remedy for Developer's failure to comply with the road construction obligations is withholding approval of new plats, until such obligation has commenced, and specific performance. Building permits cannot be denied or delayed on platted and approved or accepted sections. Construction of improvements and acceptance thereof cannot be delayed or denied.

3.17.6 Section 5.4 regarding Right to Continue Development and Section 5.6 regarding Cooperation apply to the parties' agreement regarding roads contained in this Section 3.17.

3.18 Sidewalks. Developer shall construct or cause to be constructed five (5) foot sidewalks on each side of local residential streets. Arterial roads, as depicted on Exhibit G-1, will include, inside the right-of-way, a shared use path (8' or 10' depending on width of connecting path) on one side of the road and a five (5) foot sidewalk on the other side of the road.

ARTICLE 4. FINANCING DISTRICT

4.1 Consent to Creation of District: In accordance with Texas Local Government Code, Section 42.042, the City has consented to the creation of the Districts, including Hays County Municipal Utility District No. 7, covering all or portions of the land described in Exhibits A and A-1. The Developer may not add additional land to the District or Districts which is not already included in the Land without approval by the City, which shall not be unreasonably withheld. The City consents to forming additional Districts and annexing or de-annexing land between the Districts from the land already included in a District and included in this Agreement and no further approval of the City or City Council is required when a District is annexing or de-annexing land between Districts from land already included in a District and in this Agreement. The City agrees that any District may exclude land and may annex land owned by any Owner that is located within the boundaries of the Project and the City's ETJ and may be divided in accordance with the Act, in furtherance of Developer's development goals pursuant to this Agreement, and no further approvals of the City or City Council is required provided, however, City agrees to provide any additional documentation evidencing such consent as may be requested or required by Owner or the District.

4.2 Consent to Wastewater Treatment Facilities: The City understands that the District(s), or Developer, will prepare an application to the TCEQ, or its successor agency, for a Chapter 321 authorization to treat and dispose wastewater generated by the development that is subject to this Agreement. The City will submit the application to the TCEQ.

ARTICLE 5. AUTHORITY

5.1 Term:

5.1.1 Initial Term. This term of this Agreement will continue for twenty (20) years from the date of the last signature on this Agreement ("Initial Term"), unless sooner terminated per the terms of this Agreement. An extension not to exceed (10) years may be requested in writing to City Council and granting of the extension by City Council shall not be unreasonably withheld, conditioned, delayed, or require amendment to other terms of this Agreement.

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

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

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

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

choose to apply changes in law, rules, regulations or ordinances of the City that enhance or protect the Project.

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

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

5.6 Cooperation:

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

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

5.6.3 The City acknowledges that the Developer, District, or HOA may in the future seek State or federal grant matching funds to finance certain park, recreational and environmental facilities within the Project. The City agrees to cooperate with

and support these efforts to obtain grant funding that do not interfere with or conflict with the City's efforts to secure similar funding, including entering into joint use agreements with the Developer and HOA, in furtherance of the City's goal of making additional park, environmental and recreational facilities available to the area. Provided, however, that the City will have no financial obligation associated with this activity.

5.7 Litigation: In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Owners and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement, The City's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the City Council. **Developer agrees, to the extent allowed by Texas law, to defend and indemnify the City for any reasonable and necessary litigation expenses, including court costs and outside attorney's fees, related to defense of this Agreement from third-party claims if the third-party claims arise from Developer's negligent acts or omissions or breach of this Agreement.** The filing of any third-party lawsuit relating to this Agreement, or the development of the Project will not delay, stop, or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction.

ARTICLE 6. GENERAL PROVISIONS

6.1 Assignment & Binding Effect:

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

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

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

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

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

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

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

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

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

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

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

6.6 Certificate of Compliance: Within thirty (30) days of written request by a Party given accordance with Section 6.18, the other Party or Parties will execute and deliver to the requesting Party a statement certifying that: (a) this Agreement is unmodified and in full force and effect or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification; (b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and (c) any other information that may be reasonably requested. A Party's failure to deliver a requested certification within this 30-day period will conclusively be deemed to constitute a confirmation that this Agreement is in full force without modification, and that there are no uncured defaults on the part of the requesting Party. The City Administrator or Planning Director is authorized to execute any requested certificate on behalf of the City.

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

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

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

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

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

6.12 Entire Agreement: This Agreement contains the entire agreement of the Parties. This Agreement may be amended only by written agreement signed by the Parties. An amendment to this Agreement may only be approved by an affirmative vote of at least three of the five (3 of 5) members of the City Council.

6.13 Exhibits, Headings, Construction & Counterparts: All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. If a conflict exists between the terms in this Agreement and an Exhibit or Exhibits to this Agreement, the Parties will endeavor to resolve the conflict in accordance with the intent of the Parties. If an unresolvable conflict exists, the terms of this Agreement shall control over the Exhibit. 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 the Parties.

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

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

certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with its authority.

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

6.17 Mandatory Disclosures: Texas law requires that contractors make certain disclosures. Prior to the effective date of this Agreement, the Owner has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). Execution of this Agreement is agreeing that the Owner is compliant with the Prohibit on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: https://www.ethics.state.tx.us/whatsnew/elf info form 1295.htm

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

CITY:

Original: **City Administrator City of Dripping Springs**
P. O. Box 384
Dripping Springs, TX 78620

City Attorney
City of Dripping Springs
P.O. Box 384
Dripping Springs, TX 78620

OWNER:

Original: **Anarene Investments Ltd.**
c/o 1600 West Loop South, Suite 2600
Houston, TX 77027

DEVELOPER/
OWNER:

Original: **Double L Development, LLC**
1600 West Loop South, Suite 2600
Houston, TX 77027

Copy: **Allen Boone Humphries Robinson LLP**
Attn: Ryan Harper
1108 Lavaca Street, Suite 510
Austin, Texas 78701

OWNER:

Original: **LL Ranch Investment, LP**
1600 West Loop South, Suite 2600
Houston TX 77027

OWNER:

Original **Graham Hill**
c/o 1600 West Loop South, Suite 2600
Houston, TX 77027

OWNER:

Original: **Melinda Hill Perrin**
c/o 1600 West Loop South, Suite 2600
Houston, TX 77027

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

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

Exhibit A	-	Description of the Land
Exhibit A-1	-	Description
Exhibit B	-	Master Plan for Parkland
Exhibit C	-	Hill Tops Preservation
Exhibit D	-	Concept Plan
Exhibit E	-	City of Dripping Springs Code Variances
Exhibit F	-	Approved Plant List
Exhibit G		Roadway Connectivity Plan

Exhibit G-1	Roadway Phasing Plan
Exhibit H	Single Family Lot Impervious Cover Assumptions
Exhibit I	Maximum Impervious Cover Per Residential Lot
Exhibit J	Vested Ordinances
Exhibit K	Lot Sizes
Exhibit L	Tree Plan
Exhibit M	Buffers
Exhibit N	Lot Allowances

[SIGNATURE PAGE FOLLOWS THIS PAGE]

CITY OF DRIPPING SPRINGS

By: _____
Bill Foulds, Jr., Mayor

This instrument was acknowledged on this ____ day of _____, 2021 by Bill Foulds, Jr., Mayor of the City of Dripping Springs, Texas, a Texas general law municipality, on behalf of said municipality.

_____
Notary Public, State of Texas

RESPECTFULLY SUBMITTED this ____ day of _____, 2021.

DOUBLE L DEVELOPMENT, LLC, a Texas limited liability company

By:_____

David A. Cannon, Manager

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was ACKNOWLEDGED before me this _____ day of _____, 2021, by David A. Cannon, in his capacity as Manager of Double L Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

[SEAL]

Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public

_____

RESPECTFULLY SUBMITTED this ____ day of _____, 2021.

LL RANCH INVESTMENTS, LP, a Texas limited partnership

By: Double L Ranch Management, LLC, a Texas limited liability company, its sole general partner

By:_____
David A. Cannon, Manager

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was ACKNOWLEDGED before me this _____ day of _____, 2021, by David A. Cannon, in his capacity as Manager of Double L Ranch Management, LLC, a Texas limited liability company, the sole general partner of LL Ranch Investments, LP, a Texas limited partnership, on behalf of said limited partnership.

[SEAL]

Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public

_____

RESPECTFULLY SUBMITTED this ____ day of _____, 2021.

ANARENE INVESTMENTS, LTD., a Texas limited partnership

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

By:_____
John Graham Hill, Manager

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was ACKNOWLEDGED before me this _____ day of _____, 2021, by John Graham Hill, in his capacity as Manager of Anarene Investment, LLC, a Texas limited liability company, general partner of Anarene Investment, Ltd., a Texas limited partnership, on behalf of said limited partnership.

[SEAL]

Notary Public, State of Texas

My Commission Expires:

_____ Printed Name of Notary Public

_____

LANDOWNER

JOHN GRAHAM HILL

By: _____

Date: _____

This instrument was acknowledged on this ____ day of _____, 2021, by JOHN GRAHAM HILL.

_____
Notary Public, State of Texas

LANDOWNER

MELINDA HILL PERRIN

By: _____

Date: _____

This instrument was acknowledged on this ____ day of _____, 2021, by MELINDA HILL PERRIN.

_____
Notary Public, State of Texas

DESCRIPTION OF A 33.099 ACRE TRACT OF LAND
HAYS COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148, SITUATED IN HAYS COUNTY, TEXAS; BEING ALL OF THAT CALLED 11.02 ACRE TRACT (TRACT 2), THAT CALLED 11.0 ACRE TRACT (TRACT 3) AND THAT CALLED 11.05 ACRE TRACT (TRACT 4) AS CONVEYED ANARENE INVESTMENTS, LTD., BY GENERAL WARRANY DEED RECORDED IN VOLUME 2639, PAGE 420 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a concrete monument found on the west right-of-way line of Ranch Road 12, (100' wide right-of-way), on the west line of a called 3.79-acre tract as conveyed to Douglas and Marnnie Boone, by general warranty deed recorded in Document No. 90031210 of the Official Public Records of Hays County, Texas, from which a 1/2-inch iron rod with cap stamp "BGE INC" set at the most easterly southeast corner of a called 139.16-acre tract (Tract 1) as conveyed Anarene Investments, Ltd., by the above described general warranty deed bears, N 30°25'01" E a distance of 5.84 feet; Thence with the west right-of-way line of said Ranch Road 12, S 30°12'30" W a distance of 1,614.33 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the southeast corner of a called 11.00-acre tract as conveyed to Joyce Sorenson by deed recorded in Volume 1438, Page 604 of the Official Public Records of Hays County, Texas, being the northeast corner of the above described Anarene Investments 11.02-acre tract (Tract 2), for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with west right-of-way line of said Ranch Road 12, S 30°12'30" W a distance of 652.24 feet to a concrete monument found on the east line of the above described Anarene Investments 11.0-acre tract (Tract 3), at a point of curvature of a curve to the right;

THENCE, continuing with west right-of-way line of said Ranch Road 12, along said curve to the right an arc distance of 537.81 feet, having a radius of 1,378.00 feet, a central angle of 22°21'42" and a chord which bears S 41°21'35" W a distance of 534.41 feet to a concrete monument found on the east line of the above described Anarene Investments 11.05-acre tract (Tract 4);

THENCE, continuing with west right-of-way line of said Ranch Road, S 52°28'45" W a distance of 415.74 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the east line of said Anarene Investments 11.05-acre tract (Tract 4), at a point of curvature of a curve to the left, from which a concrete monument found bears, S 37°36'13" E a distance of 0.96 feet, also from which a concrete monument found on the east right-of-way line of said Ranch Road 12 bears, S 37°36'13" E a distance of 100.00 feet;

THENCE, continuing with west right-of-way line of said Ranch Road 12, along said curve to the left an arc distance of 259.34 feet, having a radius of 1,961.00 feet, a central angle of 07°34'38" and a chord which bears S 48°40'48" W a distance of 259.15 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the south corner of said Anarene Investments 11.05-acre tract (Tract 4), for the south corner of the herein described tract, from which a concrete monument found on the west right-of-way line of said Ranch Road 12 bears, along a curve to the left an arc distance of 537.69 feet, having a radius of 1,961.00 feet, a central angle of 15°42'36" and a chord which bears S 37°02'11" W a distance of 536.01 feet;

THENCE, leaving the west right-of-way line of said Ranch Road 12, with the westerly line of said Anarene Investments 11.05-acre tract (Tract 4), N 05°51'23" W pass a 1/2-inch iron rod found at a distance of 17.05 feet and continuing on for a total distance of 344.31 feet to a 1/2-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found, at an outside corner of said Anarene Investments 11.05-acre tract (Tract 4), for an outside corner of the herein described tract;

THENCE, continuing with the westerly line of said Anarene Investments 11.05-acre tract (Tract 4), N 40°40'07" E a distance of 111.95 feet to a to a 1/2-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found, at an outside corner of said Anarene Investments 11.05-acre tract (Tract 4), for an outside corner of the herein described tract;

THENCE, continuing with the westerly line of said Anarene Investments 11.05-acre tract (Tract 4), S 76°19'22" E a distance of 116.44 feet to a 1/2-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found, on the east line of a called 88-acre tract as conveyed to Donald and Donnie Wayne Bonham by trustee's distribution deed recorded in Document No. 80025837 of the Official Public Records of Hays County, Texas, at an inside corner of said Anarene Investments 11.05-acre tract (Tract 4), for an inside corner of the herein described tract;

THENCE, continuing with the westerly line of said Anarene Investments 11.05-acre tract (Tract 4) and the east line of said Bonham 88-acre tract, N 10°45'34" W a distance of 852.52 feet to a 1/2-inch iron rod found at the common west corner of said Anarene Investments 11.05-acre tract (Tract 4) and 11.0-acre tract (Tract 3);

THENCE, continuing with the westerly line of said Anarene Investments 11.0-acre tract (Tract 3) and the east line of said Bonham 88-acre tract, generally along a fence, N 10°44'40" W a distance of 550.56 feet to a 1/2-inch iron rod found at the common west corner of said Anarene Investments 11.0-acre tract (Tract 3) and 11.02-acre tract (Tract 2);

THENCE, continuing with the westerly line of said Anarene Investments 11.02-acre tract (Tract 2) and the east line of said Bonham 88-acre tract, generally along a fence, N 10°40'50" W a distance of 431.04 feet to a 1/2-inch iron rod found at the most westerly southwest corner of a called 11.00-acre tract as conveyed to Bill Ben Biggs by deed recorded in Document No. 16023996 of the Official Public Records of Hays County, Texas, being the northwest corner of said Anarene Investments 11.02-acre tract (Tract 2), for the northwest corner of the herein described tract;

THENCE, with the north line of said Anarene Investments 11.02-acre tract (Tract 2), S 59°47'50" E a distance of 1,615.72 feet to the **POINT OF BEGINNING** and containing 33.099 acres of land, more or less.

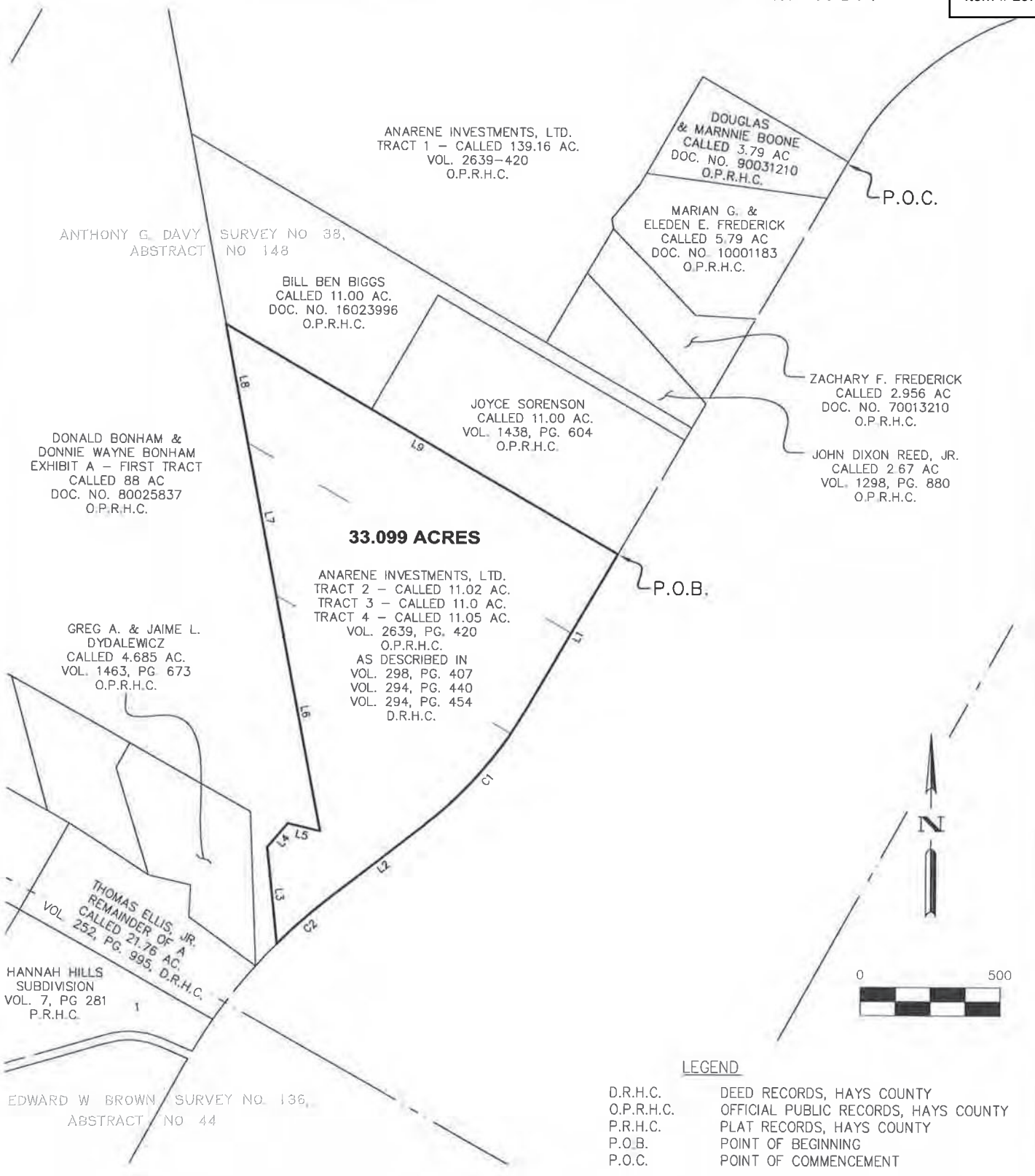
I hereby certify that these notes were prepared by BGE from a survey made on the ground on September 10, 2018 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.

12/12/2018
Date

Jonathan O. Nobles RPLS No. 5777
BGE, Inc.
7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

Date: December 12, 2018
Project No.: 5955-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

D.R.H.C.	DEED RECORDS, HAYS COUNTY
O.P.R.H.C.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY
P.R.H.C.	PLAT RECORDS, HAYS COUNTY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

BEARING BASIS NOTE:

HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS SOUTH CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 0.9999320997.

BGE, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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SCALE: 1"=500'

SHEET 4 OF 5

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 30°12'30" W	652.24'
L2	S 52°28'45" W	415.74'
L3	N 05°51'23" W	344.31'
L4	N 40°40'07" E	111.95'
L5	S 76°19'22" E	116.44'
L6	N 10°45'34" W	852.52'
L7	N 10°44'40" W	550.56'
L8	N 10°40'50" W	431.04'
L9	S 59°47'50" E	1,615.72'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	537.81'	1,378.00'	22°21'42"	S 41°21'35" W	534.41'
C2	259.34'	1,961.00'	7°34'38"	S 48°40'48" W	259.15'

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SCALE: 1"=500'

SHEET 5 OF 5

DESCRIPTION OF A 139.641 ACRE TRACT OF LAND
HAYS COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148, SITUATED IN HAYS COUNTY, TEXAS; BEING ALL OF THAT CALLED 139.16 ACRE TRACT (TRACT 1) AS CONVEYED ANARENE INVESTMENTS, LTD., BY GENERAL WARRANY DEED RECORDED IN VOLUME 2639, PAGE 420 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a concrete monument found on the west right-of-way line of Ranch Road 12, (right-of-way varies), on the west line of a called 3.79-acre tract as conveyed to Douglas and Marnnie Boone, by general warranty deed recorded in Document No. 90031210 of the Official Public Records of Hays County, Texas, from which a concrete monument found on the west right-of-way line of said Ranch Road 12 bears, S 30°12'30" W a distance of 2,266.57 feet; Thence with the west right-of-way line of said Ranch Road 12, N 30°25'01" E a distance of 5.84 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at the most easterly southeast corner of the above described Anarene Investments 139.16-acre tract, for the most easterly southeast corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found bears, S 59°48'49" E a distance of 0.36 feet;

THENCE, leaving the west right-of-way line of Ranch Road 12, generally along a fence, with a south line of said Anarene Investments 139.16-acre tract, N 59°48'49" W a distance of 600.22 feet to a 1/2-inch iron rod found at the northwest corner of said Boone 3.79-acre tract, being an inside corner of said Anarene Investments 139.16-acre tract, for an inside corner of the herein described tract;

THENCE, with an easterly line of said Anarene Investments 139.16-acre tract, generally along a fence, the following four (4) courses:

1) S 30°11'19" W a distance of 445.90 feet to a 1/2-inch iron rod found on the west line of a called 5.79-acre tract as conveyed to Marian G. and Elden E. Frederick by warranty deed with vendor's lien recorded in Document No. 10001183 of the Official Public Records of Hays County, Texas;

2) S 38°52'56" W a distance of 156.72 feet to a 1/2-inch iron rod found on the west line of said Marian G. and Elden E. Frederick 5.79-acre tract;

3) S 09°02'34" E a distance of 37.18 feet to a 1/2-inch iron rod found at the common west corner of said Marian G. and Elden E. Frederick 5.79-acre tract and a called 2.956-acre tract as conveyed to Zachary F. Frederick by warranty deed with vendor's lien recorded in Document No. 70013210 of the Official Public Records of Hays County, Texas; and

4) S 30°13'06" W a distance of 469.75 feet to a 1/2-inch iron rod found on the north line of a 11.00-acre tract as conveyed to Bill Ben Biggs by deed recorded in Document No. 16023996 of the Official Public Records of Hays County, Texas, at the southwest corner of a called 2.67-acre tract as conveyed to John Dixon Reed, Jr. by general warranty deed recorded in Volume 1298, Page 880 of the Official Public records of Hays County, Texas, being the most southerly corner of said Anarene Investments 139.16-acre tract, for the most southerly corner of the herein described tract;

THENCE, with a southerly line of said Anarene Investments 139.16-acre tract, generally along a fence, N 59°46'29" W a distance of 1,465.41 feet to a 1/2-inch iron rod found on the east line of a called 88-acre tract as conveyed to Donald and Donnie Wayne Bonham by trustee's distribution deed recorded in Document No. 80025837 of the Official Public Records of Hays County, Texas, at the northwest corner of said Biggs 11.00-acre tract, being the most westerly southwest corner of said Anarene Investments 139.16-acre tract, for the most westerly southwest corner of the herein described tract;

THENCE with the west line of said Anarene Investments 139.16-acre tract, generally along a fence, the following five (5) courses:

1) N 10°38'24" W a distance of 909.58 feet to a cedar fence post found;

2) N 10°11'12" W a distance of 164.18 feet to a cedar fence post found on the east line of a called 204-acre tract as conveyed to said Donald and Donnie Wayne Bonham by said trustee's distribution deed, being the most westerly corner of said Anarene Investments 139.16-acre tract, for the most westerly corner of the herein described tract;

3) N 28°41'46" E a distance of 542.00 feet to a cedar fence post found;

4) N 28°47'55" E, pass a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found 0.60 feet right of line at a distance of 482.92 feet and continuing on for a total distance of 866.82 feet to a cedar fence post; and

5) N 28°54'55" E a distance of 529.61 feet to a calculated point at the approximate centerline of Barton Creek, on the southerly line of a called 104.491-acre tract as conveyed to Relentless Ranch, L.L.C. by correction general warranty deed recorded in Document No. 90012886 of the Official Public Records of Hays County, Texas, at the west end of a Boundary Agreement by and between Wiley Allen Haydon, John Hill and Peery-Flume Properties, Inc. recorded in Volume 402, Page 683 of the Deed Records of Hays County, Texas, being the northwest corner of said Anarene Investments 139.16-acre tract, for the northwest corner of the herein described tract;

THENCE, with the approximate centerline of said Barton Creek, being the northerly line of said Anarene Investments 139.16-acre tract, and the southerly lines of said Relentless Ranch, L.L.C. 104.491-acre tract and Barton Creek Ranch a subdivision as recorded in Volume 4, Page 183 of the Plat Records of Hays County, Texas, the following twenty-one (21) courses:

1) S 70°59'20" E a distance of 120.37 feet to a calculated angle point;

2) S 51°55'32" E a distance of 77.06 feet to a calculated angle point;

3) S 16°38'10" E a distance of 62.50 feet to a calculated angle point;

4) S 10°00'16" W a distance of 118.67 feet to a calculated angle point;

5) S 23°24'00" E a distance of 312.21 feet to a calculated angle point;

6) S 43°16'44" E a distance of 345.40 feet to a calculated angle point;

7) S 53°17'30" E a distance of 549.07 feet to a calculated angle point;

8) S 86°09'12" E a distance of 89.15 feet to a calculated angle point;

9) S 57°50'27" E a distance of 53.27 feet to a calculated angle point;

10) S 43°29'01" E a distance of 430.90 feet to a calculated angle point;

11) S 60°01'11" E a distance of 131.02 feet to a calculated angle point;

12) S 83°13'21" E a distance of 277.83 feet to a calculated angle point;

13) N 63°18'21" E a distance of 102.47 feet to a calculated angle point;

14) N 83°26'31" E a distance of 61.03 feet to a calculated angle point;

15) S 66°44'36" E a distance of 328.20 feet to a calculated angle point;

16) S 47°24'46" E a distance of 96.56 feet to a calculated angle point;

17) S 65°43'06" E a distance of 358.78 feet to a calculated angle point;

18) S 83°49'47" E a distance of 86.81 feet to a calculated angle point;

19) N 40°32'43" E a distance of 96.08 feet to a calculated angle point;

20) S 81°17'05" E a distance of 60.72 feet to a calculated angle point; and

21) S 57°50'06" E a distance of 333.80 feet to a calculated point on the curving west right-of-way line of said Ranch Road 12, at the northeast corner of said Anarene Investments 139.16-acre tract, for the northeast corner of the herein described tract;

THENCE, leaving the approximate centerline of said Barton Creek, with the west right-of-way line of said Ranch Road 12 and the east line of said Anarene Investments 139.16-acre tract the following five (5) courses:

1) Along a curve to the right, an arc distance of 535.20 feet, having a radius of 1,829.86 feet, a central angle of 16°45'28" and a chord which bears S 68°02'14" W a distance of 533.29 feet to a concrete monument found;

2) S 74°30'50" W a distance of 305.45 feet to a concrete monument found;

3) S 68°30'56" W a distance of 233.16 feet to a concrete monument found at a point of curvature of a curve to the left;

4) Along said curve to the left an arc distance of 584.98 feet, having a radius of 1,205.47 feet, a central angle of 27°48'14" and a chord which bears S 51°28'02" W a distance of 579.26 feet to a concrete monument found;

5) S 30°25'01" W a distance of 149.26 feet to the **POINT OF BEGINNING** and containing 139.641 acres of land, more or less.

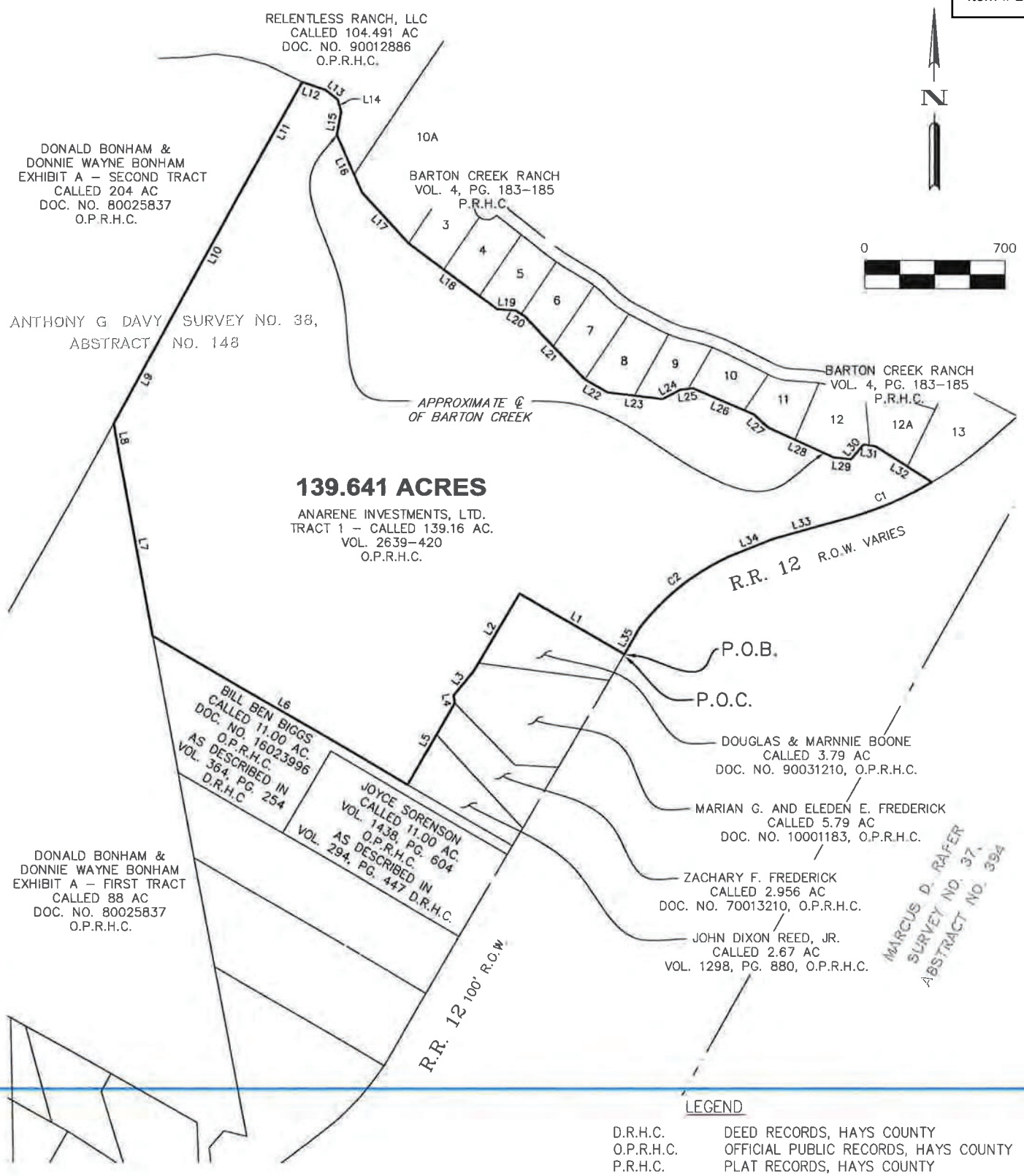
I hereby certify that these notes were prepared by BGE from a survey made on the ground on September 10, 2018 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.

12/12/2018

Jonathan O. Nobles RPLS No. 5777 — Date
BGE, Inc.
7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

Date: December 12, 2018
Project No.: 5955-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

D.R.H.C.	DEED RECORDS, HAYS COUNTY
O.P.R.H.C.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY
P.R.H.C.	PLAT RECORDS, HAYS COUNTY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

BEARING BASIS NOTE:

HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS SOUTH CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 0.9999320997.

BGE, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
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TBPLS Licensed Surveying Firm No. 10106502

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SCALE: 1"=700'

SHEET 5 OF 6

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 59°48'49" W	600.22'
L2	S 30°11'19" W	445.90'
L3	S 38°52'56" W	156.72'
L4	S 09°02'34" E	37.18'
L5	S 30°13'06" W	469.75'
L6	N 59°46'29" W	1,465.41'
L7	N 10°38'24" W	909.58'
L8	N 10°11'12" W	164.18'
L9	N 28°41'46" E	542.00'
L10	N 28°47'55" E	866.82'
L11	N 28°54'55" E	529.61'
L12	S 70°59'20" E	120.37'
L13	S 51°55'32" E	77.06'
L14	S 16°38'10" E	62.50'
L15	S 10°00'16" W	118.67'
L16	S 23°24'00" E	312.21'
L17	S 43°16'44" E	345.40'
L18	S 53°17'30" E	549.07'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L19	S 86°09'12" E	89.15'
L20	S 57°50'27" E	53.27'
L21	S 43°29'01" E	430.90'
L22	S 60°01'11" E	131.02'
L23	S 83°13'21" E	277.83'
L24	N 63°18'21" E	102.47'
L25	N 83°26'31" E	61.03'
L26	S 66°44'36" E	328.20'
L27	S 47°24'46" E	96.56'
L28	S 65°43'06" E	358.78'
L29	S 83°49'47" E	86.81'
L30	N 40°32'43" E	96.08'
L31	S 81°17'05" E	60.72'
L32	S 57°50'06" E	333.80'
L33	S 74°30'50" W	305.45'
L34	S 68°30'56" W	233.16'
L35	S 30°25'01" W	149.26'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	535.20'	1,829.86'	16°45'28"	S 68°02'14" W	533.29'
C2	584.98'	1,205.47'	27°48'14"	S 51°28'02" W	579.26'

BGE, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
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SCALE: 1"=700'

SHEET 6 OF 6

DESCRIPTION OF A 1,240.674 ACRE TRACT OF LAND
HAYS COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE PHILIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, THE MARCUS D. RAPER SURVEY NO. 37, ABSTRACT NO. 394, THE ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148 AND THE EDWARD W. BROWN SURVEY NO. 136, ABSTRACT NO. 44, SITUATED IN HAYS COUNTY, TEXAS; BEING A PORTION OF A CALLED 1,051.23 ACRE TRACT AS DESCRIBED IN GENERAL WARRANTY DEED CONVEYED TO ANARENE INVESTMENTS, LTD. AND A PORTION OF THAT CALLED 73.69 ACRE SAVE & EXCEPT TRACT AS DESCRIBED IN EXHIBIT A-1 OF SAID GENERAL WARRANTY DEED TO ANARENE INVESTMENTS, LTD., RECORDED IN VOLUME 2639, PAGE 418 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 73.69 ACRE SAVE & EXCEPT TRACT BEING A PORTION OF THAT CALLED 507.1 ACRE TRACT AS CONVEYED TO JOHN L. HILL BY DEED RECORDED IN VOLUME 212, PAGE 629 OF THE DEED RECORDS OF HAYS COUNTY, ALSO SAVE AND EXCEPT FROM SAID 1051.23 ACRE TRACT A CALLED 90,000 SQUARE FEET OF LAND AS CONVEYED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT BY DEED OF GIFT RECORDED IN VOLUME 1489, PAGE 61 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, BEING ALL OF THAT CALLED 29.78 ACRE TRACT AS CONVEYED TO ANARENE INVESTMENTS, LTD. BY GENERAL WARRANTY DEED RECORDED IN VOLUME 2639, PAGE 400 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING ALL OF A CALLED 206.2 ACRE TRACT AS CONVEYED TO ANARENE INVESTMENTS, LTD. BY GENERAL WARRANTY DEED RECORDED IN VOLUME 2639, PAGE 403 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with cap stamp "BGE INC" set on the east right-of-way line of Ranch Road 12, (100' wide right-of-way), being the common most westerly corner of the above described Anarene Investments 1,051.23-acre tract and a called 21.126-acre tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by deed of gift recorded in Volume 571, Page 307 of Real Property Records of Hays County, Texas, for the most westerly corner and **POINT OF BEGINNING** of the herein described tract, from which a 80-D nail found bears S 80°14'54" E a distance of 0.54 feet, and from which a concrete monument found on east right-of-way line of said Ranch Road 12 bears, S 14°28'39" W a distance of 350.43 feet;

THENCE, with the east right-of-way line of said Ranch Road 12 the following fourteen (14) courses:

1) N 14°28'39" E a distance of 1,624.68 feet to a concrete monument found on the west line of said Anarene Investments 1,051.23-acre tract at a point of curvature of a curve to the right;

2) Along said curve to the right an arc distance of 722.05 feet, having a radius of 2,896.00 feet, a central angle of 14°17'07" and a chord which bears N 21°49'46" E a distance of 720.18 feet to concrete monument found at the common most westerly south corner of said Anarene Investments 1,051.23-acre tract and the above described Hill 73.69-acre tract;

3) N 29°11'41" E a distance of 1,489.16 feet to a concrete monument found on the west line of said Hill 73.69-acre tract, at a point of curvature of a curve to the right;

4) Along said curve to the right an arc distance of 756.40 feet, having a radius of 1,861.00 feet, a central angle of 23°17'16" and a chord which bears N 40°49'43" E a distance of 751.20 feet to a concrete monument found on the west line of said Hill 73.69-acre tract;

5) N 52°28'45" E, pass a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found at the common most westerly north corner of said Hill 73.69-acre tract and said Anarene Investments 1,051.23-acre tract at a distance of 175.19 feet, and continuing on for a total distance of 415.50 feet to a concrete monument found on the west line of said Anarene Investments 1,051.23-acre tract, at a point of curvature of a curve to the left;

6) Along said curve to the left an arc distance of 576.84 feet, having a radius of 1,478.00 feet, a central angle of 22°21'42", and a chord which bears N 41°21'34" E a distance of 573.19 feet to a concrete monument found on the west line of said Anarene Investments 1,051.23-acre tract;

7) N 30°12'30" E a distance of 2,266.38 feet to a concrete monument found on the west line of said Anarene Investments 1,051.23-acre tract, at a point of curvature of a curve to the right;

8) Along said curve to the right an arc distance of 673.49 feet, having a radius of 1,096.00 feet, a central angle of 35°12'29", and a chord which bears N 47°48'39" E a distance of 662.94 feet to a concrete monument found (damaged) on the west line of said Anarene Investments 1,051.23-acre tract;

9) N 76°15'59" E a distance of 209.78 feet to a concrete monument found on the west line of said Anarene Investments 1,051.23-acre tract;

10) N 76°27'16" E a distance of 304.82 feet to a concrete monument found on the west line of said Anarene Investments 1,051.23-acre tract;

11) N 58°07'42" E a distance of 85.31 feet to a 5/8-inch iron rod found on the west line of said Anarene Investments 1,051.23-acre tract;

12) N 69°13'30" E a distance of 220.26 feet to a cotton spindle found in the northwest side of a 52" live oak, on the west line of said Anarene Investments 1,051.23-acre tract, from which a 1-1/2-inch iron pipe found bears N 09°17'07" W a distance of 0.64 feet;

13) N 74°01'48" E a distance of 195.37 feet to a 3/4-inch iron rod found on the west line of said Anarene Investments 1,051.23-acre tract, at a point of curvature of a curve to the left; and

14) Along said curve to the left an arc distance of 139.02 feet, having a radius of 1,979.86 feet, a central angle of 04°01'23", and a chord which bears N 59°58'27" E a distance of 138.99 feet to a 1-inch iron rod found on the west line of said Anarene Investments 1,051.23-acre tract, at the southwest corner of a called 0.112-acre tract as conveyed to Rella W. Brooks by deed recorded in Volume 224, Page 632 of the Deed Records of Hays County, Texas;

THENCE, leaving the east right-of-way line of said Ranch Road 12, with a north line of said Anarene Investments 1,051.23-acre tract, N 85°56'32" E a distance of 31.42 feet to a calculated point on the south line of said Rella Brooks 0.112-acre tract, at the approximate centerline of Barton Creek, for the most northerly corner of said Anarene Investments 1,051.23-acre tract, for the most northerly corner of the herein described tract;

THENCE, with the northerly and easterly lines said Anarene Investments 1,051.23-acre tract, along the approximate centerline of Barton Creek, the following twenty-one (21) courses:

1) S 54°06'53" E a distance of 416.52 feet to a calculated angle point;
2) S 43°31'40" E a distance of 320.98 feet to a calculated angle point;
3) S 71°33'35" E a distance of 162.29 feet to a calculated angle point;
4) S 80°15'23" E a distance of 359.62 feet to a calculated angle point;
5) N 89°12'39" E a distance of 268.06 feet to a calculated angle point;
6) N 71°48'37" E a distance of 226.20 feet to a calculated angle point;
7) N 75°52'56" E a distance of 471.86 feet to a calculated angle point;
8) S 76°44'48" E a distance of 149.76 feet to a calculated angle point;
9) S 51°55'11" E a distance of 99.32 feet to a calculated angle point;
10) S 31°00'27" E a distance of 192.83 feet to a calculated angle point;
11) S 04°33'09" E a distance of 253.81 feet to a calculated angle point;
12) S 08°46'56" W a distance of 358.50 feet to a calculated angle point;
13) S 15°06'53" W a distance of 362.97 feet to a calculated angle point;
14) S 27°05'38" W a distance of 330.40 feet to a calculated angle point;
15) S 44°01'50" W a distance of 364.58 feet to a calculated angle point;
16) S 23°23'55" W a distance of 114.84 feet to a calculated angle point;
17) S 12°27'30" W a distance of 299.12 feet to a calculated angle point;
18) S 07°06'56" W a distance of 132.91 feet to a calculated angle point;
19) S 10°50'48" E a distance of 166.36 feet to a calculated angle point;

20) S 24°03'53" E a distance of 134.10 feet to a calculated angle point; and

21) S 32°12'12" E a distance of 162.72 feet to a calculated point at inside corner of a called 46.53-acre tract as conveyed to Mary Taylor Henderson by general warranty deed with reservation of life estate recorded in Document No. 14038509 of the Official Public Records of Hays County, Texas, from which a 1-inch iron pipe found on the east bank of said Barton Creek bears, N 52°49'27" E a distance of 109.28 feet;

THENCE, leaving the approximate center line of said Barton Creek with a east line of said Anarene Investments 1,051.23-acre tract, S 55°46'32" W pass a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found on the west bank of said Barton Creek a distance of 31.68 feet and continuing on for a total distance of 276.23 feet to a 5/8-inch iron rod found at the most westerly southwest corner of said Henderson 46.53-acre tract, at an inside corner of said Anarene Investments 1,051.23-acre tract, for an inside corner of the herein described tract;

THENCE, generally along a fence, with a north line of said Anarene Investments 1,051.23-acre tract, S 61°20'17" E pass a 1/2-inch iron rod found at the common south corner of said Henderson 46.53-acre tract and a called 26.10-acre tract as conveyed to Virginia Taylor Buckley by Document No. 9921334 of the Official Public Records of Hays County, Texas, at a distance of 279.93 feet and continuing on for a total distance of 466.74 feet to a 1/2-inch iron rod found at an angle point in the south line of said Buckley 26.10-acre tract, for an angle point of the herein described tract;

THENCE, generally along a fence, continuing with a north line of said Anarene Investments 1,051.23-acre tract, S 57°09'59" E a distance of 511.67 feet to a 1/2-inch iron rod found at the south corner of said Buckley 26.10-acre tract, on a west line of a remainder of a called 1,364.31-acre tract as conveyed to Rathgeber Investment Company, Ltd. By special warranty deed with vendor's lien recorded in Document No. 04015659 of the Official Public Records of Hays County, Texas, at the most easterly corner of said Anarene Investments 1,051.23-acre tract, for the most easterly corner of the herein described tract;

THENCE, generally along a fence, with an east line of said Anarene Investments 1,051.23-acre tract and a west line of said Rathgeber Investment 1,364.31-acre remainder tract, S 28°53'40" W a distance of 4,426.46 feet to a 5/8-inch iron rod found at the north corner of a called 29.78-acre tract as conveyed to Anarene Investments. Ltd. by general warranty deed recorded in Volume 2639, Page 400 of the Official Public Records of Hays County, Texas, for an inside corner of the herein described tract;

THENCE, leaving the fenced east line of said Anarene Investments 1,051.23-acre tract, with the east line of said Anarene Investments 29.78-acre tract, S 30°03'24" E a distance of 931.08 feet to a 3/8-inch iron rod found with cap stamped "RPLS 4542" near a fence corner, on a west line of said Rathgeber Investment 1,364.31-acre remainder tract, at the north east corner of a called 291-1/3-acre tract as conveyed to Cynosure Corporation by deed recorded in Volume 258, Page 123 of the Deed Records of Hays County, Texas, for an outside corner of the herein described tract;

THENCE, leaving the west line of said Rathgeber Investment 1,364.31-acre remainder tract, generally along a fence, with the south line of said Anarene Investments 29.78-acre tract, S 60°08'25" W a distance of 1,550.88 feet to a 1/2-inch iron pipe found at the south corner of said Anarene Investments 29.78-acre tract, at the northeast corner of a called 206.2-acre tract as conveyed to Anarene Investments. Ltd. by general warranty deed recorded in Volume 2639, Page 403 of the Official Public Records of Hays County, Texas, being the northwest corner of said Cynosure Corporation 291-1/3-acre tract, for an inside corner of the herein described tract;

THENCE, generally along a fence, with the east line of said Anarene Investments 206.2-acre tract, S 25°43'41" E a distance of 46.72 feet to a 60-D nail found in the root of a dead tree, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 16°46'01" E a distance of 280.41 feet to a 60-D nail found in tree, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 16°48'27" E a distance of 182.38 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 05°13'03" W a distance of 104.30 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 03°37'02" E a distance of 55.04 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 13°33'24" W a distance of 70.61 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 06°06'34" W a distance of 154.54 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 05°52'30" W a distance of 263.33 feet to a disturbed 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 16°02'05" W a distance of 196.54 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 00°43'42" W a distance of 330.59 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 00°08'28" W a distance of 273.70 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 05°46'10" E a distance of 42.66 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 01°49'02" E a distance of 238.81 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 00°49'25" E a distance of 353.56 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the east line of said Anarene Investments 206.2-acre tract, S 00°12'27" E a distance of 706.00 feet to a 1-1/2-inch iron pipe found, on the west line of said Cynosure Corporation 291-1/3-acre tract, at the south east corner of said Anarene Investments 206.2-acre tract, being the northwest corner of a called 200-acre tract as conveyed to William R. Scott and Bessie E. Scott by deed recorded in Volume 717, Page 229 of the Deed Records of Hays County, Texas, for the most southerly corner of the herein described tract;

THENCE, generally along a fence, with the south line of said Anarene Investments 206.2-acre tract, N 88°40'21" W a distance of 482.13 feet to a 60-D nail found in a dead tree, for an angle point;

THENCE, generally along a fence, with the south line of said Anarene Investments 206.2-acre tract, N 86°02'12" W a distance of 425.10 feet to a 60-D nail found in a tree, for an angle point;

THENCE, generally along a fence, with the south line of said Anarene Investments 206.2-acre tract, N 85°57'22" W a distance of 589.22 feet to a 1/2-inch iron rod found on the north line of said Scott 200-acre tract, at the southeast corner of Lot 28, of the Replat of Lot 2E, Block C, Pound house Hills Section 2 as recorded in Document No. 17007517 of the Official Public Records of Hays County, Texas, for the most southerly southwest corner of the herein described tract, from which a 1-inch iron pipe found on the north line of said Scott 200-acre tract, at a angle point in the south line of said Lot 28 bears, N 85°57'56" W a distance 104.76 feet;

THENCE, generally along a fence, with the west line of said Anarene Investments 206.2-acre tract and the east line of said Replat of Lot 2E, Block C, Poundhouse Hills Section 2, N 36°39'47" W a distance of 483.70 feet to a 1/2-inch iron rod found, for an angle point;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 206.2-acre tract and the east line of said Replat of Lot 2E, Block C, Poundhouse Hills Section 2, N 36°33'08" W pass a 1/2-inch iron rod with cap stamped "4WARD BOUNDARY" at the south easterly terminus of Pecos River Crossing (60' wide right-of-way) as dedicated by said Replat of Lot 2E, Block C, Poundhouse Hills Section 2 at a distance of 581.20 feet, pass a 1/2-inch iron rod with cap stamped "4WARD BOUNDARY" at the north easterly terminus of said Pecos River Crossing at a distance of 641.20 feet and continuing on for a total distance of 778.20 feet to a 1/2" iron rod found at the northeast corner of Lot 35 of said Replat of Lot 2E, Block C, Poundhouse Hills Section 2, being the southeast corner of the remainder of a called 102.479-acre tract as conveyed to Taylor Morrison of Texas, Inc. by special warranty deed recorded in Doc. No. 14019631 of the Official Public Records of Hays County, Texas;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 206.2-acre tract and the east line of said Taylor Morrison 102.479-acre remainder tract, N 42°39'59" W pass a 1/2-inch iron rod with cap stamp "BGE INC" set at the south east corner of Founders Ridge, Section 2A, a subdivision as recorded in Document No. 17005751 of the Official Public Records of Hays County, Texas, being the south easterly terminus of Copper Canyon (60' wide right-of-way) as dedicated by said Founders Ridge, Section 2A at a distance of 1,466.18 feet, pass a 1/2-inch iron rod with cap stamp "BGE INC" set at the north easterly terminus of said Copper Canyon a distance of 1,526.18 feet, and continuing on for a total distance of 1,696.21 feet to a 1/2-inch iron rod found on the west line of said Founders Ridge, Section 2A;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 206.2-acre tract, and the east line of said Founders Ridge, Section 2A, N 42°57'34" W a distance of 763.97 feet to a 1/2-inch iron rod found;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 206.2-acre tract, and the east line of said Founders Ridge, Section 2A, and the east line of Founders Ridge, Section 1, a subdivision as recorded in Volume 18, Page 336 of the Plat Records of Hays County, N 42°27'07" W a distance of 437.18 feet to a 1/2-inch iron rod found at the northwest corner of said Anarene Investments 206.2-acre tract, at the northeast corner of Lot 3, Block A, of said Founders Ridge, Section 1, being on the south line of said Anarene Investments 1,051.23-acre tract, for an inside corner of the herein described tract;

THENCE, generally along a fence, with the south line of said Anarene Investments 1,051.23-acre tract, and the north line of said of said Founders Ridge, Section 1, S 89°37'16" W a distance of 133.08 feet to a 1/2-inch iron pipe found, for an angle point;

THENCE, generally along a fence, continuing with the south line of said Anarene Investments 1,051.23-acre tract, S 88°53'52" W a distance of 311.37 feet to a 3/4-inch iron bar found at the southwest corner of a called 12.22-acre tract as conveyed to J.F. Glosson, Jr. by deed recorded in Volume 207, Page 329 of the Deed Records of Hays County, Texas, at the most southerly southwest corner of said Anarene Investments 1,051.23-acre tract, for an outside corner of the herein described tract;

THENCE, generally along a fence, with a west line of said Anarene Investments 1,051.23-acre tract, and the east line of said J.F. Glosson, Jr. 12.22-acre tract, N 01°52'37" W a distance of 630.02 feet to a 3/4-inch iron rod found under a fence at the common east corner of said J.F. Glosson, Jr. 12.22-acre tract and a called 21.126-acre tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by deed of gift recorded in Volume 571, Page 307 of Real Property Records of Hays County, Texas, for an outside corner of the herein described tract;

THENCE, generally along a fence, with a northerly line of said Anarene Investments 1,051.23-acre tract, and a southerly line of said D.S.I.S.D. 21.126-acre tract, N 75°23'13" E a distance of 295.08 feet to a 1/2-inch iron rod found, for an angle point;

THENCE, generally along a fence, continuing with a northerly line of said Anarene Investments 1,051.23-acre tract, and a southerly line of said D.S.I.S.D. 21.126-acre tract, N 65°41'55" E a distance of 427.16 feet to a disturbed 1/2-inch iron rod found at the most easterly south corner of said D.S.I.S.D. 21.126-acre tract, for an inside corner of the herein described tract;

THENCE, generally along a fence, with a west line of said Anarene Investments 1,051.23-acre tract, and an east line of said D.S.I.S.D. 21.126-acre tract, N 03°44'39" E a distance of 370.39 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at the southwest corner of a 90,000-square foot tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by deed of gift recorded in Volume 1489, Page 61 of Official Public Records of Hays County, Texas, for an outside corner of the herein described tract;

THENCE, leaving the fenced west line of said Anarene Investments 1,051.23-acre tract, crossing over and across said Anarene Investments 1,051.23-acre tract, with the south line of said D.S.I.S.D. 90,000 square foot tract, S 85°02'09" E a distance of 300.00 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at the southeast corner of said D.S.I.S.D. 90,000 square foot tract, for an inside corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, with the east line of said D.S.I.S.D. 90,000 square foot tract, N 03°44'39" E a distance of 300.00 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at the northeast corner of said D.S.I.S.D. 90,000 square foot tract, for an inside corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, with the north line of said D.S.I.S.D. 90,000 square foot tract, N 85°02'09" W, pass a 1/2-inch iron rod found in concrete near a fence corner at the common north corner of said D.S.I.S.D. 90,000 square foot tract and said D.S.I.S.D. 21.126-acre tract at a distance of 300.00 feet, and continuing on with the north line of said D.S.I.S.D. 21.126-acre tract and a south line of said Anarene Investments 1,051.23-acre tract for a total distance of 649.54 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at the southeast corner of a called 0.138-acre tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by warranty deed recorded in Volume 626, Page 293 of the Real Property Records of Hays County, Texas, for an inside corner of the herein described tract, from which a 1/2-inch iron rod found at or near a fence corner bears, N 84°19'25" W a distance of 3.39 feet;

THENCE, with a west line of said Anarene Investments 1,051.23-acre tract, and the east line of said D.S.I.S.D. 0.138-acre tract, N 04°57'51" E a distance of 50.00 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at the northeast corner of said D.S.I.S.D. 0.138-acre tract, from which a 1/2-inch iron rod found at or near a fence corner bears, N 88°51'36" W a distance of 3.35 feet;

THENCE, with a south line of said Anarene Investments 1,051.23-acre tract, and a north line of said D.S.I.S.D. 0.138-acre tract, N 85°02'09" W a distance of 120.00 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set on the west line of said D.S.I.S.D. 21.126-acre tract, at the northwest corner of said D.S.I.S.D. 0.138-acre tract, from which a 1/2-inch iron rod found at or near a fence corner bears, N 89°05'52" W a distance of 3.40 feet;

THENCE, with a west line of said Anarene Investments 1,051.23-acre tract, and an east line of said D.S.I.S.D. 21.126-acre tract, N 04°57'51" E a distance of 39.82 feet to a 1/2-inch iron rod found near a fence corner, at an outside corner of said D.S.I.S.D. 21.126-acre tract;

THENCE, with a south line of said Anarene Investments 1,051.23-acre tract, and a north line of said D.S.I.S.D. 21.126-acre tract, N 85°02'09" W a distance of 418.62 feet to the **POINT OF BEGINNING**.

SAVE & EXCEPT THE FOLLOWING TRACT OF LAND:

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE PHILIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, THE MARCUS D. RAPER SURVEY NO. 37, ABSTRACT NO. 394, THE ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148 AND THE EDWARD W. BROWN SURVEY NO. 136, ABSTRACT NO. 44, SITUATED IN HAYS COUNTY, TEXAS; BEING A PORTION OF A CALLED 1,051.23 ACRE TRACT AS DESCRIBED IN GENERAL WARRANTY DEED CONVEYED TO ANARENE INVESTMENTS, LTD. AND A PORTION OF THAT CALLED 73.69 ACRE SAVE & EXCEPT TRACT AS DESCRIBED IN EXHIBIT A-1 OF SAID GENERAL WARRANTY DEED TO ANARENE INVESTMENTS, LTD., RECORDED IN VOLUME 2639, PAGE 418 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 73.69 ACRE SAVE & EXCEPT TRACT BEING A PORTION OF THAT CALLED 507.1 ACRE TRACT AS CONVEYED TO JOHN L. HILL BY DEED RECORDED IN VOLUME 212, PAGE 629 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with cap stamp "BGE INC" set on the east right-of-way line of Ranch Road 12, (100' wide right-of-way), being the common most westerly corner of the above described Anarene Investments 1,051.23-acre tract and a called 21.126-acre tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by deed of gift recorded in Volume 571, Page 307 of Real Property Records of Hays County, Texas; Thence, leaving the east right-of-way line of Ranch Road 12 and crossing over and across said Anarene Investments 1,051.23-acre tract, N 48°15'26" E a distance of 3,883.45 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for the most southerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, N 62°25'51" W a distance of 365.40 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, along said curve to the right, an arc distance of 233.67 feet, having a radius of 485.00 feet, a central angle of 27°36'16" and a chord which bears N 48°37'43" W a distance of 231.41 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of tangency;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract and crossing over and across the above described Hill 73.69-acre tract, N 34°49'35" W a distance of 267.91 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for a point of curvature of a curve to the left;

THENCE, continuing over and across said Hill 73.69-acre tract, along said curve to the left, an arc distance of 333.28 feet, having a radius of 1015.00 feet, a central angle of 18°48'48" and a chord which bears N 44°13'58" W a distance of 331.78 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at a point of reverse curvature;

THENCE, continuing over and across said Hill 73.69-acre tract, along said curve to the right, an arc distance of 38.55 feet, having a radius of 25.00 feet, a central angle of 88°20'36" and a chord which bears N 09°28'04" W a distance of 34.84 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of tangency, for the most westerly corner of the herein described tract;

THENCE, continuing over and across said Hill 73.69-acre tract, N 34°42'14" E a distance of 612.89 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said Hill 73.69-acre tract and crossing over and across said Anarene Investments 1,051.23-acre tract, along said curve to the right, an arc distance of 168.56 feet, having a radius of 465.00 feet, a central angle of 20°46'10"and a chord which bears N 45°05'19" E a distance of 167.64 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of tangency;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, N 55°28'23" E a distance of 1,126.40 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for the most northerly corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, S 13°35'57" E a distance of 353.90 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for an angle point;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract, S 44°59'39" E a distance of 147.28 feet to a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found at the most northerly northeast corner of said Hill 73.69-acre tract;

THENCE, with a east line of said Hill 73.69-acre tract and a west line of said Anarene Investments 1,051.23-acre tract, S 13°46'47" E a distance of 413.12 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for the most easterly corner of the herein described tract, from which a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found at an angle point in the east line of said Hill 73.69-acre tract bears, S 13°46'47" E a distance of 192.95 feet;

THENCE, leaving the west line of said Anarene Investments 1,051.23-acre tract and crossing over and across said Hill 73.69-acre tract, S 88°54'34" W a distance of 262.83 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an interior corner of the herein described tract;

THENCE, continuing over and across said Hill 73.69-acre tract and crossing over and across said Anarene Investments 1,051.23-acre tract, S 02°39'33" E a distance of 903.84 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an exterior corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 1,051.23-acre tract and crossing over and across said Hill 73.69-acre tract, N 64°51'14" W a distance of 290.58 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an interior corner of the herein described tract;

THENCE, continuing over and across said Hill 73.69-acre tract and crossing over and across said Anarene Investments 1,051.23-acre tract, S 35°05'06" W a distance of 538.90 feet to the **POINT OF BEGINNING.**

The net acreage of the herein described tract of land contains 1,240.674 acres of land, more or less.

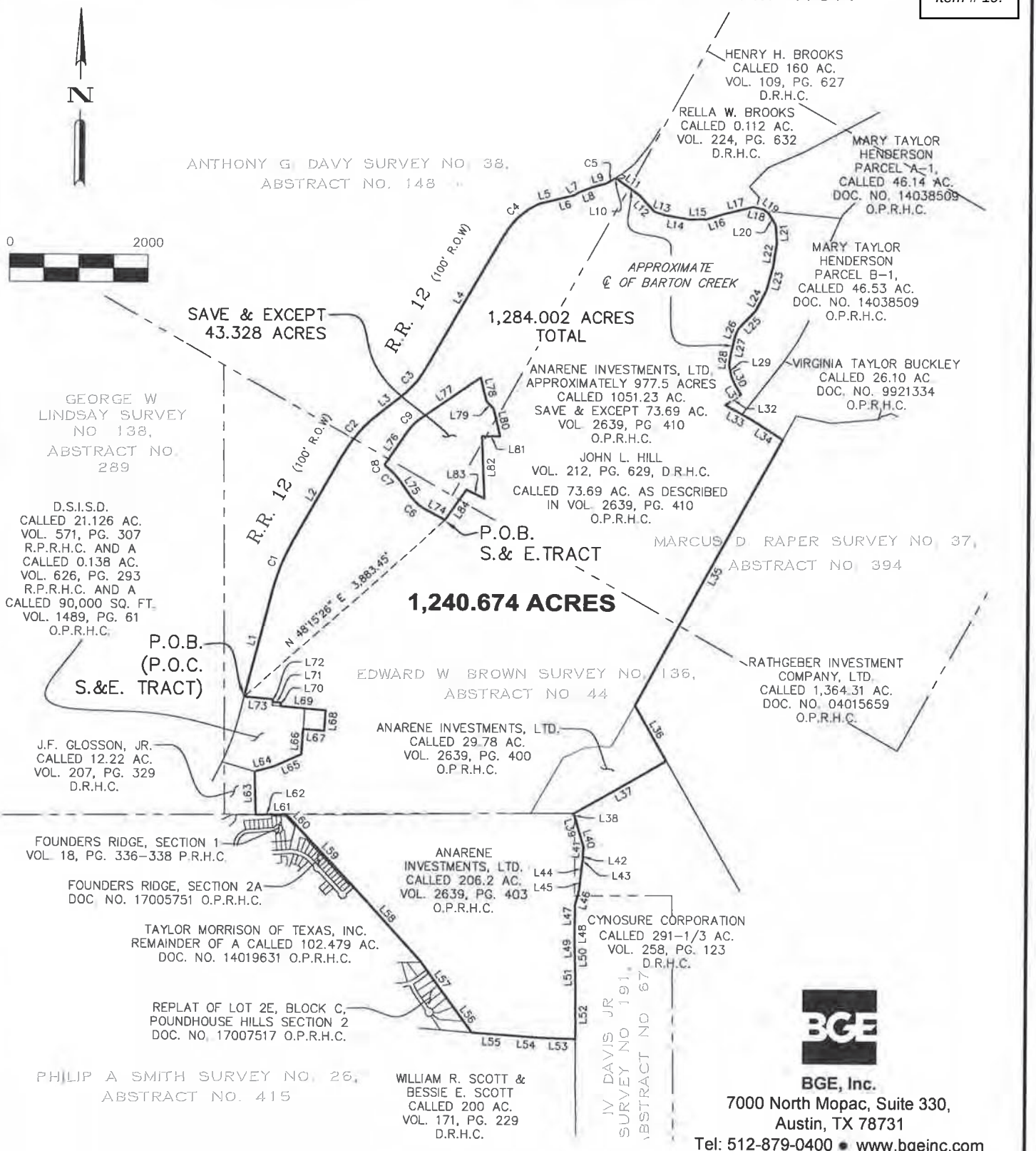
I hereby certify that these notes were prepared by BGE from a survey made on the ground on September 10, 2018 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.

Jonathan O. Nobles RPLS No. 5777
BGE, Inc.
7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

11/19/2018
Date

Date: November 19, 2018
Project No.: 5955-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



BGE, Inc.
7000 North Mopac, Suite 330,
Austin, TX 78731
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying
Firm No. 10106502

BEARING BASIS NOTE:

HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS SOUTH CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 0.9999320997.

LEGEND

D.R.H.C.	DEED RECORDS, HAYS COUNTY
O.P.R.H.C.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY
P.R.H.C.	PLAT RECORDS, HAYS COUNTY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
S.&E. TRACT	SAVE & EXCEPT TRACT

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SCALE: 1"=2000'

SHEET 11

OF 12

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 14°28'39" E	1,624.68'
L2	N 29°11'41" E	1,489.16'
L3	N 52°28'45" E	415.50'
L4	N 30°12'30" E	2,266.38'
L5	N 76°15'59" E	209.78'
L6	N 76°27'16" E	304.82'
L7	N 58°07'42" E	85.31'
L8	N 69°13'30" E	220.26'
L9	N 74°01'48" E	195.37'
L10	N 85°56'32" E	31.42'
L11	S 54°06'53" E	416.52'
L12	S 43°31'40" E	320.98'
L13	S 71°33'35" E	162.29'
L14	S 80°15'23" E	359.62'
L15	N 89°12'39" E	268.06'
L16	N 71°48'37" E	226.20'
L17	N 75°52'56" E	471.86'
L18	S 76°44'48" E	149.76'
L19	S 51°55'11" E	99.32'
L20	S 31°00'27" E	192.83'
L21	S 04°33'09" E	253.81'
L22	S 08°46'56" W	358.50'
L23	S 15°06'53" W	362.97'
L24	S 27°05'38" W	330.40'
L25	S 44°01'50" W	364.58'
L26	S 23°23'55" W	114.84'
L27	S 12°27'30" W	299.12'
L28	S 07°06'56" W	132.91'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L29	S 10°50'48" E	166.36'
L30	S 24°03'53" E	134.10'
L31	S 32°12'12" E	162.72'
L32	S 55°46'32" W	276.23'
L33	S 61°20'17" E	466.74'
L34	S 57°09'59" E	511.67'
L35	S 28°53'40" W	4,426.46'
L36	S 30°03'24" E	931.08'
L37	S 60°08'25" W	1,550.88'
L38	S 25°43'41" E	46.72'
L39	S 16°46'01" E	280.41'
L40	S 16°48'27" E	182.38'
L41	S 05°13'03" W	104.30'
L42	S 03°37'02" E	55.04'
L43	S 13°33'24" W	70.61'
L44	S 06°06'34" W	154.54'
L45	S 05°52'30" W	263.33'
L46	S 16°02'05" W	196.54'
L47	S 00°43'42" W	330.59'
L48	S 00°08'28" W	273.70'
L49	S 05°46'10" E	42.66'
L50	S 01°49'02" E	238.81'
L51	S 00°49'25" E	353.56'
L52	S 00°12'27" E	706.00'
L53	N 88°40'21" W	482.13'
L54	N 86°02'12" W	425.10'
L55	N 85°57'22" W	589.22'
L56	N 36°39'47" W	483.70'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L57	N 36°33'08" W	778.20'
L58	N 42°39'59" W	1,696.21'
L59	N 42°57'34" W	763.97'
L60	N 42°27'07" W	437.18'
L61	S 89°37'16" W	133.08'
L62	S 88°53'52" W	311.37'
L63	N 01°52'37" W	630.02'
L64	N 75°23'13" E	295.08'
L65	N 65°41'55" E	427.16'
L66	N 03°44'39" E	370.39'
L67	S 85°02'09" E	300.00'
L68	N 03°44'39" E	300.00'
L69	N 85°02'09" W	649.54'
L70	N 04°57'51" E	50.00'
L71	N 85°02'09" W	120.00'
L72	N 04°57'51" E	39.82'
L73	N 85°02'09" W	418.62'
L74	N 62°25'51" W	365.40'
L75	N 34°49'35" W	267.91'
L76	N 34°42'14" E	612.89'
L77	N 55°28'23" E	1,126.40'
L78	S 13°35'57" E	353.90'
L79	S 44°59'39" E	147.28'
L80	S 13°46'47" E	413.12'
L81	S 88°54'34" W	262.83'
L82	S 02°39'33" E	903.84'
L83	N 64°51'14" W	290.58'
L84	S 35°05'06" W	538.90'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	722.05'	2,896.00'	14°17'07"	N 21°49'46" E	720.18'
C2	756.40'	1,861.00'	23°17'16"	N 40°49'43" E	751.20'
C3	576.84'	1,478.00'	22°21'42"	N 41°21'34" E	573.19'
C4	673.49'	1,096.00'	35°12'29"	N 47°48'39" E	662.94'
C5	139.02'	1,979.86'	4°01'23"	N 59°58'27" E	138.99'
C6	233.67'	485.00'	27°36'16"	N 48°37'43" W	231.41'
C7	333.28'	1,015.00'	18°48'48"	N 44°13'58" W	331.78'
C8	38.55'	25.00'	88°20'36"	N 09°28'04" W	34.84'
C9	168.56'	465.00'	20°46'10"	N 45°05'19" E	167.64'

BGE, Inc.
7000 North Mopac, Suite 330,
Austin, TX 78731
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying
Firm No. 10106502

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SCALE: 1"=2000'

SHEET 12

OF 12

DESCRIPTION OF A 218.352 ACRE TRACT OF LAND
HAYS COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE GEORGE W. LINDSAY SURVEY NO. 138, ABSTRACT NO. 289 AND THE EDWARD W. BROWN SURVEY NO. 136, ABSTRACT NO. 44, SITUATED IN HAYS COUNTY, TEXAS; BEING A PORTION OF A CALLED 226.11 ACRE TRACT AND ALL OF A CALLED 17.80 ACRE TRACT DESCRIBED AS TRACTS 5 AND 6, RESPECTIVELY, AS CONVEYED TO ANARENE INVESTMENTS, LTD BY GENERAL WARRANTY DEED RECORDED IN VOLUME 2639, PAGE 420 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a TxDOT Type II Monument found on the westerly right-of-way line of Ranch Road 12 (right-of-way varies), at the most easterly corner of a called 64.2441 acre tract as conveyed to the City of Dripping Springs by instrument recorded in Volume 3326, Page 857 of the Official Public Records of Hays County, Texas, being on the south line of the above described Anarene Investments 226.11-acre tract, said monument being the northwest corner of a 0.126-acre right-of-way tract as conveyed to The State of Texas by instrument recorded in Volume 1089, Page 294 of the Official Public Records of Hays County, Texas, for the **POINT OF BEGINNING** of the herein described tract, from which a TxDOT Type II Monument found for reference bears S 19°17'01" W a distance of 315.35 feet;

THENCE, with the south line of said Anarene Investments 226.11-acre tract and the north line of said City of Dripping Springs 64.2441-acre tract, N 28°12'34" W a distance of 302.29 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the south corner of a called 25.7398 acre tract as conveyed to the City of Dripping Springs by instrument recorded in Volume 4467, Page 509 of the Official Public Records of Hays County, Texas, for an exterior corner of the herein described tract, from which a 1/2-inch iron rod found at an angle point on the south line of said City of Dripping Springs 25.7398-acre tract bears N 28°12'34" W a distance of 363.28 feet;

THENCE, generally along a fence, with the east line of said City of Dripping Springs 25.7398-acre tract, N 14°36'11" E a distance of 1,470.07 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the northeast corner of said City of Dripping Springs 25.7398-acre tract, for an interior corner of the herein described tract;

THENCE, generally along a fence, with the northeast line of said City of Dripping Springs 25.7398-acre tract, N 49°13'14" W a distance of 598.82 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the most northerly corner of said City of Dripping Springs 25.7398-acre tract, for an interior corner of the herein described tract;

THENCE, generally along a fence, with the northwest line of said City of Dripping Springs 25.7398-acre tract, S 45°59'38" W a distance of 1,153.28 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the north line of said City of Dripping Springs 64.2441-acre tract, at the west corner of said City of Dripping Springs 25.7398-acre tract, for an exterior corner of the herein described tract;

THENCE, generally along a fence, with the south line of said Anarene Investments 226.11-acre tract and the north line of said City of Dripping Springs 64.2441-acre tract, N 46°55'44" W a distance of 2,051.75 feet to a 1/2-inch iron rod found at the most northerly corner of said City of Dripping Springs 64.2441-acre tract, at the northeast corner of a called 62.03 acre tract as conveyed to Anne Elliece Davison and Glenn Travis Coode by instrument recorded in Document No. 17036564 of the Official Public Records of Hays County, Texas;

THENCE, generally along a fence, with the south line of said Anarene Investments 226.11-acre tract and the north line of said Davison-Coode 62.03-acre tract, N 46°51'16" W a distance of 1,500.80 feet to a 1/2-inch iron rod found on the east line of Lot 123-B, Resubdivision of Tract 123, Springlake, a subdivision as recorded in Book 9, Page 219 of the Plat Records of Hays County, Texas, at the northwest corner of said Davison-Coode 62.03-acre tract, being at the southwest corner of said Anarene Investments 226.11-acre tract, for the southwest corner of the herein described tract;

THENCE, generally along a fence, with the west line of said Anarene Investments 226.11-acre tract and the east line of said Lot 123-B, N 01°08'13" W a distance of 453.57 feet to a 1/2-inch iron rod found at the northeast corner of said Lot 123-B, being at the southeast corner of that certain 4.92-acre tract described as Tract 124, as conveyed to William and Penny Fairchild by instrument recorded in Volume 2598, Page 516 of the Official Public Records of Hays County, Texas;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 226.11-acre tract and the east line of said Fairchild 4.92-acre tract, N 01°07'53" W a distance of 460.08 feet to a 1/2-inch iron rod found at the northeast corner of said Fairchild 4.92-acre tract, at the southeast corner of Lot 125B-1, Replat of Tract 125A, B & C, Springlake, a subdivision as recorded in Volume 13, Page 388 of the Plat Records of Hays County, Texas;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 226.11-acre tract and the east line of said Lot 125B-1, N 00°54'14" W a distance of 336.16 feet to a 1/2-inch iron rod found at the northeast corner of said Lot 125B-1, at the southeast corner of that certain 5.00-acre tract described as Tract 126-A, as conveyed to Cary and Shara Meyers by instrument recorded in Volume 1056, Page 313 of the Official Public Records of Hays County, Texas;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 226.11-acre tract and with the east line of said Meyers 5.00-acre tract, N 00°45'39" W a distance of 332.73 feet to a 1/2-inch iron rod found at the northeast corner of said Meyers 5.00-acre tract, at the southeast corner of a called 3.898-acre tract as conveyed to Marc Lamoreaux by instrument recorded in Document No. 14029699 of the Official Public Records of Hays County, Texas;

THENCE, generally along a fence, continuing with the west line of said Anarene Investments 226.11-acre tract and with the east line of said Lamoreaux 3.898-acre tract, N 00°33'39" W a distance of 69.38 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the southwest corner of a called 8.487-acre tract as conveyed to Joe and Karen Thompson by instrument recorded in Document No. 9702850 of the Official Public Records of Hays County, Texas, at the northwest corner of said Anarene Investments 226.11-acre tract, for the northwest corner of the herein described tract;

THENCE, generally along a fence, with the north line of said Anarene Investments 226.11-acre tract the following six (6) courses:

1) With the south line of said Thompson 8.487-acre tract, S 60°44'38" E a distance of 415.44 feet to a 1/2-inch iron rod found at the southwest corner of a called 13.108-acre tract as conveyed to David and Gena Baley by instrument recorded in Volume 1113, Page 715 of the Official Public Records of Hays County, Texas;

2) With the south line of said Baley 13.108-acre tract, S 60°41'05" E a distance of 789.57 feet to a 1/2-inch iron rod found at the southwest corner of a called 15.00-acre tract as conveyed to William and Margaret Crews by instrument recorded in Document No. 03030453 of the Official Public Records of Hays County, Texas;

3) With the south line of said Crews 15.00-acre tract, S 60°42'09" E a distance of 955.59 feet to a 1/2-inch iron rod found at the southwest corner of a called 11.992-acre tract as conveyed to John Fuquay by instrument recorded in Volume 397, Page 100 of the Deed Records of Hays County, Texas;

4) With the south line of said Fuquay 11.992-acre tract, S 60°27'57" E a distance of 707.23 feet to a 1/2-inch iron rod found at the southwest corner of a called 8.356-acre tract as conveyed to Leon & Elin Tosse by instrument recorded in Document No. 80015038 of the Official Public Records of Hays County, Texas;

5) With the south line of said Tosse 8.356-acre tract, S 60°46'51" E a distance of 601.45 feet to a 1/2-inch iron rod found at the southwest corner of a called 4.83-acre tract as conveyed to Everett and Karen Valdez by instrument recorded in Volume 1018, Page 833 of the Official Public Records of Hays County, Texas; and

6) Partly with the south line of said Valdez 4.83-acre tract, S 60°36'41" E a distance of 1,333.96 feet to a 1/2-inch iron rod found at the southeast corner of a called 10.30-acre tract as conveyed to Jeff and Cyndi Bode by instrument recorded in Volume 1498, Page 335 of the Official Public Records of Hays County, Texas, at the most southerly southwest corner of said Anarene Investments 17.80-acre tract, for an interior corner of the herein described tract;

THENCE, generally along a fence, with the easterly line of said Bode 10.30-acre tract and the westerly line of said Anarene investments 17.80-acre tract, the following three (3) courses:

1) N 29°07'24" E a distance of 406.60 feet to a 1/2-inch iron rod found for corner;

2) N 63°03'43" W a distance of 425.17 feet to a 1/2-inch iron rod found for corner; and

3) N 29°12'20" E, pass a 1/2-inch iron rod found for reference at a distance of 385.21 feet and continuing on for a total distance of 410.41 feet to a calculated point at the center of a 50-foot wide road easement (known as Shelton Ranch Road) as referenced on Hannah Hill Subdivision plat, as recorded in Volume 7, Page 281, Plat Records of Hays County, Texas, on the south line of said Shelton Ranch Road Right-of-Way (30' right-of-way) as dedicated by said Hannah Hill subdivision plat, at the northwest corner of said Anarene Investments 17.80-acre tract, for an exterior corner of the herein described tract;

THENCE, along the center of said 50' road easement, with the northerly line of said Anarene Investments 17.80-acre tract and the southerly line of said Hannah Hill Subdivision right-of-way dedication, the following five (5) courses:

1) S 68°08'51" E a distance of 21.24 feet to a 60D nail found at a point of curvature of a curve to the left;

2) Along said curve to the left an arc distance of 192.46 feet, having a radius of 288.51 feet, a central angle of 38°13'14" and a chord which bears S 87°17'39" E a distance of 188.91 feet to a 60D nail found for corner;

3) N 73°35'59" E a distance of 544.90 feet to a 60D nail found at a point of curvature of a curve to the right;

4) Along said curve to the right an arc distance of 192.48 feet, having a radius of 278.91 feet, a central angle of 39°32'26" and a chord which bears S 86°37'44" E a distance of 188.68 feet to a 60D nail found for corner; and

5) S 66°58'50" E a distance of 109.09 feet to a calculated point at the intersection with the west right-of-way line of said Ranch Road 12, at the northeast corner of said Anarene Investments 17.80-acre tract, for the northeast corner of the herein described tract;

THENCE, with the east line of said Anarene Investments 17.80-acre tract and the west right-of-way line of said Ranch Road 12, along a curve to the left an arc distance of 22.14 feet, having a radius of 1961.00 feet, a central angle of 00°38'49" and a chord which bears S 29°30'17" W a distance of 22.14 feet to a TxDOT Type I concrete monument found for corner;

THENCE, continuing with the east line of said Anarene Investments 17.80-acre tract and the west right-of-way line of said Ranch Road 12, S 29°11'41" W, pass a 1-inch iron pipe found at the northeast corner of said Anarene Investments 226.11-acre tract at a distance of 1,349.20 feet, and continuing on for a total distance of 1,489.20 feet to a TxDOT Type I concrete monument found at a point of curvature of a curve to the left;

THENCE, continuing with the east line of said Anarene Investments 226.11-acre tract and the west right-of-way line of said Ranch Road 12, along said curve to the left an arc distance of 746.98 feet, having a radius of 2,996.00 feet, a central angle of 14°17'07", and a chord which bears S 21°50'01" W a distance of 745.05 feet to a TxDOT Type I concrete monument found for corner;

THENCE, continuing with the east line of said Anarene Investments 226.11-acre tract and the west right-of-way line of said Ranch Road 12, S 14°28'39" W a distance of 1,975.67 feet to a 1/2-inch iron rod set with cap stamped "BGE, Inc." at a point of curvature of a curve to the right, from which a TxDOT Type I concrete monument found for reference bears N 59°27'59" W a distance of 4.21 feet, also from which a TxDOT Type I concrete monument found on the east right-of-way line of said Ranch Road 12 bears S 75°30'33" E a distance of 100.00 feet;

THENCE, continuing with the east line of said Anarene Investments 226.11-acre tract and the west right-of-way line of said Ranch Road 12, along said curve to the right an arc distance of 98.26 feet, having a radius of 2,815.00 feet, a central angle of 02°00'00" and a chord which bears S 15°29'27" W a distance of 98.25 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for the southeast corner of the herein described tract;

THENCE, with the southerly line of said Anarene Investments 226.11-acre tract and a cut-back portion of the west right-of-way line of said Ranch Road 12, N 28°34'13" W a distance of 28.76 feet to the **POINT OF BEGINNING** and containing 218.352 acres of land, more or less.

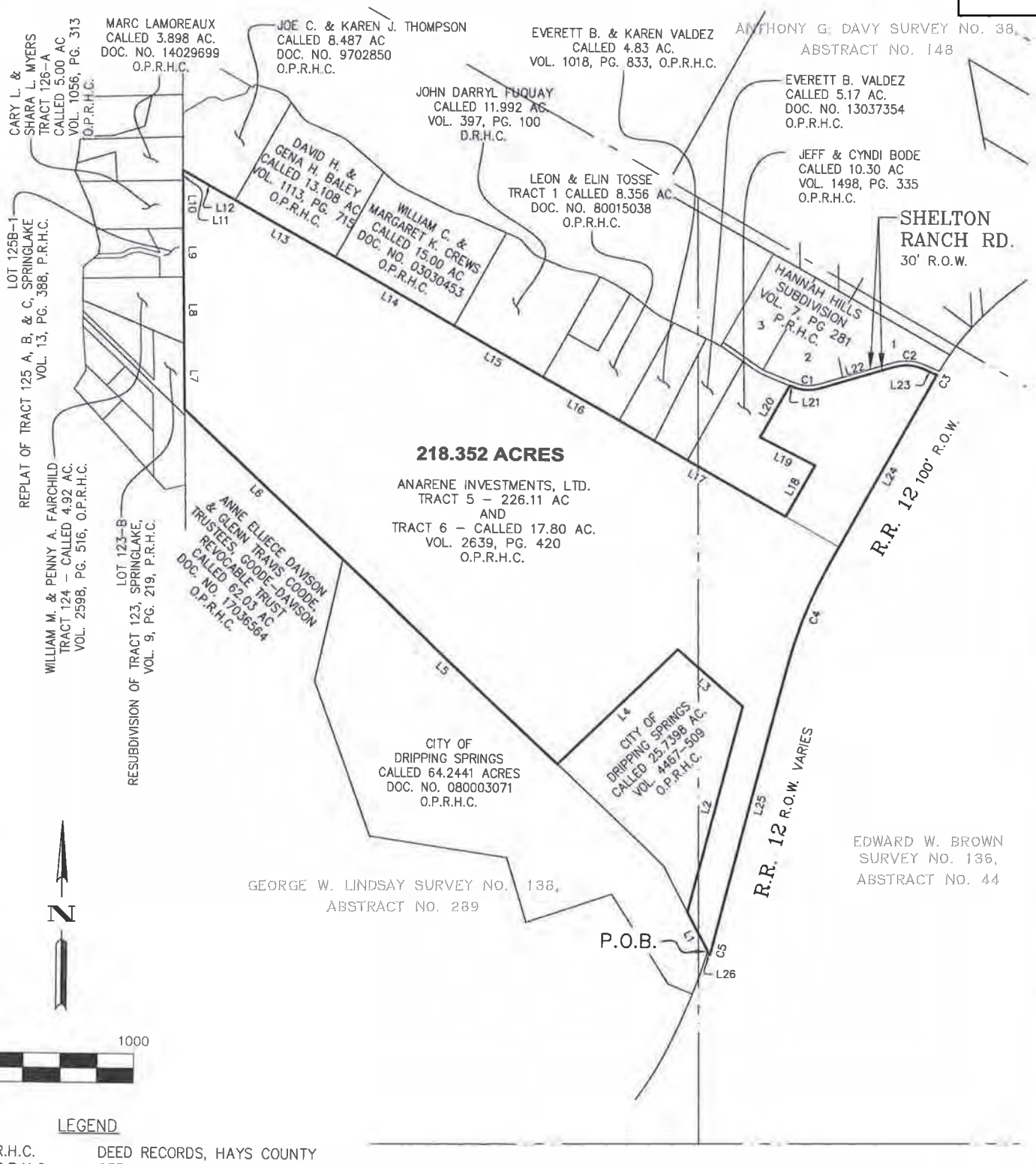
I hereby certify that these notes were prepared by BGE from a survey made on the ground on September 10, 2018 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.

12/12/2018
Date

Jonathan O. Nobles RPLS No. 5777
BGE, Inc.
7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

Date: December 11, 2018
Project No.: 5955-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

D.R.H.C.	DEED RECORDS, HAYS COUNTY
O.P.R.H.C.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY
P.R.H.C.	PLAT RECORDS, HAYS COUNTY
P.O.B.	POINT OF BEGINNING

BEARING BASIS NOTE:

HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS SOUTH CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 0.9999320997.

BGE, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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SCALE: 1"=1000'

SHEET 6 OF 7

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 28°12'34" W	302.29'
L2	N 14°36'11" E	1,470.07'
L3	N 49°13'14" W	598.82'
L4	S 45°59'38" W	1,153.28'
L5	N 46°55'44" W	2,051.75'
L6	N 46°51'16" W	1,500.80'
L7	N 01°08'13" W	453.57'
L8	N 01°07'53" W	460.08'
L9	N 00°54'14" W	336.16'
L10	N 00°45'39" W	332.73'
L11	N 00°33'39" W	69.38'
L12	S 60°44'38" E	415.44'
L13	S 60°41'05" E	789.57'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L14	S 60°42'09" E	955.59'
L15	S 60°27'57" E	707.23'
L16	S 60°46'51" E	601.45'
L17	S 60°36'41" E	1,333.96'
L18	N 29°07'24" E	406.60'
L19	N 63°03'43" W	425.17'
L20	N 29°12'20" E	410.41'
L21	S 68°08'51" E	21.24'
L22	N 73°35'59" E	544.90'
L23	S 66°58'50" E	109.09'
L24	S 29°11'41" W	1,489.20'
L25	S 14°28'39" W	1,975.67'
L26	N 28°34'13" W	28.76'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	192.46'	288.51'	38°13'14"	S 87°17'39" E	188.91'
C2	192.48'	278.91'	39°32'26"	S 86°37'44" E	188.68'
C3	22.14'	1,961.00'	0°38'49"	S 29°30'17" W	22.14'
C4	746.98'	2,996.00'	14°17'07"	S 21°50'01" W	745.05'
C5	98.26'	2,815.00'	2°00'00"	S 15°29'27" W	98.25'

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7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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SCALE: 1"=1000'

SHEET 7 OF 7

DESCRIPTION OF A 43.328 ACRE TRACT OF LAND
HAYS COUNTY, TEXAS

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE PHILIP A. SMITH SURVEY NO. 26, ABSTRACT NO. 415, THE MARCUS D. RAPER SURVEY NO. 37, ABSTRACT NO. 394, THE ANTHONY G. DAVY SURVEY NO. 38, ABSTRACT NO. 148 AND THE EDWARD W. BROWN SURVEY NO. 136, ABSTRACT NO. 44, SITUATED IN HAYS COUNTY, TEXAS; BEING A PORTION OF A 977.54 ACRE TRACT AS DESCRIBED IN GENERAL WARRANTY DEED CONVEYED TO ANARENE INVESTMENTS, LTD. AS RECORDED IN VOLUME 2639, PAGE 410 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 67.776 ACRE TRACT AS DESCRIBED IN SPECIAL WARRANTY DEEDS CONVEYED TO ANARENE INVESTMENTS, LTD. AS RECORDED IN VOLUME 3958, PAGE 629 AND VOLUME 3958, PAGE 699, BOTH OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING ALL OF THAT CALLED 2.304 ACRE TRACT AS DESCRIBED IN GENERAL WARRANTY DEED CONVEYED TO JOHN GRAHAM HILL AS RECORDED IN DOCUMENT NUMBER 05005107 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING ALL OF THAT CALLED 2.30 ACRE TRACT AS DESCRIBED IN GENERAL WARRANTY DEED CONVEYED TO MELINDA HILL PERRIN AS RECORDED IN DOCUMENT NUMBER 80027016 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND BEING ALL OF THAT CALLED 1.31 ACRE TRACT AS DESCRIBED IN SPECIAL WARRANTY DEED CONVEYED TO JOHN GRAHAM HILL AND MELINDA HILL PERRIN AS RECORDED IN DOCUMENT NUMBER 16043631 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with cap stamp "BGE INC" set on the east right-of-way line of Ranch Road 12, (100' wide right-of-way), being the common most westerly corner of the above described Anarene Investments 977.54-acre tract and a called 21.126-acre tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by deed of gift recorded in Volume 571, Page 307 of Real Property Records of Hays County, Texas, from which a 80-D nail found bears, S 80°14'54" E a distance of 0.54 feet, and from which a concrete monument found on east right-of-way line of said Ranch Road 12 bears, S 14°28'39" W a distance of 350.43 feet; Thence, leaving the east right-of-way line of Ranch Road 12 and crossing over and across said Anarene Investments 977.54-acre tract, N 48°15'26" E a distance of 3,883.45 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for the most southerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract, N 62°25'51" W a distance of 365.40 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract, along said curve to the right, an arc distance of 233.67 feet, having a radius of 485.00 feet, a central angle of 27°36'16" and a chord which bears N 48°37'43" W a distance of 231.41 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of tangency;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract and crossing over and across the above described Anarene Investments 67.776-acre tract, N 34°49'35" W a distance of 267.91 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for a point of curvature of a curve to the left;

THENCE, continuing over and across said Anarene Investments 67.776-acre tract, along said curve to the left, an arc distance of 333.28 feet, having a radius of 1015.00 feet, a central angle of 18°48'48" and a chord which bears N 44°13'58" W a distance of 331.78 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set at a point of reverse curvature;

THENCE, continuing over and across said Anarene Investments 67.776-acre tract, along said curve to the right, an arc distance of 38.55 feet, having a radius of 25.00 feet, a central angle of 88°20'36" and a chord which bears N 09°28'04" W a distance of 34.84 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of tangency, for the most westerly corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 67.776-acre tract, N 34°42'14" E a distance of 612.89 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said Anarene Investments 67.776-acre tract and crossing over and across said Anarene Investments 977.54-acre tract, along said curve to the right, an arc distance of 168.56 feet, having a radius of 465.00 feet, a central angle of 20°46'10"and a chord which bears N 45°05'19" E a distance of 167.64 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for a point of tangency;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract, N 55°28'23" E a distance of 1,126.40 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for the most northerly corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract, S 13°35'57" E a distance of 353.90 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set for an angle point;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract, S 44°59'39" E a distance of 147.28 feet to a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found at the most northerly northeast corner of said Anarene Investments 67.776-acre tract;

THENCE, with a east line of said Anarene Investments 67.776-acre tract and a west line of said Anarene Investments 977.54-acre tract, S 13°46'47" E a distance of 413.12 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for the most easterly corner of the herein described tract, from which a 5/8-inch iron rod with cap stamped "RPLS 3984 STAUDT SURVEY" found at an angle point in the east line of said Anarene Investments 67.776-acre tract bears, S 13°46'47" E a distance of 192.95 feet;

THENCE, leaving the west line of said Anarene Investments 977.54-acre tract and crossing over and across said Anarene Investments 67.776-acre tract, S 88°54'34" W a distance of 262.83 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an interior corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 67.776-acre tract and crossing over and across said Anarene Investments 977.54-acre tract, S 02°39'33" E a distance of 903.84 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an exterior corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 977.54-acre tract and crossing over and across said Anarene Investments 67.776-acre tract, N 64°51'14" W a distance of 290.58 feet to a 1/2-inch iron rod with cap stamp "BGE INC" set, for an interior corner of the herein described tract;

THENCE, continuing over and across said Anarene Investments 67.776-acre tract and crossing over and across said Anarene Investments 977.54-acre tract, S 35°05'06" W a distance of 538.90 feet to the **POINT OF BEGINNING** and containing 43.328 acres of land, more or less.

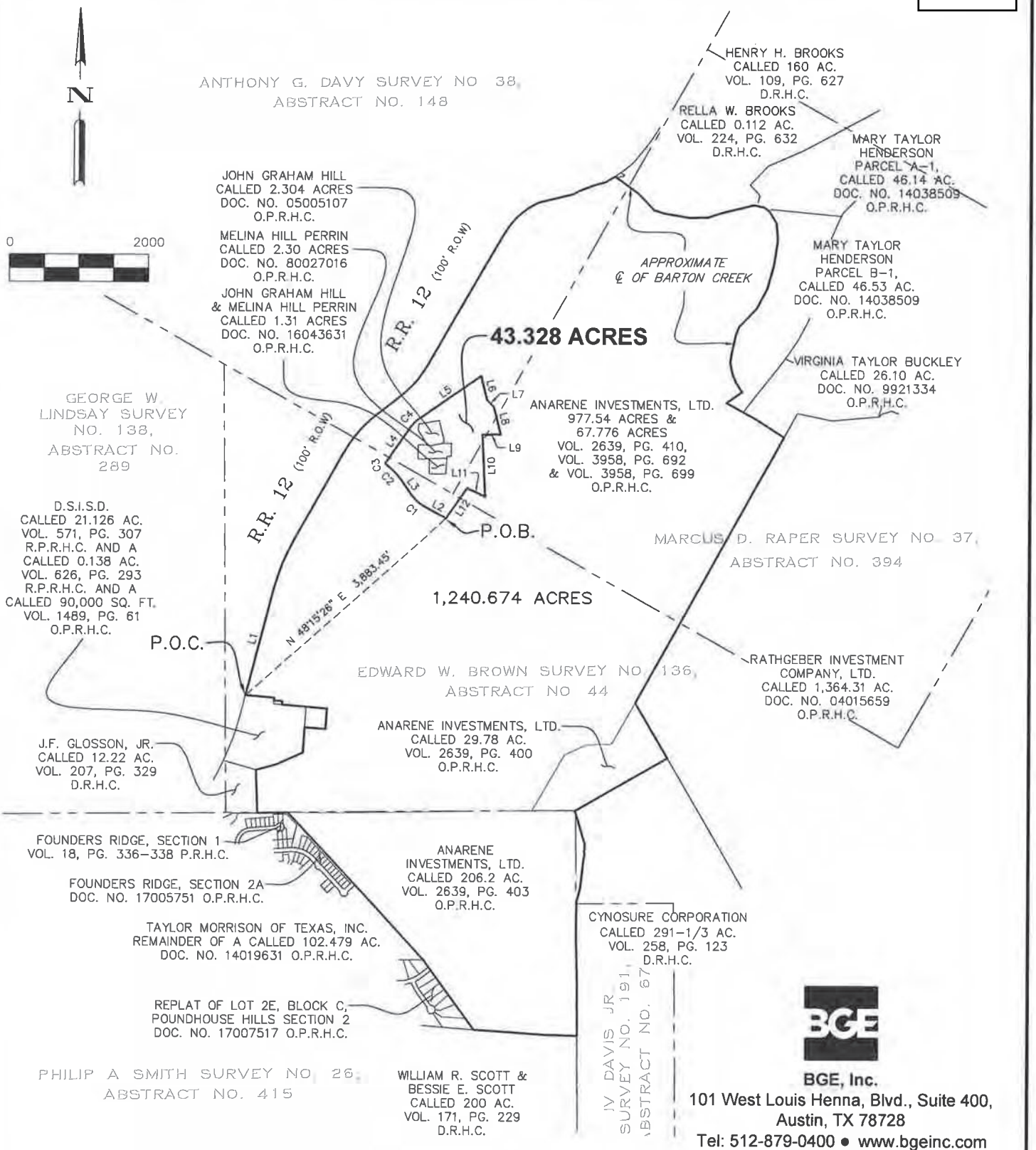
I hereby certify that these notes were prepared by BGE from a survey made on the ground on September 10, 2018 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.

8/30/2019

Jonathan O. Nobles RPLS No. 5777 — Date
BGE, Inc.
7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

Date: November 19, 2018
Revised: August 30, 2019
Project No.: 5955-00

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



BGE, Inc.
101 West Louis Henna, Blvd., Suite 400,
Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying
Firm No. 10106502

BEARING BASIS NOTE:

HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS SOUTH CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 0.9999320997.

LEGEND

D.R.H.C.	DEED RECORDS, HAYS COUNTY
O.P.R.H.C.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY
P.R.H.C.	PLAT RECORDS, HAYS COUNTY
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT

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SCALE: 1"=2000'

SHEET 4 OF 5

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 14°28'39" E	1,624.68'
L2	N 62°25'51" W	365.40'
L3	N 34°49'35" W	267.91'
L4	N 34°42'14" E	612.89'
L5	N 55°28'23" E	1,126.40'
L6	S 13°35'57" E	353.90'
L7	S 44°59'39" E	147.28'
L8	S 13°46'47" E	413.12'
L9	S 88°54'34" W	262.83'
L10	S 02°39'33" E	903.84'
L11	N 64°51'14" W	290.58'
L12	S 35°05'06" W	538.90'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	233.67'	485.00'	27°36'16"	N 48°37'43" W	231.41'
C2	333.28'	1,015.00'	18°48'48"	N 44°13'58" W	331.78'
C3	38.55'	25.00'	88°20'36"	N 09°28'04" W	34.84'
C4	168.56'	465.00'	20°46'10"	N 45°05'19" E	167.64'

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Firm No. 10106502

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SCALE: 1"=2000'

SHEET 5

OF 5

EXHIBIT _A-1___

DRIPPING SPINGS I.S.D
89,980 SQ. FT.
JOB NO. 7540-00

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 89,980 SQUARE FOOT (2.066 ACRES) TRACT OF LAND OUT OF THE EDWARD W. BROWN SURVEY NO. 136, ABSTRACT NO. 44, SITUATED IN HAYS COUNTY, TEXAS; BEING ALL OF THAT CALLED 90,000 SQUARE FOOT TRACT CONVEYED TO DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT BY DEED OF GIFT RECORDED IN VOLUME 1489, PAGE 61 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod in concrete found on a southerly line of a called 223.556 acre tract as conveyed to Double L Development, LLC by special warranty deed recorded in Document Number 19035343 of the Official Public Records of Hays County, Texas, at the most easterly northeast corner of a called 21.126 acre tract as conveyed to Dripping Springs Independent School District (D.S.I.S.D.) by deed of gift recorded in Volume 571, Page 307 of Real Property Records of Hays County, Texas, being the northwest corner of the above described D.S.I.S.D. 90,000-square foot tract, for the northwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod found at the most easterly southeast corner of said D.S.I.S.D. 21.126-acre tract bears S 03°44'39" W a distance of 670.39 feet;

THENCE, with the southerly line of said Double L Development, LLC, 223.556-acre tract, and the north line of said D.S.I.S.D. 90,000-square foot tract, S 85° 02' 09" E for a distance of 300.00 feet to a 1/2-inch iron rod w/cap stamped “BGE INC” set at a southerly corner of said Double L Development, LLC, 223.556-acre tract, for the northeast corner of the herein described tract.

THENCE, leaving the southerly line of said Double L Development, LLC, 223.556-acre tract, with a westerly line of the remainder of a called 1,240.674 acre tract as conveyed to LL Ranch Investments, LP by special warranty deed recorded in Document Number 19035342 of the Official Public Records of Hays County, Texas, and the east line of said D.S.I.S.D. 90,000-square foot tract, S 03° 44' 39" W for a distance of 300.00 feet to a 1/2-inch iron rod w/cap stamped “BGE INC” set for the southeast corner of the herein described tract.

THENCE, with a northerly line of said LL Ranch Investments, LP 1,240.674-acre remainder tract, and the south line of said D.S.I.S.D. 90,000-square foot tract, N 85° 02' 09" W for a distance of 300.00 feet to a 1/2-inch iron rod w/cap stamped “BGE INC” set on the east line of said D.S.I.S.D. 21.126-acre tract for the southwest corner of the herein described tract.

THENCE, with east line of said D.S.I.S.D. 21.126-acre tract, and west line of said D.S.I.S.D. 90,000-square foot tract, N 03° 44' 39" E a distance of 300.00 feet to the **POINT OF BEGINNING** and containing 89,980 square feet (2.066 acres) of land, more or less.

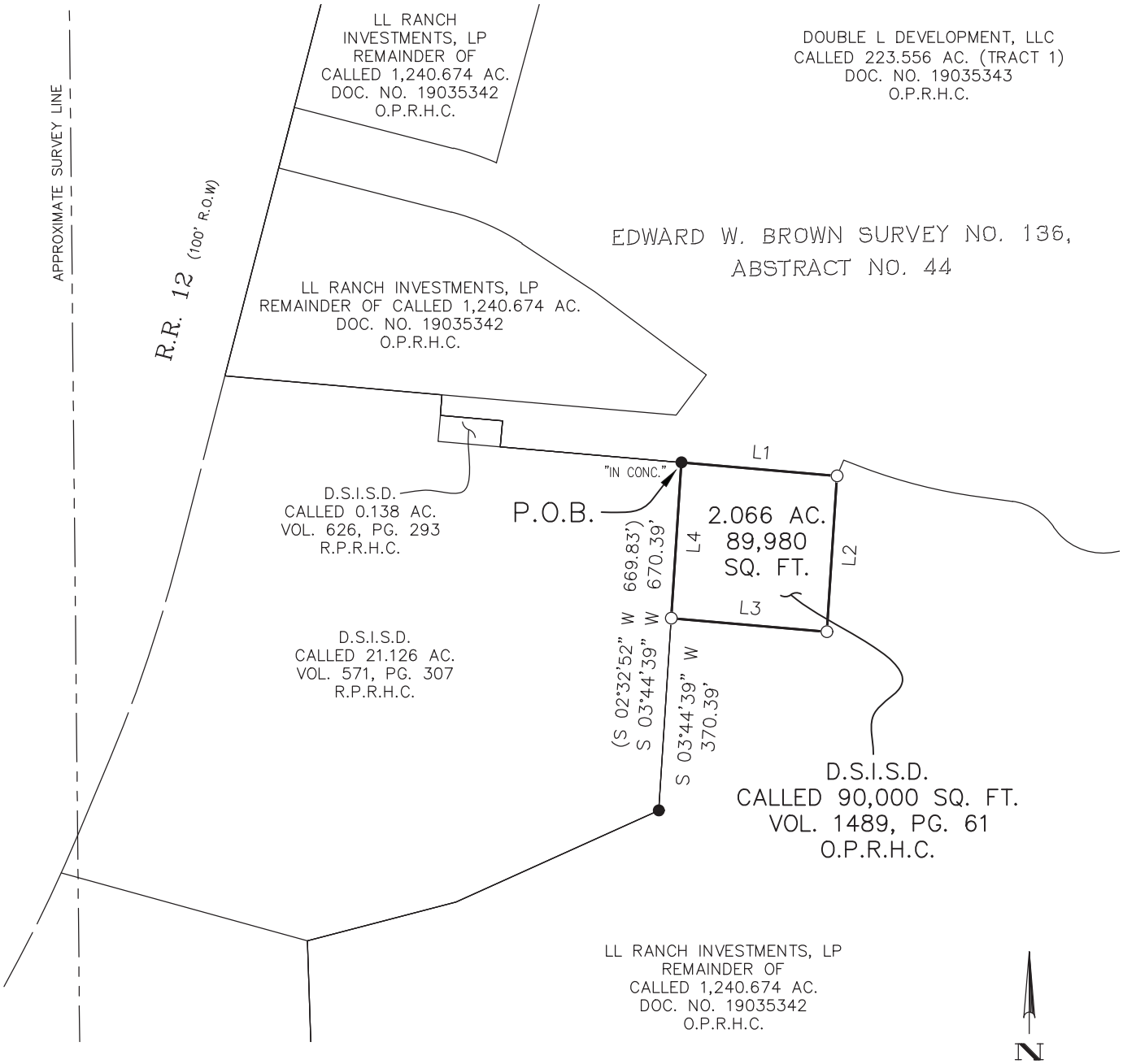
I hereby certify that these notes were prepared by BGE from a survey made on the ground on September 10, 2018 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, South Central Zone, NAD 83.

Jonathan O. Nobles RPLS No. 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

05/06/2021
Date

Date: May 6, 2021
Project No.: 7540-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 85°02'09" E	300.00'
	(S 86°13'48" E)	(300.00')
L2	S 03°44'39" W	300.00'
	(S 02°32'52" W)	(300.00')
L3	N 85°02'09" W	300.00'
	(N 86°13'48" W)	(300.00')
L4	N 03°44'39" E	300.00'

LEGEND

O.P.R.H.C.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY
R.P.R.H.C.	REAL PROPERTY RECORDS, HAYS COUNTY
P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION VOL. 571, PG. 307 & VOL. 1489, PG. 61
●	FOUND 1/2-INCH IRON ROD
○	SET 1/2-INCH IRON ROD W/CAP STAMPED "BGE INC"

BEARING BASIS NOTE:

HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS SOUTH CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 0.9999320997.

BGE, Inc.
7101 West Louis Henna Blvd., Suite 400, Austin, TX 78728
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TBPELS Licensed Surveying Firm No. 10106502

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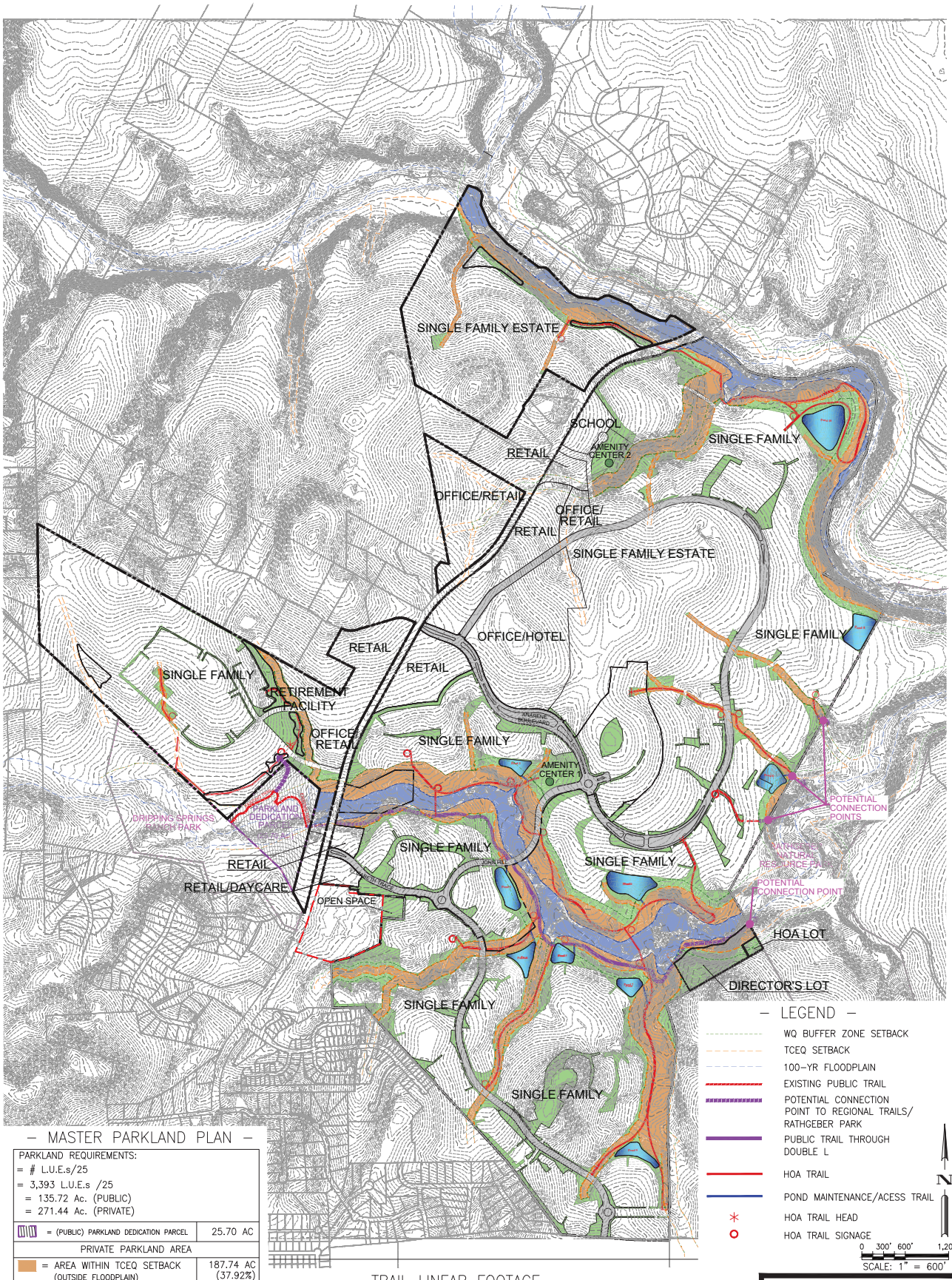
SCALE: 1"300'

SHEET 3 OF 3

DOUBLE 'L'

MASTER PARKLAND EXHIBIT

(A TREND DEVELOPMENT, INC. COMMUNITY)



— MASTER PARKLAND PLAN —

PARKLAND REQUIREMENTS:
= # L.U.E.s/25
= 3,393 L.U.E.s /25
= 135.72 Ac. (PUBLIC)
= 271.44 Ac. (PRIVATE)

= (PUBLIC) PARKLAND DEDICATION PARCEL	25.70 AC
PRIVATE PARKLAND AREA	
= AREA WITHIN TCEQ SETBACK (OUTSIDE FLOODPLAIN)	187.74 AC (37.92%)
= AREA OUTSIDE FLOODPLAIN (OUTSIDE TCEQ SETBACK)	228.79 AC (46.22%)
= AREA WITHIN FLOODPLAIN	52.82 AC (10.67%)
TOTAL (PRIVATE & PUBLIC) PARKLAND AREA = 495.05 Ac.	

— LEGEND —

- WQ BUFFER ZONE SETBACK
- TCEQ SETBACK
- 100–YR FLOODPLAIN
- EXISTING PUBLIC TRAIL
- POTENTIAL CONNECTION POINT TO REGIONAL TRAILS/ RATHGEBER PARK
- PUBLIC TRAIL THROUGH DOUBLE L
- HOA TRAIL
- POND MAINTENANCE/ACESS TRAIL
- HOA TRAIL HEAD
- HOA TRAIL SIGNAGE

N

0 300' 600' 1,200'

SCALE: 1" = 600'

— TRAIL LINEAR FOOTAGE —

HOA TRAIL = +/– 32,824 L.F.

PUBLIC TRAIL = +/– 8,407 L.F.

PUBLIC TRAIL THROUGH DOUBLE 'L' = +/– 4,008 L.F.
PUBLIC TRAIL CONNECTION TO REGIONAL TRAILS = +/– 4,399 L.F.

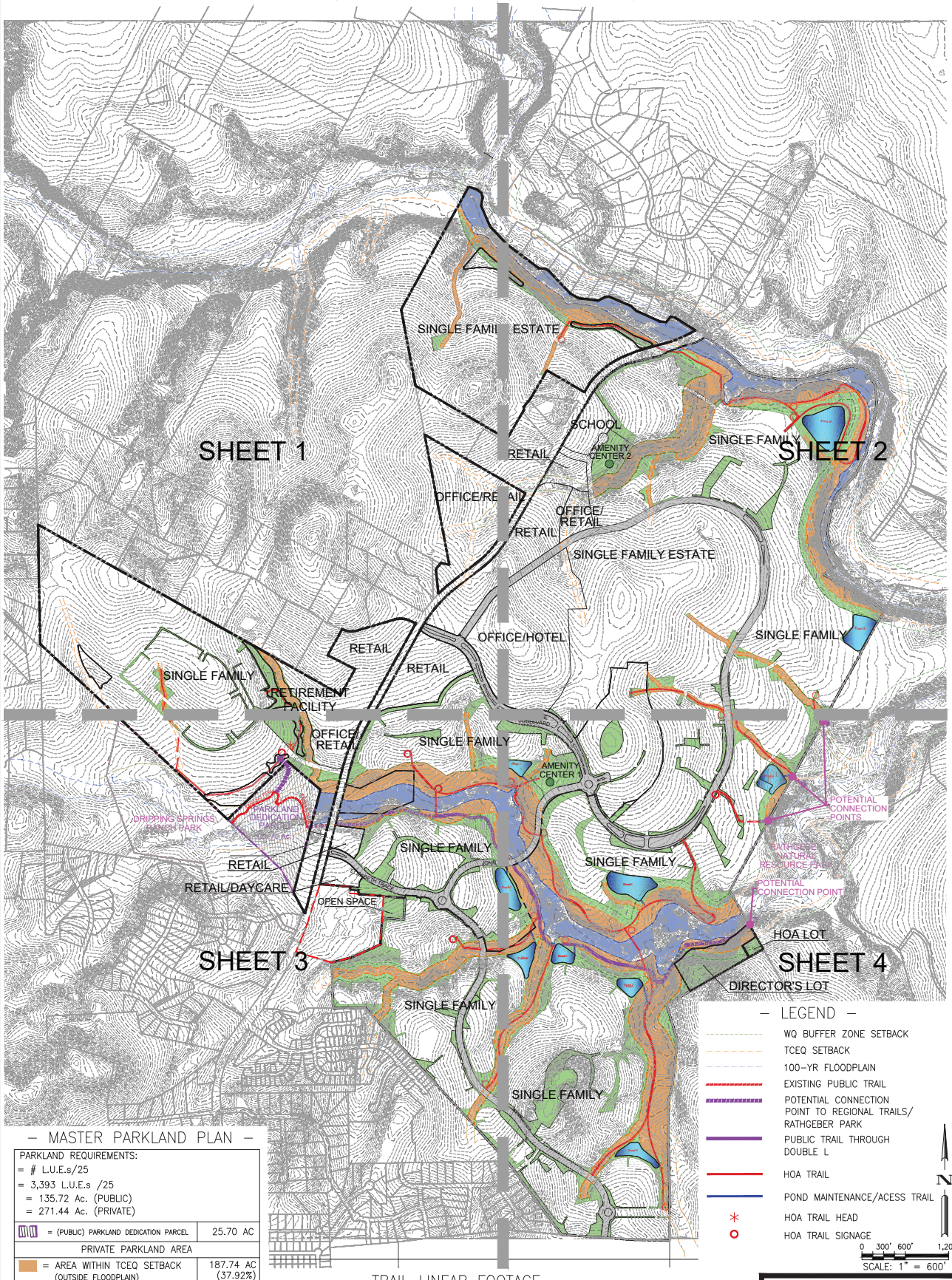
NOTE: ALL TRAILS AROUND LITTLE BARTON CREEK ARE PROPOSED AS 8' WIDE FOR MAINTENANCE ACCESS.

BGE, Inc.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TEL: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

DOUBLE 'L'

MASTER PARKLAND EXHIBIT

(A TREND DEVELOPMENT, INC. COMMUNITY)



— MASTER PARKLAND PLAN —

PARKLAND REQUIREMENTS:	
= # L.U.E.s/25	
= 3,393 L.U.E.s /25	
= 135.72 Ac. (PUBLIC)	
= 271.44 Ac. (PRIVATE)	
= (PUBLIC) PARKLAND DEDICATION PARCEL	25.70 AC
PRIVATE PARKLAND AREA	
= AREA WITHIN TCEQ SETBACK (OUTSIDE FLOODPLAIN)	187.74 AC (37.92%)
= AREA OUTSIDE FLOODPLAIN (OUTSIDE TCEQ SETBACK)	228.79 AC (46.22%)
= AREA WITHIN FLOODPLAIN	52.82 AC (10.67%)
TOTAL (PRIVATE & PUBLIC) PARKLAND AREA = 495.05 Ac.	

— LEGEND —

- WQ BUFFER ZONE SETBACK
- TCEQ SETBACK
- 100–YR FLOODPLAIN
- EXISTING PUBLIC TRAIL
- POTENTIAL CONNECTION POINT TO REGIONAL TRAILS/ RATHGEBER PARK
- PUBLIC TRAIL THROUGH DOUBLE L
- HOA TRAIL
- POND MAINTENANCE/ACESS TRAIL
- HOA TRAIL HEAD
- HOA TRAIL SIGNAGE

N

0 300' 600' 1,200'

SCALE: 1" = 600'

— TRAIL LINEAR FOOTAGE —

HOA TRAIL = +/– 32,824 L.F.

PUBLIC TRAIL = +/– 8,407 L.F.

PUBLIC TRAIL THROUGH DOUBLE 'L' = +/– 4,008 L.F.
PUBLIC TRAIL CONNECTION TO REGIONAL TRAILS = +/– 4,399 L.F.

NOTE: ALL TRAILS AROUND LITTLE BARTON CREEK ARE PROPOSED AS 8' WIDE FOR MAINTENANCE ACCESS.

BGE, Inc.
1701 DIRECTORS BOULEVARD, SUITE 1000
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DOUBLE 'L'

MASTER PARKLAND EXHIBIT

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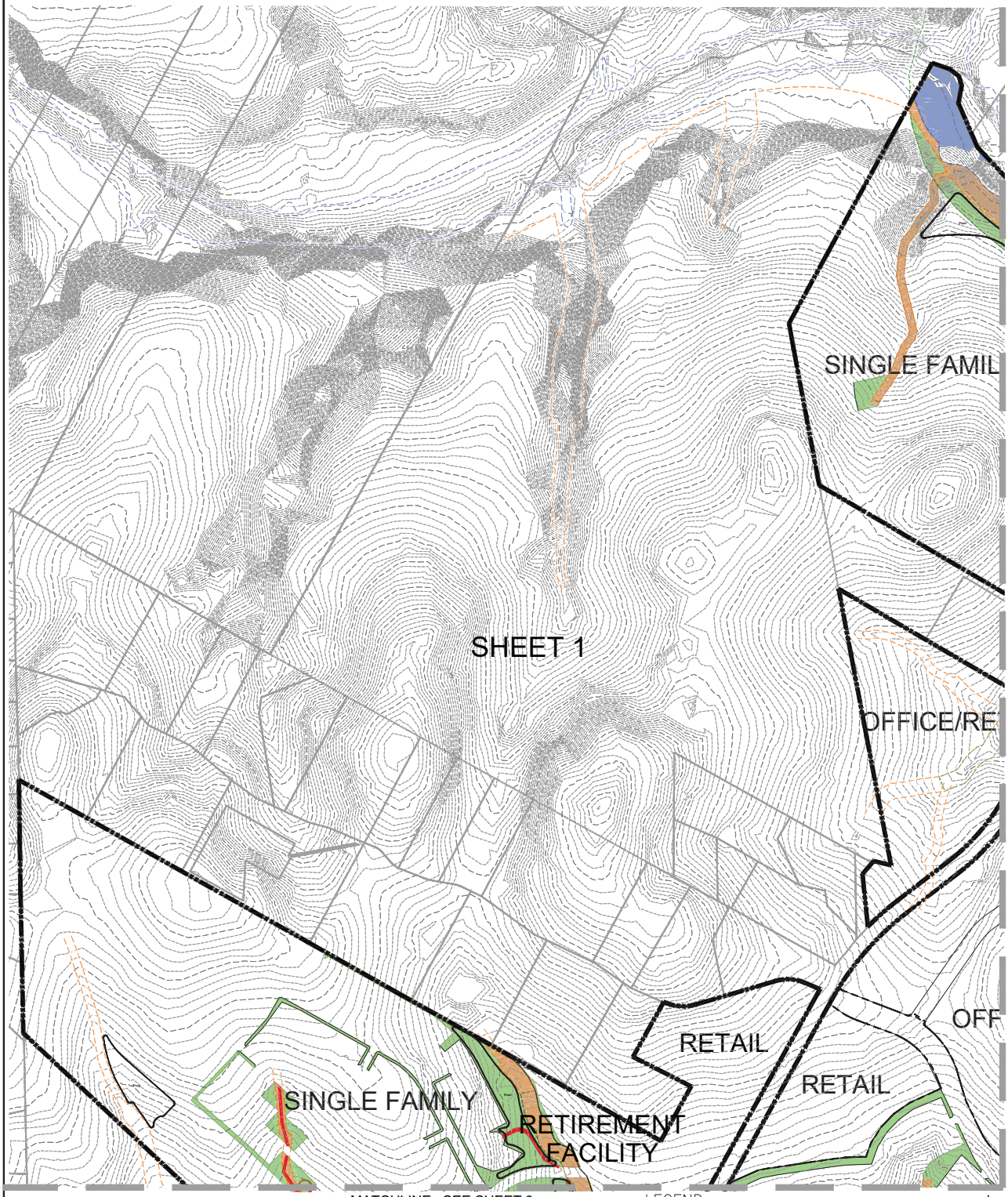

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N

0 150' 300' 600'

SCALE: 1" = 300'

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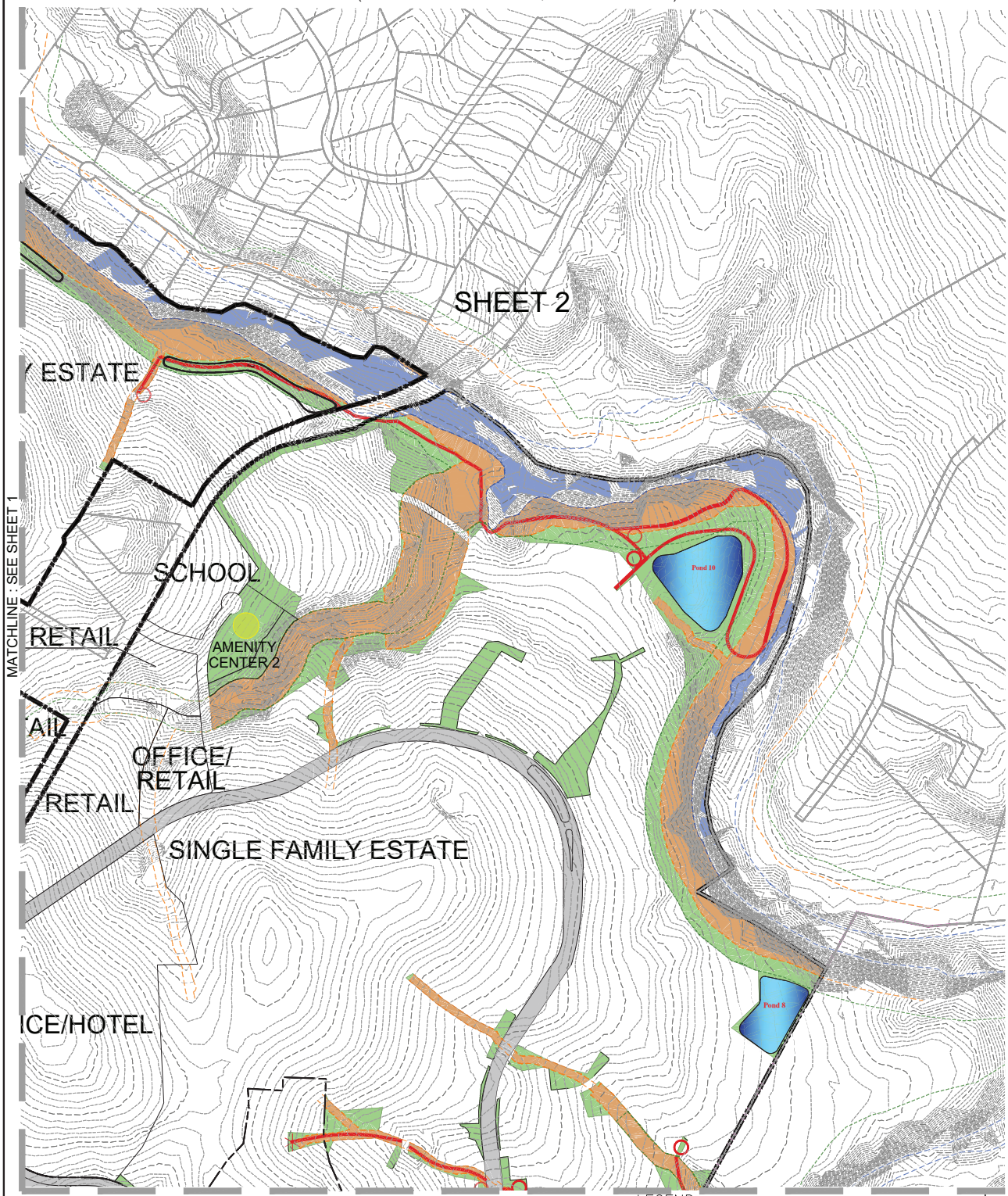

— MASTER PARKLAND PLAN —

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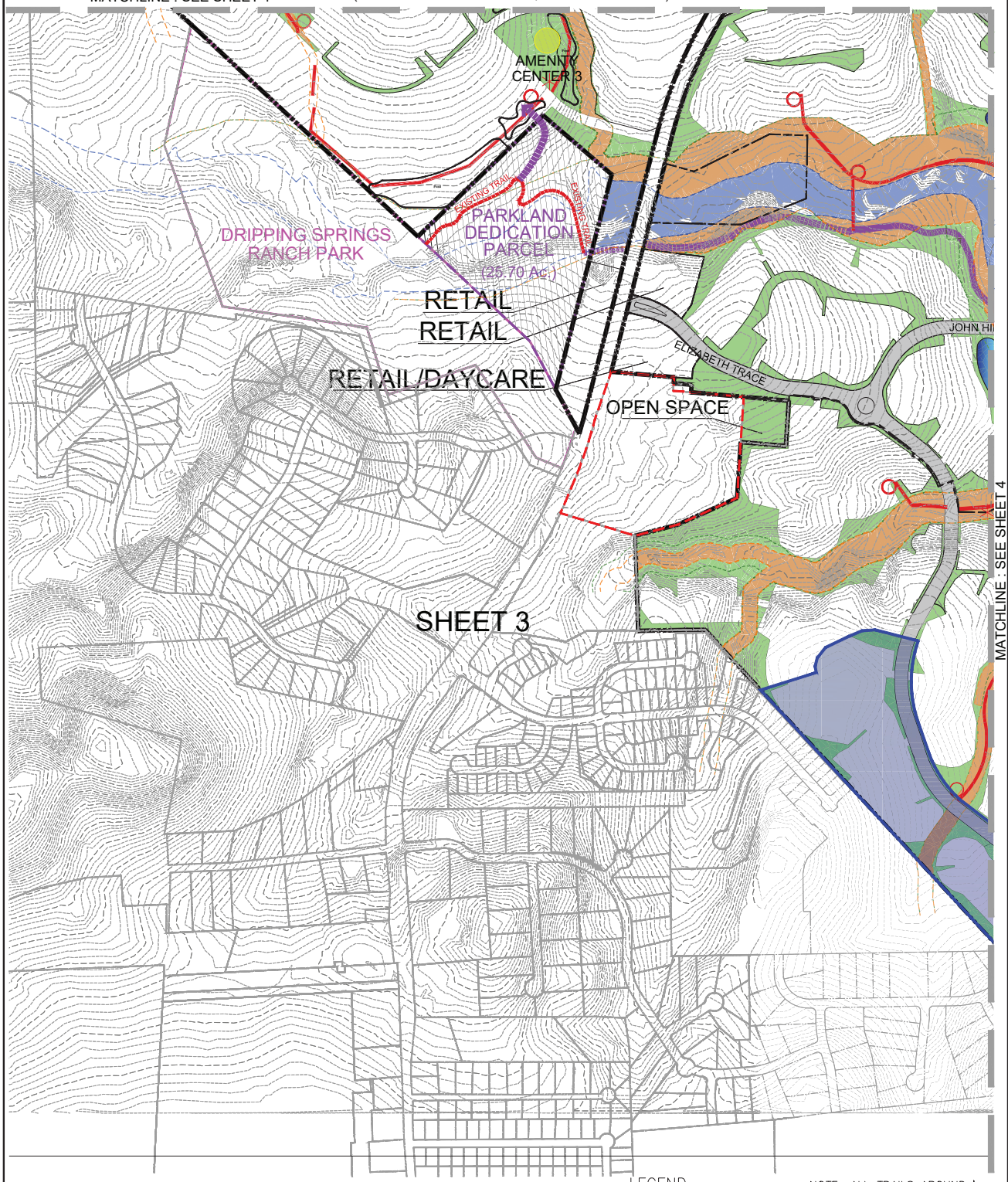

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SCALE: 1" = 300'

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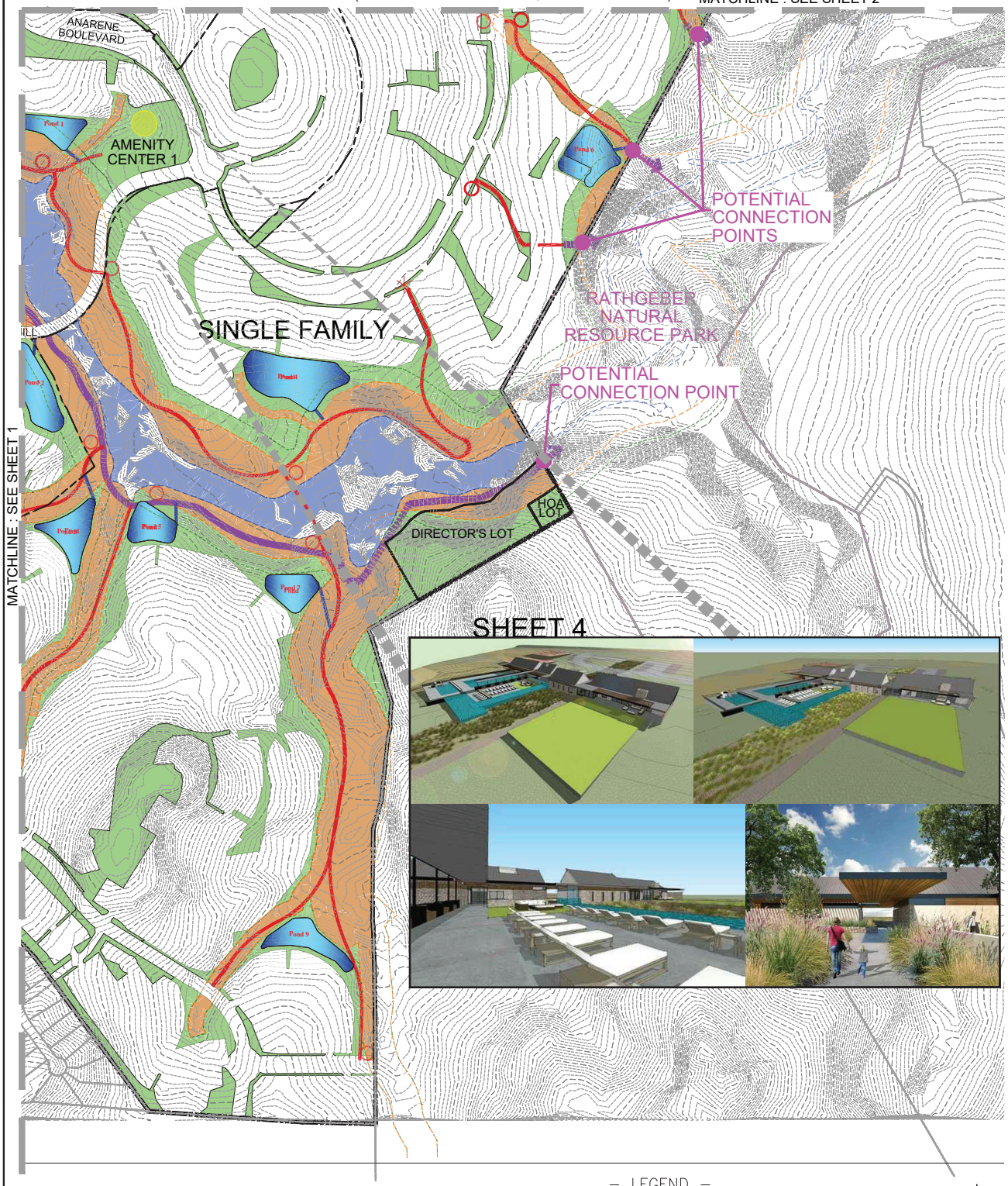
DOUBLE 'L'

MASTER PARKLAND EXHIBIT

(A TREND DEVELOPMENT, INC. COMMUNITY)

MATCHLINE : SEE SHEET 2



MATCHLINE : SEE SHEET 1

– MASTER PARKLAND PLAN –

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N

0 150' 300' 600'

SCALE: 1" = 300'

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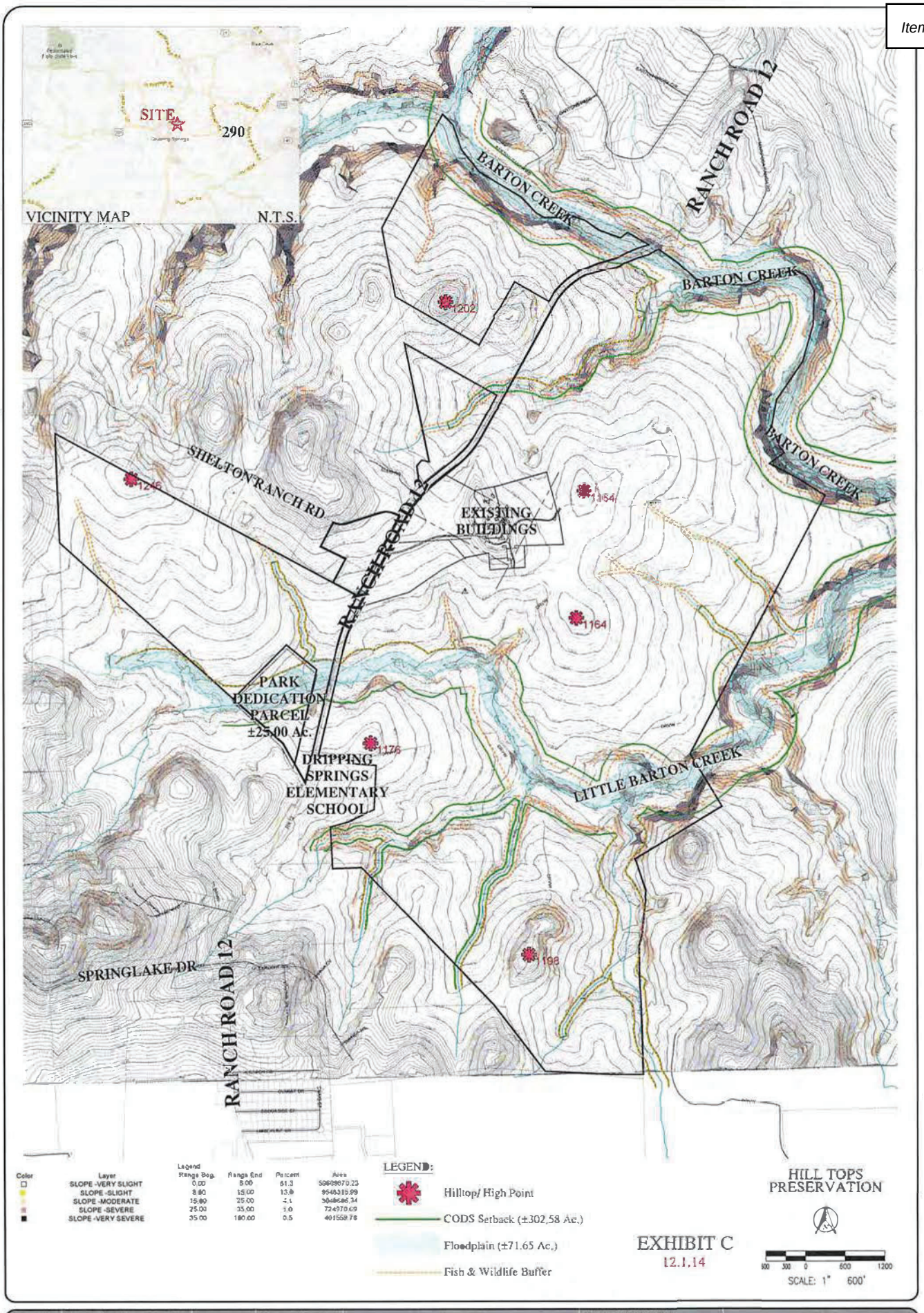
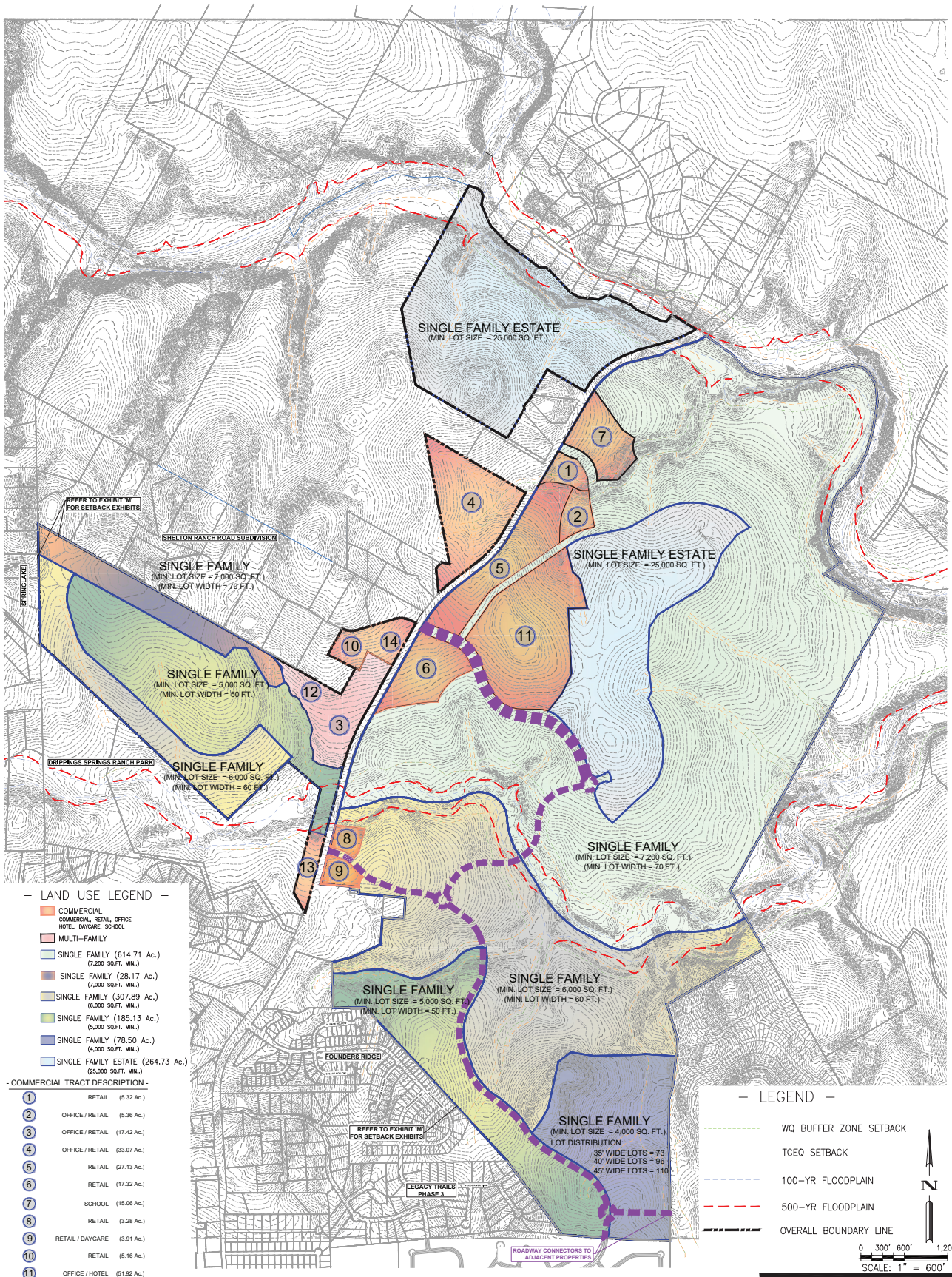
EXHIBIT "C" - HILLTOP PRESERVATION



DOUBLE 'L'

CONCEPTUAL MASTER PLAN

(A TREND DEVELOPMENT, INC. COMMUNITY)



— LAND USE LEGEND —

- COMMERCIAL — COMMERCIAL, RETAIL, OFFICE HOTEL, DAYCARE, SCHOOL
- MULTI–FAMILY
- SINGLE FAMILY (614.71 Ac.) (7,200 SQ.FT. MIN.)
- SINGLE FAMILY (28.17 Ac.) (7,000 SQ.FT. MIN.)
- SINGLE FAMILY (307.89 Ac.) (6,000 SQ.FT. MIN.)
- SINGLE FAMILY (185.13 Ac.) (5,000 SQ.FT. MIN.)
- SINGLE FAMILY (78.50 Ac.) (4,000 SQ.FT. MIN.)
- SINGLE FAMILY ESTATE (264.73 Ac.) (25,000 SQ.FT. MIN.)

- COMMERCIAL TRACT DESCRIPTION -

1	RETAIL	(5.32 Ac.)
2	OFFICE / RETAIL	(5.36 Ac.)
3	OFFICE / RETAIL	(17.42 Ac.)
4	OFFICE / RETAIL	(33.07 Ac.)
5	RETAIL	(27.13 Ac.)
6	RETAIL	(17.32 Ac.)
7	SCHOOL	(15.06 Ac.)
8	RETAIL	(3.28 Ac.)
9	RETAIL / DAYCARE	(3.91 Ac.)
10	RETAIL	(5.16 Ac.)
11	OFFICE / HOTEL	(51.92 Ac.)
12	RETIREMENT FACILITY	(5.83 Ac.)
13	RETAIL	(5.18 Ac.)
14	RETAIL	(3.75 Ac.)
	TOTAL	(195.96 Ac.)

— LEGEND —

- WQ BUFFER ZONE SETBACK
- TCEQ SETBACK
- 100–YR FLOODPLAIN
- 500–YR FLOODPLAIN
- OVERALL BOUNDARY LINE

N

0 300' 600' 1,200'

SCALE: 1" = 600'

NOTE:

CONCEPTUAL PLAN AND PROPOSED LAND USES ARE SUBJECT TO CHANGE.

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Code Section *(Ordinance)*	**Summary**	**Modification**
City of Dripping Springs Code of Ordinances currently in effect, 2021		
Chapter 22	**General Regulations**	
22.05.014(c) *(3500.11, §4, adopted 2/20/07)*	Hazardous Material Traps required on roads with 5,000+ VPD	Eliminate
22.05.015 *(3500.11, §5, adopted 2/20/07)*	Performance Standards for Water Quality BMP's	Eliminate and substitute with comply with TCEQ RG-348 Appendix A Optional Enhanced Measures.
22.05.016(a)(2) *(3500.11, §6, adopted 2/20/07)*	Maximum Impervious Cover	Maximum impervious cover for all site development plans within the Edwards Aquifer will be as tabulated in Section 3.1.4 of the Agreement. The overall project impervious cover to be 35% maximum.
22.05.016(c) *(3500.11, §6, adopted 2/20/07)*	The following are IC: (6) Swimming pool surface area.	Modify (6) to Swimming pool surface area unless they provide freeboard volume to contain the Water Quality Volume as required by TCEQ rules.
22.05.17(b) *(3500.11, §7, adopted 2/20/07)*	Water Quality Buffers	Eliminate 22.05.17 and Buffers per TCEQ RG-348 Appendix A Optional Enhanced Measures shall govern.
22.05.017(d) *(3500.11, §7, adopted 2/20/07)*	Development in the buffer is limited to critical crossings only and as few as possible; (11) WQ ponds are allowed in the buffer if drainage area is < 128 ac	Allow online detention ponds (stock tank like); Allow storm outfalls and daylights in the buffer (e.g. pond outfall) Parallel encroachment of utilities within the buffer may be allowed with City Engineer approval.
22.05.022(a)(2) *(3500.11, §12, adopted 2/20/07)*	Nonresidential construction is to use xeriscape landscaping	Eliminate
22.05.023 *(3500.11, §13, adopted 2/20/07)*	Structural Controls – Water Quality	Eliminate and substitute with comply with TCEQ RG-348 Appendix A Optional Enhanced Measures.
22.05.025 *(3500.11, §15, adopted 2/20/07)*	Erosion Hazard Zone setbacks; sections allows for a slope maintenance plan	Eliminate

Code Section *(Ordinance)*	**Summary**	**Modification**
Chapter 26	**Sign Ordinance**	
26.01.004 *(2020-12)*	(4) off premises signs are prohibited	Allow an off-site directional sign with comparable design and size to the sign approved for the Wild Ridge Development at the US Hwy 290 and proposed Arterial intersections.
Chapter 28	**Subdivision & Site Development**	
28.07.004(4) *(2019-39, adopted 10/15/19)*	The Dripping Springs Techinical Criteria (DSTC), Ordinance No. 2019-39, defers to the City of Austin Environmental Criteria Manual (ECM) for the design of Environmental Management Facilities.	No requirement to comply with the City of Austin ECM for Water Quality design purposes. BMP's for water quality control compliant with the Texas Commission on Environmental Quality (TCEQ) Optional Enhanced Measures for the Protection of Water Quality in the Edwards Aquifer (RG-348 Appendix A) are considered as compliant Environmental management facilities.
28 Exh A 5.4.3 *(2019-29, adopted 9/10/19)*	Requires construction and installation of required public improvements & City Utilities	All public improvements shall be completed or supported by complete fiscal security in accordance with approved construction plans prior to submission of final plat. A final plat shall not be filed for recordation until all improvements and/or fiscal security has been accepted by the City.
28 Exh A 11.21.2 *(2019-29, adopted 9/10/19)*	Maximum block length and cul-de-sac is 2,000'	Maximum block length and cul-de-sac is 3,000'
28 Exh A 12.2.1 *(2019-29, adopted 9/10/19)*	Minimum utility easement is 20'	Minimum utility easement is 15'
28 Exh A 12.2.4 *(2019-29, adopted 9/10/19)*	Front lot PUE is to be 20'	Front lot PUE is to be 10'

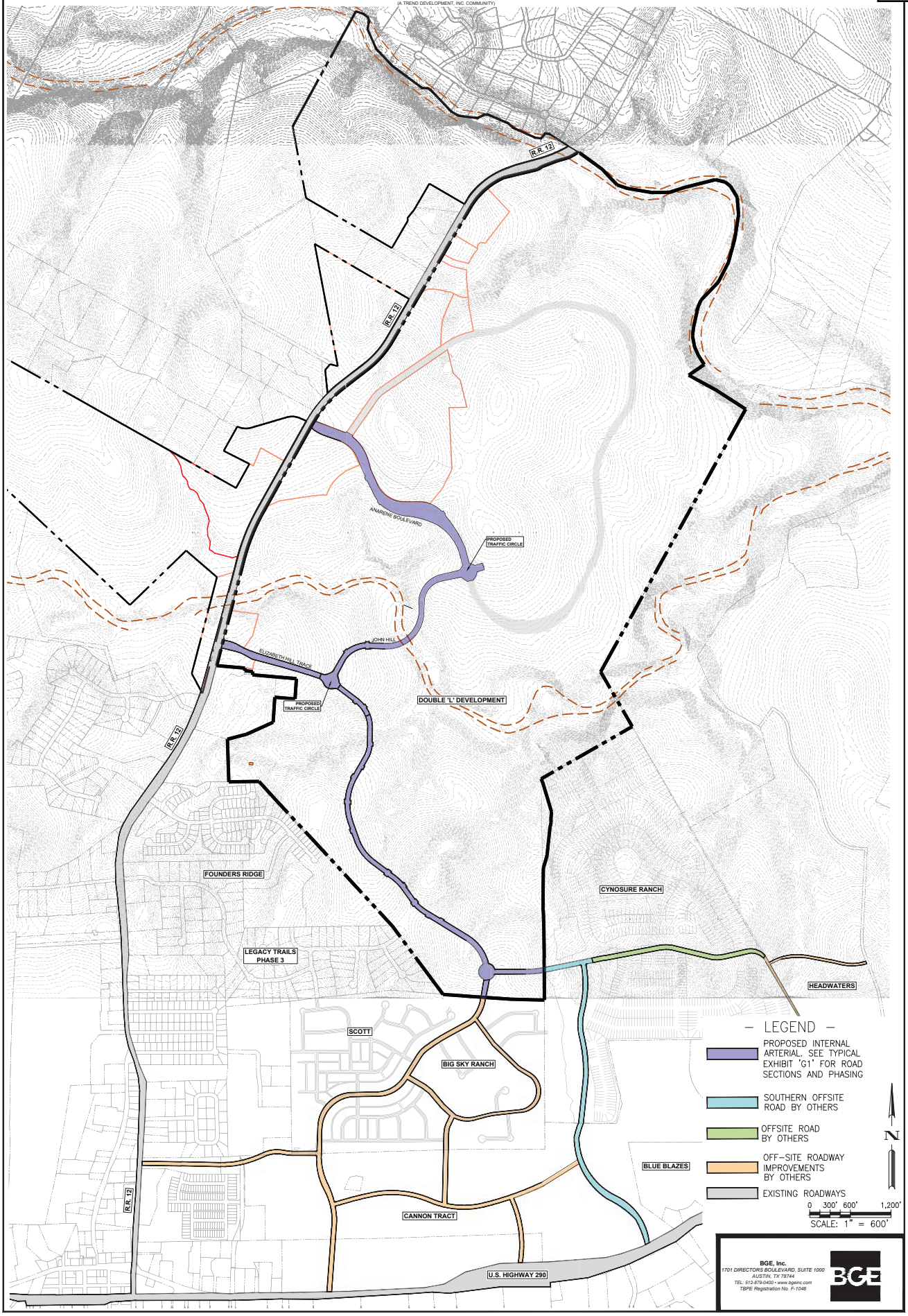
Code Section *(Ordinance)*	**Summary**	**Modification**
28 Exh A 13.2 *(2019-29, adopted 9/10/19)*	Repeat language on block lengths; min/max called as 400'/1,200'	Update to match 28 Exh A 11.21.2
28 Exh A 14.6 *(2019-29, adopted 9/10/19)*	Minimum lot size is 0.75 ac	Minimum lot size is 3,500 SF
28 Exh A 15.2 *(2019-29, adopted 9/10/19)*	The sidewalk must be a minimum of 5' from the back of curb and 1' from the ROW; 5' can only be reduced with City Council approval	Sidewalks shall be a minimum of 5 feet wide, 2 feet from the ROW and a minimum of 3.5 feet from the back of curb.
28 Exh A 16.1 *(2019-29, adopted 9/10/19)*	Minimum Building Setback Lines	Residential lots 45 ft wide or less are allowed for zero lot line development while maintaining a ten-foot side building line setback on the other side.
28 Exh A 18.3.8 *(2019-29, adopted 9/10/19)*	Drainage from one lot may go across another w/o City Engineer approval & an easement	Drainage from a residential lot backing an adjacent residential lot within the subdivision will be allowed to drain to the adjacent lot and on to a street, sewer or ditch for collection in a centralized drainage facility. Drainage leaving the subdivision shall be allowed to leave the site matching the existing character of the flow (sheet flow or concentrated flow) and at the existing rate of flow or less.

EXHIBIT F

Approved Plant List

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

DOUBLE 'L'
ROADWAY CONNECTIVITY PLAN
(A TREND DEVELOPMENT, INC. COMMUNITY)



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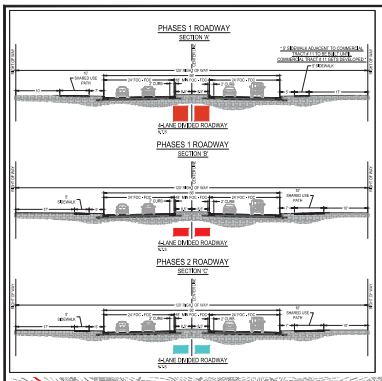
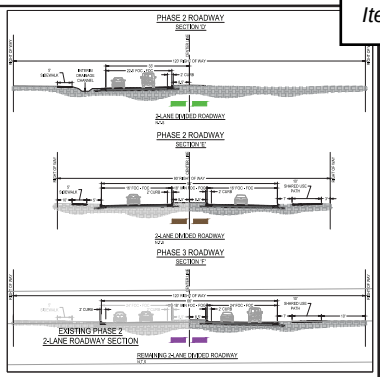
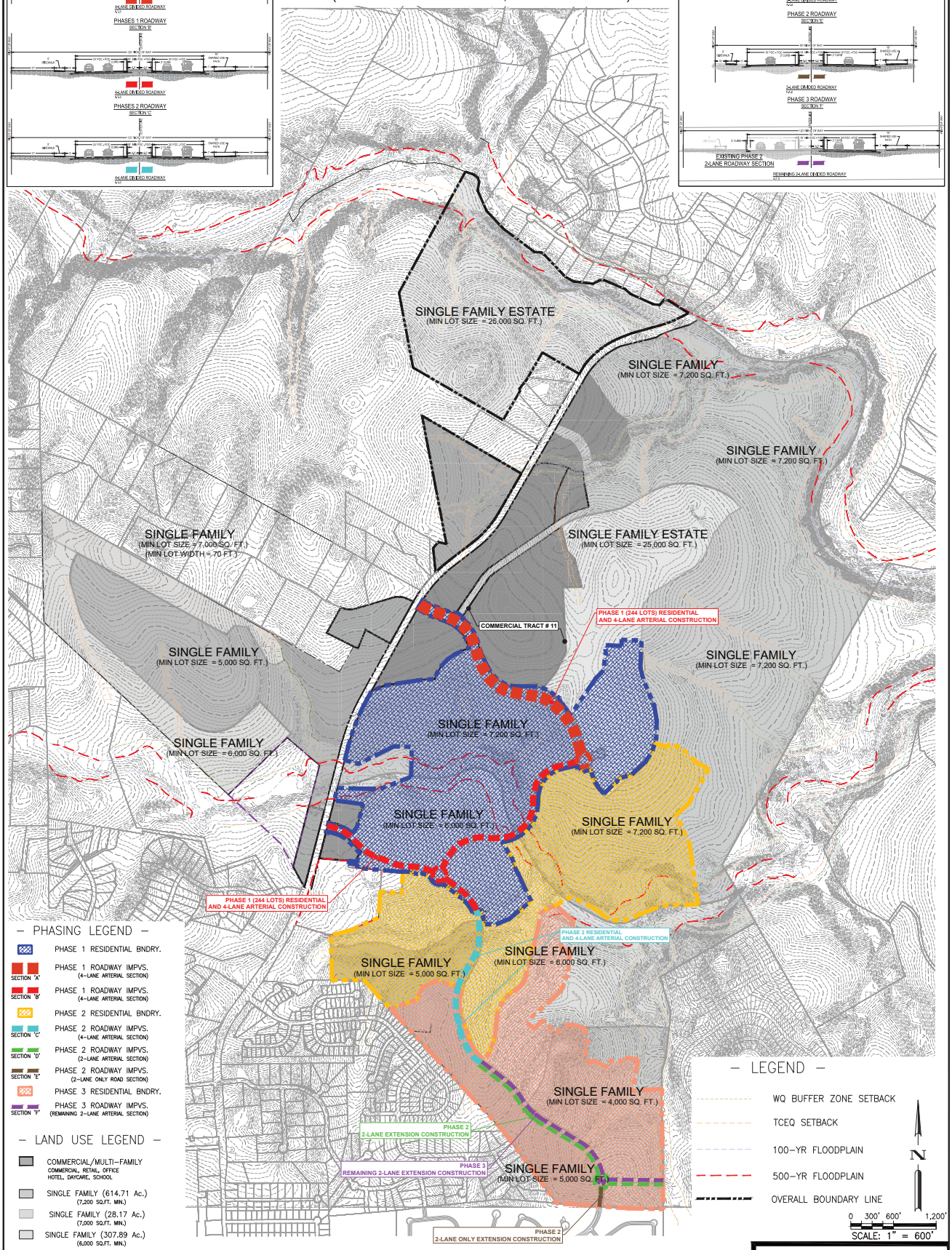
DOUBLE 'L'
ROADWAY CONNECTIVITY PHASING PLAN
(A TREND DEVELOPMENT, INC. COMMUNITY)







– PHASING LEGEND –

- PHASE 1 RESIDENTIAL BNDRY.
- SECTION 'A' — PHASE 1 ROADWAY IMPVS. (4–LANE ARTERIAL SECTION)
- SECTION 'B' — PHASE 1 ROADWAY IMPVS. (4–LANE ARTERIAL SECTION)
- PHASE 2 RESIDENTIAL BNDRY.
- SECTION 'C' — PHASE 2 ROADWAY IMPVS. (4–LANE ARTERIAL SECTION)
- SECTION 'D' — PHASE 2 ROADWAY IMPVS. (2–LANE ARTERIAL SECTION)
- SECTION 'E' — PHASE 2 ROADWAY IMPVS. (2–LANE ONLY ROAD SECTION)
- PHASE 3 RESIDENTIAL BNDRY.
- SECTION 'F' — PHASE 3 ROADWAY IMPVS. (REMAINING 2–LANE ARTERIAL SECTION)

– LAND USE LEGEND –

- COMMERCIAL/MULTI–FAMILY COMMERCIAL, RETAIL, OFFICE HOTEL, DAYCARE, SCHOOL
- SINGLE FAMILY (614.71 Ac.) (7,200 SQ.FT. MIN.)
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Impervious Cover Assumption for Single Family Lots	
Lot size	**Assumed Impervious Cover (sq.ft)**
<10000 sq.ft	4,375
10000 sq.ft - 15000 sq.ft	5,000
15000 sq.ft - 1 ac	6,250
1-3 ac	7,000
>3 ac	8,750

Exhibit I

Maximum Allowed Impervious Cover for Single Family Lots	
Typical Lot Size (Lot Width Measured at Front Setback)	**Maximum Impervious Cover**
35' (35'-39')	65%
40' (40'-44')	65%
45' (45'-49')	65%
50' (50'-59')	65%
60' (60'-69')	65%
70' (70'-79')	65%
80' (80'-89')	60%
90' (90'-104')	55%
105' to less than 1 Acre	55%
1 Acre	40%
1-3 Acres	40%

EXHIBIT J

APPROVED VARIANCES **Vested Ordinances in effect in 2012 to be adopted under this Agreement**	
Volume 2, Article 15, Chapter 20, Subchapter A **Ordinance No. 1230.6**	**Comments**
Section 1. General Procedures	
Section 1.3.2 – The provisions of this Chapter shall apply to the following forms of land subdivision and development activity within the City and its ETJ: (f) The Development of an Apartment Project or Condominium Project.	Keep for managed care facility
Chapter 13 – Landscape Ordinance	
Ordinance No. 6300.10	Adopt entire ordinance

RESIDENTIAL LOT WIDTH & SIZE TABLE	
MINIMUM LOT WIDTH AT FRONT SETBACK	**MINIMUM LOT SIZE (SF)**
35'	3600
40'	4000
45	4500
50	5000
60'	6000
70'	7000
80'	7500
90	8000
105'	10000
1.0-Acre	43560

EXHIBIT L

Tree Planting Requirements

Tree Classification:

Shade Trees (Large Trees) are required to be 3 caliper inches or greater in diameter at time of planting. These trees are larger in size and primarily function to create shade in the landscape.

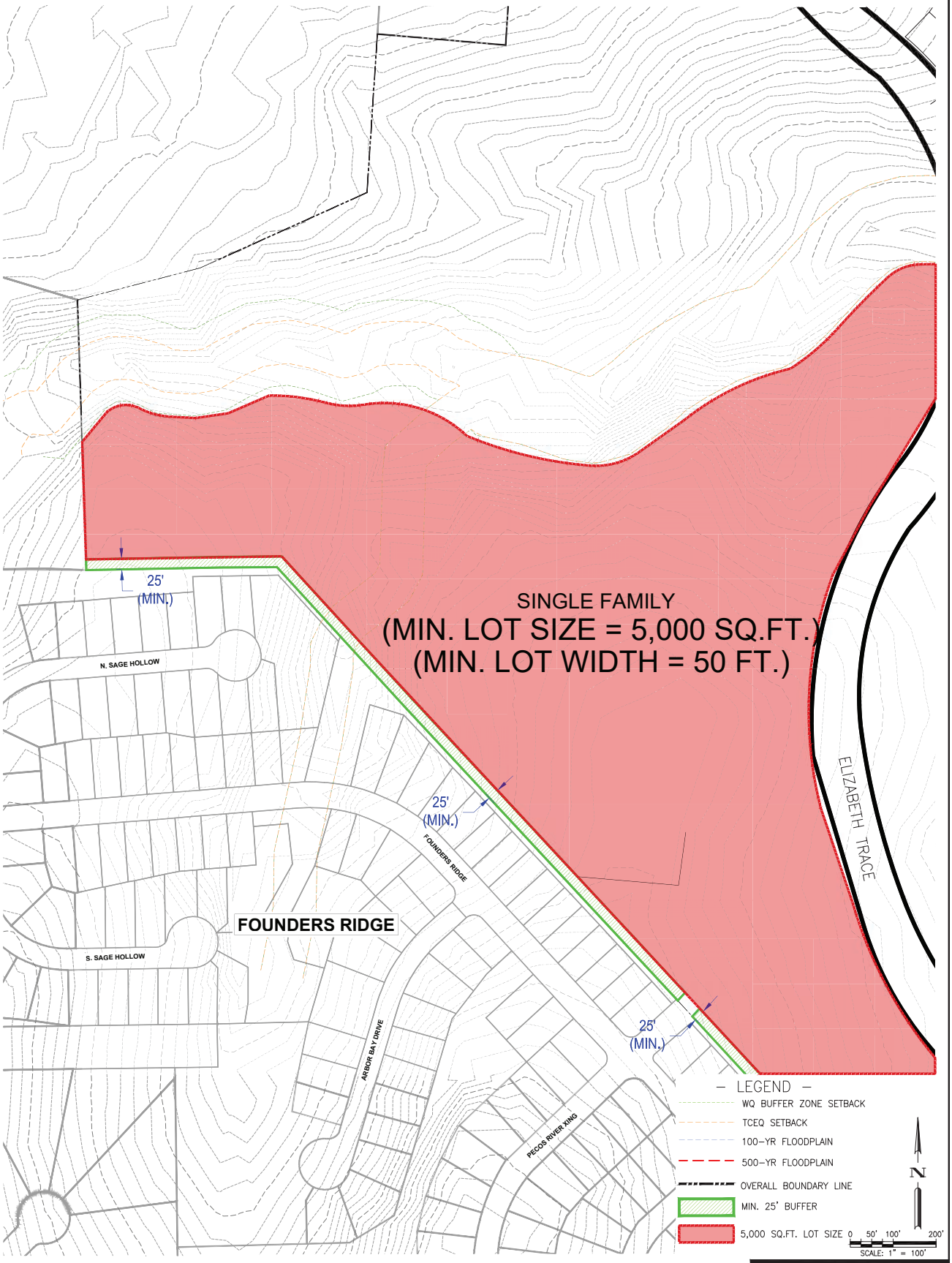
Ornamental Trees (small trees) are required to be 2-3 caliper inches in diameter at time of planting. These trees are smaller, colorful species that add color and accent to a landscape.

Lot Sizes	**Tree Requirements**
35’ & 40’ (35'-44') Lots	A minimum of one (1) shade tree in the front yard. One (1) shade tree in the rear yard if the lot backs up to a public use area.
45’ & 50’ (45'-59') Lots	A minimum of one (1) shade tree in the front yard. One (1) shade tree in the rear yard if the lot backs up to a public use area.
60’ & 70’ (60'-79') Lots	A minimum of two (2) shade trees and one (1) ornamental tree
80’ & 90’ (80'-104') Lots	A minimum of three (3) shade trees and two (2) ornamental trees
105’ (105-less than an Acre) Lots	A minimum of four (4) shade trees and two (2) ornamental trees
Acreage (Acre and above) Lots	A minimum of four (4) shade trees and three (3) ornamental trees

DOUBLE 'L'

SETBACK EXHIBIT (1-of-3)

(A TREND DEVELOPMENT, INC. COMMUNITY)



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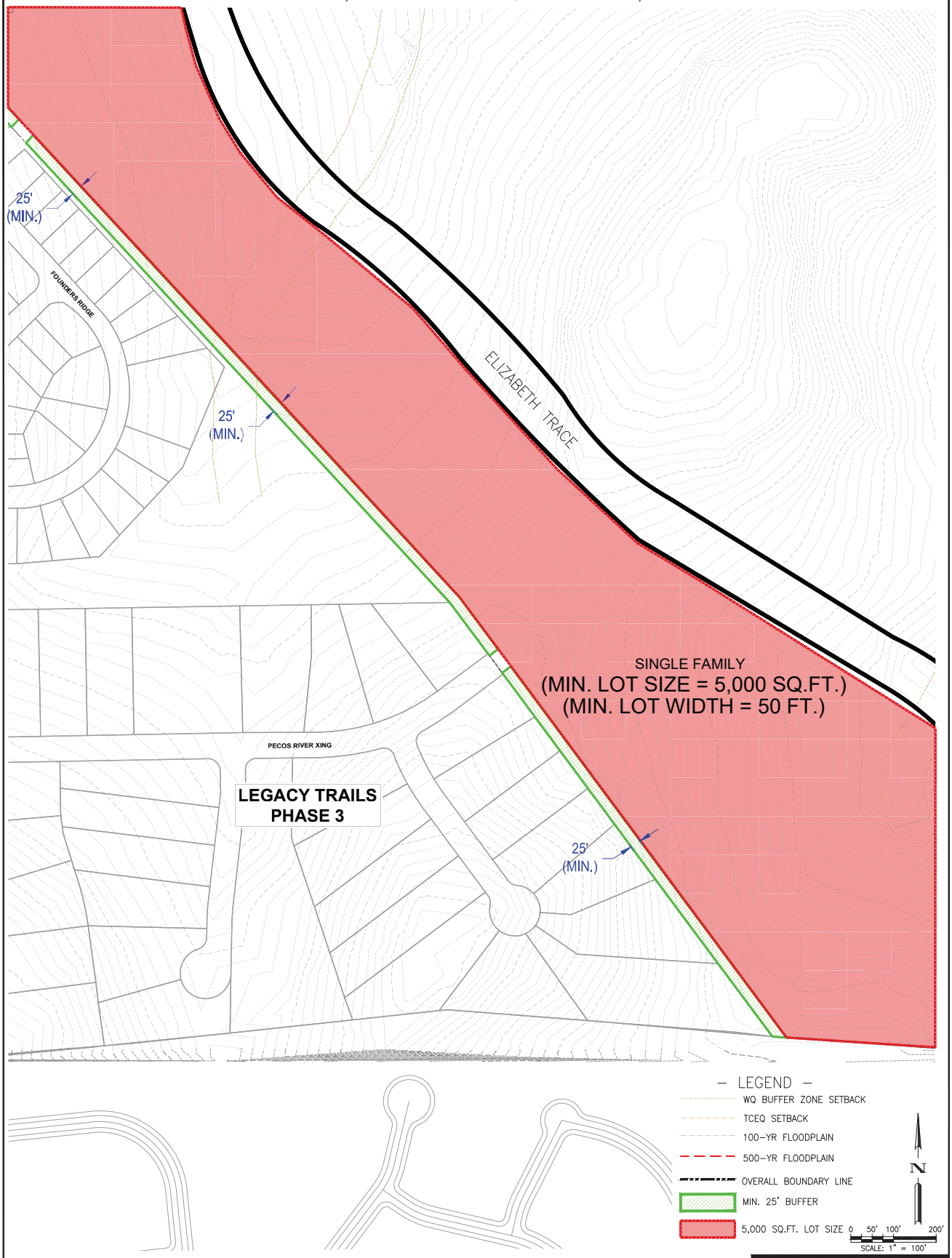
DOUBLE 'L'

SETBACK EXHIBIT (2-of-3)

(A TREND DEVELOPMENT, INC. COMMUNITY)

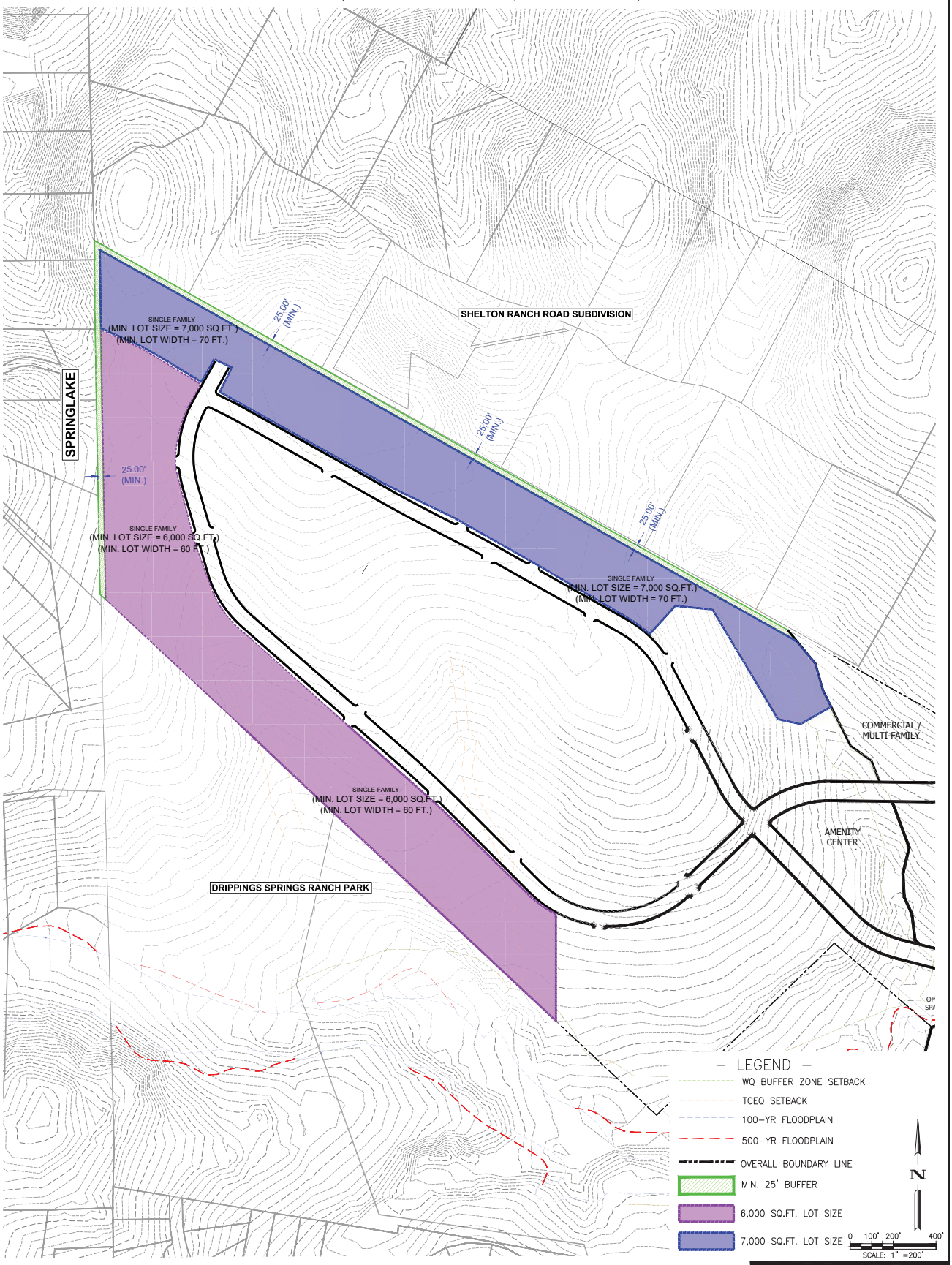


BGE, Inc.
1701 DIRECTORS BOULEVARD, SUITE 1000
AUSTIN, TX 78744
TEL: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

DOUBLE 'L'

SETBACK EXHIBIT (3-of-3)

(A TREND DEVELOPMENT, INC. COMMUNITY)



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TEL: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

LOT MIX AND ALLOWED VARIANCE

LOT TYPE	TOTAL	5% ALLOWED VARIANCE*	HIGH LIMIT	LOWER LIMIT
35'	73	0	73	73
40'	96	0	96	96
45'	110	0	110	110
50'	417	21	438	396
60'	302	15	317	287
70'	315	16	331	299
80'	269	13	282	256
90'	282	14	296	268
105' TO 0.75 Acre	178	9	187	169
0.75 Acre to 1.0 Acre	189	9	198	180
	2231			

***MAXIMUM OVERALL LOT INCREASE CAPPED AT 75 LOTS**

CITY OF DRIPPING SPRINGS

PHYSICAL: 511 Mercer Street • MAILING: PO Box 384

Dripping Springs, TX 78620

• 512.858.4725 • www.cityofdrippingsprings.com

DEVELOPMENT AGREEMENT APPLICATION

Case Number (staff use only): _____-____

TYPE OF APPLICATION *(check all that apply)*

☐ Development Agreement ☒ Amended Development Agreement

CONTACT INFORMATION

APPLICANT NAME Pablo Martinez

COMPANY BGE, Inc.

STREET ADDRESS 1701 Directors Blvd. Ste 1000

CITY Austin STATE TX ZIP CODE 78744

PHONE 512-879-0428 EMAIL pmartinez@bgeinc.com

OWNER NAME Double L Development, LLC

STREET ADDRESS 1600 West Loop South, Suite 2600

CITY Houston STATE Texas ZIP CODE 77027

PHONE 713-623-2466 EMAIL dcannon@trenddevelopment.com

PROPERTY INFORMATION

PROPERTY ADDRESS			
CURRENT LEGAL DESCRIPTION	refer to attachment		
TAX ID#	refer to attachment		
CURRENT LAND ACREAGE	1,675.094		
SCHOOL DISTRICT	Dripping Springs ISD		
ESD DISTRICT(S)	ESD No 6		
EXISTING ROAD FRONTAGE	☐	PRIVATE	NAME:
	☐	STATE	NAME: Ranch Road 12
	☐	CITY/COUNTY (PUBLIC)	NAME:
DEVELOPMENT AGREEMENT?	☑	YES	NAME *(PLEASE ATTACH WITH APPLICATION)*: Amended & Restated Development Agreement for Anarene Investments Tract
	☐	NO	

APPLICANT'S SIGNATURE

*Note: An additional signature is required on page 7 of the application verifying completeness. Applications should be submitted **only** when all required information is included in the submittal.*

The above information is true to the best of my knowledge. I attest that the real property described is owned by me and all others as signed below. If the below signed applicant is not the owner of said property, the signature of the property owner must be included below, or consent must be attached (If a corporation, please list title, and name of corporation.)

PABLO H MARTINEZ

Applicant Name

4/20/2020

Applicant Signature **Date**

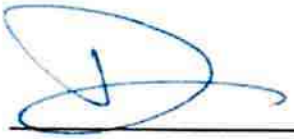
4-20-2020

Notary **Date**

Notary Stamp Here

DOUBLE L DEVELOPMENT, LLC

Property Owner Name



April 17, 2020

Property Owner Signature **Date**

DAVID A. CANNON – MEMBER

DEVELOPMENT AGREEMENT APPLICATION SUBMITTAL

All required items and information (including all applicable below 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 all requirements for a complete submittal:*

Applicant Signature _____ Date 11/6/2020

CHECKLIST

Title II Building and Development Regulations, Chapter 22 General Regulations, Article 22.02 Development Agreements

STAFF	APPLICANT	
	✓	**Completed Application Form** - including all required notarized signatures
	✓	Digital Copies/PDF of **all** submitted items - please provide a coversheet outlining what digital contents are included on the CD/USB drive.
	✓	**Billing Contact Form**
	✓	Tax Certificates- verifying that property taxes are current
	✓	**Original Development Agreement & Subsequent Amendments** *(If applicable)*
	✓	Outdoor Lighting Ordinance Compliance Agreement
	✓	**Location map of subject property**
	✓	Conceptual Land Use Plan *(If applicable)*
	✓	**GIS digital data (To Hays County Regulations)**
	✓	Copy of Subdivision Plat or Metes & Bounds
	✓	**Application Fee** (*refer to Fee Schedule*) $ TBD
	✓	$25 Public Notice Sign Fee

Received on/by:

Project Number: _____-_____
Only filled out by staff

Date, initials

BILLING CONTACT FORM

Project Name: Double L Ranch

Project Address: RR12 1.5 mi N of US Hyw 290

Project Applicant Name: Pablo Martinez

Billing Contact Information

Name: BGE, Inc

Mailing Address: 1701 Directors Blvd. Ste 1000
Austin, TX 78744

Email: pmartinez@bgeinc.com Phone Number: 512-879-0428

Type of Project/Application (check all that apply):

- ☐ Alternative Standard
- ☐ Certificate of Appropriateness
- ☑ Conditional Use Permit
- ☑ Development Agreement
- ☑ Exterior Design
- ☑ Landscape Plan
- ☑ Lighting Plan
- ☑ Site Development Permit
- ☐ Special Exception
- ☐ Street Closure Permit
- ☑ Subdivision
- ☐ Waiver
- ☑ Wastewater Service
- ☑ Variance
- ☑ Zoning
- ☑ Other_____

Applicants are required to pay all associated costs associated with a project's application for a permit, plan, certificate, special exception, waiver, variance, alternative standard, or agreement, regardless of City approval. Associated costs may include, but are not limited to, public notices and outside professional services provided to the City by engineers, attorneys, surveyors, inspectors, landscape consultants, lighting consultants, architects, historic preservation consultants, and others, as required. Associated costs will be billed at cost plus 20% to cover the City's additional administrative costs. ***Please see the online Master Fee Schedule for more details.*** *By signing below, I am acknowledging that the above listed party is financially accountable for the payment and responsibility of these fees.*

Signature of Applicant

11/5/2020
Date

	Double L Ranch
Ref ID	Legal Descriptions
R111888	A0044 EDWARD W BROWN SURVEY, ACRES 29.78
R115658	A0148 ANTHONY G DAVY SURVEY, ACRES 2.304
R13748	ABS 148 A G DAVEY SURVEY 11.00 AC GEO#90400458
R13749	ABS 148 A G DAVEY SURVEY 11.05 AC GEO#90400459
R13750	ABS 148 A G DAVEY SURVEY 11.02 AC GEO#90400461
R13786	A0149 JOAN/JEAN DARRIGAND SURVEY, ACRES 29.825
R144768	A0148 ANTHONY G DAVY SURVEY, ACRES 2.3
R16105	ABS 289 GEO W LINDSEY SURVEY 200.552 AC GEO#90400862
R16143	AB 0289 GEO W LINDSEY 17.80 AC GEO#90400892
R168172	A0044 - Edward W Brown & A0394 M D Raper Surveys, Tr 1, ACRES 223.556
R168174	A0044 A0044 - Edward W Brown Survey, ACRES 17.12
R168175	A0044 A0044 - Edward W Brown Survey, ACRES 10.04
R168176	A0044 A0044 - Edward W Brown Survey, ACRES 3.08
R168177	A0044 A0044 - Edward W Brown Survey, ACRES 5.95
R168178	A0394 A0394 - M D Raper Survey, ACRES 10.103, DIRECTOR'S LOT
R168868	A0044 A0044 - Edward W Brown Survey, ACRES 37.593
R17601	A0394 M D RAPER & A0148 ANTHONY DAVY & EDWARD W BROWN SURVEYS, ACRES 736.81
R17607	A0394 M D RAPER SURVEY, ACRES 1.31
R17825	ABS 415 & 44 PHILLIP A SMITH & E BROWN 206.2 AC
R90096	A0044 EDWARD W BROWN, ACRES 2.07, EXEMPT 12-29-98
R137951	A0289 GEORGE W LINDSAY SURVEY, ACRES 25.7398, *EXEMPT % 09-06-11*

CITY OF DRIPPING SPRINGS

ORDINANCE No. 6300.10

LANDSCAPING

AN ORDINANCE ENACTING VOLUME 2, ARTICLE 15, CHAPTER 13 OF THE DRIPPING SPRINGS CODE OF ORDINANCES; ESTABLISHING REGULATIONS FOR LANDSCAPING; PROVIDING FOR THE FOLLOWING: RULES; STANDARDS; PROCEDURES; CRIMINAL PENALTIES NOT TO EXCEED $2,000 OR CIVIL PENALTIES OF UP TO $500 PER VIOLATION; AND SEVERABILITY

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to improve the community through long-term environmental care and stewardship; and

WHEREAS, the City Council seeks to protect the Trinity and Edwards Aquifer recharge zone, the Balcones Escarpment, and the Onion Creek, Bear Creek, and Barton Creek Watersheds; and

WHEREAS, the City Council seeks to attract and improve the City's business climate and attract residents and retain business by ensuring the City's atmosphere includes attractive landscaping and the comfort of native shade trees; and

WHEREAS, the City Council finds that to protect, preserve, and promote nature in the city in turn protects the public health, safety, and welfare of the community's residents; and

WHEREAS, the City is undergoing substantial growth and construction, and the City Council seeks to ensure revegetation following common construction activities; and

WHEREAS, the City Council has determined that trees are vital to community health, human health, water conservation, and the economy; and

WHEREAS, the City Council has determined that landscaping preserves erosive slopes, reduces surface water runoff, provides for native habitats, and provides privacy, noise reduction, and a reduction in headlight glare, thus ensuring and sustaining a healthy environment; and

WHEREAS, nationally municipalities are embracing landscaping ordinances that protect the health, safety, and welfare of the community in an environmentally, historically, geographically, and aesthetically sensitive manner; and

WHEREAS, responsible regulation of landscaping is integral to the City's Water Quality Protection Program; 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 Section 217.002 of the Texas Local Government Code, as a Type-A General Law municipality, the City has the authority to adopt ordinances that define, declare, abate, and remove nuisances; and

WHEREAS, pursuant to Texas Local Government Code Chapter 211, the City has general authority to regulate zoning; pursuant to Texas Local Government Code Chapter 214 the City has the authority to adopt ordinances that regulate housing; and pursuant to Texas Water Code Section 26.177, a city may establish a water pollution control and abatement program; and

WHEREAS, the landscaping and tree preservation standards established by this Ordinance are consistent with the City Council's comprehensive effort to preserve the cultural, historical, ecological, and geological treasures of the City and enhance economic development; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace, or order of the City of Dripping Springs to adopt this Ordinance regulating landscaping.

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

Volume 2, Article 15, Chapter 13 of the City of Dripping Springs Code of Ordinances is hereby approved and enacted, and shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

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 as provided for by law.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED & APPROVED this, the 12th day of February 2008, by a vote of 5 (*ayes*) to 0 (*nays*) to 0 (*abstentions*) of the City Council of Dripping Springs, Texas.

CITY OF DRIPPING SPRINGS:

by: _____
Mayor Todd Purcell

ATTEST:

_____
Jo Ann Touchstone, City Secretary

APPROVED AS TO FORM:
Alan J. Bojorquez, City Attorney

Attachment "A"

City of Dripping Springs

CODE OF ORDINANCES

VOLUME: 2

ARTICLE 15

CHAPTER 13

SECTION 1. ENACTMENT PROVISIONS

1.1. Popular Name

This Chapter shall be commonly cited as the "Landscape Ordinance".

1.2. Purpose

The purpose of this Chapter is to provide for the preservation of native trees, prevent the clear-cutting of land, and provide for minimum landscaping and screening requirements, in recognition that trees, landscaping, screening, and buffering protect the health and welfare of the community, while addressing the water conservation and drainage issues particular to the Hill Country region. The purpose of this Chapter is also to enhance the community's ecological, environmental, and aesthetic qualities.

1.2.1 Health, Welfare, & General Well-Being

Preserving and improving the natural environment, and maintaining a working ecological balance are of increasing concern to the City. The fact that the proper use of landscape elements can contribute to the processes of air purification, oxygen regeneration, water absorption, water purification, and noise, glare, and heat abatement as well as the preservation of the community's aesthetic qualities indicates that the use of landscape elements is of benefit to the health, welfare, and general well being of the community and, therefore, it is proper that the appropriate use of such elements be required.

1.2.2 Water Conservation & Drainage

The City experiences frequent droughts and is characterized by thin soiled rock formations; therefore, it is the purpose of this Chapter to encourage the use of drought resistant vegetation and landscaping that minimizes runoff and erosion.

1.3. Scope

This Chapter applies to all **commercial** property within the incorporated municipal boundaries (i.e., "city limits") for which Site Plan approval by the City is required under the City's Code of Ordinances. This Chapter applies to actions taken after the date of enactment.

SECTION 2. DEFINITIONS

2.1. Interpretation

Words and phrases used in this Chapter shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the Code of Ordinances, shall be given the meanings set forth in the Code. Words and phrases not defined in the Code of Ordinance shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the

singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

2.2. Terminology

City: The City of Dripping Springs, an incorporated municipality located in Hays County, Texas.

City Administrator: The chief administrative officer of the City of Dripping Springs, Texas. The term shall also include the Deputy City Administrator.

City of Austin Environmental Criteria Manual: The document promulgated by the City of Austin, which is commonly used throughout the region and is widely regarded as the standard in the development community, as may be amended.

City of Austin Grow Green Guide: The document promulgated in part by the City of Austin, entitled *Native and Adapted Landscape Plants: An Earthwise Guide for Central Texas*, as may be amended.

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

City Permit: A city license, certificate, approval, registration, consent, permit, or other form of authorization required by a City ordinance, regulation, or rule in order to develop, construct, and operate the improvements on the Property.

Code: The Code of Ordinances enacted by the City of Dripping Springs, as may be amended from time to time.

DBH (diameter at breast height): The tree trunk diameter of an existing tree measured in inches at a height of 4.5 feet above the ground. If a tree splits into multiple trunks below 4.5 feet, the trunk is measured at its most narrow point beneath the split.

Designated Tree: Any of the following:

(a) A hardwood tree having a trunk of eight (8) inches in caliper or greater measured at DBH;

(b) A multi-trunked hardwood tree having a total trunk DBH of thirty (30) inches or more (not counting trunks less than eight (8) inches in diameter); or

(c) A cluster of hardwood trees within a ten (10) foot radius circle having a total trunk DBH of forty (40) inches or more (not counting trunks less than eight (8) inches in diameter).

Impervious Cover: Buildings, parking areas, roads, and other impermeable man-made improvements covering the natural land surface that prevents infiltration. For further

clarification on what is considered impervious cover, refer to the City's Water Quality Protection Ordinance.

Landscape Architect: One whose profession is the decorative and functional alteration and planting of grounds, especially at or around a building site

Landscaping: Consists of introduced vegetation, as well as related improvements to a lot including, but not limited to, forming and berming, irrigation systems, landscape subsurface drainage systems, site furnishings, and nonstructural retaining walls.

Natural Area: An area where the naturally grown landscaping is left primarily undisturbed, except for the removal of poison ivy, greenbriar, and similar vegetation, oak wilt removal and/or prevention measures, and allowing for maintenance of the trees to maintain vigorous growth.

Owner: A person with legal control over property in question.

Person: A human individual, corporation, agency, unincorporated association, partnership, or sole proprietorship, or other legal entity.

TCEQ: The Texas Commission on Environmental Quality, or its successor agency.

SECTION 3. ADMINISTRATION

3.1 Application

This Chapter applies to all new **commercial** development requiring Site Plan approval subject to zoning requirements. All properties going through re-development through extension, reconstruction, resurfacing, or structural alteration must come into compliance. Site plan approval shall be conditioned on compliance with this Chapter.

3.2. Landscaping Fund

A fund is hereby created in which any cash-in-lieu paid to the City pursuant to the mandates of this Chapter shall be deposited. The fund may be drawn upon by the City to implement landscaping improvements on City land and City controlled right-of-ways.

3.3. Prohibition

No person shall damage or remove trees in violation of this Chapter.

SECTION 4. LANDSCAPING

4.1. Landscape Requirements

4.1.1. Landscape Buffer Planting Requirements:

(a) All plant material shall be of native or adapted species.
(b) All new proposed shade trees shall be a minimum of 4 inches in diameter.
(c) All proposed ornamental trees shall be a minimum of 2 inches in diameter.
(d) All large shrubs shall be a minimum of 5 gallon container size and small shrubs/groundcovers a minimum of 1 gallon container size.

4.1.2. Landscape Buffer Spacing Requirements:

The following landscape buffer spacing requirements shall apply to all designated landscape buffers.

(a) Shade Trees (such as Live Oak or Cedar Elm):
one per 50' of buffer frontage
(b) Ornamental Trees (such as Crape Myrtle or Desert Willow):
one per 25' of buffer frontage
(c) Large Shrubs, five-gallon (such as Wax Myrtle, DW Yaupon, or Agarita):
one per 6' of buffer frontage
(d) Small Shrubs/Groundcovers, one-gallon (such as Lantana or Liriope):
one per 3' of buffer frontage

All plants shall comply with the City of Austin "Grow Green" recommended plant guide (www.ci.austin.tx.us/growgreen). Invasive plants in this guide are specifically prohibited.

4.2. Landscape Plan & Tree Survey Submittal

A landscape plan and tree survey shall be submitted to the City with the proposed Site Plan. The landscape plan shall comply with the Landscape Requirements. The landscape plan shall be signed and sealed by a Landscape Architect licensed by the State of Texas. The existing tree survey should be signed and sealed by a Surveyor licensed by the State of Texas.

4.3. Parking Area Landscaping Requirements

4.3.1. Parking lots and all vehicular parking and maneuvering areas, excluding driveways behind buildings, shall contain areas constructed, planted, and maintained as landscaped islands, peninsulas, or medians.
4.3.2. The minimum total area in landscaped islands, peninsulas, or medians in the parking lots in front of buildings shall be ninety (90) square feet for each twelve (12) parking spaces.

4.3.3. No parking space shall be located further than fifty (50) feet from a landscaped island, peninsula, median, or tree. They shall be located evenly through the parking areas, however the location of landscaped islands, peninsulas, and medians may be adjusted to accommodate existing trees or other natural features.

4.3.4. Landscape terminal islands (end islands) shall be located at the end of all parking modules in a configuration to allow for turning radii of intersecting aisles to protect parked vehicles, provide for visibility, confine moving traffic to aisles and driveways, and provide space for landscaping.

4.4. Dumpster Screening

4.4.1. For outdoor condensers, utility huts, and other building service equipment (other than a roof top), such equipment shall be reasonably screened from view on all sides using a masonry wall and vegetative screen using at least two (2) varieties of plant material from the "Grow Green" plant guide, that, at maturity, are at least the height of the equipment to be screened.

4.4.2. All refuse and/or recycling containers shall be reasonably screened with landscaping from public view and the view of adjoining properties.

4.5. Landscape Maintenance Requirements

4.5.1. The owner shall be responsible for:

(a) Regular maintenance of all required landscaped areas and plant materials in a vigorous and healthy condition, free from diseases, pests, weeds, and litter. This maintenance shall include weeding, watering, fertilization, pruning, mowing, edging, mulching, or other necessary maintenance in accordance with generally accepted horticultural practice;

(b) The repair or replacement of required landscape structures (walls, fences, etc.) to a structurally sound condition;

(c) The regular maintenance, repair, or replacement, where necessary, of any screening or buffering;

(d) Replacing planted trees if they die or become diseased beyond repair within five (5) years after planting; and

(e) Repairing damage to landscaped areas, structures, screening, buffering, or trees as a result of ingress or egress from site easements by authorized or unauthorized parties.

4.6. Integrated Pest Management

An integrated pest management plan (IPM) shall be submitted with the Site Plan. The IPM shall include the fertilizer ratios, brands, and types of fertilization application methods to be used. Fertilizers must be phosphate-free.

4.7. Tree Preservation Requirements

4.7.1. A grading and tree survey shall be submitted with the Site Plan.

4.7.2. The tree survey shall include all existing, live, healthy trees with an eight (8) inch DBH in diameter and larger. The survey shall indicate the size (DBH) and species of tree. Trees observed to be distressed will be indicated with an asterisk on the tree list. Trees shall be represented by circles using the formula of one (1) foot of radius for every one inch of trunk diameter. Unbroken circles indicate trees that are to remain. Dashed circles indicate trees that are to be removed (including trees identified to be distressed).

4.7.3. Healthy, designated Class I and II trees (as defined by the City of Austin Environmental Criteria Manual) that require removal to accommodate the development shall be replaced at a ratio of 1:1 or cash-in-lieu may be paid to the City, the amount equal to the cost of nursery stock required to replace the caliper amounts lost and the cost of installation on a per unit basis, not to exceed one hundred dollars ($100.00) per caliper inch or six thousand dollars (**$6,000.00) per acre** (prorated for sites of more or less than one acre) for the entire site. Trees identified as distressed shall not be included in Tree Preservation Requirements evaluation.

4.7.4. Pre- and post-construction fertilization is required for existing trees that will be or have been disturbed by construction activities, including disturbance of the critical root zone. Fertilizers must be phosphate-free.

4.7.5. The planting, preserving, and maintaining of trees which are contagiously diseased trees or the storage of cut oak unless first determined by a certified arborist to be devoid of oak wilt or properly treated, shall be deemed a public nuisance and are prohibited.

4.7.6. During construction, take measures to protect trees, including fencing, shielding, and/or signage, as necessary.

4.8. Irrigation Requirements

4.8.1. An irrigation plan is required as part of the Site Plan and will be prepared by a licensed irrigator (i.e., licensed landscape architect or engineer). The plan should include rain/freeze sensors on all controllers. The irrigation plan should provide drip irrigation in shrub beds where appropriate and bubblers on all trees.

4.8.2. Turf grass plantings may be Buffalo, Zoysia, or Bermuda. St. Augustine is expressly prohibited.

4.8.3. Landscaped areas must be mulched to reduce evaporation and preserve water.

SECTION 5. PROHIBITION

It shall be unlawful for any person to violate this Chapter.

SECTION 6. ENFORCEMENT

6.1. Compliance

Violators of this Chapter will be required to come into compliance within sixty (60) days, unless a variance of has been approved by the City. Compliance with this Chapter may be grounds for withholding of other related, pending permits for the project by the City.

6.2. Civil & Criminal Penalties

The City shall have the power to administer and enforce the provisions of this Chapter as may be required by governing law. Any person violating any provision of this Chapter is subject to stop work order, suit for injunctive relief, and/or prosecution for criminal violations. Any violation of this Chapter is hereby declared to be a nuisance. Any violation of this Chapter may serve as grounds to withhold or delay issuance of other permits and revocation of a Certificate of Occupancy.

6.3 Criminal Prosecution

Any person violating any provision of this Chapter shall, upon conviction, be fined a sum not exceeding two thousand dollars ($2,000.00) to be deposited in the Landscaping Fund. Each day that a provision of this Chapter is violated shall constitute a separate offense. An offense under this Chapter is a misdemeanor.

6.4 Civil Remedies

Nothing in this Chapter shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this Chapter and to seek remedies as allowed by law, including, but not limited to the following:

6.4.1 Injunctive relief to prevent specific conduct that violates the Chapter or to require specific conduct that is necessary for compliance with the Chapter; and

6.4.2 A civil penalty up to five hundred dollars ($500.00) a day to be deposited in the Landscaping Fund, when it is shown that the defendant was actually notified of the provisions of the Chapter and after receiving notice committed acts in violation of the Chapter or failed to take action necessary for compliance with the Chapter; and other available relief.

6.4.3. Stop Work Order. In the event work is not being performed in accordance with this Chapter, the City shall issue a stop work order and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop work order is in effect.

----------AFFIDAVIT OF PUBLICATION----------

THE STATE OF TEXAS

COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared Dale Roberson, publisher of THE NEWS DISPATCH, who being by me duly sworn, upon oath deposes and says:

That the attached LEGAL NOTICE was published in THE NEWS DISPATCH, a newspaper published in the English language, published in Dripping Springs, Texas, and having a general circulation within the CITY OF DRIPPING SPRINGS & the CITY OF WIMBERLEY, Texas, and the COUNTY OF HAYS, TEXAS, in the following issues: Feb. 21, 2008 - Ord. # 6300.1

and that the attached newspaper clipping is a true and correct copy of said published notice.

Dale Roberson

Dale Roberson

SWORN TO AND SUBSCRIBED BEFORE ME this 22 day of Feb 2008

Wandean Turner

Notary Public

NOTARY PUBLIC STATE OF TEXAS
WANDEAN TURNER
NOTARY PUBLIC
State of Texas
Comm. Exp. 03-23-2009

LEGAL NOTICES

PUBLIC NOTICE

The City of Dripping Springs City Council Passed and Approved Landscaping Ordinance No. 6300.1 on February 12, 2008: An Ordinance Enacting Volume 2, Article 15, Chapter 13 of the Dripping Springs Code of Ordinances; Establishing Regulations for Landscaping and Tree Preservation; Providing for the Following: Rules; Standards; Procedures; Criminal Penalties not to Exceed $2,000 or Civil Penalties of up to $500 per Violation; and, Severability. Any person violating any provision of this Ordinance shall, upon conviction, be fined a sum not exceeding two thousand dollars ($2000.00). Each day that a provision of this Ordinance is violated shall constitute a separate offense. An offense under this Ordinance is a misdemeanor.

2/21-1t

LUCK | DESIGN TEAM

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

Date: 06.04.21
Project: Anarene/Double L
City of Dripping Springs
Parkland Dedication Plan

MEMORANDUM

To: Laura Mueller, City Attorney
Amanda Padilla, City Senior Planner

This memo serves as follow-up correspondence to the May review by LUCK Design Team, LLC of the Anarene/Double L Parkland Dedication Plan. Please reference Parkland Dedication Plan Narrative and site plans.

*** *** ***

After review we have the following observations and recommendations:

1. As part of the original Developer Agreement (DA), 1,710 residential DU's were proposed. The new DA has 3,393 total proposed DUs for the proposed development; 2,886 of these are residential. The difference in residential DUs between the original DA and the new DA under consideration is an additional 1,176 DUs. Because the original DA was submitted prior to the new ordinance, it is our understanding that they the original 1,710 residential DU's are not subject to the parkland development fee. However, the additional 1,176 DUs as part of the revision are subject to negotiation/discussion.

2. The amount of parkland required per the new parkland dedication ordinance (1 acre/23 DUs is 147.52 acres. The amount of parkland required per the old parkland dedication ordinance (1 acre/25 LUEs is 135.72 acres. The application is showing parkland dedication of 472.32 acres, exceeding 23 DU ordinance requirements by 324.80 acres.

For reference purposes:

- 25.0 acres of land adjacent to DSRP were originally given to the City of Dripping Springs as part of the original developer agreement;
- the amount of parkland within the TCEQ setback is 185.22 acres (39.21%);
- the amount of parkland within the floodplain is 52.82 acres (11.18%);
- the amount of parkland outside the TCEQ setback and outside the floodplain is 208.58 acres (44.16%).

3. Developer has provided flexibility with connection to Rathgeber Natural Resource Park. Design of this area will be fine-tuned at the time of platting and as the program and entrance requirements at Rathgeber are finalized.

4. Much of the dedicated parkland is open space that is located in either the Water Quality Buffer Zone or the TCEQ set back. The development restrictions and parameters of these two designations are listed below:

a. Water Quality buffer zone: – trail improvements only;

b. TCEQ setbacks allowed and prohibited activities: The types of activities that are allowed within a buffer zone are very limited. These restrictions protect the quality of water entering karst features and the environmental integrity of the buffer zones. Public access may be allowed o

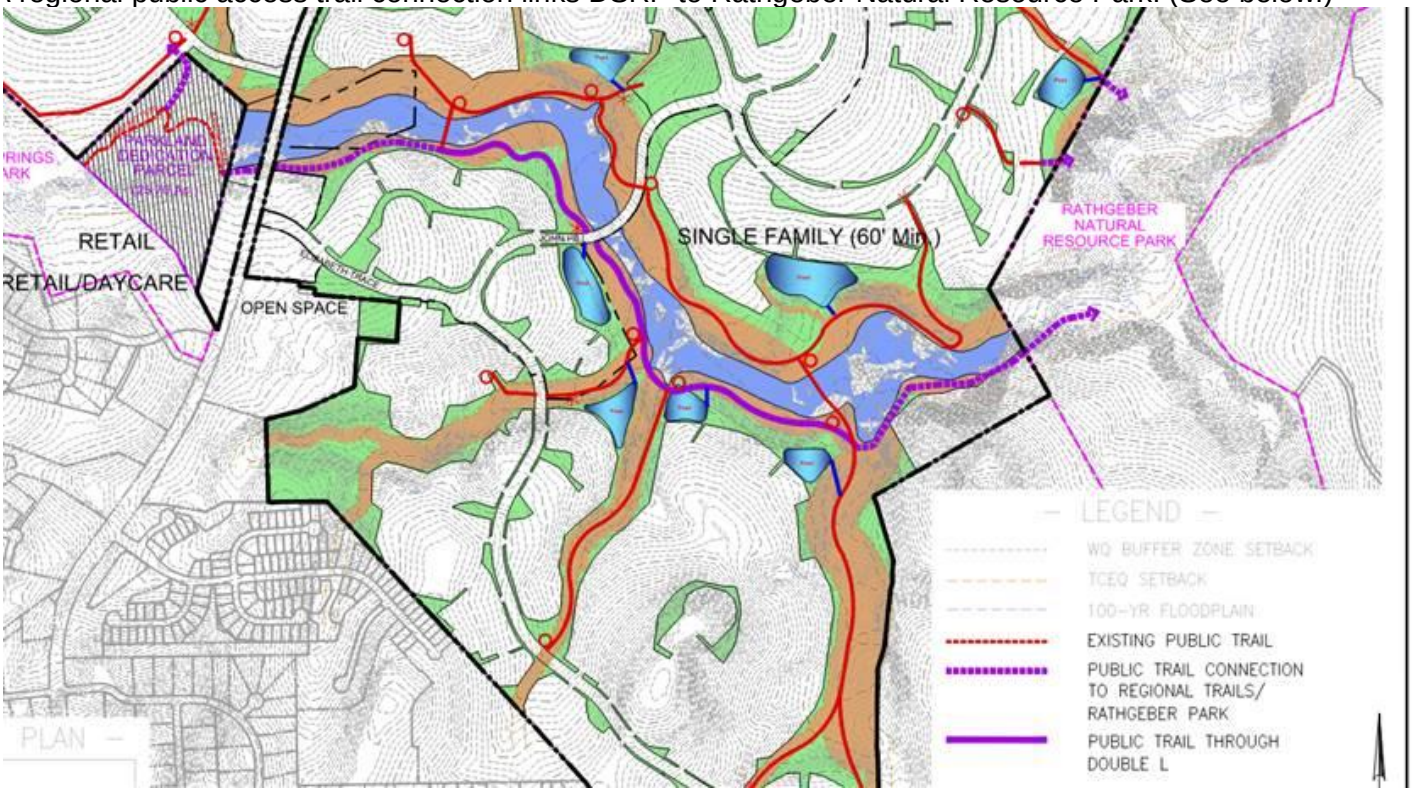
defined, low impact hike and bike trails within the buffer zones. Access roads may be pr for emergency vehicles or for buffer/habitat maintenance. Trails and access roads should be carefully placed to avoid erosion, and to avoid directing sediment and potential contaminants in storm water runoff from the trails and access road areas into the feature. All entrances to the buffer area must have clearly legible signs alerting people to the presence of the buffer zone and any restricted activities.

To maintain water quality, the following activities are prohibited within the buffer zone boundaries.

- General use of any fertilizers, herbicides, or pesticides is prohibited. If fire ant infestation becomes acute, consult with USFWS for products approved for use and methods of us-age.
- An acute infestation is defined as: (1) fire ant densities greater than 40 mounds per
- acre or (2) more than 40 mounds within 344 ft of the entrance to any karst feature habitat. Construction of new general use roads, utilities, or other development including water,
- storm water, or wastewater lines, treatment ponds, structures or other facilities is prohibited.
- Storage, maintenance, or use of motorized vehicles is prohibited. The only motorized vehicles
- that can be used in the buffer zone area must be used for emergencies or to
- facilitate the operation, monitoring, or maintenance of buffer zone area.

5. All of the parks in the proposed development are designated as private except for the east –west public trail and open area around that public trail and the 25-acres of land adjacent to DSRP. The new ordinance states a 25% maximum for private parks to meet the parkland dedication requirements. However, this development was originally vested under the old ordinance so this new stipulation does not apply.

6. A regional public access trail connection links DSRP to Rathgeber Natural Resource Park. (See below.)



As currently proposed, the solid purple "Trail" will double as a maintenance road and would be developed/constructed by the Developer. Per the developer, the dashed purple public trail (on the west end connecting to DSRP and on the east end potentially connecting to Rathgeber) would be the responsibility of the City to develop if the City wants to develop.

The developer states it would pay the $648/ additional lot over 1,710 residential lots. The total residential lots allowed per this DA modification is 2,886. So the delta of additional lots is 1,176 with a calculated

parkland development fee of $762,048. However, the developer would like to partially offset the par development fee by incorporating the value of the developer portion of the public trail (the solid purple public trail). The impact of this value is based on the following assumptions:

An 8' wide trail of 6" decomposed granite trail over 6" of compacted road base. The developer estimates the trail length to be 4,008 linear feet @ $60/lf = $240,500.

The parkland development fee for 1,176 additional lots:	$762,048
Minus the proposed credit for public use trail	$240,500
Revised Parkland Development Fee	$521,548

The value of the purple dashed trails that the City would be responsible for developing and constructing is approximately $264,000. The developer estimates the total trail length to be 4,400 linear feet @ $60/lf. This trail length includes both the connecting section to DSRP and the trail section to Rathgeber Natural Resource Park. The trail length is approximately equal for each trail sections.

Options open for discussion with the Parks and Recreation Commission are the City considering if it would like to construct the connecting trail sections to DSRP or Rathgeber (with the possible use of trail grant monies) or to ask the developer to construct the trails with further reduction of the revised parkland development of another $264,000. Note: all trail estimates are based on today's dollar value and are not projected costs into the future.

7. Section 2.4 of the draft develop agreement states that "Park fees for such Additional Lots shall be due and payable to the City at the time Additional Lots are platted." Per correspondence with the developer's engineer, the developer is contemplating full buildout of the 2,886 DUs in 2034. Thus, any parkland development fees due to the City will not be paid until many years in the future.

We recommend Parks and Recreation Commission approval of the Anarene/Double L Parkland Dedication Plan subject to discussion and direction of Items 6 & 7 as stated above.

Prepared By: Brent Luck

From: Lauren Hanigan
To: Planning
Cc: Rob Hanigan
Subject: OPPOSING Anarene/Double L Development Application – The Springlake Neighborhood
Date: Friday, August 6, 2021 4:08:53 PM

To the Dripping Springs Planning Committee,

My husband and I are residents of the Springlake neighborhood here in Dripping Springs, and are extremely discouraged, disappointed and saddened to have learned about the proposed Anarene/Double L development plans (DA2020-0002) along RR12. We purchased our property in 2018, with the intention of enjoying it in quiet solitude under dark skies for years to come. Since moving here, Rob and I have done everything in our power to respect and nurture the native wildlife and fragile ecosystems around us.

My husband is a disabled veteran whose mental health is extremely dependent on a quiet, calm country lifestyle in a community with strong values and a healthy respect for the land. A large part of why we chose to call Dripping Springs home was the comfort and stillness we found here. I fear the sense of calm we've grown to love so much will vanish with the onset of the massive residential growth around us. We love this land for its rugged beauty and had hoped to see it responsibly preserved and protected as the inevitable wave of development charges toward our community. Instead, everything that makes this place special would be decimated to make way for yet another massive block of tightly packed home lots that would strain our infrastructure and claw away at our natural hill country surroundings. It's absolutely heartbreaking to imagine the loss Dripping Springs will feel for the sake of sheer, uninhibited commercial greed. Our roads simply cannot sustain the volume that is projected to descend on our community once this new development (in addition to Big Sky Ranch and others) is established and filled. Our schools and markets will be overextended. Our cherished wildlife will be displaced from their natural habitats to the point of utter disappearance.

It's clear that there is no plan to develop our community responsibly. It's clear that money, as always, has taken priority over the protection and preservation of our land. It's clear that the approach is simply to consume everything in sight and deal with the consequences later. I sincerely hope that the outrage from the current residents of Dripping Springs is deafening enough to inspire pause, so that the responsible parties will consider the profound impact that this decision will have on the community. Assuming the proposed project moves forward however, I ask this on behalf of my family, friends and neighbors:

- A generous green belt/buffer zone is incorporated around the outside of the development to respect the privacy of current residents on neighboring properties, and to provide refuge for displaced wildlife
- The land is respected and mature hardwood trees and drainages are kept intact with ample greenspace and respect for wildlife including endangered birds
- There is a clear plan laid out for the incoming load on our roads, schools and community amenities.
- Our participation in the Dark Sky Community is respected and rules governing light pollution are strictly enforced on all developments, new and existing.

Rob and I plan to attend the hearings at Dripping Springs City Hall to continue the fight against this application to destroy the land that we love.

Thank you,

Lauren Hanigan
Springlake Resident
Dripping Springs, TX

From:	Marshall Seedorff
To:	Planning
Cc:	Samantha Seedorff
Subject:	Opposition to Anarene/Double L Development Application - Spring Lake Resident
Date:	Friday, August 6, 2021 2:31:19 PM

Dripping Springs Planning Committee,

My family and I were extremely disappointed to learn about the Anarene/Double L development plans (DA2020-0002) . We share a property line with the proposed development (1970 Spring Valley Dr.). We moved our family to dripping springs in 2018 for the schools, open spaces and dark sky community. We have a 1.75 acre property and cherish the setting and privacy. The new development plans would bring mixed use development right up to our property line. All of the reasons we moved here are quickly being lost to development - without a plan that respects community values.

As a community, we seemingly have no plan to develop responsibly. With the recent build out style of Big Sky Ranch and others, it is clear beyond the shadow of a doubt that dripping springs has completely strayed from all of the values our community held dear for the sake of development at all cost. All of the old growth trees and features of the landscape have been wiped clear. Additionally, we seemingly have no plan for how we are going to handle the incoming resident load on our roads, schools, grocery stores and other community amenities.

Development is inevitable and I'm not against development. I'm against irresponsible development that clearly disrespects community values and the land. I understand that there is likely no way to stop the development. My asks are as follows:

-A green belt/buffer zone is incorporated around the outside of the development to respect the privacy of current residents on neighboring properties
-The land is respected and mature hardwood trees and drainages are kept in tact with ample greenspace and respect for wildlife including endangered birds
-There is a clear plan laid out for the incoming load on our roads, schools and community amenities.

Assuming my work travel permits it, I will plan to attend one of the upcoming community hearings.

Concerned resident,
Marshall Seedorff
--
Marshall Seedorff
Sales, Marketing, Conservation
512-648-7736
[redacted]
Linkedin

From: Bill Hinckley
To: Planning
Subject: Proposed Application for DA2020-0002 Headwaters
Date: Monday, August 9, 2021 6:15:27 PM
Attachments: IMG_1381.JPG
IMG_1380.JPG
Bobbed wire thru Oak trunk.JPG

Dear Sir,

I received a letter dated July 30, 2021, regarding a proposed 1675 acre development which is within 300 feet of my property at 221 N. Sage Hollow, in the Founders Ridge neighborhood.

Founders Ridge has significant green belt areas that include wilderness trails. One such trail runs parallel to the back of my property and a bobbed wire fence that is apparently on the boarder of Founders Ridge and the ranch. One of the largest oak trees in our neighborhood is on the Founders Ridge boarder behind my property. **Will the developer of the proposed 1675 acre development preserve this beautiful tree?**

Here are the pictures I took yesterday.

Sincerely,

Bill Hinckley

Laura Mueller

From: Rob Hanigan [redacted]
Sent: Friday, August 6, 2021 4:02 PM
To: Planning
Cc: Lauren Hanigan
Subject: Opposition to Anarene/Double L Development Application - Spring Lake Resident

Dripping Springs Planning Committee,

My family and I were heartbroken to learn of the Anarene/Double L development plans (DA2020-0002). Our peaceful, rural neighborhood shares a property line with the proposed development and many of our neighbors and friends share immediate property lines with the proposed plan.

We purchased land in Dripping Springs in 2018 for the wide open, green spaces, largely rural setting, dark sky community, and to do our part to conserve land for native plants and animals. We have a modest 5 acre property but we cherish the setting, privacy, and wildlife we share it with. This new development will bring mixed use development right up to our front door. The reasons we moved here are quickly being lost to excessive development with no apparent plan to respect community values or the habitats it will destroy.

As a community, we seem to have lost our way and show no evidence of responsible, well planned development. Big Sky Ranch and others like it are examples of this — they show that Dripping Springs has completely strayed from the values this community once held dear and all for the sake of development at all cost. Old growth trees, natural watersheds, native animals, and features of the landscape have been wiped from the face of the earth.

Adding to our concerns — there appears to be no plan to manage the incoming resident load on our infrastructure. Our roads, schools, grocery stores, and other community amenities are already stretched to the limit. The Anarene/Double L development will dump thousands of new residents on these already overworked and overloaded resources. This will destroy what charm Dripping Springs has left and relegate us to an overcrowded and under resourced metro district of Austin.

Development is inevitable and we understand that. But this is irresponsible development that disrespects the community, it's values, and the Native Texas land. There may be no way to stop this development from happening altogether although it should be stopped until further concessions and plans are made such as bolstering our community's infrastructure while protecting the native ecosystem to the best of our ability. If we are to move forward we ask that we do so with some consideration for the current residents and wildlife.

We ask the following:

- Require and develop a green belt (buffer zone) to be incorporated around the outside of any developments to respect the privacy of current residents on neighboring properties and also to preserve native habitat for the wildlife that also resides on this land.
- The land is treated with respect. Mature hardwood trees and drainages are kept intact with ample green space and respect for wildlife including endangered birds and other delicate life that is already stressed to their limits.
- There is a clear plan laid out for the incoming load on our roads, schools, and community amenities.
- Our participation in the Dark Sky Community is respected and rules governing light pollution are strictly enforced on all developments, new and existing.

We plan to attend one if not both of the upcoming community hearings.

Concerned resident,
Robert Hanigan
United States Marine Corps, Veteran

Received
DEC 02 2019
City of Dripping Springs

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

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

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

November 7, 2019

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

By Certified Mail/Return Receipt Requested and First Class Mail

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

Dear Sir or Madam:

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

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

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

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

RICE & ASSOCIATES, P.C.
Attorneys and Counselors

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

Very truly yours,

Robin A. Rice

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

By Certified Mail/Return Receipt Requested

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

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

ASSIGNOR:

ANARENE INVESTMENTS, LTD., a Texas limited partnership

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

By: _____
Graham Hill, Manager

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

LINDA E RASCO
Commission # 3227911
My Commission Expires
October 21, 2019

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

ASSIGNEE:

DOUBLE L DEVELOPMENT, LLC, a Texas limited liability company

By: _____
David A. Cannon, Manager

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

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

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

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

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

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

Hays County Texas
Liz Q. Gonzalez
County Clerk

Document Number: 2015-15031553
Recorded As : ELECTRONIC RECORDING

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

Parties:

Direct- DRIPPING SPRINGS CITY OF
Indirect- ANARENE INVESTMENTS LTD

Receipt Number:	**410208**
Processed By:	**Rose Robinson**

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

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

COUNTY COURT OF HAYS COUNTY, TEXAS

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

Liz Q. Gonzalez, County Clerk

AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR ANARENE INVESTMENTS TRACT

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

RECITALS:

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

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

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2. PUBLIC BENEFITS, INFRASTRUCTURE & AMENITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3. PROPERTY DEVELOPMENT

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

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

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

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

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

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

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

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

3.2 Project Approvals & Entitlements:

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

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

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

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

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

3.6 Concept Plan Amendments:

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4. FINANCING DISTRICT

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

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

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

ARTICLE 5. AUTHORITY

5.1 Term:

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

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

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

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

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

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

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

5.6 Cooperation:

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

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

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

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

ARTICLE 6. GENERAL PROVISIONS

6.1 Assignment & Binding Effect:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

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

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

OWNER:

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

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

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

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

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

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

CITY OF DRIPPING SPRINGS:

By: _____
Todd Purcell, Mayor

Date: 1/13/2015

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

_____
Notary Public, State of Texas

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

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

By: _____
Title: Manager

Date: 8/13/2015

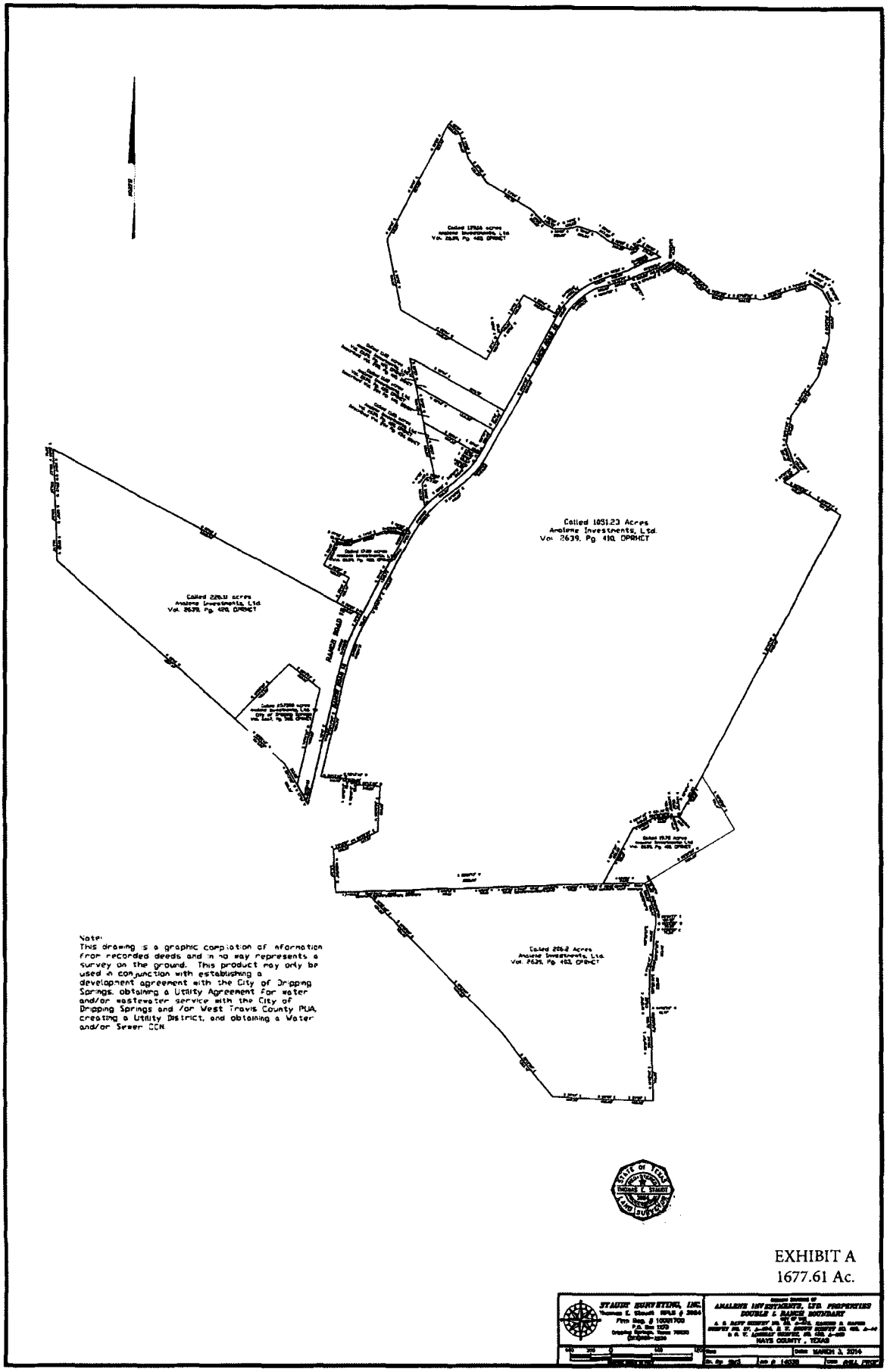
This instrument was acknowledged before me of this 13th day of August, 2015 by J. Graham Hill, Manager of Anarene Management, LLC, a Texas limited liability company, which is the general partner of Anarene Investments, Ltd., a Texas limited partnership, on behalf of said limited partnership.

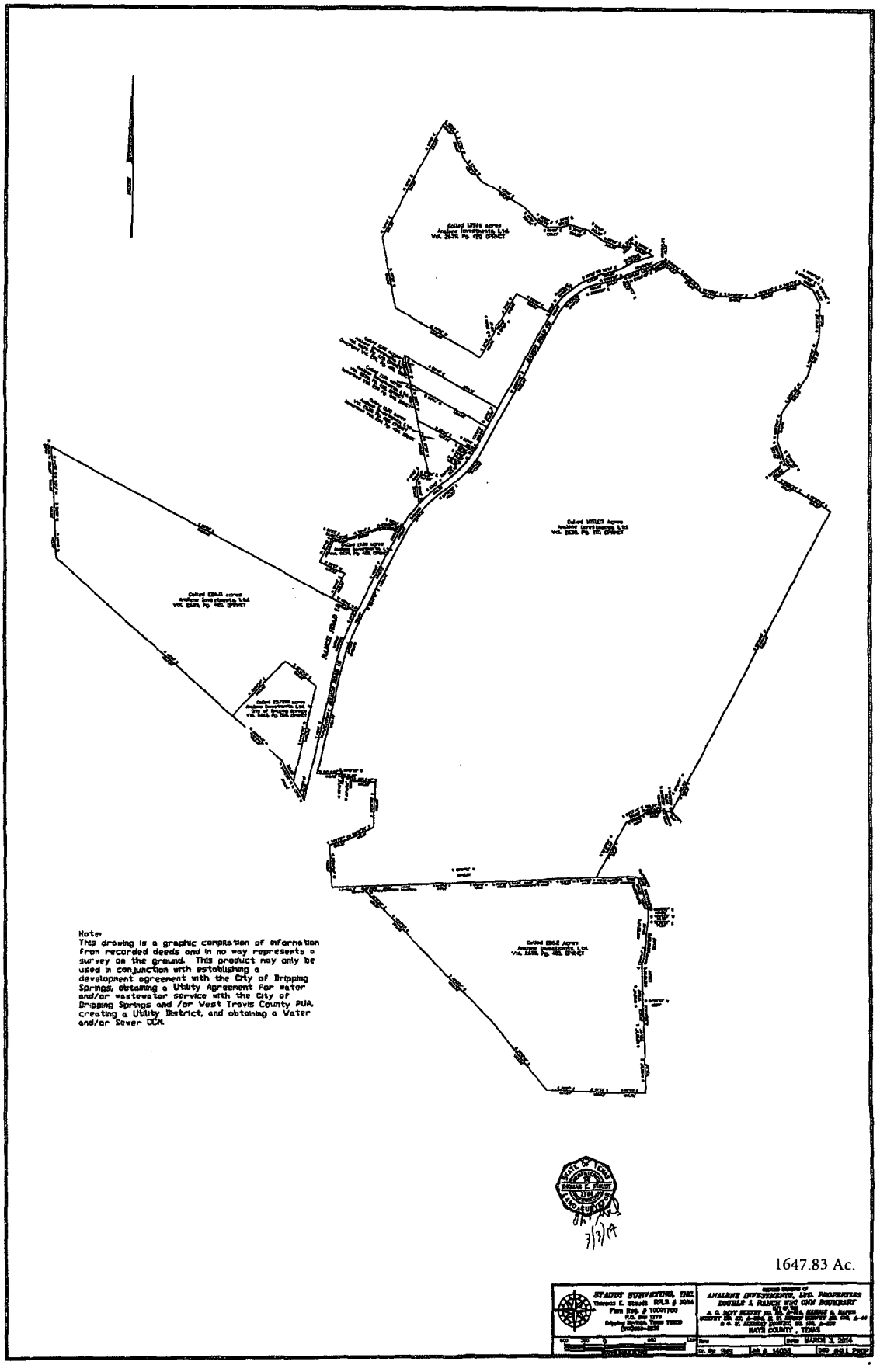
KATE M. VAN CLEEF
MY COMMISSION EXPIRES
July 11, 2015
KMV

Kate Van Cleef
Notary Public, State of Texas

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

Exhibit A
Description of the Land


Called 1851.23 Acres
Amalene Investments, Ltd.
Vol. 2639, Pg. 410, OPRHCT
Called 285.13 acres
Amalene Investments, Ltd.
Vol. 2639, Pg. 426, OPRHCT
Called 286.2 Acres
Amalene Investments, Ltd.
Vol. 2639, Pg. 493, OPRHCT
RANCH ROAD 12
Note:
This drawing is a graphic compilation of information from recorded deeds and in no way represents a survey on the ground. This product may only be used in conjunction with establishing a development agreement with the City of Dripping Springs, obtaining a Utility Agreement for water and/or wastewater service with the City of Dripping Springs and /or West Travis County PUA, creating a Utility District, and obtaining a Water and/or Sewer CCN.
EXHIBIT A
1677.61 Ac.
STAUDT SURVEYING, INC.
MARCH 3, 2014


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

STATE OF TEXAS
COUNTY OF HAYS

CALLED 1647.83 ACRES
DOUBLE L RANCH WSC
CCN BOUNDARY

DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE, with the westerly line of said 17.80 acre tract, the following three (3) courses:

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

THENCE, with the centerline of said right-of-way easement, the following five (5) courses:

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

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

THENCE, with the westerly line of said 11.05 acre tract, said 11.00 acre tract, and said 11.02 acre tract, the following four (4) courses:

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

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

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

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

THENCE, with an easterly line of said 139.16 acre tract, the following four (4) courses:

1) S 31° 16' W, 446.38 feet;
2) S 39° 56' W, 156.68 feet;

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

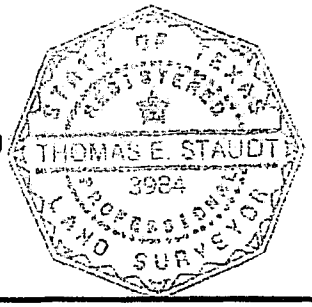
THENCE, N 58° 44' W, with the westerly south line of said 139.16 acre tract, 1466.48 feet to the most southerly southwest corner of said 139.16 acre tract;

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

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

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

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



3/3/19

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

Bk Vol Pg
05005564 OPR 2639 402

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

Exhibit A

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

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

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

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

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

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

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

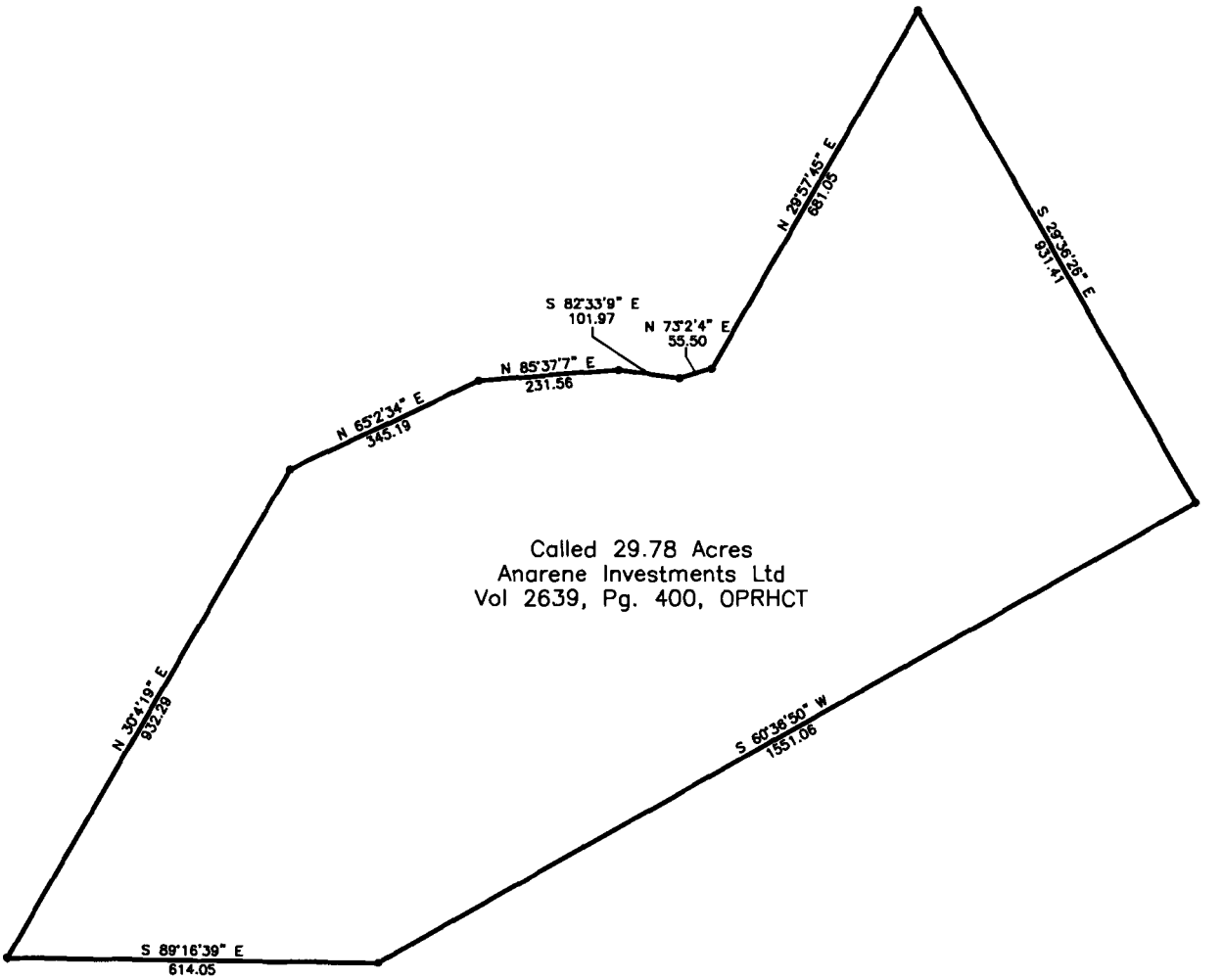
Dates surveyed: March 2nd thru March 17th and April 9th, 2004
Dated this 4th day of May, 2004

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

Mike A. Grogan
Registered Professional Land Surveyor No. 5296

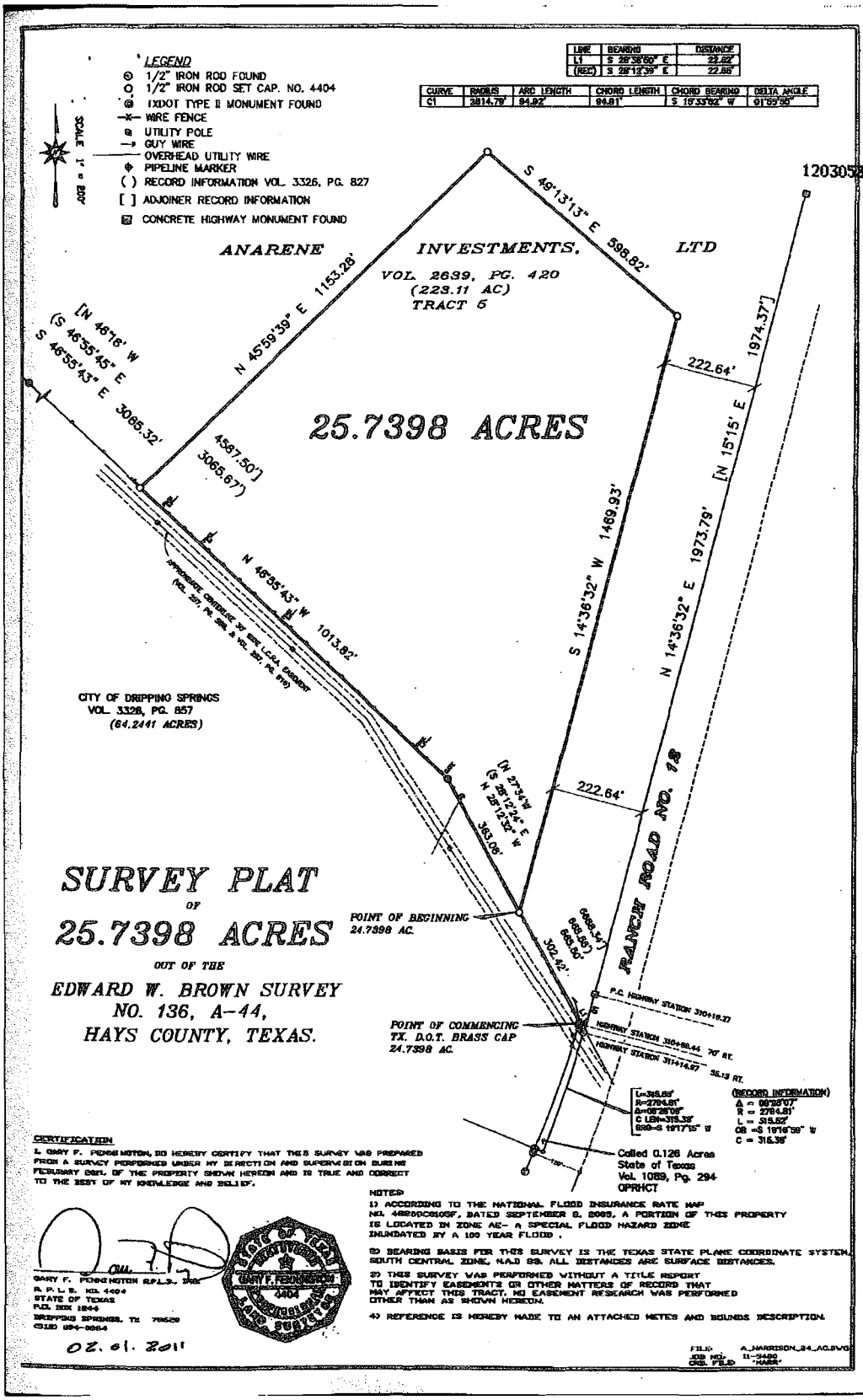
GROGAN SURVEYING • P O. BOX 1356 • 1135 HWY. 173 N • BANDERA, TX 78003 • PH/FAX (830) 796-7177

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



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

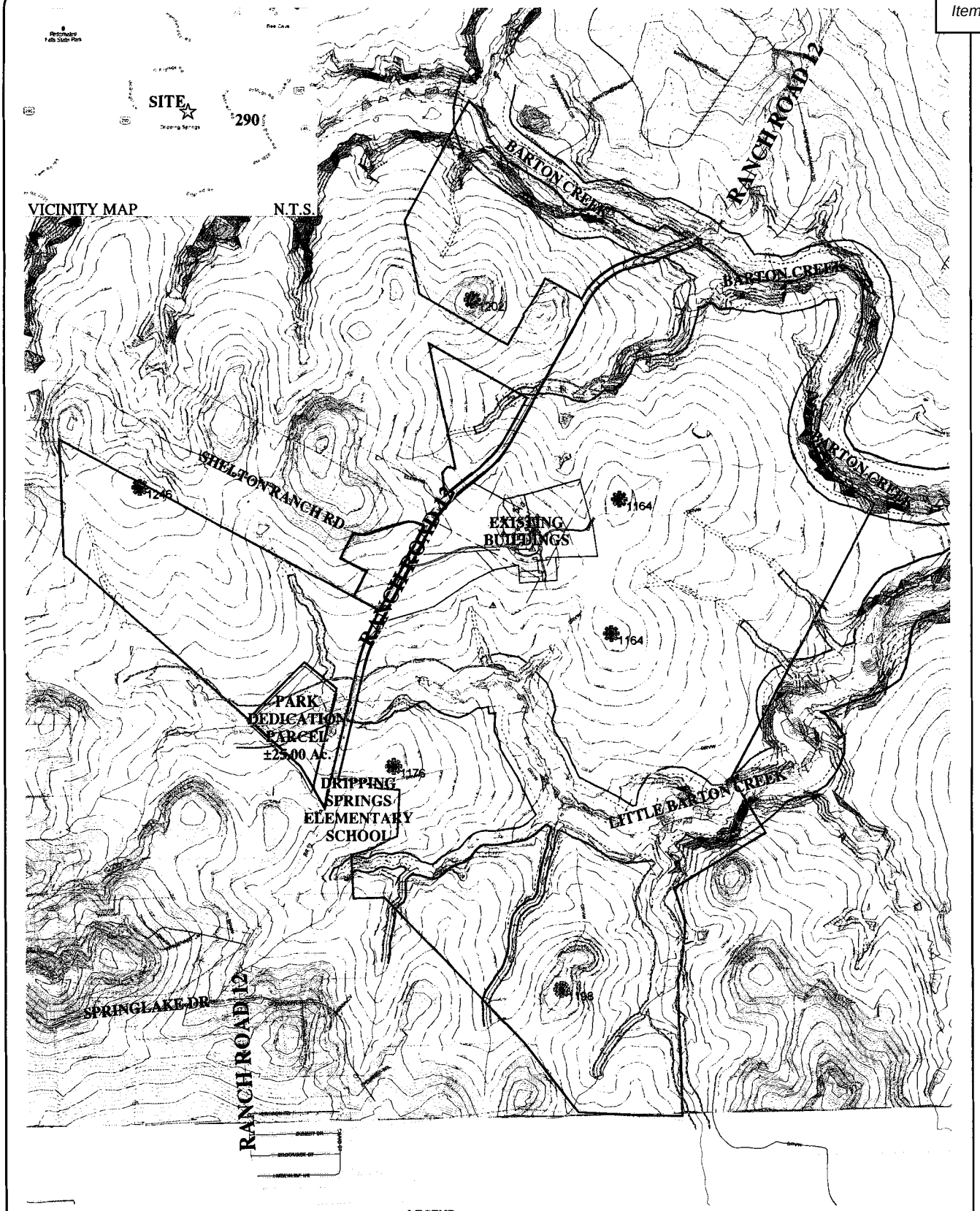
Exhibit B
Survey of Parkland



PARKLAND DEDICATION
PARCEL

EXHIBIT B
12.16.14

Exhibit C - Hill Tops Preservation



Color	Layer	Legend Range Beg.	Range End	Percent	Area
□	SLOPE -VERY SLIGHT	0.00	8.00	81.3	59609670.23
	SLOPE -SLIGHT	8.00	15.00	13.0	9548315.99
	SLOPE -MODERATE	15.00	25.00	4.1	3040606.34
□	SLOPE -SEVERE	25.00	35.00	1.0	724970.89
■	SLOPE -VERY SEVERE	35.00	100.00	0.5	401559.76

Exhibit D
Concept Plan

LAND USE SUMMARY

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

GENERAL NOTES:

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

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

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

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

LEGEND:

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

CONCEPTUAL MASTER PLAN

EXHIBIT D

11.7.14

SCALE: 1" 600'

THE BOUNDARY USED FOR THIS ANALYSIS IS APPROXIMATE

Exhibit E
Variance List

EXHIBIT E
November 6, 2014

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

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Exhibit F
Approved Plant List

EXHIBIT F

Approved Plant List

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

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

Hays County Texas
Liz Q. Gonzalez
County Clerk

Document Number: 2012-12030401
Recorded As : ELECTRONIC RECORDING

Recorded On:	**October 23, 2012**
Recorded At:	**01:04:25 pm**
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Recording Fee:	**$116.00**

Parties:

Direct- DRIPPING SPRINGS CITY OF
Indirect- ANARENE INVESTMENTS LTD

Receipt Number:	**318115**
Processed By:	**Lynn Curry**

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

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

COUNTY COURT OF HAYS COUNTY, TEXAS

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

Liz Q Gonzalez

Liz Q. Gonzalez, County Clerk

70 2012 12030538

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

Instrument Number: 2012-12030538

As

Recorded On: October 23, 2012 **OPR RECORDINGS**

Parties: DRIPPING SPRINGS CITY OF **Billable Pages: 26**

To **ANARENE INVESTMENTS LTD** **Number of Pages: 27**

Comment:

(Parties listed above are for Clerks reference only)

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

OPR RECORDINGS	116.00
Total Recording:	**116.00**

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

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Document Number: 2012-12030538
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Record and Return To:

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

COUNTY COURT OF HAYS COUNTY, TEXAS

State of Texas |
County of Hays

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

Liz Q Gonzalez

Liz Q.Gonzalez, County CLerk

Draft "E"

DEVELOPMENT AGREEMENT FOR ANARENE INVESTMENTS TRACT

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 1. DEFINITIONS

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

1.2 **Applicable Rules:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2. PUBLIC BENEFITS, INFRASTRUCTURE & AMENITIES

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

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

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

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

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

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

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

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

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

ARTICLE 3. PROPERTY DEVELOPMENT

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

ARTICLE 4. FINANCING DISTRICT

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

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

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

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

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

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ARTICLE 5. AUTHORITY

5.1 Term:

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

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

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

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

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

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

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

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

5.6 **Cooperation:**

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

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

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

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

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

ARTICLE 6. GENERAL PROVISIONS

6.1 Assignment & Binding Effect:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

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

12030538 OPR 4467 490

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

OWNER:

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

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

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

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

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

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STATE OF TEXAS §
§
COUNTY OF HAYS §

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

CITY OF DRIPPING SPRINGS:

By: _____
Todd Purcell, Mayor

Date: 10-17-12

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

_____
Notary Public, State of Texas

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

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STATE OF TEXAS §
§
COUNTY OF HAYS §

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

By: _____
Title: Manager

Date: 9/6/11

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

_____
Notary Public, State of Texas

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

EXHIBIT "A"

Bk Vol Pg
12030538 OPR 4467 493

Description of Land

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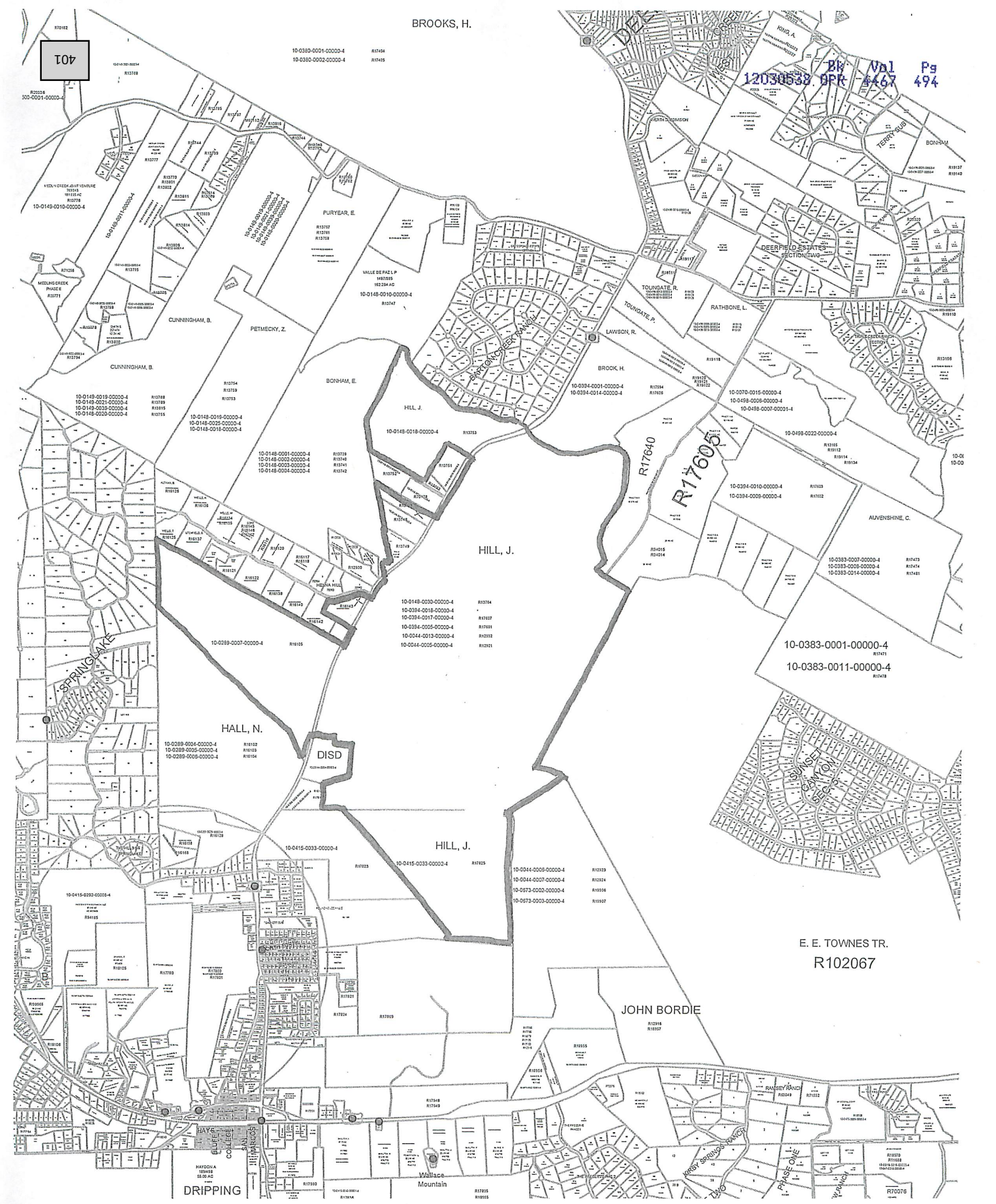
401
Bk Vol Pg
12030538 OPR 4467 494
BROOKS, H.
DEER CREEK
KING A.
HEATH SUBDIVISION
TERRY SUB
BONHAM
DEERFIELD ESTATES SECTION TWO
TOUNGATE, R.
TOUNGATE, P.
RATHBONE, L.
LAWSON, R.
BROOK, H.
HAPTONCREEK RANCH
PURYEAR, E.
VALLE DE PAZ LP
1497/285
162.284 AC
10-0148-0010-00000-4
R13747
MEDLIN CREEK JOINT VENTURE
765/41
181.155 AC
10-0149-0010-00000-4
R13776
MEDLING CREEK PHASE II
CUNNINGHAM, B.
PETMECKY, Z.
CUNNINGHAM, B.
BONHAM, E.
HILL, J.
10-0148-0018-00000-4
R13753
R17640
R17605
HILL, J.
HENNA HILL
AUVENSHINE, C.
10-0383-0001-00000-4
R17471
10-0383-0011-00000-4
R17478
SUNSET CANYON SEC 15
SPRINGLAKE
HALL, N.
DISD
HILL, J.
10-0415-0033-00000-4
R17823
10-0415-0033-00002-4
R17825
E. E. TOWNES TR.
R102067
JOHN BORDIE
R12916
R16557
RANSEY RANCH
R10049
R71552
KIRBY SPRINGS RANCH
PHASE ONE
PHASE TWO
W. RANCH
R70076
HAYS
BLUFF
COLLEGE
SAN MARCOS
HAYDON A
165/458
55.00 AC
DRIPPING
Wallace Mountain
R17830
R19555
Item # 19.

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12030538 OPR 4467 495

EXHIBIT "B"

Description of parkland tract

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STATE OF TEXAS
COUNTY OF HAYS

25.7398 ACRES

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

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

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

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

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

Bk
12030538 OPR 4467 477

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

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

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

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

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

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

02.01.2011

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

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

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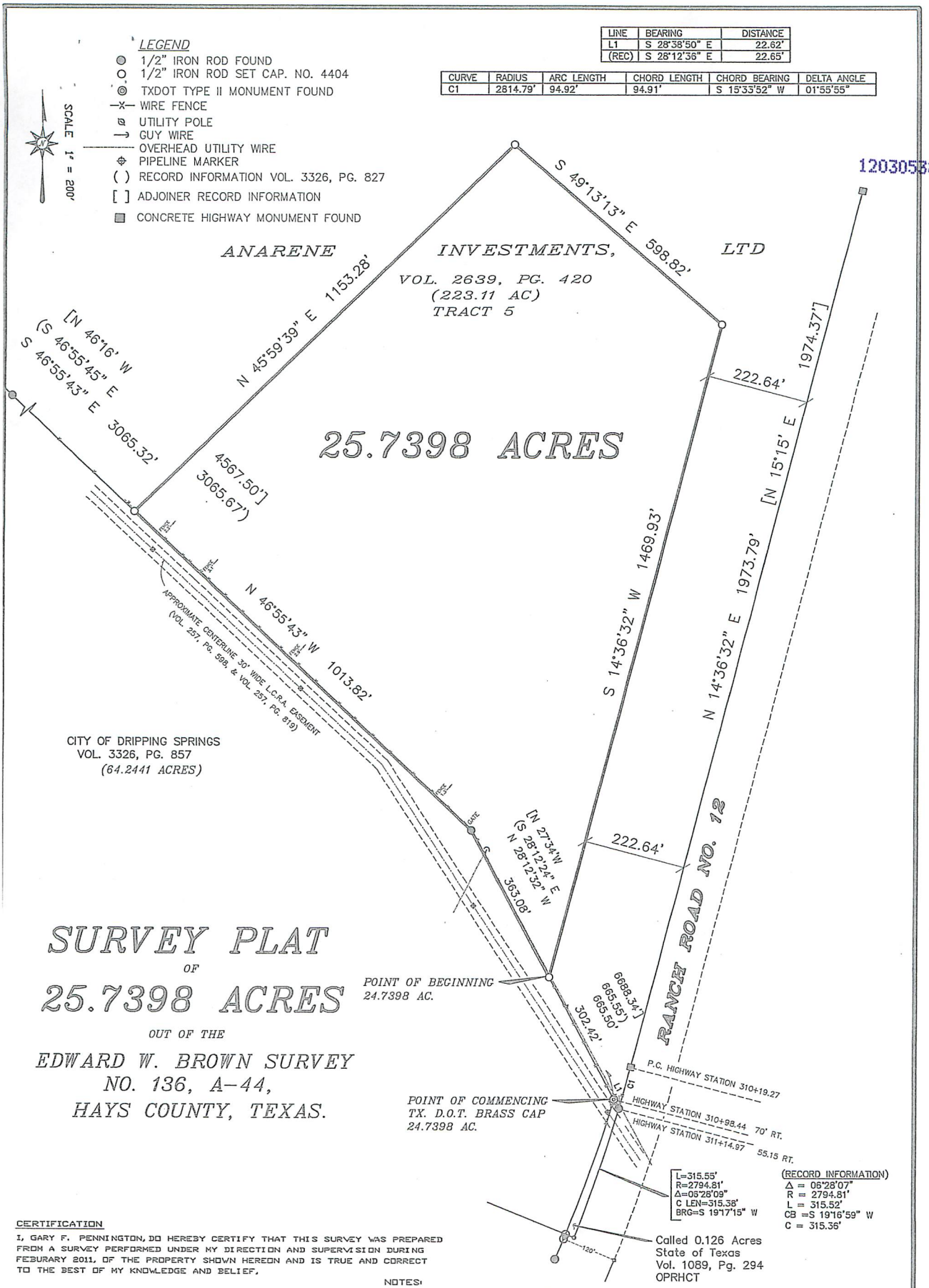

SURVEY PLAT
OF
25.7398 ACRES
OUT OF THE
EDWARD W. BROWN SURVEY
NO. 136, A-44,
HAYS COUNTY, TEXAS.

CERTIFICATION

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

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

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

02.01.2011

NOTES:

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

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

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

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

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

EXHIBIT "C"

Form of Deed

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

SPECIAL WARRANTY DEED

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

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

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

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

EXECUTED this ___ day of _____, 2011.

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

By: _____
Title: Manager

Grantee's Address:

_____

_____

STATE OF TEXAS §
§
COUNTY OF HAYS §

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

_____
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: _____

EXHIBIT "A"

Legal description of parkland tract

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Bk 901 Pg
12030538 OPR 4467 503

EXHIBIT "B"

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

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

3. The Property shall not be subdivided.

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

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

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

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

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

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

From: Oleg Zhoglo
To: Planning
Subject: Concerns about the proposed Double L Ranch development
Date: Sunday, August 29, 2021 7:12:23 PM

Hello,

As a resident of the Legacy Trails development, I'm very concerned about the proposed Double L Ranch modified plan to include high density housing on the border of our neighborhood and to connect the Pecos River Crossing road which currently ends in a cul de sac to the new four lane Double L roadway. The high density housing doesn't belong next to estate sized lots, while the roadway will increase traffic through an already busy Legacy Trails roadway and endanger the dozens of kids that play in the streets here.

My wife and I hope to start our family in Dripping Springs, future development that doesn't consider existing residents will make us reconsider our plans.

Respectfully,
Oleg Zhoglo

From: Luis Pagan
To: Planning
Subject: Vote No - to Double L Ranch garden homes at border of Legacy Trails
Date: Tuesday, August 31, 2021 8:48:44 AM

Hello,

I am a resident of Dripping Springs and live in the Legacy Trails community. Where all residents have 3/4 acre or more properties with large custom homes.

I would like the city council to vote against allowing the Double L ranch to build small garden homes near our community border where Legacy Trails has premium houses and lots located. The city should not fail in representing it's existing residents, and a precedence has been set by the city denying the garden homes around another community with similar concerns, and I want my community to be held to the same standard of quality of life concerns.

Below are reasons this should not be allowed:

--the disproportionate burden on quality of life and property values placed on our neighborhood by allowing the builder to build high density housing right next to very low density housing.

--that the builder failed to include Legacy Trails in their density housing presentation, as it would show how very high density housing their plan truly is.

--that the builder should NOT burden an already existing dripping springs neighborhood with the financial impact of high density housing , but should have to relocate such housing to the inside of their property where future residents will be fully informed to what they are purchasing into, rather than financially harming existing dripping springs residents.

Thank you,
Luis Pagan
168 Staked Plains Ln (Legacy Trails)

From: Oleg Zhoglo
To: Planning
Subject: Concerns about the proposed Double L Ranch development
Date: Sunday, August 29, 2021 7:12:23 PM

Hello,

As a resident of the Legacy Trails development, I'm very concerned about the proposed Double L Ranch modified plan to include high density housing on the border of our neighborhood and to connect the Pecos River Crossing road which currently ends in a cul de sac to the new four lane Double L roadway. The high density housing doesn't belong next to estate sized lots, while the roadway will increase traffic through an already busy Legacy Trails roadway and endanger the dozens of kids that play in the streets here.

My wife and I hope to start our family in Dripping Springs, future development that doesn't consider existing residents will make us reconsider our plans.

Respectfully,
Oleg Zhoglo

From: Rebecca Pagan
To: Planning
Subject: Vote NO to Double L Ranch gardenhomes at border of Legacy Trails
Date: Tuesday, August 31, 2021 10:59:58 AM

Hello,

I am a resident of Dripping Springs and live in the Legacy Trails community. Where all residents have 3/4 acre or more properties with large custom homes.

The city council needs to vote against allowing the Double L ranch to build small garden homes near our community border where Legacy Trails has premium houses and lots located. The city should not fail in representing it's existing residents, and a precedence has been set by the city denying the garden homes around another community with similar concerns, and I want my community to be held to the same standard of quality of life concerns.

My family intentionally purchased our property with our family's safety as our number one priority. Building high density homes basically in our backyard will pose a large safety and security risk that was not present when we purchased our property. Would you want this next door to your house? As representatives of your neighbors and community please think long and hard as the burden you are placing on your fellow neighbors is not right and very avoidable. It should be the responsibility of this developer/builder to plan these high density property within their planned community to reduce the burden to everyone else in the established surrounding communities.

Below are reasons this should not be allowed:

--the disproportionate burden on quality of life and property values placed on our neighborhood by allowing the builder to build high density housing right next to very low density housing.

--that the builder failed to include Legacy Trails in their density housing presentation, as it would show how very high density housing their plan truly is.

--that the builder should NOT burden an already existing dripping springs neighborhood with the financial impact of high density housing , but should have to relocate such housing to

-the burden should rest on the new developer/builder, not on existing residents and place these high density gardenhomes inside of their property where future residents will be fully informed to what they are purchasing into, rather than financially harming existing dripping springs residents.

Thank you,

Rebecca Pagan

168 Staked Plains Ln (Legacy Trails)

--

From: Chris Arnold
To: Andrea Cunningham
Subject: Anarene Development (Vote NO to aggressive changes and elimination of current DS rules and regulations in place)
Date: Saturday, August 21, 2021 12:35:48 PM

Good afternoon Andrea,

I am an extremely concerned resident who lives across the creek from the proposed Anarene development.

The Anarene proposed project changes were supposed to be posted by last night (Friday night), but as of today, Saturday, I'm still not able to find it on the city website. Comments closed on Friday so that they could be printed and enclosed in meeting packets going to the commissioners. How are residents supposed to provide comments when they can't view the changes?

This and other actions from the city come across as deceptive and it does not feel like the current P&Z or city leadership has DS residents, or the future of DS in their best interest. They only seem to be shills for the developers and have the developers interest of growing as quick and as big as possible.

I would like some answers as to why residents haven't been provided with all information in a timely matter (the timeline that the city created) before the commission votes. I'd also like the email address and contact information for each of the voting commissioners.

I can assure you that if they vote for these proposed changes by the Anarene developers, myself, my family and my friends will vote every single one of you out of office next election.

Chris Arnold

Sent from my iPhone

From: Bill Foulds
To: chrisarnold1981@gmail.com
Cc: Andrea Cunningham; Laura Mueller; Ginger Faught; Michelle Fischer
Subject: RE: [Dripping Springs, TX] Anarene development (Sent by Chris Arnold, chrisarnold1981@gmail.com)
Date: Monday, August 23, 2021 9:20:28 AM
Attachments: image001.png

Mr. Arnold

As Mayor I take great pride of our Council and Boards on being open and transparent. Our staff does the same. Agendas are posted a minimum of 72 hours prior to a meeting and are a complete packet for the commissioners and the public to have time to review before the next meeting. These items will be discussed and possible action may be taken. There is time established during the meeting for area residents to comment. We also allow written comments to be emailed to our city secretary or planning department with those then being sent to the appropriate boards. This project has been the topic of many Council, boards and commission meetings for over 10 years. Regardless of what happens this Tuesday this item will be discussed during a future council meeting. I anticipate this being in September. We invite you to participate and provide comments. I will be glad to sit down with you and discuss any concerns.

Bill Foulds
Mayor
City of Dripping Springs

From: Geoffrey Tahuahua <gtahuahua@cityofdrippingsprings.com>
Sent: Sunday, August 22, 2021 9:37 PM
To: chrisarnold1981@gmail.com <chrisarnold1981@gmail.com>

Subject: Re: [Dripping Springs, TX] Anarene development (Sent by Chris Arnold, chrisarnold1981@gmail.com)

Hi Chris,

Thank you for reaching out to me to express your concerns. I have reached out to our City Administrator regarding your specific concerns on public notice for the agenda and agenda packet. My understanding is that the Anarene development will be making its first presentation to Planning Commission on Tuesday, August 24. You should be able to access the packet for the 8/24 meeting on the Agendas and Notices page.

Right now is the perfect time to provide comments and feedback on the project. I would highly encourage you to attend and speak on this item. If you cannot attend, you are also welcome to send written comments to the city secretary and request that they be distributed to the Planning Commission and City Council. Her name is Andrea and she can be reached at acunningham@cityofdrippingsprings.com.

Thank you,

DRIPPING SPRINGS
Texas
Open spaces, friendly faces.

Geoffrey Tahuahua
City Council Member, Place 3

gtahuahua@cityofdrippingsprings.com
512.858.4725 City Hall

511 Mercer Street • PO Box 384
Dripping Springs, TX 78620

cityofdrippingsprings.com

From: Andrea Cunningham
To: Chris Arnold
Cc: Bill Foulds; Taline Manassian; Geoffrey Tahuahua; Wade King; Sherrie Parks; April Harris Allison; Laura Mueller; Michelle Fischer; Ginger Faught
Subject: RE: Anarene Development (Vote NO to aggressive changes and elimination of current DS rules and regulations in place)
Date: Monday, August 23, 2021 1:37:00 PM
Attachments: Public Information Request Form_2021.pdf
06.2021 TC Report.pdf

Good Morning Mr. Arnold,

Thank you for your email. By this time I believe you have heard from a few of our Council Members and the Mayor, so I will be brief. You may provide written comment on items related to development to: planning@cityofdrippingsprings.com, and to me directly if you wish. Written comments are provided in the meeting agenda packet which are on the website. Agendas and packets are posted the Friday before each meeting by 5:00 p.m., and this particular agenda packet was posted to the website approximately at 4:40 p.m. The city also provides written notification via USPS Mail to property owners within 300 feet of the boundaries of the development. If you live within the notification zone and did not receive notice, please let me know so we can follow up with the Development Department. Additionally notices are printed in the Dripping Springs Century News and posted to the Public Notice section on the city website: http://drippingspringstx.civiccms.acsitefactory.com/public-notices.

I would also like to take this opportunity to let you know that you may file a Public Information Act Request regarding this development with me at any time. I have attached the form for your convenience, and you can also download the form here: http://drippingspringstx.civiccms.acsitefactory.com/sites/g/files/vyhlif6956/f/uploads/public_information_request_form_2021.pdf. Requests are generally fulfilled within five days of submission, depending on the nature and volume of documents that are responsive. Additionally, this item has been on the following agendas, which you can download the meeting packets here: http://drippingspringstx.civiccms.acsitefactory.com/site-home/pages/minutes-and-agendas, as well as submit a request for the meeting recording. Please note that the Transportation Committee is not subject to the Texas Open Meetings Act and as such does not post an agenda or packet; however, a monthly report is provided to the City Council. I have attached the monthly report for the June meeting listed below.

Posted Item on Meeting Agenda:
- Parks & Recreation Commission: 07/07/2021
- Planning & Zoning Commission: 05/25/2021, 07/27/2021
- City Council: 03/09/2021
- Transportation Committee: 06/28/2022

If I can be of any further assistance, please do not hesitate to reach out.

Sincerely,
Andrea

Request No. _____

PUBLIC INFORMATION REQUEST FORM

All requests must be in writing and directed to:
City Secretary, 511 Mercer Street, Dripping Springs, TX 78620
Email: acunningham@cityofdrippingsprings.com

Requester Name	Organization	E-mail Address
Mailing Address	**City/State/Zip**	**Phone Number**

Detailed Description of Information Sought

Please Select One:

☐ I request a digital copy of the information to be sent to the above email address

☐ I request paper copies (cost estimate to be provided in accordance with ***Statute Number***

☐ I request to physically inspect the documents in person (appointment for inspection must be scheduled)

☐ **I consent to have certain identifying information protected under Common Law such as, but not limited to social security numbers, driver's license numbers, home addresses, personal phone numbers, home phone numbers, and dates of birth redacted.** ***Withholding consent may delay processing of this request by at least 45 business days while the City seeks an Attorney General's Opinion regarding release of information.***

Requester Signature

SUBMIT

For City Secretary Use
Disposition of Request for Public Information

Date Received	Method of Receipt	Routed To

Return to City Secretary Office NO LATER Than: _____

Date of Final Action: _____

Action Taken: _____

CITY OF DRIPPING SPRINGS
TRANSPORTATION COMMITTEE
AGENDA
MONDAY, JUNE 28, 2021
3:30-5:00 PM—VIA ZOOM CONFERENCE

COMMITTEE MEMBERS:

*Interim Chairman – P&Z Comm. Jim Martin

City Council Rep.—VACANT

*Barrett Criswell

*Sharon Hamilton

*Travis Crow—Non-Voting Member

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 Borcherding, P.E., Adam Leach, EIT, Winton Porterfi

DSISD – Pam Swanks, Mike Garcia

TxDOT, Austin District, So. Area Office – William Semora, Jr. 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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Meeting started at 3:30 pm by Interim Chairman Jim Martin.

AGENDA

1. TXDOT
    - Project Updates
        a. Highway 290 Study Update
            1. WSEMORA gives an update
                a. CAMPO is continuing with the study
                b. No deadline or dates yet
        b. RR 12 Expansion Project

1. WSEMORA spoke with the team late last week. Weather pending, they are planning to finish paving towards the end of July and beginning of August and finally begin to add grass

- New/Other Project(s) Update

a. Reed presents nothing new

b. Travis comments about the guardrail getting hit and hopefully find a solution

1. WSEMORA responds about a 6-foot shoulder to give a buffer. Reed is looking into the drainage channel to open it up

c. WSEMORA comments about his meeting with Ms. Black and addressing her problems

d. Reed presents that there has been water west of town. Aaron notes that Dreamland points cause to TxDOT, causing a river to form and run-down Bunker Ranch.

2. Hays County

- Project Updates

a. Hays County Transportation Plan Update

b. Winton presents that the plan is about done around July 13th.

c. Leslie comments about the Transportation Master Plan about seeing a more up to date version before its official release. Winton can send a copy.

- New/Other Projects(s) Update

3. DEVELOPER PRESENTATIONS

- Anarene Development (Double L Ranch)—Proposed Transportation Improvements

a. Laura introduces Seth Mearig to speak about Double L connectivity

b. Seth presents a map

1. Blue color denotes within the Double L development

a. The north side road has 4 lanes

b. The one headed south is converting to a 4 lane

2. He notes there will be a roadway to connect with Big Sky

3. Created a roadway to connect with Cynosure

c. Conceptual Master Plan

1. Suggested that the density be taken from the west side to the south side of the development

d. Three Phases of the 4-lane roadway

1. Phase 1. Four lane roadways on red dotted lines with a traffic circle on south and north side of little Barton creek

a. Red (phase 1) is to start in October 2021

2. During the 2nd phase the southern roads will be completed and have established trigger dates

a. DA committed date December 2023

b. Expected start date January 2023

3. Last phase is expected to be starting in December 2024

e. Travis has a question about the density and when to start building. Seth answers that they are committed to those dates. They have dedicated 90 feet for TxDOT along RR12. Travis asks Seth to reach out to TxDOT so that the two are on the same page.

f. Sharon asks a question for Seth about the southern connection to RR12. Seth answers about existing conditions.

g. Pablo Martinez notes that in Phase 1 they have a 25-foot ROW in reserves.

h. Travis asks a question about moving the density form the west to the south. Seth says they are matching the densities throughout the masterplan and to promote certain roadways sooner.

4. HDR (Traffic Engineering Consultant)

- Update on Draft Transportation Master Plan

a. Should be good to go sometime in July and scheduling with Ginger.

- Status of Traffic Impact Analysis Reviews/Task Orders:

a. Finished the review of TIA and in the near future the Full TIA

b. Heritage Project

1. Survey underway to tie into Roger Hanks

c. Cannon—Ashton Woods Project

d. Anarene/Double L Project

e. Wild Ridge (Cynosure Ranch) Project

1. Reviewed the 1st draft of the TIA, expecting redraft in a few weeks

f. Upcoming Reviews

1. Bunker Ranch

    a. Previously did not have to do a TIA but increased lots and now have to do a TIA

    b. Expecting to review a TIA

    c. Bunker ranch already have left turn lanes, deceleration lanes, and signals

2. Arrowhead

    a. This may need a signal

3. New Growth TIA

5. New Business

- Aaron and Chad have no new business to bring up.

- Ginger proposes for more comments, questions, or direction for the Anarene development team.

    a. Sharon is comfortable with the development since Leslie is familiar with the project and its connectivity.

    b. Travis notes his concerns about having a standard mechanism in place.

    c. Vice Chair Jim notes his concerns about dates.

        1. Seth mentions that we all have the same goals in mind and will be looking more into dates

6. Adjourn

- 4:15pm is adjourned by Vice Chair Jim Martin

From: cynth a ho ze
To: Laura Mue ler
Subject: RR 12 Development
Date: Thursday August 26 2021 12:16:58 PM

Dear Ms. Mueller,

Thank you for providing me with the packet yesterday.

The gentleman, on the P&Z committee, spoke about the rules (laws) the city has to abide by,
concerning the ETJ.
He was speaking so fast with that mask on, was hard to hear and write down the points he
stressed to the group. I would appreciate it if you could provide that information. It would have been an asset to the group if those were provided so we would know where we stand legally. Considering the many
concerns expressed in he meeting, it appears the city has very limited power. Who actually grants permits on
developments of that magnitude.? As expressed, there are many. many serious issues of utmost importance The people are speaking in opposition, please hear them.

So, where is the accountability? I left that meeting under the impression, we as citizens, landowners, neigh-bors, tax payers, are basically screwed. I understand it is important citizens have the right for an input, but
to what advantage, are we just whistling in the wind? What are our rights? I am extremely concerned this project will be railroaded thru without any regard for the many, many problems ahead. I live on RR12 and the traffic is horrific. now. With the school, ranch park, few traffic lights, speeding vehicles, it is a travesty
waiting to happen. I have had some very close calls attempting to turn out into traffic. That with the added burden of 2,000 more homes, cars, well. .I thought it was addressed emphatically that we cannot afford to
lose lives because developers/land owners are in the game for a buck.

On another note: I have been active for many years with citizens rights and concerns about what is going
on in their (our) community. This is the first open meeting I've ever attended that there was no sign in sheet
with names, address and phone numbers. Also, the engineer was very flippant about revealing the developers information, history. Well, as I told you, I will do my due diligence to make these discoveries on my own.

Other major issue that I didn't hear addressed, is, what is the water source? Hays county does not have the
resources for that many homes planned. Texas is constantly experiencing droughts, which is a fact, and cannot be ignored. Have the developers considered rain water collections for each home, in their master plan? Would that be addressed? There are developments in the area which have that added
feature, using conservation methods with less burden on resources. We are usurping the land around this area too fast and all for profit.

Also, the power grid will be stressed even more than this past winter if this project is allowed to continue.
Texas had a major problem, in case you are not aware, and it will continue until this issue is addressed and fixed by the state.

Is the city willing to annex the proposed development area? What are the guidelines for that?

I will continue to ask questions and would appreciate if you and/or the committee would take this in consideration.

Thanks for any help to my questions.
Respectfully submitted,
Cynthia Howze
[redacted]

From:	MATTHEW MILAM
To:	Bill Foulds; Taline Manassian; Wade King; Geoffrey Tahuahua; April Harris Allison; Sherrie Parks
Cc:	Andrea Cunningham; Laura Mueller; Tory Carpenter; Warlan Rivera; Mim James; James Martin; cbourguignon@cityofdrippingsprings.com; jmcintosh@cityofdrippingsprings.com; estrong@cityofdrippingsprings.com; twilliamson@cityofdrippingsprings.com; dcrosson@cityofdrippingsprings.com; Michelle Fischer; Ginger Faught; Chad Gilpin
Subject:	Outrageous - Public hearing and consideration of recommendation for Anarene development
Date:	Wednesday, August 25, 2021 9:33:58 PM

Hello Dripping Springs City Council Members:

My name is Matt Milam and I live at 717 Founders Ridge in the Founders Ridge neighborhood in Dripping Springs. My wife, Lauren, and I moved here with our daughters, Avery and Haley, in October 2019. We were unable to attend the public hearing held last night, but I want to express my displeasure and concern with the proposed Anarene development that is currently under consideration.

When Lauren and I were considering building in this location, we were told by the builder that a development was planned for the land next to Founders Ridge and that the lots would be a minimum of .75 acres. We agreed to build here with the expectation that there would be .75 acre minimum lots in the new development. We were also told there would be a buffer zone for each neighborhood. We assumed that would mean many of the trees between these two neighborhoods would be preserved. When we saw the plans for the development call for 35' and 45' lots packed right next to our home we were in disbelief. We are both angry and frustrated. We felt like we had been lied to about what was to come. We would have never purchased this home if we had known how ridiculous the plans for this new development were going to be.

Here are some additional thoughts and concerns for your consideration:

1. We have heard that the original plan for these tiny lots was to build them on the West side of RR 12, but the community there opposed the plan which lead to the homes being planned for right next to our neighborhood. I understand the builder's desire to make as much money as possible so they'd like to squeeze in as many tiny lots as they can. We also understand that the builder wants to locate the high density housing on the South side of the 4 lane highway so it doesn't affect the value of the builder's premium lots further North. However, these high density homes should not be built right along the border of our neighborhood (and Legacy Trails) when the builder has almost 1,700 acres to build upon. That is total garbage. Those homes need to be built further North in the development, period. There should be minimum .75 acre lots adjoining Founders Ridge. (Just as a side note, a .75 acre lot is equal to 32,760 square feet. The lots being proposed immediately across from our home are a minimum of .08 acre, or 3,500 square feet. That is about a 90% reduction in lot size. That is ludicrous.)

2. The lot we purchased charged a significant premium and was classified as a greenbelt lot. Our back fence is a see through wrought iron fence because that is what was required for greenbelt lots. We knew we would give up some privacy when new homes were built behind us, but again, we were sold that they would be on .75 acre lots. We could live with that. Now we are faced with about 40-50 homes, all on tiny lots, directly behind us and right up next to the gas pipeline behind our home. We don't even have the option to put up a privacy fence so we don't have so many people being able to see directly into our backyard. Our privacy will be completely gone.

3. If you allow this development to move forward as proposed, it will place a disproportionate burden on quality of life and property values for our neighborhood (and Legacy Trails) by allowing the builder to build high density housing right next to very low density housing.

4. To make their proposal seem less bad, the builder failed to include Legacy Trails in their density housing presentation. If they had, it would show how absurd their plan for high density housing truly is.

5. The builder should not burden already existing dripping springs neighborhoods with the financial impact of high density housing, but should have to relocate such housing to the inside of their property where

future residents will be fully informed as to what they are purchasing into, rather than financially harming existing dripping springs residents.

6. As it is now, we hear very little traffic noise from RR 12. With the addition of a 4 lane highway essentially right next to our homes, we have concern that the traffic noise is going to be considerably worse and will greatly reduce our quality of life.

7. We heard that at last night's meeting, a motion was made by the Planning & Zoning Commission to have the builder move the garden homes to not abut other developments. We also heard that Mim James, the Chair of the commission opposed the motion, having previously stated that they negotiated the best deal they could, that there are many community benefits, and that we should be happy with it. I'm sorry, we should be happy they are planning on cramming in as many homes as they can in the least amount of space right next to our home? No, we are not happy about that.

8. The notice of public hearing that we received in the mail is dated August 13, 2021, but we did not receive the notice in the mail until August 19, 2021. In the notice it states "Comments received by August 20, 2021, will be included in agenda packets for the meetings." So we were given one day to check our mail and provide comments, otherwise they wouldn't be included in the public materials for the community to see? We should have been given more time to read the notice, request and review the documents, and submit our comments in opposition. I don't know if that was planned that way or not (I really hope it wasn't), but it seems like a raw deal.

Please know that me and my wife are seriously disappointed in the way this development is being handled. It would be shameful if City Council allows this to move forward as is. It is wrong to place the interests of folks who don't even live in this community ahead of the taxpaying members of this community. Luckily, the plan hasn't been finalized and you still have time to make this right by requiring a modification to the plans. We hope you make the right choice and correct this travesty.

Sincerely,

Matt Milam

From: Heather Daoust
To: Laura Mueller
Cc: Andrea Cunningham
Subject: For the City Council Meeting on Tuesday
Date: Wednesday, September 1, 2021 9:55:05 PM
Attachments: Petition_Comments.pdf
Petition_Double L.pdf
Petition_Relocation of proposed Double L Ranch high.pdf

Hi Laura, I was the woman in the city offices this morning reviewing the maps of Anarene /Double L Ranch. Thank you for answering my many questions. Everyone at the City has been so helpful and kind (Hi Andrea!).

I've attached a few files that show the list of residents who have signed our petition against the high-density housing being located at the border of Founders Ridge and Legacy Trails, as well as their public comments and a description of what we are requesting. Some of the residents on the signature file are shown to have locations outside of Dripping Springs and Austin. I discovered that if they signed through a link on their phone or if their computer is registered in another town, the petition website automatically loaded those locations.

These signatures represent people in our local community who are against the proposed location of the patio/garden homes, as well as the highway just on the other side of them. Please let me know if I can provide further information.
I'd really appreciate it if these comments and the petition were shared with the Double L Developers as well as the City Council in preparation for the next meeting.

Thank you! See you on Tuesday.

Heather Daoust
Your source for family fun in the Texas Hill Country!
http://www.drippingwithkidsblog.com

Relocation of proposed Double L Ranch high-density housing

Heather Daoust started this petition to Dripping Springs City Council

The developer of Double L Ranch is proposing to build garden homes (high density housing) on 35' lots very close to the Founders Ridge and Legacy Trails communities. As residents in these areas, we object to this plan and propose that these garden homes and any other high-density housing be placed well within the Double L Ranch subdivision, surrounded by that specific community of homes. These types of properties should exist within the development proposing to build them, rather than financially harming existing Dripping Springs residents. With the current plan as presented, the value of existing properties in Founders Ridge and Legacy Trails will be negatively affected. Additionally, the area right behind Legacy Trails is a flood zone, so the builder will have to build these garden homes up on elevated foundations, which will diminish the hill country views that current residents paid premiums for.

Also, as it is now, we hear very little traffic noise from RR 12. With the addition of a 4-lane highway essentially right next to our homes, we have concern that the traffic noise is going to be considerably worse and will greatly reduce our quality of life, while also presenting potential dangers to our small children, teenage drivers, and pets.

As a community, we stand against this proposal, and we will not allow a developer to cause the current residents in our neighborhoods to suffer. We sign this petition so that you know that our voices wish to be heard by the Dripping Springs City Council and the developers encroaching upon our community and our current quality of life here.

PETITION SIGNATURES - Relocation of Proposed Double L Ranch High-Density Housing

	Name	City	State	Postal Code	Country	Signed On
1	Heather Daoust	Dripping Springs	TX	78620	US	8/27/2021
2	Evan Erdelac	Dripping Springs	TX	78620	US	8/27/2021
3	Wesley Daoust	Dripping Springs	TX	78620	US	8/27/2021
4	Nathan Tran	Dripping springs	TX	78620	US	8/27/2021
5	Monica Davis	Dripping springs	TX	78620	US	8/27/2021
6	Kyle Hundley	Dripping Springs	TX	78620	US	8/27/2021
7	Braden Shirley	Dripping Springs	TX	78620	US	8/27/2021
8	Farrah Trussoni	Dripping Springs	TX	78620	US	8/27/2021
9	Laina Klein	Dripping Springs	TX	78620	US	8/27/2021
10	Robert Davis	Dripping Springs	TX	78620	US	8/27/2021
11	Ty Fuller	Dripping Springs	TX	78620	US	8/27/2021
12	Anna Kelley	Austin	TX	78737	US	8/27/2021
13	Lauren Milam	Dripping Springs	TX	78620	US	8/27/2021
14	Lisa James	Austin	TX	78620	US	8/27/2021
15	Casey Campbell	Dripping springs	TX	78620	US	8/27/2021
16	Michele Mori	Austin	TX	78749	US	8/27/2021
17	Raegan Hirvela	Dripping Springs	TX	78620	US	8/27/2021
18	Susan Murrell	Austin	TX	78749	US	8/27/2021
19	Helen Griffith	Dripping Springs	TX	78620	US	8/27/2021
20	Mark Groszek	Dripping Springs	TX	78620	US	8/27/2021
21	Patricia Kelly	Dripping Springs	TX	78620	US	8/27/2021
22	Agnieszka Collins	Dripping Springs	TX	78620	US	8/27/2021
23	Ritesh Ghody	Houston	TX	77077	US	8/27/2021
24	Kayla Broussard	Dripping springs	TX	78620	US	8/27/2021
25	Prisha Patel	Detroit	MI	48219	US	8/27/2021
26	Derek Fisher	Dripping Springs	TX	78620	US	8/27/2021
27	Rebecca Smart	Austin	TX	78749	US	8/27/2021
28	Kathy Seitz	Dripping Springs	TX	28601	US	8/27/2021
29	Matt Milam	Dripping Springs	TX	78620	US	8/27/2021
30	Lauren Mcnair	Dripping springs	TX	78620	US	8/27/2021
31	Lilly Hovre	San Marcos	TX	78666	US	8/27/2021

32	Ellie Hovre	Dripping springs		78620	US	8/27/2021
33	Heidi Hovre	Winter Gardens	FL	34787	US	8/27/2021
34	Rachel Zetnick	Houston	TX	77003	US	8/27/2021
35	Jamie Harris	Dripping springs	TX	78620	US	8/27/2021
36	Kimberly Gray	Dripping Springs	TX	78620	US	8/27/2021
37	Irene Harrell	Dripping Springs	TX	78620	US	8/27/2021
38	Luis Pagan	Dripping Springs	TX	78620	US	8/27/2021
39	Rebecca Pagan	Dripping Springs	TX	78620	US	8/27/2021
40	Sarah Shirley	Dripping Springs	TX	78620	US	8/27/2021
41	Fran Nations	Dripping Springs	TX	78620	US	8/27/2021
42	Lauren Miller	Dripping Springs	TX	78620	US	8/27/2021
43	Steve Simank	Dripping Springs	TX	78620	US	8/27/2021
44	Emma Louise	Austin	TX	78749	US	8/27/2021
45	Megan Zetnick	Dripping Springs	TX	78620	US	8/27/2021
46	Linda Reardon	Austin	TX	78704	US	8/27/2021
47	Amanda Hurley	Dripping Springs	TX	78620	US	8/27/2021
48	Tammi Markiewicz	Dripping Springs	TX	78620	US	8/27/2021
49	Mitzi Hovre	Dripping Springs	TX	78620	US	8/27/2021
50	April Demeo	Dripping Springs	TX	78620	US	8/27/2021
51	Courtney Schmidt	Dripping Springs	TX	78620	US	8/27/2021
52	Mauricio Guillen Torelli	Dripping Springs	TX	78620	US	8/27/2021
53	Renee Curfman	Dripping Springs	TX	78620	US	8/27/2021
54	Myles Phelps	Dripping springs	TX	78620	US	8/27/2021
55	Kyle Evans	DRIPPING SPRINGS	TX	78520	US	8/27/2021
56	Vamshi Chelivendri	Dripping Springs	TX	78620	US	8/27/2021
57	Anthony Rodriguez	Austin	TX	78737	US	8/27/2021
58	Emily Andersen	Austin	TX	78737	US	8/27/2021
59	Oakley Smith	Dripping Springs	TX	78620	US	8/27/2021
60	Prathima Lalkota	Austin	TX	78745	US	8/27/2021
61	Graham Miller	Dripping Springs	TX	78620	US	8/27/2021
62	Kylie Valentine	Dripping Springs	TX	78620	US	8/27/2021
63	Madeline Griffin	Driftwood	TX	78739	US	8/27/2021
64	Bruce Mori	Austin	TX	78620	US	8/27/2021
65	Sarah Mori	Dripping springs	TX	78620	US	8/27/2021

66	Brian Link	Dripping Springs	TX	78620	US	8/27/2021
67	Karina Branham	Houston	TX	77056	US	8/27/2021
68	Josh Urban	Austin	TX	78620	US	8/27/2021
69	William Seitz	Austin	TX	78749	US	8/27/2021
70	Journey Urban	San Antonio	TX	78247	US	8/27/2021
71	Matthew Dugan	Austin	TX	78620	US	8/27/2021
72	Kara Erdelac	Dripping Springs	TX	78620	US	8/27/2021
73	Valerie Simank	Austin	TX	78620	US	8/27/2021
74	Chelsea White	Austin	TX	78620	US	8/27/2021
75	Cameron Broussard	Austin	TX	78748	US	8/27/2021
76	Erin Cooper	Dripping Springs	TX	78620	US	8/27/2021
77	Ellen Blazek	Austin	TX	78717	US	8/27/2021
78	Zora Dugan	Dripping Springs	TX	20854	US	8/27/2021
79	Melissa Banks	Austin	TX	78749	US	8/27/2021
80	Sean Snyder	Dripping Springs	TX	78620	US	8/27/2021
81	Sara Carlson	Austin	TX	78735	US	8/27/2021
82	Matthew Carlson	Dripping Springs	TX	78620	US	8/27/2021
83	Gretchen Shepard	Austin	TX	78620	US	8/27/2021
84	Amanda Grimm	Dripping Springs	TX	78620	US	8/27/2021
85	Sean Kannaly	Austin	TX	78749	US	8/27/2021
86	Robert Maldonado	Austin	TX	78737	US	8/27/2021
87	Jennifer Gray	Dripping Springs	TX	78620	US	8/27/2021
88	Katherine Parmeson	Austin	TX	78620	US	8/27/2021
89	Amber Crable	Austin	TX	78738	US	8/27/2021
90	Janie Ruiz	Dripping Springs	TX	78620	US	8/27/2021
91	Juan Llerena	Dripping Springs	TX	7	US	8/27/2021
92	Dorothy Mohammed	Austin	TX	78620	US	8/27/2021
93	Robert Markieiwcz	Dripping Springs	TX	78620	US	8/27/2021
94	Linda Riddle	Dripping Springs	TX	78620	US	8/27/2021
95	Katie Mueller	Dripping Springs	TX	78620	US	8/27/2021
96	Mary Burke	Austin	TX	78749	US	8/27/2021
97	Jon Smart	Dripping Springs	TX	78620	US	8/27/2021
98	Ashley Oldham	Dripping Springs	TX	78620	US	8/27/2021
99	Valerie Brown	Dripping Springs	TX	78620	US	8/27/2021

100	Ali Mohammed	Austin	TX	78620	US	8/27/2021
101	Michael Massie	Dripping Springs	TX	78620	US	8/27/2021
102	Madeleine Connolly	Austin	TX	78749	US	8/27/2021
103	Curtis Mueller	Dripping Springs	TX	78620	US	8/27/2021
104	Margareth Ortiz Gutierr	Dripping Springs	TX	78620	US	8/27/2021
105	Monica Boyle	Dripping Springs	TX	78620	US	8/27/2021
106	Lynda Zetnick	Fort Worth	TX	76108	US	8/27/2021
107	Courtney Grable	Lake Jackson	TX	77566	US	8/27/2021
108	Chloe Fryns	Lowell	MA	1852	US	8/27/2021
109	Janet Musgrove	Dripping Springs	TX	78620	US	8/27/2021
110	Robert Musgrove	Dripping Springs	TX	78620	US	8/27/2021
111	Holly Demro	Austin	TX	78620	US	8/27/2021
112	jordan levin	Pacoima		91331	US	8/27/2021
113	Adam Gray	Austin	TX	78749	US	8/27/2021
114	Nichole Street	Austin	TX	78749	US	8/27/2021
115	Angee Cornick	Austin	TX	78735	US	8/27/2021
116	Wylie Fraze	Houston	TX	77042	US	8/27/2021
117	Kimberly Gray	Dripping Springs	TX	78620	US	8/27/2021
118	Jennifer Dowdy	Dripping Springs	TX	78620	US	8/27/2021
119	Lindsey August	Dripping Springs	TX	78620	US	8/27/2021
120	Ryan Gavieres	Vallejo		94591	US	8/27/2021
121	Rosa Ruiz	Dripping Springs	TX	78620	US	8/27/2021
122	Rebekah Gatlin	Dripping Springs	TX	78620	US	8/27/2021
123	Lexi W				US	8/27/2021
124	Rubi Camargo	Bartlett	IL	60103	US	8/27/2021
125	Dasha Grot	Austin	TX	78735	US	8/27/2021
126	Owen Laracuente	Dripping Springs	TX	78765	US	8/27/2021
127	Adam Kaluba	Burleson	TX	76028	US	8/27/2021
128	Austin Ward	Corvallis	OR	97330	US	8/27/2021
129	Whitney Phelps	Austin	TX	78749	US	8/27/2021
130	carl kovacs	Adona		72070	US	8/27/2021
131	farah hallal	Chandler		85286	US	8/27/2021
132	Sherry Fisher	Austin	TX	78749	US	8/27/2021
133	Jennifer Goode	Dripping springs	TX	78620	US	8/27/2021

134	Anne Davison	Austin	TX	78620	US	8/27/2021
135	Shireen Ordway	Dripping springs	TX	78620	US	8/27/2021
136	Lauren Crim	Austin	TX	78735	US	8/27/2021
137	Bill Tyler	Dripping Springs	TX	78620	US	8/28/2021
138	Kalen Arnold	Dripping Springs	TX	78620	US	8/28/2021
139	jamie savage	Austin	TX		US	8/28/2021
140	Kelly Reder	Austin	TX	78620	US	8/28/2021
141	Cortni Reid	Austin	TX	78620	US	8/28/2021
142	lizzy miser	Austin	TX	78737	US	8/28/2021
143	Cole Thompson	Dripping Springs	TX	78620	US	8/28/2021
144	Frederick Jones	Macomb	MI	48042	US	8/28/2021
145	Briana Huhn	Austin	TX	78737	US	8/28/2021
146	Steve Rapp	Dripping Springs	TX	78620	US	8/28/2021
147	Shauna Dunlap	Dripping springs	TX	78745	US	8/28/2021
148	Tony Kamel	Dripping Springs	TX	78620	US	8/28/2021
149	Nichole Bonnett	Dripping Springs	TX	78620	US	8/28/2021
150	Mackenzie George	Dripping Springs	TX	78620	US	8/28/2021
151	Karen Richards	Dripping Springs	TX	78620	US	8/28/2021
152	Nomar Bodon	Austin	TX	78737	US	8/28/2021
153	Ava Russell	Austin	TX	78753	US	8/28/2021
154	kristen weathers	Austin	TX	78737	US	8/28/2021
155	David Mann	Dripping Springs	TX	78620	US	8/28/2021
156	Mark Bennett	Austin	TX	78708	US	8/28/2021
157	Rachel Rhoads	Austin	TX	78620	US	8/28/2021
158	Virginia Rice	Austin	TX	78749	US	8/28/2021
159	Amanda Smith	Austin	TX	78737	US	8/28/2021
160	Tamara Reynolds	Dripping Springs	TX	78620	US	8/28/2021
161	Brenton Maddox	Dripping spring	TX	78620	US	8/28/2021
162	Allison Fuller	Dripping Springs	TX	78620	US	8/28/2021
163	Billie Jo Sage	Dripping Springs	TX	78620	US	8/28/2021
164	Gethsemani Palacios	Dripping Springs	TX	78620	US	8/28/2021
165	Joan Minton	Austin	TX	78737	US	8/28/2021
166	Rebecca Evans	Dripping Springs	TX	78620	US	8/28/2021
167	Julie LaChance	Austin	TX	78749	US	8/28/2021

168	Julia Van Buskirk	Austin	TX	78737	US	8/28/2021
169	Scott Crim	Austin	TX	78736	US	8/28/2021
170	Kate Sexton	Dripping Springs	TX	78620	US	8/28/2021
171	Laura Colburn	Austin	TX	78737	US	8/28/2021
172	Kathleen M Irwin	Austin	TX	78749	US	8/28/2021
173	Robin Sawoska	Austin	TX	78737	US	8/28/2021
174	Michelle Roddy	Greenville		29609	US	8/28/2021
175	Mike Cohen	Austin	TX	78737	US	8/28/2021
176	Tracy Harber	Driftwood	TX	78619	US	8/28/2021
177	Allison wilcox	dripping springs	TX	78620	US	8/28/2021
178	Lona Appleby	Ann Arbor	MI	48104	US	8/28/2021
179	Christine Geseking	Dripping Springs	TX	78620	US	8/28/2021
180	Sharyn Doerwald	Charlotte	NC	28269	US	8/28/2021
181	Heudu Marhofer	Dripping Springs	TX	78620	US	8/28/2021
182	Robert Turanyi	Dripping Springs	TX	78620	US	8/28/2021
183	Jeanie Collier	Austin	TX	78749	US	8/28/2021
184	James Brown	Dripping Springs	TX	78620	US	8/28/2021
185	Matt Hughes	Dripping Springs	TX	78620	US	8/28/2021
186	Dawn Stillwell	Dripping Springs	TX	78620	US	8/28/2021
187	Janice Vieira	Dripping Springs	TX	78620	US	8/28/2021
188	Cheryl Turanyi	Dripping Springs	TX	78620	US	8/28/2021
189	Ashlee Jones	Dripping Springs	TX	78620	US	8/28/2021
190	Michelle Abbott	Austin	TX	78749	US	8/28/2021
191	Kathryn Carhartt	Driftwood	TX	78619	US	8/28/2021
192	Roberta Riley	Leakey	TX	78873	US	8/28/2021
193	Cindy Minton	Austin	TX	78737	US	8/28/2021
194	Connie Robertson	Dripping Springs	TX	78620	US	8/28/2021
195	Emily Saculla	Austin	TX	78737	US	8/28/2021
196	Josh Rubbicco	Dripping Springs	TX	78620	US	8/28/2021
197	Kellye Daniel	Austin	TX	78737	US	8/28/2021
198	Heather Morrison	Dripping Springs	TX	78620	US	8/28/2021
199	Janice Englehart	Austin	TX	78737	US	8/28/2021
200	Mandi Suellentrop	Bulverde	TX	78163	US	8/28/2021
201	Kathryn Ducker	Dripping Springs	TX	78620	US	8/28/2021

202	Sarah Mutchler	Kyle	TX	78640	US	8/28/2021
203	Kwynn Brigjt	Austin	TX	78620	US	8/28/2021
204	Sarah Bale	Grand Prairie	TX	75050	US	8/28/2021
205	Kim Shelly	Dripping Springs	TX	78620	US	8/28/2021
206	Lori Kelley	Austin	TX	78749	US	8/28/2021
207	Geoffrey Haack	Dripping Springs	TX	78620	US	8/28/2021
208	Luisa Leon	Morgan Hill	CA	95037	US	8/28/2021
209	christopher joseph chal	Spring Hill		34609	US	8/28/2021
210	Tara Seale	Dripping Springs	TX	78620	US	8/28/2021
211	Amy V	Dripping Springs	TX	78620	US	8/28/2021
212	Amy Horowitz	Austin	TX	78737	US	8/28/2021
213	Kevin Vargo	Austin	TX	78737	US	8/28/2021
214	Natalia Kannaly	Austin	TX	78620	US	8/28/2021
215	Sheetal Kulkarni	Austin	TX	78737	US	8/28/2021
216	Trisha Kimes	Austin	TX	78753	US	8/28/2021
217	Dean Hunt	Austin	TX	78738	US	8/28/2021
218	Betheney Blackwell	Johnson City	TX	78636	US	8/28/2021
219	Alisa Durbin	Dripping Springs	TX	78620	US	8/28/2021
220	Madysen Nurmi	Round Rock	TX	78664	US	8/28/2021
221	Jody Castano	Dripping Springs	TX	78620	US	8/28/2021
222	Tisha Mackey	Austin	TX	78737	US	8/28/2021
223	Jane Philips	Austin	TX	78737	US	8/28/2021
224	Laura Johnson	Austin	TX	78737	US	8/28/2021
225	Marissa Montes	Dripping Springs	TX	78620	US	8/28/2021
226	Patricia Arvidson	Dripping Springs	TX	78620	US	8/28/2021
227	Jill Powell	Austin	TX	78620	US	8/28/2021
228	Mackenzie Clarno	Austin	TX	78737	US	8/28/2021
229	Kadie Weyer	Dripping Springs	TX	78620	US	8/28/2021
230	Scott Ely	Austin	TX	78734	US	8/28/2021
231	Gina Bisett	Dripping Springs	TX	78620	US	8/28/2021
232	Inna Boren	Dripping Springs TX	TX	78620	US	8/28/2021
233	Nicole Bergeron	Yukon	OK	73099	US	8/28/2021
234	Victoria Stults	Austin	TX	78741	US	8/28/2021
235	Mary vaslet	Dripping springs	TX	78620	US	8/28/2021

236	Claudia Kahle	Dripping Springs	TX	78620	US	8/28/2021
237	Aimee Friesenhahn	Austin		78737	US	8/28/2021
238	Lanae Banks	Spicewood	TX	78669	US	8/28/2021
239	Barbara Jones	Macomb	MI	48042	US	8/28/2021
240	Roy Logan	Austin	TX	78735	US	8/28/2021
241	Dave Trotter	Dripping Springs	TX	78620	US	8/28/2021
242	Steve Johnson	Dripping Springs	TX	78620	US	8/28/2021
243	Karen Hartnett	Austin	TX	78749	US	8/28/2021
244	Maria del Pilar Angulo	Austin	TX	78745	US	8/28/2021
245	J Cortinas	Dripping Springs	TX	78620	US	8/28/2021
246	Karri Frey	Dripping Springs	TX	78620	US	8/28/2021
247	Connie Langford	Dripping Springs	TX	78620	US	8/28/2021
248	Becky Artaserse	Austin	TX	78729	US	8/28/2021
249	Scott Hopkins	Dripping Springs	TX	78620	US	8/28/2021
250	Rob Hanigan	Dripping Springs	TX	78620	US	8/28/2021
251	Josh Crawford	Austin	TX	78737	US	8/28/2021
252	Cathy Betts	Austin	TX	78735	US	8/28/2021
253	Jenna Doantiello	Austin	TX	78736	US	8/28/2021
254	Alan Higgerson	Dripping Springs	TX	78620	US	8/28/2021
255	Nicole Maddox	Dripping Springs	TX	78620	US	8/28/2021
256	Mark Gordon	Austin	TX	78749	US	8/28/2021
257	Tera snyder	Austin	TX	78737	US	8/28/2021
258	Pink Paisley	Charlotte		28215	US	8/28/2021
259	Karla Reyes	Colton		92325	US	8/28/2021
260	Christopher Charbonea	Austin	TX	78759	US	8/28/2021
261	Laura Rayburn	Dripping Springs	TX	78620	US	8/28/2021
262	Ralph Daniel	Dripping Springs	TX	78620	US	8/28/2021
263	Martha Bowen	Dripping Springs	TX	78620	US	8/28/2021
264	Patricia Firkser	Austin	TX	78737	US	8/28/2021
265	carrie napiorkowski	Dripping Springs	TX	78737	US	8/28/2021
266	Crissy Kinley	Driftwood	TX	78619	US	8/28/2021
267	Derek Ytreeide	Dripping Springs	TX		US	8/28/2021
268	Dede Amoah	Wesley Chapel		33544	US	8/28/2021
269	Carol Dunnigan	Dripping Springs	TX	78620	US	8/28/2021

270	kris anglin	Dripping Springs	TX	78620	US	8/28/2021
271	Colette Kraham	Austin	TX	78737	US	8/28/2021
272	Rosemary Willcox	Dripping Springs	TX	78620	US	8/28/2021
273	Dick Beach	Chicago		60605	US	8/28/2021
274	Felipe Mendoza	Austin	TX	78737	US	8/28/2021
275	Ed King	Dripping Springs	TX	78620	US	8/28/2021
276	Jenna Edwards	Austin	TX	78747	US	8/28/2021
277	Andrea Hollingshead	Dripping Springs	TX	78620	US	8/28/2021
278	Jaden Cosgrove	cleveland		44121	US	8/28/2021
279	Cynthia Cox	Dripping Springs	TX	78620	US	8/28/2021
280	Jennifer Clarner	DRIPPING SPRINGS	TX	78620	US	8/29/2021
281	Ben Ingram	Austin	TX	78737	US	8/29/2021
282	Hailey Ingram	Austin	TX	78737	US	8/29/2021
283	Shelley Nathan	Austin	TX	78749	US	8/29/2021
284	Karyna Donley	Dripping Springs	TX	78620	US	8/29/2021
285	Lindsay Hearne	Dripping Springs	TX	78620	US	8/29/2021
286	Pamela Lewis	Dripping Springs	TX	78620	US	8/29/2021
287	Brenda Davenport	Austin	TX	78737	US	8/29/2021
288	Samantha Morones	Austin	TX	78735	US	8/29/2021
289	Codi Hartman	Austin	TX	78749	US	8/29/2021
290	Angela Griffith	Dripping Springs	TX	78620	US	8/29/2021
291	Mary Stewart	Dripping Springs	TX	78620	US	8/29/2021
292	Renate McCollum	Dripping Springs	TX	78620	US	8/29/2021
293	Lorra Wright	Charlotte		28205	US	8/29/2021
294	Chelsea garnett	Dripping Springs	TX	78620	US	8/29/2021
295	Brenda Crim	Dripping Springs	TX	78620	US	8/29/2021
296	Henry Brooks	Dripping Springs	TX	78620	US	8/29/2021
297	Louise Wilson	Wimberley	TX	78676	US	8/29/2021
298	Oleg Zhoglo	Dripping Springs	TX	78620	US	8/29/2021
299	Latoya McAllister	Orlando		32839	US	8/30/2021
300	Georgia Fontana	Austin	TX	78735	US	8/30/2021
301	Caryl Dore	Dripping Springs	TX	78620	US	8/30/2021
302	Brina Vazquez	Dripping Springs	TX	78620	US	8/30/2021
303	Ryan Sepeda	Dripping Springs	TX	78620	US	8/30/2021

304	Sharon Hall	Dripping Springs	TX	78620	US	8/30/2021
305	Zyad Elchmaissani	Dripping Springs	TX	78620	US	8/30/2021
306	Sharman Das	Frisco	TX	75035	US	8/30/2021
307	Mary Linton	Austin	TX	78759	US	8/30/2021
308	Kaccee Cox	Austin	TX	78735	US	8/30/2021
309	Jessie Scott	Austin	TX	78735	US	8/30/2021
310	Kyle Hollingshead	Austin	TX	78736	US	8/30/2021
311	Kelly Haskell	Austin	TX	78737	US	8/30/2021
312	William Collins	Dripping Springs	TX	78620	US	8/30/2021
313	Ashley Sanchez	Mount Prospect		60056	US	8/30/2021
314	Calla Nyboer	Dripping Springs	TX	78620	US	8/30/2021
315	Tanya Waller	Dripping Springs	TX	78620	US	8/30/2021
316	caleb nyboer	nunica	MI	49448	US	8/30/2021
317	Ethan Hiller	San Marcos	TX	78666	US	8/30/2021
318	Wayne Giffin	Austin	TX	78620	US	8/30/2021
319	mercy lee	Grand Junction		81501	US	8/31/2021
320	Kennedy Lamphier	Iowa City		52240	US	8/31/2021
321	Donna Giffin	Dripping Springs	TX	78620	US	8/31/2021
322	Robert Ortiz	San Francisco		94945	US	8/31/2021
323	Aundra Edwards	Santa Fe		87507	US	8/31/2021
324	Joe L Walker	Dripping Springs	TX	78620	US	8/31/2021
325	Richard Rensing	Mckinney		75070	US	8/31/2021
326	James Nations	Dripping Springs	TX	78620	US	8/31/2021
327	Alicia Maske	Austin	TX	78620	US	8/31/2021
328	Steven Maske	Austin	TX	78704	US	8/31/2021
329	Taylor Green	Blanco		78606	US	8/31/2021
330	Lauren Feeley	Dripping Springs	TX	78620	US	8/31/2021
331	Alexander Bewley	Cleveland		44134	US	8/31/2021
332	Colton Markiewicz	Dripping Springs	TX	78620	US	9/1/2021
333	Kimber Markiewicz	Dripping Springs	TX	78620	US	9/1/2021
334	Dylan Emery	Hainesport		8036	US	9/1/2021
335	Krazy Keith	McKinney		75070	US	9/1/2021
336	Chayse Horning	Canton		44718	US	9/1/2021
337	Shawn Novak	San Antonio	TX	78260	US	9/1/2021

338	Michael Feeley	Dripping Springs	TX	78620	US	9/1/2021
339	Sheldon Smith	Erie		16501	US	9/1/2021
340	G Crider	Dripping Springs	TX	78620	US	9/1/2021
341	Eveline Adams	Dripping Springs	TX	78620	US	9/1/2021
342	Steven Adams	Austin	TX	78749	US	9/1/2021

PETITION COMMENTS

Ellie Hovre

"We have a house that
looks out to this land."

Tammi Markiewicz

"I am greatly disappointed with the proposed high density houses being built behind my home. While I understand the need for this type of home in the community, why on earth would you put that directly behind homes like FR and LT?! Poor planning in my opinion. If you lived here you would be upset too."

Kara Erdelac

"This directly affects the neighborhood I moved into, where we bought a home because we loved the space
between homes. This will be an eyesore and just add to the already congested traffic in the area."

Holly Demro

"This new community will greatly affect me and the others on the north side of Founders Ridge. We paid a higher premium
for our lit with a green belt view and would like it to stay that way. I don't want to be looking at 40 backyards ."

Lilly Anna

"We live in legacy trails and have the beautiful view, that will back up right to these
awful tiny houses!!! We won't have a pretty view for long if this happens"

Nichole Bonnett

"This is an awful use of
our land!!"

Virginia Rice

"Dripping Springs has been completely over run. Stop
building, not enough water hee for more homes."

PETITION COMMENTS

Julie LaChance

"Destroying the reason most people make Dripping Springs their home. Stop trying overpopulate this beautiful small town."

Julia Van Buskirk

"Overdevelopment of the land taxes the limited resources out here. It's created water challenges, energy challenges, school challenges, traffic challenges, etc."

Scott Crim

"If the city of Dripping Springs allows this to go through

We will only end up with Belterra:

Two Rooftops as far as the eye can see

That doesn't sound like a hill country view to me

Near wandering deer and grazing cows

I planted my roots and built my house

I document the storms as they roll in from the west

The golden hour sunsets are simply the best

If houses are built close together how is there space?

You don't have to build that many homes; this isn't a race

Remember that rain a few lines before?

It will ruin the garden homes because run-off is poor

"I'll build them higher!" The developer shouts with their hands

Not caring about the affect on the lands

A lonely flashing stop light blinks near the school

PETITION COMMENTS

No longer at night due to construction and noisy tools

We do need more homes. We get it; we really do.

We don't need views of backyards and rooftops from Belterra:

Two Open spaces? Friendly faces?

You will have to change your tagline due to so many places

If you truly want the views you would encourage them to stay

Not disheartening your residents by taking them away

Please do the right thing; I pray that you do

Please don't overbuild Belterra: Two”

James Brown

"There are solutions to this problem
that do not harm existing residents."

Ashlee Jones

"I live near this development and would be negatively impacted by reduced quality of
life and property values, and increased traffic, noise and safety concerns."

Sarah Bale

"The city needs to hold all future developers
accountable for infrastructure, or limit development."

Lauren Crim

"When we moved to Dripping Springs, we chose a community that backs up to the countryside, and it has immensely improved our quality of life and

our children’s lives. We knew there would be future development - and we’re ok with that - but we were promised a 300 ft buffer and paid a

lot premium for that view and buffer. You can build patio homes within the community without diminishing the quality

of the surrounding neighborhoods and plummeting property values."

PETITION COMMENTS

Dean Hunt

"I disagree with this."

carrie napiorkowski

"This is a traffic & safety &
security nightmare!"

Henry Brooks

"I have been a neighbor of the "LL Ranch" all my life and I think their massive high intensity development plan represents petty greed and total disregard for the long term quality of life in Dripping Springs and the Hill Country in general. None of the Hills involved even live around here as far as I know and they feel free to almost single handedly urbanize our community with no remorse."

Tanya Waller

"The beautiful landscape of Dripping The beauty of Dripping Springs is being ruined by all these cookie-cutter subdivisions, and the proposed type of building would be even more unsightly and hurt existing home values, not to mention add to our over-traveled roads and over stressed water supply and drainage issues."

Alicia Maske

"To protect our natural resources, existing homes and people's lives. New housing is needed with job growths, BUT with a well-planned limit.

1. We don't want droughts from overcrowding the area and overdrawing on the water table.

2. Ruining the buffer zones will cause improper drainage and lead to flooding elsewhere. These new houses will be in severe danger of flooding anyway.

3. It will cause previous proper drainage courses to be rerouted placing other homes/people that were not in harm's way to now be in severe danger.

4. Folks who already bought their homes based on set plans for the area will be robbed of their view/trees natural landscape etc. which is what they paid for.

5. Birds and other wildlife need these buffer zones as natural habitats to survive."

From: Irene Harrell
To: Andrea Cunningham; Laura Mueller
Cc: planning@cityofdrippingsprings
Subject: Opposed: Proposed Change to the Anarene Development
Date: Friday, September 3, 2021 2:05:12 PM

City Council, Planners and Anarene Developers,

I rent at 295 Pecos River Crossing and also building a home at 118 Osage Court in Founder's Ridge. I have lived here 18 months. Previously I have lived in the communities of Galand, Plano and McKinney, TX and Peasant Hill, MO. I have seen all kinds of community planning and lack of it. The best I experienced was Stonebridge in McKinney developed by Newland properties with multiple builders. My profession is experience design.

For the Anarene project, I have taken time to talk to neighbors and reviewed the plans at City Hall. I've signed the petition to move the garden homes to within the development.

There are some attributes to this plan that negatively impact the home values, esthetics, noise and ecology of the existing developments. I understand you are offering the city additional parks, trails and roads; however, your plan should not negatively impact current developments with existing tax payers. Please consider the following adjustments to the Anarene/Double L Amended Development Agreement. All of these are principles and do not include any specific metrics. I oppose the current plan and ask for the following changes with follow-up negotiation.

1.) Move the garden homes adjacent to Founder's Ridge and Legacy Trails to within the Anarene development

* Follow the lead of Belterra and other quality developments that have higher density villages closer to the retail, commercial and amenity centers. Buyers of garden homes expect smaller yards but more convenient access to amenities. Garden homes can be styled around ecologically friendly green spaces, parks and amenities and not set up like row houses. This still meets the need of more affordable houses without taking away aesthetics. Proximity to commercial and amenity centers focuses on the lifestyle of less maintenance, "lock and leave" and walkability/accessibility. It keeps higher traffic areas toward the front of the development.
* The current plan has garden homes lined up against the property line of Founder's Ridge with minimal greenbelt. This will most likely obstruct views, intrude on privacy and negatively affect resale value of current properties. Considering topography, garden homes will have to be built up on elevated foundations looking down into homes that already have pools and backyard entertainment areas, especially if the garden homes are two-story on top of

elevated foundation.

* Big Sky Ranch's density has created a parking lot of homes and cars. Big Sky is very close to our development already increasing traffic and school burden. That is a highly disproportionate quantity of high-density housing so close to Founder's Ridge and Legacy Trails.

2.) Increase the natural vegetation boundaries between the developments similar to the native greenbelts between Legacy Trails and Founder's Ridge.

* The native vegetation provides irreplaceable natural habitat for eco-friendly dark sky Dripping Springs. We need to keep bird habitats along with dark sky. We want to keep our small animals and the irreplaceable beauty of mature oaks as well as the drainage benefit and visual and sound buffer. It is a pleasure to walk the shaded mulch trails with dogs and kids and see an occasional fox, armadillo, roadrunner, jackrabbit, squirrel and even deer. Our native oaks are beautiful. There is a place for manicured parks and playgrounds as well, but the native greenbelts are irreplaceable natural assets. Potential Anarene buyers will be looking at Belterra, Caliterra, Parten Ranch, Arrowhead Ranch and other developments as they make their selections. We ask that you keep a nice depth of natural fence line vegetation between the communities.

* The elevations are such that if dense housing is placed there, the drainage to Founder's Ridge could lead to constant erosion. Our mulch trail amenity that runs along the gas line could be repeatedly washout and be a source of constant repair. No amount of sod will hold the heavy rains that will channel between narrow shaded rows of side yards. Pooling, washouts and ugly yards develop. To prevent this, please consider widening the greenbelts. Founder's Ridge residents paid premiums for greenbelt lots. Anarene buyers will appreciate the greenbelts as well.

3.) Respect current home densities when building adjacent to existing developments so they are of equal or less density than existing neighborhoods.

* This is an amended agreement. I understand these garden homes were put along another existing development that rejected the initial plan, so these concerns have probably been heard before.

* Please build homes of equal or more density to Founders and Legacy. We also expect lot backyard depth to be similar.

With greenbelts and equitable lot depth and width, this keeps property values, minimizes water erosion, balances ecology and community, maintains a certain level of privacy, more equitably distributes traffic and noise.

I would like some time on the agenda to cover the main points of this letter.

In the future, please facilitate preliminary discussions with current HOAs and those affected before plans are so near completion. The timing of these discussions leaves little consideration of current tax payers and doesn't allow for the free flow of ideas and creative conflict resolution.
I also suggest the city consider density guidelines for new developments adjacent to existing ones.

I am willing to be a part of future discussions on this amended plan. Thank you for your consideration.

Irene Harrell
295 Pecos River Crossing

972-898-0485

DRIPPING SPRINGS
Texas

August 13, 2021

NOTICE OF PUBLIC HEARING FOR A DEVELOPMENT AGREEMENT APPLICATION CASE #: DA2020-0002: ANARENE/DOUBLE L AMENDED DEVELOPMENT AGREEMENT

You are receiving this notice because according to the Hays Central Appraisal District's property tax rolls, you own property within 300 feet of property that is the subject of a proposed application for DA2020-0002 Anarene/Double L Amended and Restated Development Agreement.

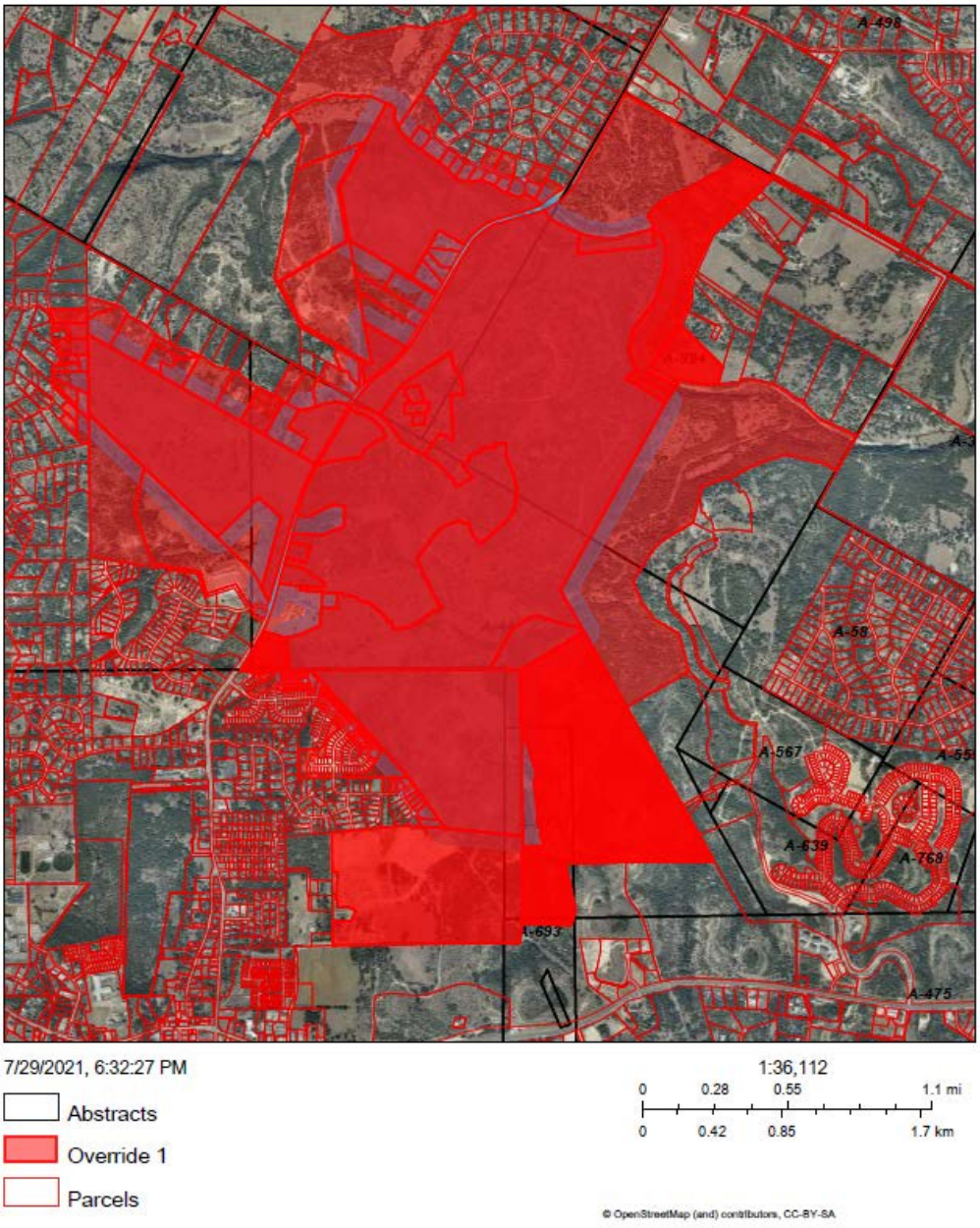
Public Hearings will be held at the City of Dripping Springs Planning & Zoning Commission meeting at 6:30 p.m. on August 24, 2021 and at the City Council meeting at 6:00 p.m. on September 7, 2021 at Dripping Springs City Hall, 511 Mercer Street, Dripping Springs, Texas, to consider an amended and restated development agreement for Anarene/Double L, located along RR12 and north of US 290 of approximately 1675 acres. Legal Descriptions: (A0044 - Edward W Brown & A0394 M D Raper Surveys, Tr 1, ACRES 223.556) (ABS 415 & 44 PHILLIP A SMITH & E BROWN 206.2 AC) (A0044 EDWARD W BROWN SURVEY, ACRES 29.78) (A0044 A0044 - Edward W Brown Survey, ACRES 5.95) (A0044 A0044 - Edward W Brown Survey, ACRES 3.08) (A0044 A0044 - Edward W Brown Survey, ACRES 10.04) (A0044 A0044 - Edward W Brown Survey, ACRES 17.12) (A0394 M D RAPER & A0148 ANTHONY DAVY & EDWARD W BROWN SURVEYS, ACRES 736.81) (A0394 M D RAPER SURVEY, ACRES 1.31) (A0148 ANTHONY G DAVY SURVEY, ACRES 2.3) (A0148 ANTHONY G DAVY SURVEY, ACRES 2.304) (A0044 A0044 - Edward W Brown Survey, ACRES 37.593) A0394 A0394 - M D Raper Survey, ACRES 10.103, DIRECTOR'S LOT) (ABS 289 GEO W LINDSEY SURVEY 200.552 AC GEO#90400862) (AB 0289 GEO W LINDSEY 17.80 AC GEO#90400892) (AB 0289 GEO W LINDSEY 17.80 AC GEO#90400892) (ABS 148 A G DAVEY SURVEY 11.05 AC GEO#90400459) (A0149 JOAN/JEAN DARRIGAND SURVEY, ACRES 29.825). This 1,675.094 acre development will include land use such as single family, multi-family, office, and commercial space. This is an amendment to an existing development agreement to increase the number of residential units, change the amount and location of commercial uses, and modify open space and parkland.

When City Hall is open, the proposed development agreement application is available for viewing at Dripping Springs City Hall, 511 Mercer Street, during regular business hours: 8:00 a.m. to 5:00 p.m., Monday through Friday. If City Hall is closed to visitors during this period, you can request review of any documents by emailing planning@cityofdrippingsprings.com. If City Hall is closed to visitors on the day of the meeting, or the meeting is virtual for another reason, the City will post this information on its website at www.cityofdrippingsprings.com so that the public may have access to the meeting. Comments regarding this project may be emailed to

DRIPPING SPRINGS
Texas

planning@cityofdrippingsprings.com or mailed to PO Box 384, Dripping Springs, TX 78620. Comments received by August 20, 2021, will be included in agenda packets for the meetings. For more information call City Hall at (512) 858-4725.

DA2020-0002 Anarene 300' Buffer Notification Map



DIA 2020-0002

Item # 19.

San Marcos Publishing, LP
Wimberley View • Century News

P.O. Box 49, Wimberley, Texas 78676
(512) 847-2202

Received

JUL 29 2021

City of Dripping Springs

State of Texas
County of Hays

Before me, the undersigned authority, on this day personally appeared Dalton Sweat, who being by me here and now duly sworn, upon oath says:

My name is Dalton Sweat, and I am the General Manager, of the The Wimberley View & The Dripping Springs Century News, a newspaper of general circulation in Hays County, Texas, and a newspaper which has been regularly and continuously published in Wimberley, Hays County, Texas, for a period of more than one year immediately preceding the date of publications of the following, and that the said notice, a copy of which follows, was published in the regular edition of said newspaper for a period of 1 week on the following dates:

July 29, 2021

---------- 2021

----------_2021

---------- 2021

The said General Manager, Dalton Sweat further states that the rate charged for this publication is the lowest rate charged to commercial advertisers for the same class as advertising for a like amount of space.

Signature of Affiant

Subscribed and Sworn to me, by the said General Manager Dalton Sweat this 28th day of July, 2021 to certify which witness my hand and seal of office.

Mattatha Barker
NOTARY PUBLIC in and for Hays County, Texas

NOTARY PUBLIC STATE OF TEXAS
MATTATHA MARIE BARKER
Notary Public, State of Texas
Comm. Expires 11-04-2022
Notary ID 128436511

CITY OF DRIPPING SPRINGS
NOTICE OF PUBLIC HEARING
FOR A DEVELOPMENT AGREEMENT
APPLICATION CASE #: DA2020-0002
ANARENE/DOUBLE L AMENDED DEVELOPMENT AGREEMENT

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FIRST AMENDMENT TO WASTEWATER UTILITY SERVICE AND FEE AGREEMENT

This First Amendment to the Wastewater Utility Service and Fee Agreement (the "First Amendment") is entered into by and between the City of Dripping Springs, Texas (the "City") a Type A General Law City located in Hays County, Texas, and Double L Development, LLC, a Texas limited liability company ("Developer"). All capitalized words contained in this First Amendment shall have the same meaning as those in the Original Agreement unless otherwise described herein.

RECITALS:

A. Effective December 11, 2018, City and Developer entered into that certain Wastewater Utility Service and Fee Agreement (the "Original Agreement").

B. Developer and City have contemplated certain changes to the Proposed Development as reflected by the Development Agreement for the Proposed 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 Developer agree to amend the Original Agreement as follows:

1. Wherever the number "1710" is used in the Original Agreement, that number shall be amended to be "3393".

2. Wherever the word "Owner" is used in the Original Agreement, that word shall be amended to be "Developer."

3. RECITALS, A. is deleted in its entirety and the following is substituted therefor:

   A. Developer is developing approximately 1675.094 acres of Land in Hays County, Texas adjacent to RR 12 as described in **Exhibit A** attached, and the approximately 2.066 acres described in **Exhibit A-1** in the event such land is acquired by Developer.

4. Section 1.13 is deleted in its entirety and the following are substituted therefor:

   1.13 Land. Approximately 1675.094 acres of land, in Hays County, Texas, more fully described on **Exhibit A**, attached, and the approximately 2.066 acres described in **Exhibit A-1** in the event such land is acquired by one or more Owners.

5. Section 2.4 is added to the Agreement as follows:

   2.4 Scalping Plant. The Developer may construct or lease at its own cost a Reclaimed Water Production Facility and associated disposal facilities ("Scalping Plant") to treat and reuse as many LUEs as are authorized by this Agreement

pursuant to Subchapter P, Chapter 321 of Title 30 of the Texas Administrative Code. Developer is entitled, at no cost, to all reuse water from the Scalping Plant generated by the Proposed Development. The water produced and used by the Scalping Plant will be utilized only on the Land. With the exception of monitoring costs associated with MBR plants, City will fund the ongoing operations and maintenance of the Scalping Plant through its collection of retail wastewater charges to retail customers. Developer will fund all other aspects of the Scalping Plant, including costs for preparation and filing of the application, monitoring costs associated with MBR plants, removal of the Scalping Plant, City review and inspection, and any associated legal fees incurred by the City (professional fees shall be reimbursed to the City at cost plus 20%). Upon approval by TCEQ, construction of the Scalping Plant, and acceptance by the City of the Scalping Plant, City will operate and maintain the Scalping Plant under its wastewater permit and will collect rates and charges from retail customers on the Land.

Developer understands and agrees that the Scalping Plant must be designed and constructed to treat to the most restrictive of TCEQ's Type I reuse standards or the effluent parameters required by TCEQ in the City wastewater permit that is in effect while the Scalping Plant is operating..

Developer will construct facilities to connect the Scalping Plant to the City's system at or near the Founder's Ridge development as shown at Exhibit G.

Because the Scalping Plant uses existing capacity in the City's permit, the Scalping Plant is may utilize a minimum of 1710 LUEs. To the extent that the Scalping Plant uses more that 1710 LUEs and only if such use above 1710 LUEs jeopardizes the City's ability to serve customers for whom capacity in the City System had been committed prior to September 21, 2021, City may require Developer to utilize the permitted Package Plant alternative set-forth in this Agreement instead of the Scalping Plant for all LUEs utilized by the Proposed Development over 1710.

Use of the Scalping Plant must be terminated as quickly as is reasonable and commercially feasible but in no event prior to the City System and East Interceptor Line having adequate capacity available to transport and process wastewater for the Land and the City's other existing and committed capacities . The City agrees to notify the Developer when construction of the City System for the Discharge Permit and East Interceptor line is approximately 180 days from being available for use by the Developer. The removal of the Scalping Plant and all costs associated with ceasing use of the Scalping Plant shall be paid by the Developer.

For purposes of this Agreement, the Scalping Plant shall be included in the definition of "Onsite Facilities".

2 Section 3.2 a. of the Original Agreement is hereby modified as follows (strikethrough text removed, underlined text added):

> a. Subject to **2.2** above and **3.2 b.** below, City will provide wastewater treatment service for the Land utilizing the City System, the Scalping Plant, or the Package Plant if the City System is not complete before use of the 251st LUE pursuant to **3.2 b.** below. Other than billing for Pump and Haul under **2.2 c.** above, the ~~Owner~~ City shall bill wastewater customers within the Land ~~until retail water service transitions to the City pursuant to the Agreement for the Provision of Nonstandard Wholesale and Retail Water Service. The Owner shall collect monthly wastewater charges from customers within the Land and the monthly wastewater charges shall be based upon the average amount of wastewater discharged from a customer's residence, a six (6) percent administrative charge, and any other fees charged by the Owner, including but not limited to garbage collection fees. The six (6) percent administrative charge shall only be added to the average wastewater amount and not to any other fees charged. Owner shall remit monthly to the City the City's portion of amounts collected for wastewater service. Upon the City providing retail water service to the Land pursuant to the Agreement for the Provision of Nonstandard Wholesale and Retail Water Service, the City shall bill and collect wastewater charges from customers within the Land~~. The City will charge its standard retail wastewater service rates to users within the Land.

3 Section 3.2 b. of the Original Agreement is hereby modified as follows (strikethrough text removed, underlined text added):

> b. Prior to use of the 251st LUE, ~~owner~~Developer shall cease pump and haul activities and either connect the Development's wastewater to the System (if the System has the authorized capacity and is capable of receiving wastewater from the Proposed Development), to the Scalping Plant, or to the Package Plant. In other words, pump and haul is authorized for 250 LUEs. After 250 LUEs, the Development must either be able to connect to the System, the Scalping Plant, or the Package Plant.

4 Section 3.5 is added to the Agreement as follows:

> 3.5 **Scalping Plant.** If the Developer elects to construct the Scalping Plant pursuant to Section 2.4 of this Agreement, and the TCEQ approves the application for the Scalping Plant, the City shall provide service as set-forth in Section 2.4 of this Agreement.

Effective as of September 21, 2021.

[signatures on following pages]

CITY OF DRIPPING SPRINGS, TEXAS

Attest:

_____ By:_____
_____ Bill Foulds, Mayor
City Secretary

STATE OF TEXAS
COUNTY OF _____

This instrument was executed by Bill Foulds before me on _____, 2021.

_____
Notary Public, State of Texas

DEVELOPER

DOUBLE L DEVELOPMENT, LLC

_____
By:
Title:

STATE OF TEXAS
COUNTY OF _____

This instrument was executed by _____, in the capacity set forth above, and before me on this the _____ day of _____, 2021.

_____
Notary Public, State of Texas

FIRST AMENDMENT TO AGREEMENT FOR THE PROVISION OF NONSTANDARD WHOLESALE AND RETAIL WATER SERVICE

This First Amendment to the Agreement for the Provision of Nonstandard Wholesale and Retail Water Service (the "First Amendment") is entered into by and between the City of Dripping Springs, Texas (the "City") a Type A General Law City located in Hays County, Texas, and Double L Development, LLC, a Texas limited liability company ("Developer") All capitalized words contained in this First Amendment shall have the same meaning as those in the Original Agreement unless otherwise described herein.

RECITALS:

A. Effective December 27, 2018, City and Developer entered into that certain Agreement for the Provision of Nonstandard Wholesale and Retail Water Service (the "Original Agreement").

B. Developer and City have contemplated certain changes to the Proposed Development as reflected by the Development Agreement for the Proposed Development.

C. By a Service Availability Letter dated November 11, 2020 ("Service Availability Letter"), the WTCPUA agreed to provide 1710 LUEs of water through the City for the Proposed Development contingent upon compliance with the conditions set forth in that Service Availability Letter.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the City and Developer agree to amend the Original Agreement as follows:

1. The Title of the Original Agreement shall be changed to AGREEMENT FOR THE PROVISION OF NONSTANDARD RETAIL WATER SERVICE.

2. The word "wholesale" shall be changed to "retail" in the following sections: 1.1(a), 3.1, 3.4.

3. Wherever the number "1710" is used in the Original Agreement, that number shall be amended to be "3393" (unless the number "1710" is added by this First Amendment).

4. Wherever the number "2040" is used in the Original Agreement, that number shall be amended to be "3393".

5. The first and second "Whereas" clauses in the Recitals are hereby deleted in its entirety and the following is substituted therefor:

> WHEREAS, Developer is developing approximately 1675.094 acres of Land in Hays County, Texas adjacent to RR 12 as described in **Exhibit A** attached hereto,

and the approximately 2.066 acres described in **Exhibit A-1** attached hereto in the event such land is acquired by Developer.

WHEREAS, Developer desires to obtain retail water service pursuant to the terms and conditions of this Agreement; and

6. The fourth and Fifth "Whereas" clauses in the Recital are hereby modified as follows (strikethrough text removed, underlined text added):

WHEREAS, it is the intent of the Parties that the City will supply water from the West Travis County Public Utility Agency in order to provide up to ~~2040~~ 3393 LUEs of ~~wholesale and, later,~~ retail water service to the Proposed Development as stated in this Agreement; and

WHEREAS, Developer and the City desire to enter into this Agreement to set forth the terms and conditions upon which the City will provide ~~wholesale and~~ retail water service to the Proposed Development.

7. Section 1.1(l) (definition of master meter) is hereby deleted in its entirety.

8. Section 1.1(m), and (n) of the Original Agreement is hereby deleted in its entirety and the following is substituted therefor:

(m) "Offsite Facilities" shall mean all facilities required by the City or WTCPUA and necessary to connect to and extend water service from WTCPUA supply facilities to the Proposed Development's Onsite Facilities.

(n) "Onsite Facilities" means all facilities on the Proposed Development necessary to connect to and extend water service to the Proposed Development and to each Retail Customer.

9. Section 2.1 of the Original Agreement is hereby deleted in its entirety and the following is substituted therefor:

Section 2.1 Reservation of Water. The City and the Lower Colorado River Authority ("LCRA") entered into a Service Agreement assigned to the WTCPUA. Pursuant to the Service Agreement, the City has submitted a service extension request ("SER") with the WTCPUA for 1710 LUEs. The WTCPUA has approved the 1710 LUEs subject to certain conditions set forth in the Service Availability Letter. The City agrees to submit a service extension request ("SER") to the PUA for reservation of an additional 1,683 LUEs for the Land within thirty (30) days of the Developer submitting the request in writing to the City. Such 1,683 LUEs will be in addition to the 1,710 LUEs previously approved by the WTCPUA that is reserved to serve the Land. Upon approval of the SER by the WTCPUA Board, water capacity of 3,393 LUEs for the Land is reserved, subject to compliance with all requirements set-forth in all conditions

set forth in any WTCPUA issued Service Availability Letters for the Proposed Development and subject to payment of applicable fees (which may include reservation fees and impact fees) as charged by WTCPUA, and, if applicable, and any fees charged by LCRA for raw water to serve the Proposed Development and passed through by the City without mark-up pursuant to this Agreement. Unless such facilities are included in the City's or the WTCPUA'S Capital Improvement Plan, the Developer will be responsible for the costs of its pro rata share of the facilities or actions required by the WTCPUA as specified in any Service Availability Letters issued by the WTCPUA for the Proposed Development. Developer or District shall pay all fees for submitting and processing the SER and for reserving the water for the Proposed Development directly to the WTCPUA or LCRA as required by those entities.

10. Sections 2.2 and 2.4 of the Original Agreement are deleted in their entirety and shall be considered "Reserved" so as not to require renumbering.

11. Section 2.3 of the Original Agreement is hereby deleted in its entirety and the following is substituted therefor:

> **Section 2.3 Additional Water.** Automatic reformation of the number of LUEs for the Proposed Development shall occur upon the appropriate amendment to the Development Agreement. In the event that additional water is requested by the Developer and has been approved by an amendment to the Development Agreement, the City shall submit SERs to the WTCPUA for reservation of additional LUEs as requested by Developer and within thirty (30) days of Developer's written request. Additional LUEs will be reserved for the Proposed Development as additional SERs are submitted by the City and approved by the WTCPUA Board pursuant to the same terms and conditions of the LUEs reserved pursuant to this Agreement.

12. Section 3.2 of the Original Agreement is hereby deleted in its entirety and the following is substituted therefor:

> **Section 3.2 Maximum Volume and Rate of Flow for Retail Water**. Subject to all the terms and conditions set forth in this Agreement, the City agrees to sell and deliver, at the Point(s) of Delivery, Water for the operation of a retail water system for domestic, commercial, and industrial uses on an as-needed basis in an amount not to exceed 3393 LUEs at the maximum daily rate permitted for that amount by the WTCPUA and the physical facilities constructed to convey such water.

13. Section 3.3 of the Original Agreement is hereby deleted in its entirety and the following is substituted therefor:

Section 3.3 Point(s) of Delivery for Retail Water. Water will be supplied from the City Water System, as extended by the Offsite Facilities, to the Point of Delivery for the Proposed Development as reasonably determined by the WTCPUA and City Engineers and within the area depicted on Exhibit C. Developer will cause to be constructed at its cost the Onsite Facilities to points of delivery for each Retail Customer. Title to Water delivered to the Proposed Development will remain with the City until it reaches the point of delivery to a Retail Customer.

14. Section 3.5 of the Original Agreement is hereby deleted in its entirety and the following is substituted therefor:

Section 3.5 Metering of All Water Delivered. All Water delivered to the Proposed Development will be measured by a Master Meter installed at each Point of Delivery. The Developer is responsible for installing all necessary Master Meters at its sole expense. Once installed, Developer shall convey the Master Meters to the City. Developer will also install all retail meters at points of connections for Retail Customers as part of the Onsite Facilities.

15. Section 3.7 of the Original Agreement is hereby deleted in its entirety.

16. The following language from Section 4.1 of the Original Agreement shall be struck: "Fifteen (15) years after the first connection to a permanent Retail Customer within the Proposed Development through to the Onsite Facilities, the City will become the retail provider for the Proposed Development."

17. Section 4.2 of the Original Agreement is hereby deleted in its entirety.

18. Section 5.3 of the Original Agreement is hereby deleted in its entirety and the following is substituted therefor:

Section 5.3 Location of Offsite Facilities. The alignment of the transmission main which is a part of the Offsite Facilities will follow the alignment approved by the WTCPUA and the City pursuant to Section 3.3.

19. The first sentence of Section 5.10 is deleted and replaced as follows:

Upon completion of construction of each phase of the Onsite Facilities, Developer shall convey such Onsite Facilities to the City.

20. Section 6.1 of the Original Agreement is hereby modified as follows (strikethrough text removed, underlined text added):

Section 6.1 Impact, Reservation, and Other Fees. Developer shall pay, or cause to be paid, to the WTCPUA all impact fees in the amounts and at the times required by the WTCPUA for the provision of water to the Proposed Development. The Developer shall pay, or cause to be paid, to the WTCPUA the

reservation fees for all water capacity obtained pursuant to a Service Extension Request by the City for the Proposed Development. Developer agrees to pay all fees charged by the WTCPUA to the City associated with obtaining water supply and delivery of this ~~wholesale~~ water to the City for the Proposed Development. It is the intent of this Agreement that all costs and fees charged to the City by the WTCPUA for the wholesale supply of Water to the Proposed Development be passed through, without mark-up to the Developer. Retail water rates shall be charged in accordance with the City's retail water rate ordinance or tariff in effect at the time the retail water is supplied. If the City submits a service extension request to the WTCPUA for multiple wholesale or retail users, Developer will pay its pro rata share based upon Developer's number of LUEs compared to others' LUEs. It is the intent of this Agreement that Developer pay only its share of costs and fees charged by WTCPUA for wholesale water for the Proposed Development.

21. Section 6.3 of the Original Agreement is hereby modified as follows (strikethrough text removed, underlined text added):

Section 6.3 Conditions Precedent to Commencement of ~~Wholesale~~ Service. Developer and City agree that the City is not required to commence ~~wholesale~~ water service to the Proposed Development until (1) all fees and charges imposed by the WTCPUA for commencement of wholesale water service to the City for the Proposed Development are paid directly to the WTCPUA by the Developer and/or a Retail Customer, (2) Developer has complied with the City Rules and Policies and the WTCPUA Rules and Policies, (3) Developer has paid the City the fees and charges set-forth in this Agreement; ~~and~~ (4) Developer has obtained from the Texas Commission on Environmental Quality and all other governmental agencies having jurisdiction of all permits, certificates or approvals required to lawfully provide such service~~.~~; and (5) compliance with all requirements set-forth in all conditions set forth in any WTCPUA issued Service Availability Letters for the Proposed Development.

22. Exhibits A and A-1 to the Original Agreement are hereby replaced in their entirety with the attached Exhibit A, A-1, and C.

Except as expressly amended herein, the provisions of the Original Agreement shall continue in full force and effect, and Owner and City each acknowledge and reaffirm their respective obligations thereunder. In the event of an inconsistency between this Agreement and the terms of the Original Agreement, this Agreement shall govern.

Effective as of September 21, 2021.

[signatures on following pages]

CITY OF DRIPPING SPRINGS, TEXAS

Attest:

_____ By:_____
_____ Bill Foulds, Mayor
City Secretary

STATE OF TEXAS
COUNTY OF _____

This instrument was executed by Bill Foulds before me on _____, 2021.

_____
Notary Public, State of Texas

DEVELOPER

DOUBLE L DEVELOPMENT, LLC

_____
By:
Title:

STATE OF TEXAS
COUNTY OF _____

This instrument was executed by _____, in the capacity set forth above, and before me on this the _____ day of _____, 2021.

_____
Notary Public, State of Texas

STAFF REPORT

City of Dripping Springs

PO Box 384

511 Mercer Street

Dripping Springs, TX 78620

Submitted By: Laura Mueller, City Attorney

Council Meeting Date: September 7, 2021

Agenda Item Wording: **Discuss and consider approval an Ordinance Amending Section 7.2 Replatting without Vacating Chapter 28, Exhibit A Subdivision to provide clarification on covenants and restrictions requiring vacation of plats prior to replatting.**

Agenda Item Requestor: Laura Mueller, City Attorney

Summary/Background: The Planning Department receives replat applications each month. Consistently these replats require an additional step because of the additional wording in our current ordinance elevating all plat notes to "restrictions and covenants" on the plat therefore requiring a vacation of the previous plat in addition to the replat review. This vacation requirement requires signatures for additional individuals in addition to what is required for a replat. The change would allow staff to determine whether a requirement on a plat was a restriction or covenant requiring a vacation. Even without a vacation, these applications would have to meet all other city requirements. In addition, we removed a reference to deed restrictions as the City cannot use a deed restriction as a reason to deny a replat.

Commission Recommendations: N/A

Recommended Council Actions: Approval of the ordinance.

Attachments: Ordinance and Staff Report

Next Steps/Schedule: If approved, the code will be updated.

CITY OF DRIPPING SPRINGS

ORDINANCE No. 2021-____

AN ORDINANCE AMENDING–CHAPTER 28, EXHIBIT A, SUBDIVISION ORDINANCE OF THE DRIPPING SPRINGS CODE OF ORDINANCES; UPDATING REGULATIONS RELATED TO RESTRICTIONS AND COVENANTS ON PLATS RELATED TO PLAT VACATIONS; PROVIDING FOR THE FOLLOWING: RULES; STANDARDS; PROCEDURES; CRIMINAL PENALTIES; AND, SEVERABILITY

WHEREAS, the City Council of the City of Dripping Springs ("City Council") seeks to promote the public health, safety, morals and general welfare of the municipality and the safe, orderly, and healthful development of the municipality, including its extraterritorial jurisdiction; and

WHEREAS, the City Council finds that haphazard laying out of lots and erratic dedication of public infrastructure is harmful to the environment and quality of life; and

WHEREAS, the City Council acknowledges that subdivision controls are based on the land registration system, and that land registration is a privilege that local governments such as Dripping Springs have the power to grant or withhold based on compliance with reasonable conditions; and

WHEREAS, the City Council's regulation of development is based on the government's legitimate interests in promoting orderly development, ensuring that subdivisions are constructed safely, and protecting the future owners from inadequate police and fire protection, inadequate drainage, and unsanitary conditions; and

WHEREAS, the City Council has determined that reasonable rules and regulations governing subdivision plats are necessary to maintain water quality, ensure traffic safety, protect the region's livability, preserve property values, and reinforce Dripping Springs' status as the Gateway to the Hill Country; and

WHEREAS, the City Council has determined that removing a specific definition of restrictions and covenants separate from state law will provide a more efficient process for applicants and flexibility for staff in reviewing replat requests for vacation requirements; and

WHEREAS, the City Council has determined that removing reference to deed restrictions in substantive replat review would provide clarification on city authority related to deed restrictions; 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 212 of the Texas Local Government Code, the City has the authority to adopt rules governing plats and subdivisions of land; and

WHEREAS, the City Council finds that it is necessary and proper for the good government, peace or order of the City of Dripping Springs to adopt an ordinance regulating the subdivision and platting of land.

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

1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT

Chapter 28, Exhibit A Subdivision Ordinance of the City of Dripping Springs Code of Ordinances is hereby amended so to read in accordance with Attachment A, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

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 as provided for by law.

7. PROPER NOTICE AND MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, 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 7th day of September 2021, 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"

Chapter 28 - SUBDIVISIONS AND SITE DEVELOPMENT

EXHIBIT A. - SUBDIVISION ORDINANCE

SECTION 7. - REPLATTING

7.2. Replatting without vacating.

A replat of a final plat or portion of a final plat may be recorded and is controlling over the preceding plat without vacation of that plat if the replat:

7.2.1. Is signed and acknowledged by only the owners of the property being replatted.

7.2.2. Is approved, after a public hearing on the matter at which parties of interest and citizens have an opportunity to be heard, by the P&Z.

7.2.3. Does not attempt to amend or remove any covenants or restrictions previously incorporated in the final plat. ~~For purposes of this section, a plat note shall be construed as a covenant or restriction.~~

7.2.4. When evaluating the size of lots requested by an applicant seeking to replat all or a portion of a single-family residential subdivision without vacation, the city's determination shall include consideration of:

(a) The minimum lot area required for the particular zoning district;

~~(b) Minimum lot sizes established by deed restrictions (aka, "restrictive covenants") in effect for the subdivision;~~

(b) The average size of existing platted lots or units in the subdivision; and

(c) The size of the smallest developable (i.e., "buildable") lot or unit in the subdivision.

PARKS &COMMUNITY
CITY OF DRIPPING SPRINGS

July 2021
Director's Report

SUBMITTED BY: Director, Kelly Schmidt & PCS Team

JULY PARKS ACTIVITY

CHARRO RANCH PARK

Submitted by- Sue Harding, Lead Volunteer

Nothing to report.

DRIPPING SPRINGS RANCH PARK

Submitted by - Emily Nelson, DSRP Manager

Summer is burned through so fast! So many great things happened in July at the Ranch Park. We are so excited to have been selected as the location for Alexander Seshan to build his Chimney Swift Tower for his Eagle Scout project. He and his volunteers worked so hard to add such an amazing bird amenity to our park. It is perfectly placed by the pond so that our Bird Watchers can enjoy the show. Thank you, Alexander! Tween Scene continued to grow throughout July. The Ranch Park is the spot to be on Thursday nights for Dripping Springs tweens. We enjoy all the energy they bring! The Summer Sizzle 1 Dressage Show sold out and had quite a waitlist. We added tables in the event room for participants to cool down at between rides. The Ranch Park received a Certificate of Appreciation from the Hays County Sheriff's Office thanking us for hosting the Hays County Junior Deputy Academy in July. We truly enjoyed hosting them and seeing their excitement learning about all the different aspects of being a Sheriff. Between our amazing Coyote Kids Summer Camp, Junior Deputy Academy, and Tween Scene, Ranch Park is hosting hundreds of youths this summer and providing them educational opportunities all while having fun!

The Ranch Hands were very excited when a brand-new fleet truck arrived at the Ranch Park. It is a much-needed acquisition that was immediately put to work. Craig Rice, City of Dripping Springs Maintenance Director, worked tirelessly to locate us the perfect vehicle to suit our needs. We can't thank Craig enough. Ranch Hands have been busy moving equipment and panels around and knocking out jobs that allow them to use the new truck and trailer to move things with ease. It is looking great up here!

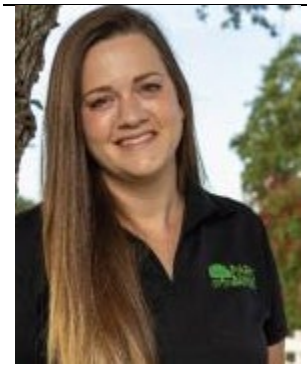
TWEEN SCENE DSRP WEEKLY EVENT	July 1 - 68 Attendees | July 8 - 82 Attendees | July 15 - 110 Attendees July 22 - 95 Attendees | July 29 - 114 Attendees
COYOTE KIDS NATURE CAMP DSRP PROGRAM - July 5 - July 31, 2021	Rock-N-Roll - Week 6 Enrollment = 49 All Things Wings II - Week 7 Enrollment = 38 Wet-N-Wild - Week 8 Enrollment = 50 Sun & Stars - Week 9 Enrollment = 44

FOUNDERS MEMORIAL PARK

Founders Memorial Park –
Parking lot addition is complete.

PROGRAMS & AQUATICS OVERVIEW

Submitted by - Mack Rusick, Programs & Aquatics Manager



Total sales in pool admissions + Season Passes to date = $23,479

2021 Season Passes Sold	121 Total = 583 people

The month of July was smooth for the Founders Pool team. We have an awesome team of guards who take pride in their jobs and help to keep the pool a wonderful place for families to enjoy. I'm grateful for the spirit they bring to the pool every day.

As the weather has continued to throw curve-balls we have still had consistent visitors to the pool. Our morning swimmers have become a solid group that shows up right as we open to get their laps in and many of our family pass holders show up right around 10am to beat the heat. We have seen less lulls mid-morning but continue to see peak times between 2pm-6pm with around 30 - 50 people on average. Additionally, our peak days are Friday, Saturday, and Sunday, with Saturday being the highest visited day every week.

I do want to add that I seem to have the same conversation repeatedly with people who wander in saying that they have lived in the area for 5+ years and never knew that Founders Pool existed! I think with the new signage, better advertising, and more programming we could really put Founders Pool back on the map for this community.

We have had some awesome staff in-service trainings lately including a special training in conjunction with local Hays County EMS. The EMT's were serious business and helped staff to understand the real-life consequences of being unprepared for a real-life emergency. We were able to work side by side to run through different scenarios and received great feedback from the team. Our subsequent in-service was spent reviewing in detail some of the weak points in our Emergency Action Plan and skills practice. I was pleased to see a greater overall confidence in the staff as they ran through various scenarios.

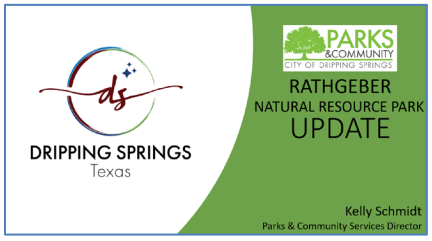
We held a special Float & Flick event at the pool on July 24 and had many people in the community come out to enjoy. We watched the movie JAWS on a huge outdoor screen that really made it an immersive experience. Overall, the event was success although next year we might pick a shorter movie that's a bit more family friendly!

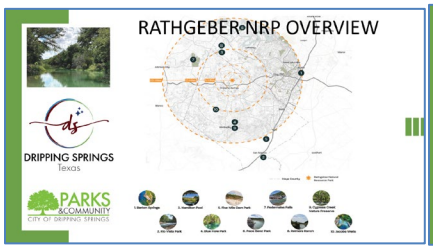
Jim and I have been working to keep systems running smoothly. We have had continued issues with faulty UV system, broken filters, electrical issues, and various other breakdowns. We have also continued to have trouble with our ADA chairlift even after replacing nearly every part except the seat itself! Jim and the maintenance crew have been amazing at responding to these issues quickly and staying on top of our to-do list rather than letting things fall by the wayside.

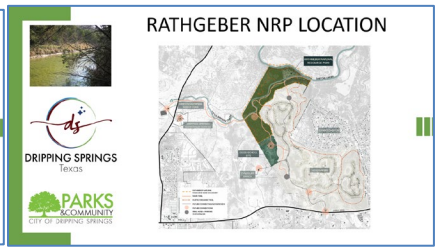
We are on our last push to the end of the season!

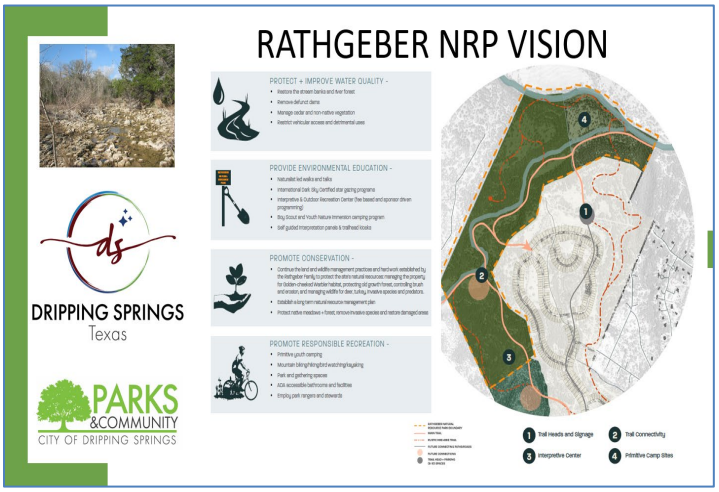
RATHGEBER NATURAL RESOURCE PARK

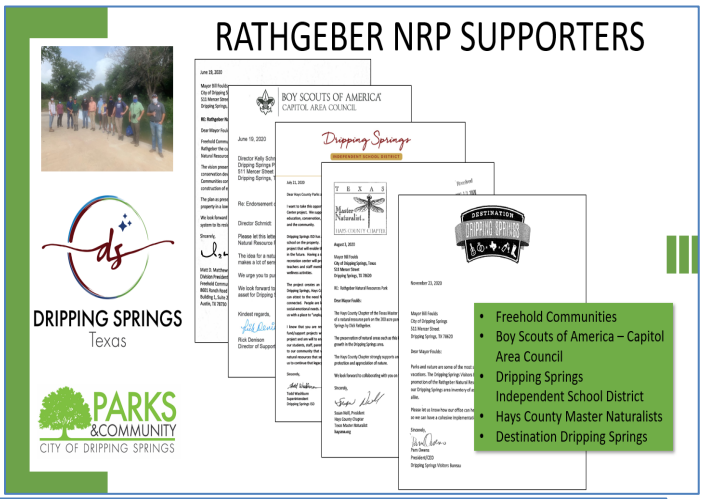
July 13, 2021 – 2nd POSAC presentation delivered.

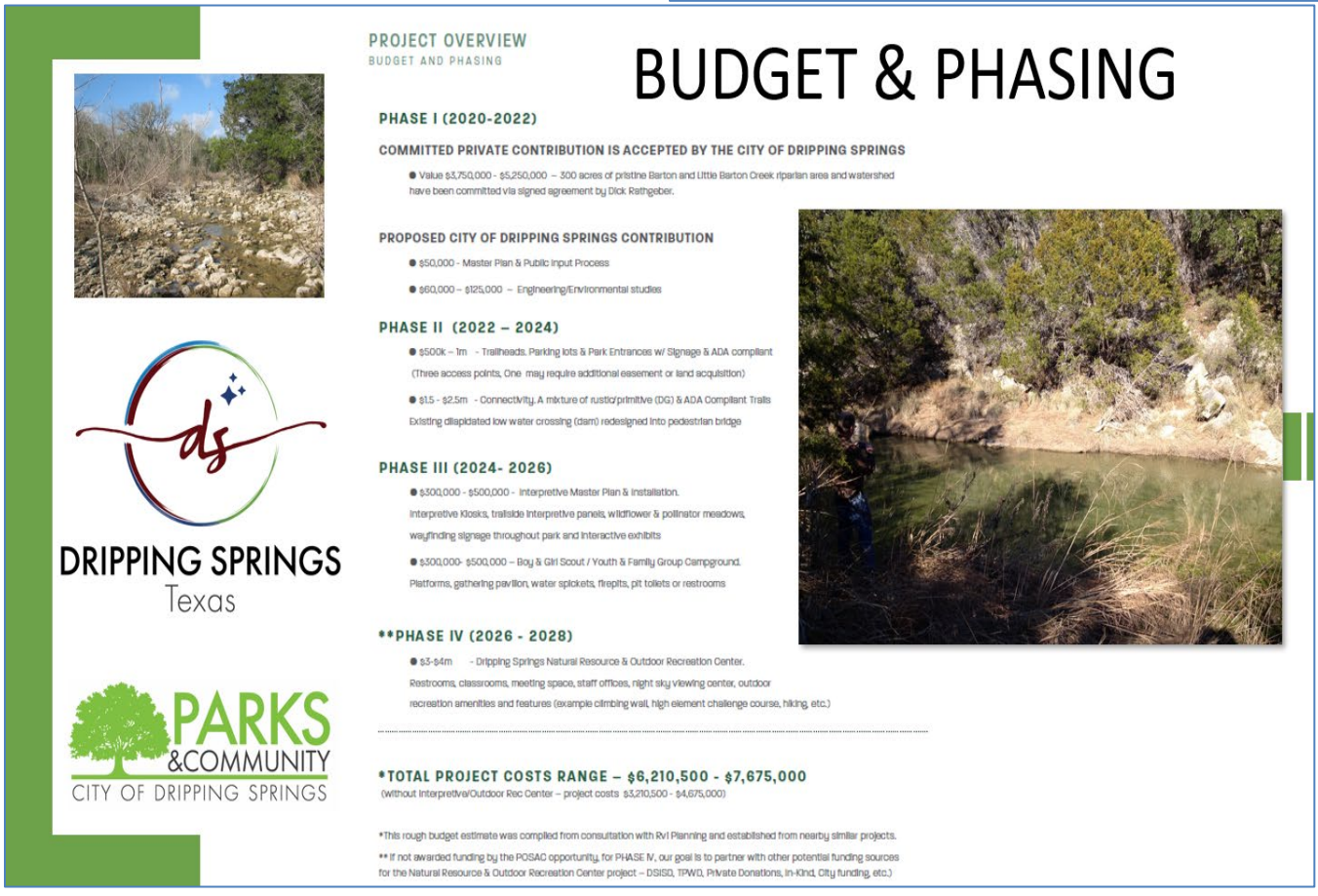


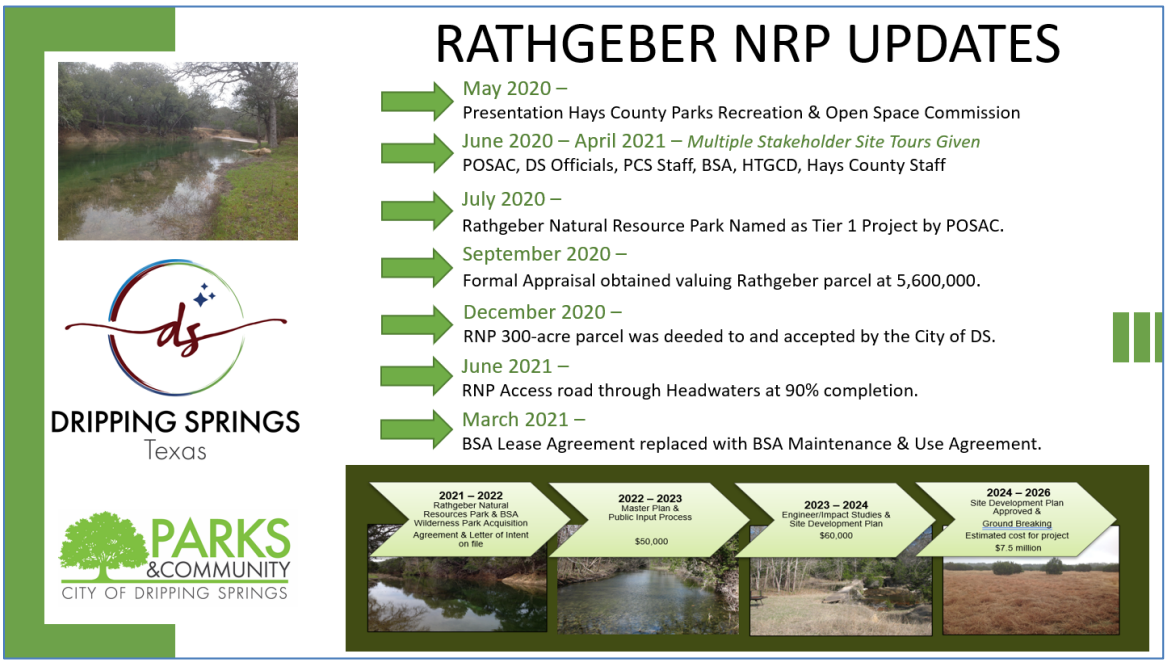












SPORTS & RECREATION PARK

Nothing to report.

VETERANS MEMORIAL PARK

On July 21, concerns were submitted from the Farmers Market board chair in the form of an email and the photos below about the condition of the parking lot at Veterans Memorial Park. Workorders and discussions had been underway between PCS and the Maintenance department prior to receipt of the email to address the conditions in Veterans Memorial Park as well as system-wide that had formed. The degradation of the parking lot at Veterans Memorial Park is an annual occurrence. It appears to be at its worst following several concurrent rain events. Because Veterans Memorial Park is in a designated floodplain, this will continue to be an ongoing struggle. Each week the park hosts the Dripping Springs Farmers Market which has doubled in size and popularity since the start of the pandemic in 2020 and as a result the vehicular traffic and impact on the park and the Triangle have also greatly increased. Addressing the issue annually will remain on the radar of the maintenance department but the ability to address the issue in a timely manner, however, will depend on the resources available to staff at the time the need arises each year. It has been noted that this spring and summer were unseasonably wet, and the conditions of the park remain below ideal as a result.

JULY COMMUNITY SERVICES ACTIVITY

CITY-WIDE EVENTS & INITIATIVES + PARK RENTALS + COMMUNITY OUTREACH + VOLUNTEER COORDINATION

Submitted by- Melanie Blakely, Community Services Coordinator

In July of 2021 we had 6 itinerant vendors. 6 pool/pavilion rentals and 3 triangle banners. We held a community night of Flick and Float. I joined the first kick off meeting of Christmas on Mercer and the Lions Club has asked me to spearhead the sponsorship collection. Learning ordinances and integrating the Parks and Community Services Mission into my everyday working style is one of my biggest passions.

Permits & Rentals for July	Qty
Itinerant Vendor Permits	6
Pavilion/Park Rentals	5
Pool & Pool Party Package Rentals	6
Triangle Banner Display	3

EVENT - COMMUNITY MICRO EVENTS - July 24, Float Flick (Jaws)
EVENT - CHRISTMAS ON MERCER – Nothing to report
EVENT - FOUNDERS DAY FESTIVAL – Noting to report
EVENT - WORLD MIGRATORY BIRD DAY – Nothing to report for July.
COMMUNITY INITIATIVE - KEEP DRIP (TEXAS) BEAUTIFUL – Annual report completed.
COMMUNITY INITIATIVE – BIRD CITY – Nothing to report for July.
COMMUNITY INITIATIVE – VOLUNTEER OUTREACH - Coordination of interested volunteers has begun. Several volunteers to programs within the Parks and Community Services Department that are a good fit and the volunteers have really enjoyed helping. Meetings with the Boy Scouts have begun about their volunteer clean up commitment to our parks.
OTHER NOTABLES FOR THE MONTH – Heavily assisted with Coyote Kids Camp administration and staffing coverage for Tween Night.

FARMERS MARKET

Submitted by - Charlie Reed, Farmers Market Manager

July brought a return to the market's old layout, making it friendlier for people looking to sit and enjoy food, drink, and music in the shade beneath the trees – and just in time, as spring-like temperatures endured through most of July. Local Peaches remain in peak form, and the ground has remained soft and green from all the sweet-tart juice that been dripped.

It's vacation season for residents, but that also means we're getting lots of stops from folks vacationing from elsewhere – we've had people from Seattle and Maine stopping by. With four new vendors approved in each of the last two months – bringing gardeners, beverages, microgreens, spreads, and crafts – the market is prepared to take on seasonal changes as certain vendors reach the end of their growing periods.

Date	Vendors	Customers	Music
6/30/21	41	537	Melvin Brown
7/7/21	42	517	Jerry Rivers
7/14/21	43	564	Bob Slaughter
7/21/21	35	509	Anna Rose
7/28/21	t/k	t/k	
7/1/20	33	n/a	Alex Dormont
7/8/20	27	n/a	None (Covid)
7/15/20	29	n/a	None (Covid)
7/22/20	27	n/a	None (Covid)
7/29/20	32	n/a	None

It's that time of year again to VOTE for our special Farmers Market!!!! As of August 17, 2021 – we have reached 500 votes!!!!

American Farmland Trust®

OTHER PCS BUSINESS & PROJECTS

July 19, 2021 - Park System Signage Plan - Update

A Park System Signage Plan Committee has been formed. It consists of City Administrator, Michelle Fischer, Communications and Marketing Director, Lisa Sullivan, Parks and Recreation Commissioner Paul Fuschille, Lead Charro Ranch Volunteer, Sue Harding, and Parks and Community Services Director, Kelly Schmidt. Their first meeting with Studio 16:19 was an orientation meeting of sorts and reviewed the first set of conceptual signage themes proposed. Following that meeting the Committee unanimously agreed that the concepts presented did not align with collective vision and the Committee asked that the firm produce additional concepts to review and choose from.

PARKS &COMMUNITY
CITY OF DRIPPING SPRINGS

August 2021
Director's Report

SUBMITTED BY: Director, Kelly Schmidt & PCS Team

JULY PARKS ACTIVITY

CHARRO RANCH PARK

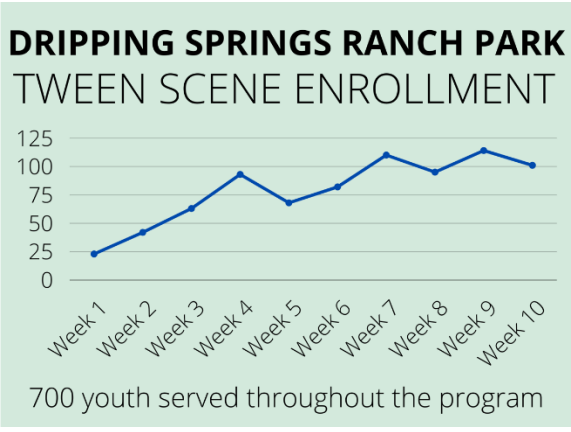
Submitted by- Sue Harding, Lead Volunteer

Nothing to report.

DRIPPING SPRINGS RANCH PARK

Submitted by - Emily Nelson, DSRP Manager

The heat finally found us this August. We have been very lucky with temperatures in June and July. Our second Summer Sizzle Dressage show really earned its name in more ways than one. Penny, Melissa, and Lily are such a great show team. The participants really enjoyed a well-run show.



Coyote Kids Summer Camp and Tween Scene wrapped up in August, and the entire staff had to adjust to the quiet. We truly enjoyed having Dripping Springs youth at the Ranch Park all summer. Tween Scene served almost 700 youth (ages 9-14) throughout the program this summer. We are thankful to the parents for sharing their tweens with us.

Alexander Seshan completed his Eagle Scout project by the pond. He constructed a beautiful Chimney Swift Tower for park goers to enjoy. I encourage everyone to check it out. Thank you, Alexander.

August also brought us our first Gun Show in over a year. The organizers really hosted a smooth show, and it was well attended both days.

The staff at the Ranch Park are gearing up for non-stop event weekends through Thanksgiving. We are so excited to host a huge variety of shows from Eskimo Dog Shows to Fall Classic, a Dripping Springs Ag Boosters livestock show. And we can't forget Rodeo in October. We are excited to welcome everyone.

FOUNDERS MEMORIAL PARK

DSYSA youth football program has begun its seasonal use of Founders Memorial Park. Their fall schedule is slated to be as follows:

Practices

August 1 – August 16 | Monday – Friday (4:45pm-8:45pm)
August 17 – September 3 | Monday – Thursday (5pm-8pm)
September 6 – November 5 | Monday – Thursday (5pm-8pm)

Games

September 25 – November 6 |Saturday (7:30am – 5:30pm)

RATHGEBER NATURAL RESOURCE PARK

Nothing to report.

SPORTS & RECREATION PARK

Nothing to report.

VETERANS MEMORIAL PARK

Nothing to report.

PROGRAMS & AQUATICS OVERVIEW

Submitted by - Mack Rusick, Programs & Aquatics Manager

The full pool summer season schedule concluded on Sunday, August 15, 2021, with the start of the DSISD school year and the lifeguard staff returning to their respective universities, high schools, and various academic commitments. From August 16 until Labor Day the pool is only open on Saturday and Sunday from 12pm-6pm (Closed on Labor Day).

The 2021 summer season is nearly complete, and the summer was very successful. Several issues challenged staff at the onset and throughout the summer with technical and mechanical malfunctions of various components of the pool, but the staff were able to navigate them and still provide an incredible swimming experience for Tiger splash and pool patrons alike.

JULY COMMUNITY SERVICES ACTIVITY

CITY-WIDE EVENTS & INITIATIVES + PARK RENTALS + COMMUNITY OUTREACH + VOLUNTEER COORDINATION

Submitted by- Melanie Blakely, Community Services Coordinator

Permits & Rentals for July	Qty
Itinerant Vendor Permits	0
Pavilion/Park Rentals	1
Pool & Pool Party Package Rentals	5
Triangle Banner Display	5
Co-Sponsorship Request	1 - Denied

EVENT - COMMUNITY MICRO EVENTS – None in August.
EVENT - CHRISTMAS ON MERCER – Attended first planning meeting.
EVENT - FOUNDERS DAY FESTIVAL – Nothing to report for August.
EVENT - WORLD MIGRATORY BIRD DAY – Nothing to report for August.
COMMUNITY INITIATIVE - KEEP DRIP (TEXAS) BEAUTIFUL – Researched various community beautifucation initiatives to be involved with both optional and required.
COMMUNITY INITIATIVE – BIRD CITY – Attended July Planning meeting
Lights Out Dripping Springs Proclomation was composed by City Administrator Michelle Fischer and passed.

DRIPPING SPRINGS
Texas

PROCLAMATION
OF THE CITY OF DRIPPING SPRINGS
PROCLAIMING AUGUST – OCTOBER 2021 AND
MARCH – MAY 2022 AS

"Lights Out Migratory Months"

WHEREAS, the Audubon National Lights Out Program was established in 1999 in Chicago, Illinois and was organized to protect birds from light pollution; and

WHEREAS, the Lights Out Program encourages businesses and community members to turn off exterior lights within a designated timeframe during migratory months to reduce light pollution providing safe and natural migration routes for birds; and

WHEREAS, 1 of every 3 birds migrating through the U.S. in spring passes through Texas, meaning approximately one billion birds travel through the state annually; and

WHEREAS, studies show birds support local economies in Texas through Nature Tourism, which is dominated by birding; and

WHEREAS, birds are essential to our planet's ecology, provide ecosystem services, act as benchmarks for environmental health, increase livability, and connect people of all ages and abilities to the natural world; and

WHEREAS, the Lights Out Program supports other city initiatives such as the International Dark Sky Community designation, Jr. Birding Club, and Bird City designation that will help us qualify for grants to support Nature Tourism in Dripping Springs benefiting our local economy; and

WHEREAS, the Dripping Springs Lights Out Program will offer a pledge to be signed by community members, business owners, and government officials to participate by turning off their lights during the migration periods bi-annually; and

WHEREAS, the Lights Out Program, once proclaimed, will be listed as an official partner program on the Audubon website alongside other cities offering the program.

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

1. August through October 2021 and March through May 2022 shall hereafter be known as "Lights Out Migratory Months" in Dripping Springs, Hays County, Texas.

2. Community members, business owners, and government officials are encouraged to sign the pledge stating they will extinguish exterior lights during the specified time frame during Lights Out migratory months.

COMMUNITY INITIATIVE – VOLUNTEER OUTREACH - Coordination of interested volunteers has begun. Several volunteers to programs within the Parks and Community Services Department that are a good fit and the volunteers have really enjoyed helping. Meetings with the Boy Scouts have begun about their volunteer clean up commitment to our parks.
OTHER NOTABLES FOR THE MONTH – Heavily assisted with Coyote Kids Camp administration and staffing coverage for Tween Night for the last two week in August.

FARMERS MARKET

Submitted by - Charlie Reed, Farmers Market Manager

Summer Recap:

Being featured on Fox 7's "Market Monday" segment was an unbelievable kick-off for our summer and helped bring out the crowds. Also, by taking a marketing approach with the newsletter and using social media to focus on Dripping Springs' vibrant community, Johnna and I have seen both approaches grow the market, and we've had tons of fun along the way. The result has had long-time vendors saying they love the market's new energy, while new vendors consistently say they're reaching out because they're hearing good things.

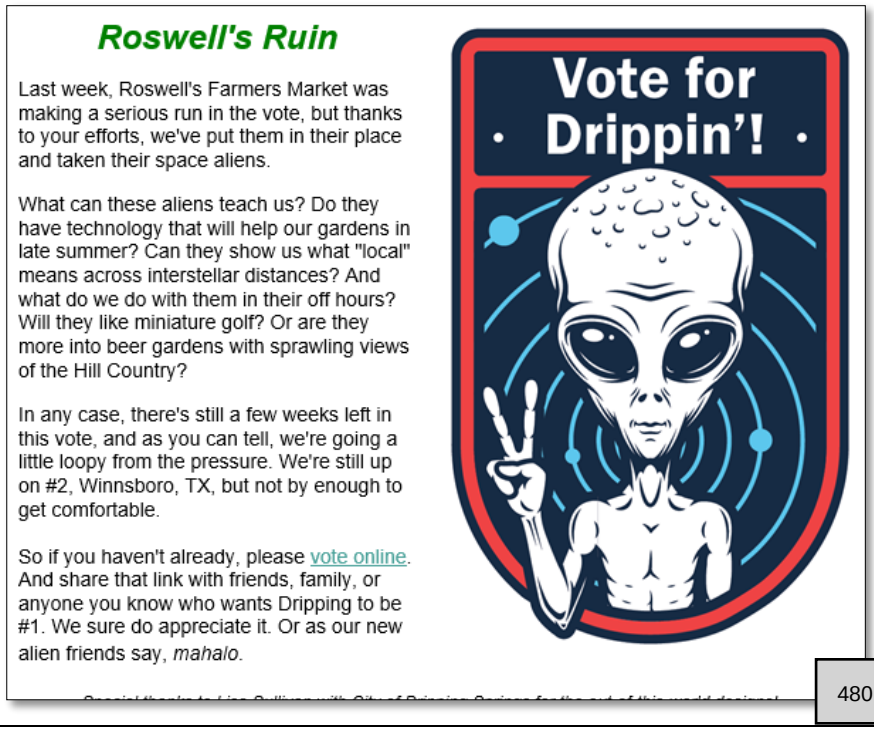
And what a wonderful summer it was for the Farmers Market! We broke records with total vendors and visitor counts from May to July, and lower-than-average temps kept the Triangle's grass green throughout the hot season. This made the market a comfortable spot to enjoy the huge variety of delicious artisanal foods and drinks.

August Recap:

August was predictably slower in both vendor and visitor counts, with both dropping as vacation season rolled it. This didn't slow the market at all – we held contests and giveaways throughout the month, celebrating National Farmers Market Week and driving folks to vote for DSFM in American Farmland Trust's yearly contest, which in ends in mid-September. Through August, we hold the top spot in the Southwest region.

Date	Vendors	Customers	Music
8/4/21	34	503	Jerry Rivers
8/11/21	40	425	n/a
8/18/21	38	372	Jerry Rivers
8/25/21	36	334	Jerry Kirk

It's that time of year again to VOTE for our special Farmers Market!!!! As of August 30, 703 votes!



Roswell's Ruin

Last week, Roswell's Farmers Market was making a serious run in the vote, but thanks to your efforts, we've put them in their place and taken their space aliens.

What can these aliens teach us? Do they have technology that will help our gardens in late summer? Can they show us what "local" means across interstellar distances? And what do we do with them in their off hours? Will they like miniature golf? Or are they more into beer gardens with sprawling views of the Hill Country?

In any case, there's still a few weeks left in this vote, and as you can tell, we're going a little loopy from the pressure. We're still up on #2, Winnsboro, TX, but not by enough to get comfortable.

So if you haven't already, please vote online. And share that link with friends, family, or anyone you know who wants Dripping to be #1. We sure do appreciate it. Or as our new alien friends say, *mahalo*.

OTHER PCS BUSINESS & PROJECTS

August 30, 2021 - Park System Signage Plan - Update

The Signage Plan Committee has expanded to include a few park partners in addition to key City personnel. The first draft of the signage plan concept is being narrowed down to the Rustic Modern Concept. The Committee overwhelmingly selected this concept out of a total of 3 thematic options presented. Next steps- Studio 16:19 will now expand their concept to ensure all design elements comply with the City's sign ordinance. Color palette and sign materials will be finalized. Content will be presented to the signage committee for review and feedback as it is developed for each park. Then it will be presented to the Parks and Recreation Commission for review and final recommendations.

TO: CITY OF DRIPPING SPRINGS
FROM: Kim Fernea
RE: ECONOMIC DEVELOPMENT COMMITTEE MONTHLY REPORT
DATE: September 1, 2021

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 August 2021.

The Committee convened at City Hall on August 25th.

Agenda:

- **Discussion regarding the Economic Development mission and responsibilities as they relate to the Economic Development Committee Ordinance**
  - The Committee will work to formalize our updated mission. We acknowledge our role as a recommending committee of volunteers (a single member of our broader diverse community) and will work to view all projects presented through the lens of potential economic drivers that may have the potential to benefit our community. Our comments will adhere to the SWOT analysis format. We will strike a professional balance while addressing perceived strengths, weaknesses, opportunities, and threats.
- **Discuss and consider options regarding meeting format:**
  - The Committee will continue to meet in person, while practicing safety measures that align with the City's COVID protocols.
- **Reports**
  - **City Council Monthly Report,** *Mayor Pro Tem Taline Manassian*
    - We continue to work through the budget, which will not be finalized until September.
    - We annexed and approved the Cynosure development, which is 960 units on 283 acres in the northeast quadrant of town. This project has important road development that will go down to 290, though the project does not go down to 290.
    - We approved permitting for the Songwriters Festival, which is back this year and even has an additional venue.
    - Anarene went before P&Z-received approval with some minor adjustments. Will go before Council next.
  - **TIRZ Projects Report,** *Committee Member Dave Edwards*
    - Reminder that the City/ISD did not reach an agreement. The City will move forward looking at other potential sites.
    - Old Fitzhugh Project – in survey/engineering process
    - Triangle – on hold
    - Public Parking – on hold
  - **Chamber of Commerce Report**, *Committee Member & Chamber President Susan Kimball*
    - Businesses throughout the community are hiring (especially in the service sector)
    - Get Along Grill – limited hours of operation due to staffing shortages
    - Chick-Fil-A – has altered their hours of operation to 8am-8pm for the same reason
    - Leadership Dripping Springs is taking applications.
    - Coffee Connector with Congressman Williams will be held 9/17 @ 8am
    - Keeping a close eye on the impacts of COVID as it related to business vitality
  - **Dripping Springs ISD Report**, *Committee Member & Chief Human Resource Officer of DSISD Tiffany Duncan*
    - School started on August 17th with 8 campuses open now (5 elementaries, 2 middle, 1 high school)

- Elementary 5-Cypress Springs is open, as is the relocated Walnut Springs.
  - Ribbon Cuttings for both are scheduled.
- Current student population: 8,001
- DSISD employees: 1075 regular employees with 100 substitutes and temp workers
  - Standard payroll includes between 1200-1300
- DSISD enrollment is on track with projections after a lull during COVID
- Virtual Academy for K-5 started August 25th with 142 enrolled
- Housing challenges exist locally within the area served by DSISD - especially for auxiliary, clerical, instructional aid, and support staff positions
  - Median home prices now hover just below $600,000.

- **Community Activities Report**
  - ESD #6 has opened their new station at Belterra. 200 citizens attended the opening. This station includes a ladder truck and a bay for EMS.
  - Hometown Missions: Still looking for skilled workers and donations.
  - Home in a Month: Raised funds and will spend Friday/Saturday building the home. Go to homeinamonth.org for more info.

Next meeting will be September 22, 2021 at 4:00pm.

Committee members present: David Edwards, Susan Kimball, John Kroll, Andrea Nicholas, Tiffany Duncan, Council Member Taline Manassian, Robert Avera, Kim Fernea

Chamber members present: Denise Schroeder

City representatives present: Mayor Bill Foulds, Michelle Fischer, Council Member Sherri Parks

Community members present: Russell Collins

CITY OF DRIPPING SPRINGS
TRANSPORTATION COMMITTEE
AGENDA
MONDAY, JULY 26, 2021
3:30-5:00 PM—VIA ZOOM CONFERENCE

COMMITTEE MEMBERS:

Chairman – Travis Crow - **Present**

City Council Rep.—VACANT

Barrett Criswell – **not present**

Sharon Hamilton - **Present**

Jim Martin—Non-Voting Member - **Present**

Aaron Reed, Public Works Coordinator – **Not present**

VACANT—Planning & Zoning Commission Member

John Pettit - **Present**

Ben Sorrell – Non-Voting Member – **Not present**

Chad Gilpin, P.E., City Engineer - **Present**

INVITED GUESTS:

Hays Co. - Precinct 4 Comm. Walt Smith, County Engineer Jerry Borcherding, P.E., Adam Leach, EIT

DSISD – Pam Swanks

TxDOT, Austin District, So. Area Office – William Semora, Jr. 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 start 3:36pm

1. Appointment of Vice Chair
    - To be tabled until next meeting to have a full quorum in order to solidify the decision
2. TXDOT
    - Project Updates
        a. Highway 290 Study Update
        b. RR 12 Expansion Project
            1. To be stripping soon

- New/Other Project(s) Update

3. Hays County

- Project Updates

    a. Hays County Transportation Plan Update

        1. Commissioner Smith, arrived 3:44pm

        2. Rebid the Martin Rd project and that intersection construction should be starting back up

        3. 2016 Road bond projects

        4. Last round of CAMPO funds for the 35 corridor, we were not on that fund. But it is to be readded in the end of the year and we can rebid for fiscal

        5. Engineering is moving in on 1826 and Darden Hill, 60% on that roundabout done

            a. Starting right of way acquisition from 1826

        6. Sky Ridge does not have an acceleration/deceleration lane, TxDOT claims there's no need for one

        7. Sunset Canyon and Headwaters traffic complaints

- New/Other Projects(s) Update

4. DEVELOPER PRESENTATIONS

- Anarene Development (Double L Ranch)—Proposed Transportation Improvements

    a. No representatives

    b. Need to clarify on any Right of Way

5. HDR (Traffic Engineering Consultant)

- Update on Draft Transportation Master Plan

    a. Draft has went through commissioner's court on the 13th

        1. Likely not approved on the commissioner's court

    b. She will look into the connections from point a to point be and into alignments

- Status of Traffic Impact Analysis Reviews/Task Orders:

    a. Heritage Project

1. We have put in a budget design for that connection
2. Laura and Greenburg have been in exchange
3. We need an additional right of way for drainage in the northern section from Coach Zimmerman

b. Cannon—Ashton Woods Project

1. TIA documents were sent 3 weeks ago

c. Anarene/Double L Project

1. We and TxDOT reviewed. They are going to resubmit a full TIA for the entire development so it will take a while.
2. Phase 1 talks were about right of way and negotiations with the County
    a. Specifics are to be followed up later

d. Wild Ridge (Cynosure Ranch) Project

1. Planning commission next week. Outstanding comments on the TIA
2. East, west connectivity 2 lane vs 4 lane
    a. City will help with the expansion into a 4-lane road

e. New Growth TIA

1. TIA submitted a few weeks ago and about to be reviewed this week. On the south side of Roger Hanks Parkway
2. This development based on density of about 300 will stress Creek rd.

f. Bunker Ranch

1. Placed over threshold for TIA necessity
2. TXDOT issues given proximity to Arrowhead and a traffic light at Arrowhead
    a. Arrowhead roads are private, cannot pursue connectivity to Bunker Ranch because of private roads. So connectivity issues
    b. Arrowhead C-Store TIA will cause a traffic light

6. New Business
7. Public comments

- Citizen named Mike attending to hear about 150

8. Adjourn

    - Jim motions to adjourn, Sharon seconds
    - Meeting adjourned at 4:45pm

CITY OF DRIPPING SPRINGS
TRANSPORTATION COMMITTEE
AGENDA
MONDAY, AUGUST 23, 2021
3:30-5:00 PM

COMMITTEE MEMBERS:

Chairman – Travis Crow

City Council Rep.—VACANT –

Geoffrey late 3:40pm

Barrett Criswell

Sharon Hamilton

Jim Martin—Non-Voting Member

Aaron Reed, Public Works Coordinator

Jim Martin—Planning & Zoning Commission Member

John Pettit

Ben Sorrell – Non-Voting Member –

Not present

Chad Gilpin, P.E., City Engineer

INVITED GUESTS:

Hays Co. - Precinct 4 Comm. Walt Smith, County Engineer Jerry Borcherding, P.E., Adam Leach, EIT

DSISD – Pam Swanks

TxDOT, Austin District, So. Area Office – William Semora, Jr. P.E., Michelle Romage-Chambers, P.E., Reed Smith, P.E.

CAMPO – Doise Miers

HDR (City Traffic Engineering Consultant) –Leslie Pollack, P.E.

AGENDA

Meeting start 3:33pm

1. Appointment of Vice Chair
    - TC motions, JC seconds and a unanimous decision to appoint Sharon Hamilton as Vice Chair
2. TXDOT
    - Project Updates
        a. Highway 290 Study Update
            1. Possibly starting 2023, still on hold

2. Budget pushed to next fiscal year
3. No budget left for this year for construction

b. RR 12 Expansion Project

1. Suspened because crew were sick with COVID
2. Wrapping up, adding road reflectors
3. Guardrail problem seems to have dissipated

- New/Other Project(s) Update

a. Committee opinions were taken into consideration

3. Hays County

- Overview and Update on Proposed Roundabout at RM12 & RM150
  - 150 Widen to 4 lanes, realignment to a road that's planned to go West
  - Roundabout @ 150 & RR12
    - Good for traffic calming
    - Possibly 2 roundabouts
  - Public comments
    - Traffic accidents
    - Lighting concerns were brought up by Mrs. Gonzales
    - Jennifer Shaper talked about what the "future" meant
    - Kyle brought up utilities to which Aaron Reed interjected
      - Erik Howard talked about utilities and easements
    - Travis Crow makes a comment on 3 acres of ROW
    - Erik Howard using comprehensive plan to go against the roundabout
    - County 150 Master Plan in works since 2013
  - Committee member's opinions were shared
- Overview and Update on Dripping Springs Southwest Connection Study

- Realignment with regards to 150 to south of the cemetery to connect west
- Preliminary alignment draft is presented
- County is working with property owners
- Road layouts for proposition are explained and concerns given by residents of Caliterra
- West 150 improvements in regard to 3237 and traffic travel times

- New/Other Projects(s) Update

4. HDR (Traffic Engineering Consultant)

- Update on Draft Transportation Master Plan

  a. On track for PnZ for approval

- Status of Traffic Impact Analysis Reviews/Task Orders:

  a. Heritage Project

     1. Phase 1 & Roger Hanks extension close to final review, school district in process

  b. Wild Ridge (Cynosure Ranch) Project

     1. PDD approved by City Council and its connections

  c. Anarene/Double L Project

     1. TIA completed for Ph 1, larger TIA still ongoing

  d. Bunker Ranch

     1. TIA City review complete, waiting on TxDOT
     2. Arrowhead intersection to 290 and a traffic light installation

  e. New Growth

     1. Coming September to Transportation for review

  f. Cannon East

     1. TIA in review

  g. Arrowhead Ranch C-Store

     1. TIA in review

5. New Business

- Rob Shelton sidewalks are underway

6. Adjourn

- Jim Martin motions to adjourn and Travis Crow seconds
- Meeting adjourned 5:51pm